

RESOLUTION - 04

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF REXBURG**, hereafter called the **CITY**, for the installation of traffic signal, curb, gutter, and storm sewer on the project; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for State-aid Project No. ST-7786(602) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Rexburg, held on April 06, 2005.



Blair D. Kay
City Clerk

COOPERATIVE AGREEMENT
ST-7786(602)
SH-33, INT. 12W TO JCT US20, NEAR REXBURG
MADISON COUNTY
KEY NO. 9087

PARTIES

THIS AGREEMENT is made and entered into this 26th day of April, 2005, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, and the **CITY OF REXBURG**, hereafter called the **CITY**.

PURPOSE

The Parties mutually agree that it is in the public interest to construct a traffic signal, storm sewer and other roadway improvements at the intersection of SH-33 and 12th West. The project will also include curb and gutter installed on part of the project, and an extension of the storm sewer, including manholes and inlet boxes, as shown on the attached plans entitled Exhibit "A", State-Aid Highway Project No. ST-7786(602).

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. That the **STATE** will:

1. Not guarantee that State funds are available now or in the future. In the event State funds are not available, this Agreement is void.
2. Program and advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid, and notify the **CITY** thereof.
3. Award a contract for construction of the project based on the successful low bid, if it is not over ten (10) percent above the estimate for cost of construction.
4. Provide to the **CITY** a copy of the Contract Proposal form, Notice to Contractors, and approved construction plans.
5. Assume its share of all construction and engineering costs for the project, including road construction, traffic signal installation, illumination, curb, gutter, storm sewer, and miscellaneous specialty items necessary to complete the project.

6. Designate a resident engineer and other personnel, as the **STATE** deems necessary, to supervise and inspect construction of the project in accordance with the plans, specifications and estimates in the manner required by applicable State and Federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders.
7. In cooperation with the **CITY**, establish and cause to be maintained all detours deemed necessary to best serve the public interests and to expedite the work.
8. Cause to be replaced to original, equal or better condition any existing sidewalks, curb and gutter, pavement, regulatory signs, sewer facilities, fences and other similar items, except as hereafter stated as obligations of the **CITY**, and excluding shrubs and other plantings within the right-of-way, removed or damaged by construction operations.
9. Furnish and install all official guide signs at junctions of the urban extensions to the State Highway System and all confirming and reassurance route markers and guide arrows along the urban extensions of the state highway system necessary to properly identify the **STATE'S** highways.
10. Permit the **CITY** to retain, maintain, connect to and improve all existing **CITY**-owned water lines, storm sewers, and sanitary sewer now in place on the state highway right-of-way.
11. Indemnify, save harmless and defend regardless of outcome the **CITY** from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the **STATE** in the construction and maintenance of the work.

SECTION II. That the **CITY** will:

1. Hereby approve the plans.
2. Authorize the **STATE** to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the **CITY** will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the nature of the completed work will be significantly changed.

3. Upon execution of this Agreement, pay to the **STATE** the lump sum amount of \$44,190.70. Costs are based on the following items:
- 205-005A - Excavation - 5.7 CY
 - 205-030A - Borrow - 28.7 CY
 - 213-005A - Topsoil - 23 CY
 - 303-015A - ¾" Aggregate Base - 45 CY
 - 401-020A - CSS-1 Dil.Emul. Asphalt - 23 Gal
 - 402-030A - Blotter - 2.28 TON
 - 405-005A - Plant Mix Class 1 - 49 TON
 - 405-180A - PG 70-28 Asphalt - 2.5 TON
 - 405-230A - Anti-Strip Additive - 2.5 TOA
 - 405-245A - Approach - 1 EA
 - 615-430A - Curb & Gutter - 154 FT.
 - 651-005A - Lawn (Seeded) - .058 ACRES
 - Signal Installation
4. Cooperate with the **STATE** in the selection and designation of suitable detour routing during project construction.
5. Through appropriate ordinance and police power, cooperate with and assist the **STATE** in prohibiting and removing encroachments on any part of the state highway right-of-way within the project limits.
6. Be responsible for maintenance of the curb, gutter, asphalt surface, and storm sewer installed on the project within the **CITY** limits.
7. Obtain concurrence of the **STATE** before using the traffic signal poles or mast arms for any purpose other than to support traffic control devices or Luminaires.
8. Maintain, erect or install within the project limits only those traffic control devices, including signs that are in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the **STATE**.
9. Comply with all pertinent sections of the **STATE'S** Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs on the state highways within the project limits.

10. Apply for an Encroachment Permit from the **STATE** before installing or constructing any new, or relocating any existing sidewalk or any existing **CITY**-owned water line, storm sewer, sanitary sewer or other facilities on the state highways within the project limits.
11. Obtain concurrence from the **STATE** before vacating or closing any right-of-way connecting to the state highways within the project limits.
12. Obtain concurrence from the **STATE** before accepting any new street or alley right-of-way connecting to the state highways within the project limits.
13. Indemnify, save harmless and defend regardless of outcome the **STATE** from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the **CITY** in the construction and maintenance of the work.

SECTION III. Both parties agree that:

1. The traffic signal installation will not be altered or abandoned without the prior concurrence of both parties.
2. Maintenance of the traffic signal will be in accordance with the provisions contained in the attached Exhibit B, Maintenance Responsibilities.
3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and affect until amended or replaced upon the mutual consent of the **CITY** and **STATE**.

EXECUTION

This Agreement is executed for the **STATE** by its Assistant Chief Engineer (Development), and executed for the **CITY** by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the **CITY OF REXBURG**.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:



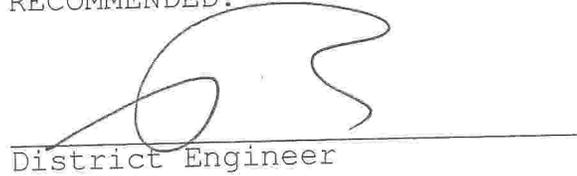
Assistant Chief Engineer
(Development)

APPROVED AS TO FORM:



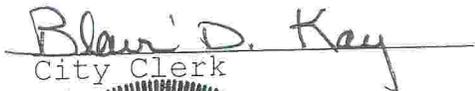
Deputy Attorney General

RECOMMENDED:



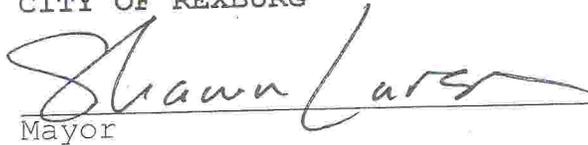
District Engineer

ATTEST:



City Clerk

CITY OF REXBURG



Mayor



By regular/special meeting
on 4-6-05

hm:9087 coop City.doc

EXHIBIT B

MAINTENANCE RESPONSIBILITIES

ST-7786 (602)
SH-33, INT. 12W TO JCT US20, NEAR REXBURG
MADISON COUNTY
KEY NO. 9087

The STATE will be responsible for the following maintenance activities:

1. Provide all the labor, materials, and equipment to maintain all traffic signals within the CITY on the State Highway System. Maintenance is to include: a) service calls, b) lamp replacement, c) replacement of major components, and d) miscellaneous parts and labor, to include outside assistance when needed.

2. Maintain a parts inventory sufficient to provide for both routine and emergency traffic signal maintenance, and when conditions require remedial action, perform the maintenance in a timely manner.

3. Provide a preventive maintenance program to include re-lamping of intersections annually and as needed, and an annual inspection of each intersection per State requirements to include conflict monitor testing. Complete an annual traffic signal timing inventory. Copies of all inspections shall be forwarded to the CITY.

4. Bill the CITY quarterly for twenty (20) percent of the cost to operate and maintain the traffic signal. The billing is to include an itemization of the costs listed in Paragraph 1 above incurred during the previous quarter, including administrative costs, overhead, labor and fringes, and credit for the CITY's share of the electricity costs during that quarter.

5. Retain ownership of the following signal equipment, namely vehicle and pedestrian heads, controllers and accessories, including but not limited to, conflict monitors, load switches, cameras, detector amplifiers, cabinets, service pedestal, and Uninterrupted Power Supply components and cabinet.

6. Maintain and provide traffic signal timing for the intersections.

The CITY will be responsible for the following maintenance activities:

1. Provide all electricity required to operate the traffic signal.
2. On a quarterly basis, provide to the STATE an itemization of city supplied signal electricity.

3. Prohibit displaying or hanging on the traffic signal poles or mast arms any banners, flags, decorations, or any item not in conformance with the Manual on Uniform Traffic Control Devices (MUTCD).

The following applies to both parties:

1. Should any of the traffic signal installation be damaged or destroyed through the wrongful or negligent act of any third party, the **CITY** will make every effort to determine the identity and whereabouts of the responsible party, and the **STATE** will attempt collection of the cost of repair or replacement. The Parties will share the costs of repair or replacement on the basis of intersection approach lanes if:

- (a) Collection can not be accomplished after reasonable attempt, or
- (b) The damage or destruction was not caused by the wrongful or negligent act of a third party.

The **CITY** and **STATE** agree to advance funds for the repair or replacement based upon their proportionate share of the cost. If the **STATE** is able to collect the cost of repair or replacement from the responsible party, it shall reimburse the **CITY** the funds it advanced.