RESOLUTION NO. 2394

A RESOLUTION APPROVING EXECUTION
OF AN AGREEMENT FOR STATE FURNISHED
ENGINEERING SERVICES

WHEREAS, the City contemplates improvement of 13th Street and Riverside Avenue by the placement of traffic signals; and

WHEREAS, the City is requesting and the State is willing to furnish engineering services for this project; and

WHEREAS, the City desires to specify the conditions under which State services are to be provided for and financed;

NOW, THEREFORE, BE IT RESOLVED that the City does hereby authorize the Mayor and City Clerk to execute the attached State services agreement for the FAU Signalization Project, 13th Street and Riverside Avenue.

PASSED AND ADOPTED this 5th day of February, 1980 by the following vote:

AYES: Hanson, Minshull, Stemper and Schwartz

NOES: Hurst

ABSENT: None

Barney Schwartz
BARNEY SCHWARTZ, MAYOR

ATTEST:

Sidney J. Godsey
SIDNEY J. GODSEY, DEPUTY CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO (SS.
CITY OF EL PASO DE ROBLES)

I, Sidney J. Godsey Deputy City Clerk of the City of El Paso de Robles, California, do hereby certify that the foregoing Resolution No. 2394 was duly and regularly adopted, passed and approved by the City Council of the City of El Paso de Robles, California, at a regular meeting of said City Council held at the regular meeting place thereof, on the 5th day of February, 1980, by the following vote:

AYES: Councilmen... Hanson, Minshull, Stemper and Schwartz .....

.....

NOES: Councilmen... Hurst .....

.....

ABSENT: Councilmen... None .....

.....

Dated this 6th day of February, 1980.

Sidney J Godsey

Deputy City Clerk and Ex-Officio Clerk of the City Council, City of El Paso de Robles, State of California.

Agreement No. 5201-V
Sheet 1 of 6
05-SLO-0-PsRs
MG-Z654(1)
13th Street & Riverside Signals

THIS AGREEMENT, made and entered into on this _____ day of _____, 19 _____, by and between the City of El Paso de Robles, a body politic and a municipal corporation of the State of California hereinafter referred to as "LOCAL AGENCY", and the STATE OF CALIFORNIA, acting by and through the Department of Transportation, hereinafter referred to as "STATE".

WITNESSETH

WHEREAS, LOCAL AGENCY contemplates improvement of 13th Street and Riverside Drive, Traffic Signals hereinafter referred to as "PROJECT"; and

WHEREAS, LOCAL AGENCY has requested and STATE is willing to furnish engineering services for said PROJECT provided all costs incurred by STATE on behalf of LOCAL AGENCY are borne at the expense of LOCAL AGENCY; and

WHEREAS, LOCAL AGENCY AND STATE desire to specify herein the conditions under which State services are to be provided for and financed.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I

STATE AGREES:

1) To perform the following engineering services as authorized by Section 822.5 of the Streets and Highways Code.

A) Provide construction engineering services, by furnishing the resident engineer and/or construction inspectors.

B) Provide materials testing service, including source inspection, for construction phase of PROJECT.

2) Prior to commencement of engineering work by STATE personnel, to establish a special account to accumulate all related expenses and charges for all work performed on behalf of LOCAL AGENCY pursuant to this Agreement.

3) Immediately following execution of this Agreement, to submit to LOCAL AGENCY, billing in the amount of $4,715.00 which figure represents LOCAL AGENCY'S advance deposit to finance the total estimated cost (less anticipated Federal Reimbursement) of engineering services to be performed by

STATE on behalf of LOCAL AGENCY pursuant to this Agreement (the estimated total cost of engineering services is $14,965.00). Additional progress billing by STATE will be submitted to LOCAL AGENCY in amounts of $1,000.00 at such times as work performed by STATE in behalf of LOCAL AGENCY will exhaust said prior deposited funds.

4) Upon completion of the PROJECT to furnish LOCAL AGENCY with a final detailed statement of the accumulated costs, identifying actual hours worked and related expenses in connection with the services provided pursuant to this Agreement.

SECTION II

LOCAL AGENCY AGREES:

1) To do all work necessary for the successful completion of the PROJECT except for that work which STATE has agreed to perform in SECTION I of this Agreement or by separate agreement.

2) To deposit with STATE, in advance and within 14 days of receipt of billing therefor, the amount of $4,715.00, which figure represents the total estimated cost (less anticipated Federal Reimbursement) of engineering services (the estimated total cost of engineering services is $14,965.00) to be performed by STATE on behalf of LOCAL AGENCY pursuant

to this Agreement and make progress payments to STATE within 14 days of LOCAL AGENCY'S receipt of billing therefor, amounts of $1,000, said billing will be submitted by STATE to LOCAL AGENCY as defined hereinbefore in Section I, Article (3).

3) Upon completion by STATE of all engineering services performed on behalf of LOCAL AGENCY and upon receipt of a detailed statement and billing therefor, to reimburse STATE promptly, any amount over and above funds deposited by LOCAL AGENCY as defined hereinbefore, required to complete LOCAL AGENCY'S cost pursuant to this Agreement. Actual cost to LOCAL AGENCY for work performed by STATE on behalf of LOCAL AGENCY as defined hereinbefore in Section I, Article (4) will be determined upon completion of all such work and final accounting of all related charges, and shall be a sum of the following:

a) Salary costs computed in accordance with STATE'S standard accounting procedures.

b) Travel and per diem expenses including charges for the use by such employee of STATE vehicles, if required in accordance with rates set up by the State Board of Control Rules under Title 2, Section 706.

c) Functional indirect and administrative overhead costs computed in accordance with STATE'S Accounting Manual Chapter 11, Table 6-2.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1) That, LOCAL AGENCY may, at any time, or for any reason, terminate STATE'S services immediately and shall notify STATE in writing of such termination.

2) That LOCAL AGENCY will indemnify and save STATE, its officers, agents and employees harmless from any and all liability for injuries to persons or damage to property caused or resulting in any manner from the performance of any services by STATE personnel within the scope of this Agreement.

3) That should any portion of the project be financed with Federal Funds or Gas Tax Funds, all applicable procedures and policies relating to the use of such funds apply, notwithstanding other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written.

STATE OF CALIFORNIA
Department of Transportation

ADRIANA GIANTURCO
Director of Transportation

By _____

CITY OF EL PASO DE ROBLES

By Barney Schwartz
Mayor

Attest Lindy L Godesky
Deputy City Clerk