

APPENDIX B-2

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO ON _____ is between
STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to
herein as STATE, and

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

RECITALS

(1) STATE AND CITY A pursuant to Street and Highways Code Section 130, are authorized to enter into a cooperative agreement for improvements to State highways within CITY A,

(2) Considerable traffic congestion exists along the _____ corridor, (The Corridor) between _____ and _____.

(3) CITY, STATE, the CITY OF _____, a municipal corporation, hereinafter designated as "CITY B," the CITY OF _____ a municipal corporation, hereinafter designated as "CITY C," and the COUNTY OF ORANGE, acting by and through its Department of Transportation, hereinafter designated as "COUNTY" all have jurisdiction over portions of the Corridor,

(4) The right of way within THE CORRIDOR is within the corporate boundaries of CITY A, CITY B, CITY C, COUNTY AND STATE,

(5) CITY A, CITY B, CITY C, COUNTY AND STATE share jurisdiction or hold jurisdiction exclusively as indicated in Exhibit A,

(6) The Orange County IVHS Master Plan and other engineering studies indicate that _____ would be mutually beneficial to the agencies and would improve traffic safety and flow,

(7) The estimated construction and engineering cost for traffic signal coordination is _____

(8) CITY A and STATE are willing to cooperate with each other in the implementation of _____ and are willing to participate in the construction and engineering cost of _____, said work shall hereinafter be referred to as "PROJECT",

(9) CITY A and STATE wish to define the responsibilities of each party and specify the share of the costs that are to be borne by each agency following completion of PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, IT IS AGREED by the parties hereto as follows:

SECTION I

CITY A AGREES

(1) To be and is hereby designated as the “Lead Agency” for PROJECT pursuant to the Guidelines for Implementation of the California Environmental Quality Act of 1970 as amended

(2) To act as PROJECT MANAGER for the PROJECT and to ensure coordination between the Contracting and Construction Agent for the PROJECT, and to do and perform all acts necessary or required in order to design and construct PROJECT in accordance with the plans and specifications, including material control, inspection of the construction work, and to execute and deliver all documents required in connection with the construction and completion of said PROJECT, including a Certificate of Cost and a Certificate of Compliance of PROJECT.

(3) To provide CITY B, CITY C, COUNTY and STATE with approved plans, specifications and upon award, executed copies of PROJECT contract documents.

(4) To implement the _____ by operating through the master computer of _____ .

(5) To be responsible for any agreements and/or coordination with other agencies regarding equipment, design, construction, maintenance, operation and expenses, that are necessary for the completion and acceptance of PROJECT.

(6) To pay any amount for construction of PROJECT in excess of STATE’s contribution of _____.

(7) PROJECT will be designed and implemented to the satisfaction of, and subject to, the approval of STATE.

(8) Should PROJECT call for any subsurface construction work to be performed within the STATE’s right of way, to identify and locate all affected high and low risk underground facilities and protect or otherwise provide for such facilities, all in accordance with STATE’s “Manual on High and Low Risk Underground Facilities within Highway Rights of Way”. Cost of locating, identifying and protecting shall be borne by CITY A. CITY A hereby acknowledges the receipt of STATE’s “Manual on High and Low Risk” and agrees to construct any portions of the system within the STATE’s right of way in accordance with such Manual.

(9) To apply for any necessary encroachment permits for work within the State Highway Right of Way, in accordance with State's standard permit procedures. STATE agrees to waive any **required** permit fees.

(10) Within ninety (90) days after completion of the PROJECT to furnish STATE with fii accounting of cost to construct PROJECT and to return any unused funds from the deposit account to STATE.

(11) To retain or cause to be retained for audit for STATE or other government auditors fur a period of three (3) years from date of final payment all records and accounts relating to construction of PROJECT.

SECTION II

STATE AGREES:

(1) To deposit with CITY A, within twenty-five (25) days of receipt of billing therefore (which billing may be forwarded immediately following CITY A's bid advertising date of a construction contract for PROJECT) the amount of _____ which figure represents STATE's share of the PROJECT engineering costs. STATE's total obligation for PROJECT shall not exceed _____.

(2) To review and approve PROJECT plans and specifications.