



SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT
STANDARD CONTRACT

FOR DISTRICT USE ONLY				
San Bernardino County Flood Control District			Contract Number	
Flood Control District Contract Representative			Contractor's License Number:	
Mina Ghaly			Ph. Ext. 2571	
Budget Unit No.	Sub-Object No.	Fund No.	Job No.	Amount of Contract
			FA39003	
Project Name:		If contract has more than one payment or receipt, complete the following:		
		Payments Estimate: _____		
		Approximate Amount Each: _____		

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereafter called the District, and

Name _____
CITY OF REDLANDS
Address _____
P.O. BOX 3005
Redlands, CA 92373
Phone _____ Birth Date _____
798-7503
Federal ID No. or Social Security No. _____

hereafter called CITY

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between the CITY OF REDLANDS, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic of the State of California, hereinafter referred to as "DISTRICT".

W I T N E S S E T H

WHEREAS, CITY desires to effect, at no cost to the District, the construction, operation and maintenance of a bridge widening on the west side of Wabash at the crossing of REDLANDS ZANJA CHANNEL which construction, operation and maintenance will necessitate CITY'S use of certain District owned lands for road purposes; and

WHEREAS, CITY desires to construct, operate and maintain said bridge widening and appurtenances within DISTRICT LANDS and within adjoining CITY lands, which DISTRICT lands are hereinafter referred to as "AREAS OF COMMON USE", which AREAS OF COMMON USE are shown on attached plat map marked "EXHIBIT "A"; and

WHEREAS, DISTRICT desires to preserve, maintain, construct and operate flood control and water conservation works within and across said AREAS OF COMMON USE;

NOW, THEREFORE, IT IS UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:

1. DISTRICT hereby consents to the construction, reconstruction, maintenance and operation of a bridge widening and appurtenances thereto, at no expense to the District within the AREAS OF COMMON USE and to allow CITY and the traveling public to occupy and use said AREAS OF COMMON USE for street and highway purposes; provided, however, that no such use, occupancy, construction, reconstruction or maintenance, shall be effected by the CITY, its successors or assigns, in any manner which, in the opinion of the Chief Engineer of the DISTRICT, may interfere or conflict with any structures, facilities, operation or uses which DISTRICT has or intends to have upon said lands, without first submitting plans of such occupancy or use to DISTRICT'S Chief Engineer at least thirty days prior to the date of such intended occupancy or use and obtain his written approval therefore, which approval shall not be withheld, if in the opinion of the Chief Engineer, the proposal does not interfere or conflict with the DISTRICT'S interests or the purpose of this agreement.
2. CITY, its successors and assigns shall assume full responsibility for the operation and maintenance of and liability for the roadway facilities (including all roadway culverts, pipes and those portions of the bridge structures lying above the soffit of the bridge deck, including approaches, sidewalks and other appurtenant works.)
3. CITY acknowledges DISTRICT'S right to AREAS OF COMMON USE and the priority of DISTRICT'S right within AREAS OF COMMON USE. Except in emergencies, CITY shall give reasonable notice to and obtain written approval from the DISTRICT before performing any work on CITY facilities in said AREAS OF COMMON USE, where such work will be performed within channel or levee areas, if which said work will in any way alter or obstruct the flow of or potential flow of waters within said flood control and water conservation works.

4. CITY shall indemnify, defend and hold harmless the DISTRICT and/or the County of San Bernardino, their officers, agents, volunteers and employees from and against any and all claims, demands, loss or liability of any kind or nature which the DISTRICT and/or County, their officers, agents, volunteers or employees, may sustain or incur or which may be imposed upon them, for property damage and injury to or death of any persons.

Workers' Compensation: Statutory Workers' Compensation Insurance. The CITY shall require the carriers of this coverage to waive all rights of subrogation against the DISTRICT or the County, their officers, volunteers, employees, contractors and subcontractors.

Comprehensive General and Automobile Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000). Errors and omissions liability insurance with combined single limits of \$1,000,000 for bodily injury and property damage.

CITY shall furnish certified copies of all policies and endorsements or letters of self-insurance to the DISTRICT evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire except without thirty (30) days written notice to the Department.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation insurance coverage, shall obtain additional endorsements naming the DISTRICT and the County, their employees, agents, volunteers and officers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

5. DISTRICT has and reserves the right to use AREAS OF COMMON USE in any manner not in conflict with CITY'S needs for the proposed public roadway improvement, without necessity for any further permit or permission from CITY. DISTRICT shall, except in emergencies, give reasonable notice to CITY before performing any work which may affect CITY'S facilities in said AREA OF COMMON USE.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both parties.

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

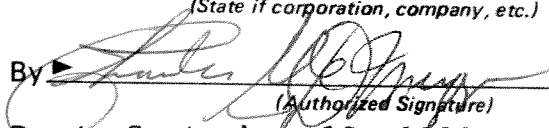
► _____
Chairman, Board of Supervisors

Dated _____

ATTESTED:

► _____
Secretary of the Flood Control District

City of Redlands
(State if corporation, company, etc.)

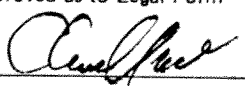
By ► 
(Authorized Signature)

Dated September 18, 1990

Title Mayor

Address P.O.Box 3005, Redlands, CA 92373

Approved as to Legal Form

► 
County Counsel

Date 8-20-90

Reviewed as to Affirmative Action

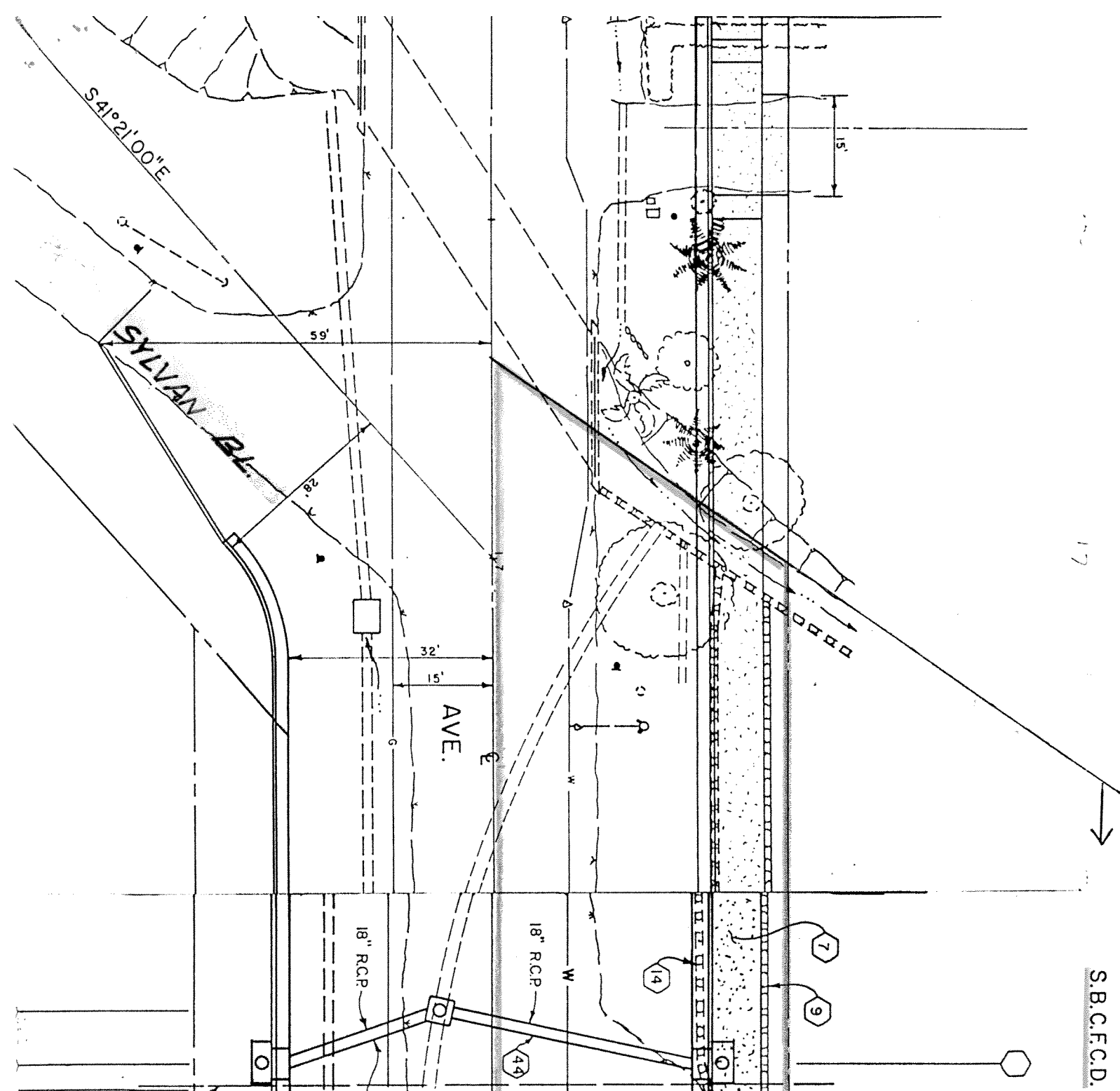
► _____

Date _____

Reviewed for Processing

► _____
Agency Administrator/CAO

Date _____



City of Redlands



March 27, 1990

San Bernardino County Flood Control District
825 E. Third Street
San Bernardino, CA 92415-0835

CITY OF REDLANDS INSURANCE

The City of Redlands is self-insured for both worker's compensation and liability insurance for the first \$200,000 per claim. We carry excess insurance of \$5,000,000 per claim less the self-insurance retention.

The City will indemnify, defend and hold harmless the San Bernardino County Flood Control District from any claims, demands, loss or liability in connection with the construction and maintenance of the bridge widening on the west side of Wabash at the crossing of Redlands Zanja channel.

GEORGE KAENEL
Finance Director/Risk Manager