

CITY OF PAYETTE, IDAHO
Resolution 2006-05

A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE CITY OF PAYETTE AND THE STATE OF IDAHO
FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE
INTERSECTION OF US95 AND 7TH AVENUE

WHEREAS, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the City of Payette, hereafter called the City, for construction of a temporary traffic signal at the intersection of US95 and 7th Avenue; and,

WHEREAS, the State is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and,

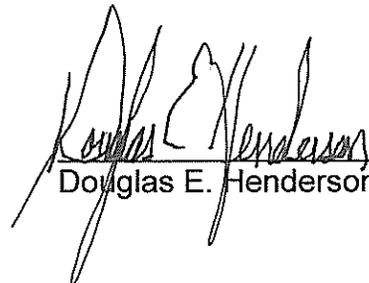
WHEREAS, certain functions to be performed by the State involve the expenditure of funds as set forth in the agreement.

NOW, THEREFORE, BE IT RESOLVED,

1. That the Agreement for Federal Aid Highway Project NH-3110(139) is hereby approved.
2. That the Mayor and 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.

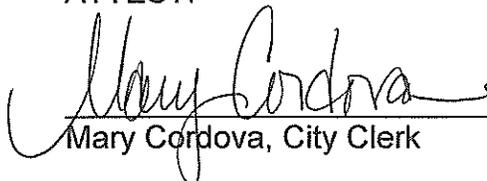
APPROVED and SIGNED this 19th day of June, 2006.

CITY OF PAYETTE, IDAHO



Douglas E. Henderson, Mayor

ATTEST:



Mary Cordova, City Clerk

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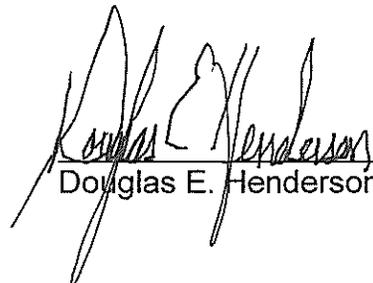
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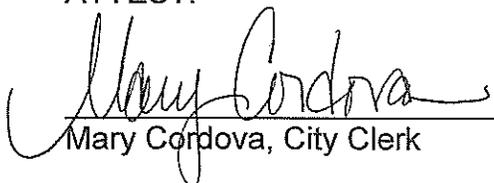
APPROVED and SIGNED this 19th day of June, 2006.

CITY OF PAYETTE, IDAHO



Douglas E. Henderson, Mayor

ATTEST:



Mary Cordova, City Clerk

COOPERATIVE AGREEMENT
(Traffic Controls/Signals)
NH-3110(139)
US95, INT. 7TH AVENUE, PAYETTE
PAYETTE COUNTY
KEY NO. 09487

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF PAYETTE, hereafter called the City.

PURPOSE

The Parties mutually agree that it is in the public interest to install a temporary traffic signal at the intersection of US95 and 7th Avenue within the City's corporate limits, which improvements are to be made in accordance with the attached plans entitled Exhibit "A".

The City, by authority of Title 50, Idaho Code, may adopt and enforce traffic control ordinances within its corporate limits in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

In the event funds are unavailable, this Agreement is void.

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

The Parties agree as follows:

SECTION I. That the City will:

1. Approve the plans for installation of the traffic signal.
2. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid, and notify the State 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 State a copy of the Contract Proposal form, Notice to Contractors, and approved construction plans.

5. Designate a resident engineer and other personnel to supervise and inspect construction of the project in accordance with the plans, specifications and estimate 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.
6. Notify the State when construction begins, and allow interim and final inspection by the State. For interim inspections, the City must notify the State when the cabinet foundation forms and conduits are installed (prior to placing concrete), when video detection is installed and zones are configured.
7. Be responsible for all costs incurred during construction of the traffic signal.
8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs. If the cost of construction of the traffic signal is less than the \$300,000 received from the State pursuant to this Agreement, the excess funds will be returned to the State. The refund check shall be made payable to the Idaho Transportation Department and mailed to the District Three Office at PO Box 8028, Boise, ID 83707-2028.
9. In cooperation with the State, establish and cause to be maintained all detours deemed necessary to best serve the public interests and to expedite the work.
10. 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 removed or damaged by construction operations.
11. Upon request to energize, assume all energy costs required to operate the traffic signal and daily monitor its operation, and perform emergency measures as necessary in accordance with Exhibit "B", including the prompt notification to the State of any equipment malfunction or required maintenance.
12. Assume ownership of the traffic signal to be installed on the project, with the exception of the controller and cabinet, which are to be retained by the State as described in Section II, Paragraph 6.
13. 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 luminaries.

14. 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.
15. Upon completion of the project, accept from the State, ownership of all highway and street lighting equipment to be installed in accordance with Exhibit "A", and upon request to energize, assume all operation, and the costs thereof, required to maintain the equipment in continuous service during the hours of darkness, and not remove, alter or abandon the lighting equipment without the prior concurrence of the State. In the event that the "Average Maintained Foot-Candles" of the lighting system drops below seventy (70) percent of the original installed values, the City shall cause the light intensity to be restored to approximately the original values. Any combination of relamping and/or cleaning of fixtures may be used to achieve the necessary desired intensity.
16. Comply with all pertinent sections of the State's Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs in the State right of ways within the project limits.
17. 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.
18. Obtain concurrence from the State before vacating or closing any right-of-way connecting to the state highways within the project limits.
19. Obtain concurrence from the State before accepting any new street or alley right-of-way connecting to the state highways within the project limits.
20. 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 II. That the State will:

1. Upon execution of the Agreement, pay to the City the amount of Three Hundred Thousand Dollars (\$300,000) to be utilized by the City for construction of the traffic signal at the intersection of US95 and 7th Avenue in Payette.

2. Provide for design of the traffic signal to be installed.
3. Authorize the City to administer the project.
4. Perform interim inspections and a final inspection upon completion of the project.
5. Cooperate with the City in the selection and designation of suitable detour routing during project construction, if necessary.
6. Retain ownership of the controller and cabinet for the traffic signal to be installed and assume all necessary maintenance responsibilities and costs thereof, except as provided in Sections I and III, that will be required to keep the traffic signal, as installed, in continuous operation in conformance with the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.
7. 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.
8. Train representatives designated by the City on emergency procedures related to signal shutdown or partial operation due to power failure, accidents, or equipment malfunction (including the replacement of lamps).
9. Upon completion of construction and annually thereafter, perform a complete check of the traffic signal equipment and operation; replace all signal lamps on a scheduled basis; furnish the City with signal lamps for emergency replacement; and respond promptly to notification from the City that a traffic signal related emergency exists. Response will normally be by the next working day.
10. 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 III. Both parties agree that:

1. The traffic signal installation will not be altered or abandoned without the prior concurrence of both parties.

2. 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 repair or replacement costs equally 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.

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 Payette.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Assistant Chief Engineer (Development)

RECOMMENDED:

District Engineer

APPROVED AS TO FORM:



Deputy Attorney General

ATTEST:

CITY OF PAYETTE

City Clerk

Mayor

(Seal)

By regular/special meeting
on _____

EXHIBIT "B"
COOPERATIVE AGREEMENT
WITH

EMERGENCY TRAFFIC SIGNAL PROCEDURES

- I. For the loss of all signal indications:
 - A. Check for possible loss of power.
 - B. If there is no power outage in the area, switch signal to the flashing mode by manipulating switch inside police panel.
 - C. If signal will not flash, install stop signs on cross streets.
 - D. Notify the **State**.

- II. For the partially operating signal:
 - A. With one or more signal lamps not working, replace signal lamps.
 - B. That has other malfunctions, switch to flashing mode by manipulating switch inside police panel.
 - C. Notify the **State**.

- III. For damage from an accident:
 - A. With minor damage to controller, but no apparent damage to wiring, switch to flashing mode by manipulating switch inside police panel.
 - B. With damage to wiring, disconnect power and install stop signs on cross streets.
 - C. Notify the **State**.
 - D. Obtain accident information and forward a report to the **State** within ten days of the accident.

- IV. When emergency maintenance is required, notify the Idaho Transportation Department, District Three Engineer in Boise, Idaho, telephone number 334-8300.

RESOLUTION

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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 Payette, held on

(Seal)

City Clerk

Mary Cordova, CMC
City Clerk
Municipal Coordinator



City of Payette
700 Center Avenue
Payette, Idaho 83661
208-642-6024

OFFICE OF ADMINISTRATION

June 22, 2006

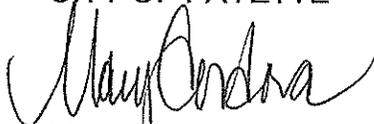
John M. Bianchi, P.E.
Project Manager
Idaho Transportation Department
P.O. Box 8028
Boise, Idaho 83714-8028

3741 8300 #3

RE: Project No. NH-3110 (139), US-95, 7th Avenue
Signed Cooperative Agreement

Enclosed are two signed, original Cooperative Agreements for the above project. We look forward to working with you on this endeavor. If you should have any questions, please do not hesitate to give me a call.

Regards,
CITY OF PAYETTE



Mary Cordova
Municipal Coordinator
City Clerk

Board has to approve -

21st or 22nd week of 25th

has fed funds in it -

- When it got to sign off*
- did some things*
 - federal funding - state has to bid out*
 - call it a "temp" signal will eventually be absorbed*
 - No state funding approved by board*

