

7016

RESOLUTION NO. 1949

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT (#5CA8914) BY AND BETWEEN THE CITY OF SOLEDAD AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

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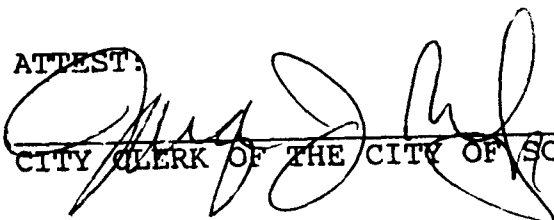
BE IT RESOLVED by the City Council of the City of Soledad that the Mayor, and the City Clerk by, and they are hereby, authorized and directed for and on behalf of said City to execute and deliver a cooperative agreement (#5CA8914) with the State of California Department of Transportation in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 29th day of November, 1989, by the following vote:

- AYES, and in favor thereof, Councilmembers: Campos, Holguin, Ledesma, Mayor Pro Tem Untalon, Mayor Ortiz
- NOES, Councilmembers: None
- ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

COPY

05-MON-101-62.9
05-253-360401
City of Soledad
District Agreement #5CA8914

457

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO ON November 29, 1989
is between the STATE OF CALIFORNIA, acting by and through its
Department of Transportation, referred to herein as "STATE," and

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

RECITALS

(1) STATE contemplates constructing a southbound on
ramp along State Highway Route 101 near Soledad at Post Mile
62.9, referred to herein as "PROJECT," and desires to specify the
terms and conditions under which PROJECT is to be engineered,
constructed, financed, and maintained.

(2) CITY intends to contribute \$40,000 toward the cost
of PROJECT in order to bring about an earlier construction date.

SECTION I

STATE AGREES:

(1) To provide all necessary preliminary engineering,
including plans and specifications, and all necessary
construction engineering services for PROJECT.

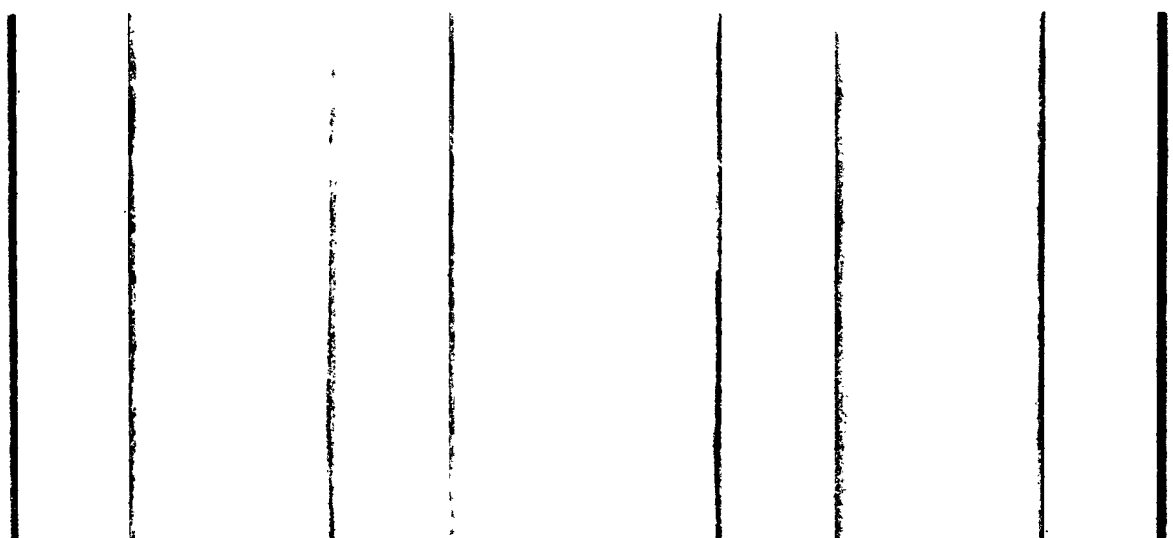
(2) To construct PROJECT by contract in accordance
with the plans and specifications of STATE.

(3) To finance PROJECT in excess of the \$40,000
contribution, which is an amount estimated to be \$210,000, as
shown on Exhibit A.

(4) To award a contract for construction of PROJECT no
later than January 1, 1991, unless a different date is agreed
upon by both CITY and STATE.

7016

"A"



SECTION II

CITY AGREES:

(1) To deposit with STATE within 30 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 \$40,000, which figure represents CITY's contribution towards the total construction cost of PROJECT, as shown on Exhibit A.

(2) That it hereby waives any and all claims against STATE for damages, whether known or unknown, arising out of or resulting from any failure of STATE to award the contract for PROJECT prior to January 1, 1991, whether such failure arises as a result of environmental problems or any other reason.

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) Both STATE and CITY agree that this Agreement is subject to donation of right-of-way necessary for construction of PROJECT at no cost to STATE. If said right-of-way is not donated by January 1, 1990, this Agreement is deemed to be automatically terminated, unless both parties agree to an extension of time.

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

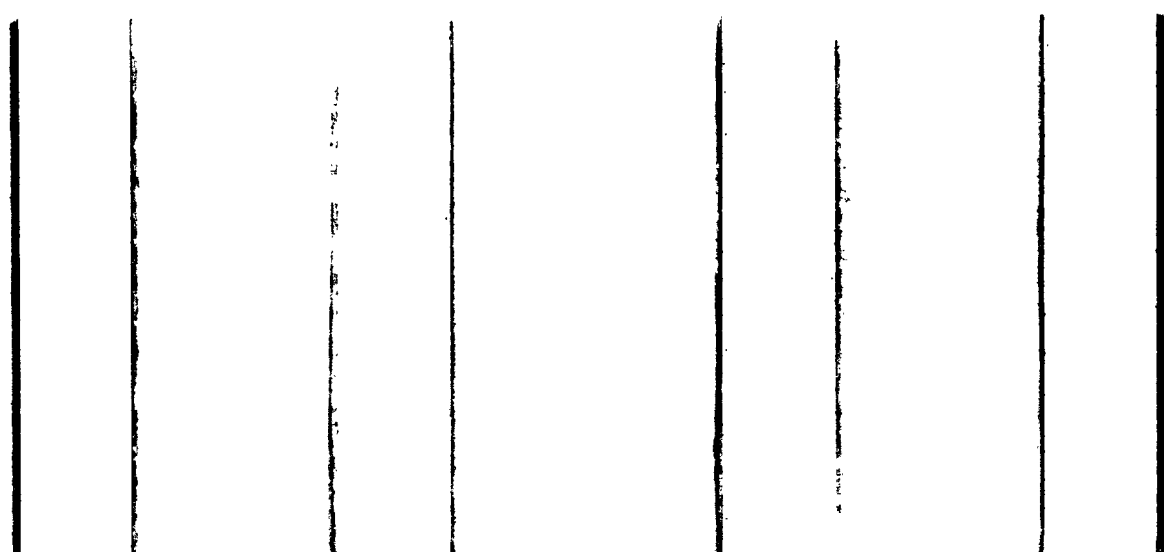
(4) Should any portion of PROJECT be financed with Federal funds or State gas tax funds all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

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

(6) If termination of this Agreement is by mutual consent, STATE will bear 85% and CITY will bear 15% 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.

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

7016



protection, relocation or removal, which if there are costs of such protection, relocation or removal which 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 100% STATE and 0% CITY. Required protection, relocation or removal of utilities shall be performed in accordance with STATE policy and procedure.

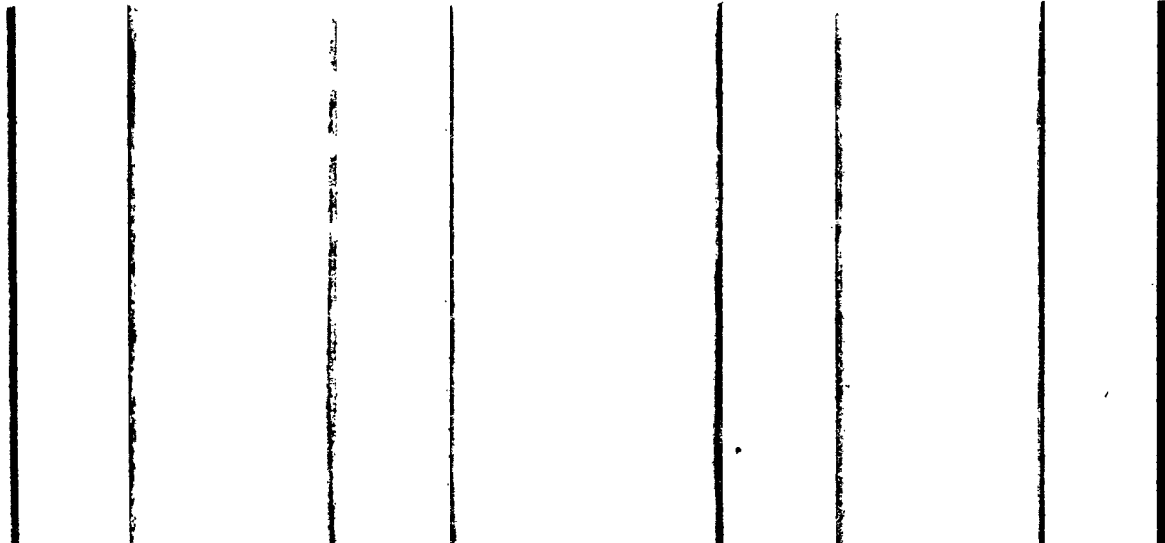
(8) Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed will automatically be vested in STATE and no further agreement will be necessary to transfer ownership to STATE.

(9) 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.

(10) 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.

(11) 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.

7016



(12) That this Agreement shall terminate upon completion and acceptance of the PROJECT construction contract by STATE or on January 1, 1993, whichever is earlier in time; however, the ownership and maintenance clauses shall remain in effect until terminated, in writing, by mutual agreement. Should any claim arising out of this project 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 SOLEDAD

ROBERT K. BEST
Director of Transportation

By *Richard D. [Signature]*
Mayor

By *[Signature]*
District Director

Date: 12-28-89

Date: 2-1-90

Approved as to Form and Procedure

Attest:

[Signature]
Attorney, Department of
Transportation

[Signature]
City Clerk
Date: 1/4/90

Date: 2-6-90

Approved as to Content

Certified as to Funds and Procedure

Clarence Nelson
Public Works Director

[Signature] - for
Sandra Elliott
District Accounting Officer

Date: 1-16-90

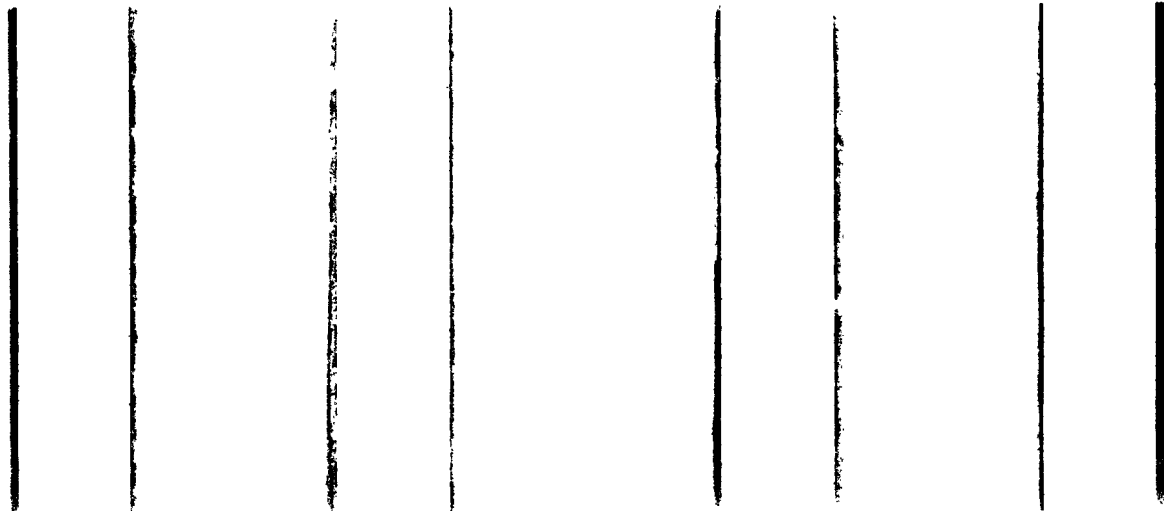
Date: 1-29-90

Approved as to Form

[Signature]
City Attorney

Date: 1/17/90

7016



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District Agreement #5CA8914

EXHIBIT A

ESTIMATE OF COST

DESCRIPTION	TOTAL ESTIMATE COST	STATE'S SHARE	CITY OF SOLEDAD'S SHARE
Total Const. Cost	\$200,000	\$160,000	\$ 40,000
Prelim. Engr. at 10% of Const. Cost	\$ 20,000	\$ 20,000	\$ 0
Const. Engr. at 15% of Const. Cost	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>\$ 0</u>
Total Project Cost	\$250,000	\$210,000	\$ 40,000

7016