



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

E	☐ New	Vendor Code		SC	Dept.	A	Contract Number 98-293	
M	☐ Change							
X	☐ Cancel							
County Department TRANSPORTATION				Dept. Orgn. TRA TRA		Contractor's License No.		
County Department Contract Representative PATRICK J. MEAD				Ph. Ext. 2724		Amount of Contract \$90,000		
Fund SAA	Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445	Activity	GRC/PROJ/JOB Number 14H05951		
Commodity Code			Estimated Payment Total by Fiscal Year					
Project Name			FY	Amount	I/D	FY	Amount	I/D
COLTON AVENUE @								
WABASH AVENUE								

CONTRACTOR CITY OF REDLANDS & Redlands Unified School District

Birth Date _____ Federal ID No. or Social Security No. _____

Contractor's Representative RONALD C. MUTTER, Public Works Engineer

Address P. O. Box 3005, Redlands, CA 92373 Phone (909) 798-8+66

Nature of Contract: *(Briefly describe the general terms of the contract)*

COOPERATIVE AGREEMENT WITH THE CITY OF REDLAND AND THE REDLANDS UNIFIED SCHOOL DISTRICT FOR IMPROVEMENTS AT THE INTERSECTION OF COLTON AVENUE AND WABASH AVENUE

The City of Redlands, the Redlands Unified School District, and the County have determined that improvements are needed at the intersection of Colton Avenue and Wabash Avenue to mitigate increased traffic, which was caused by the opening of Redlands East Valley High School. The City will act as the lead agency for the design, administration and construction of the project. The County will review and approve the portion of the project that is within County jurisdiction.

The agreement specifies that the County's share of costs will be \$90,000, which is payable within 30 days of the final adoption of this agreement by all parties. The Redlands Unified School District will be responsible for \$300,000 and the City of Redlands will be responsible for the remainder of the project. Funds for this project has been budgeted in the approved 1997-98 FY Road Fund Budget (SAA-TRA-TRA).

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form County Counsel Date <u>4-10-98</u>	Reviewed as to Affirmative Action Date <u>4/8/98</u>	Reviewed for Processing Agency Administrator/CAO Date _____
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THIS CONTRACT is entered into in the State of California by and between the City of Redlands, P. O. Box 3005, Redlands CA 92373 (hereinafter referred to as the "CITY"), the County of San Bernardino, 825 E. Third Street, San Bernardino CA 92415-0835 (hereinafter referred to as the "COUNTY"), and the Redlands Unified School District, 20 W. Lugonia Avenue, Redlands CA 92374 (hereinafter referred to as the "DISTRICT".) The CITY, COUNTY and DISTRICT are sometimes, hereinafter collectively referred to as the "PARTIES".

WHEREAS the DISTRICT will be operating the Redlands East Valley High School ("School") in the area generally bounded by Opal Avenue on the west, Colton Avenue on the north, King Street on the east and the Zanja Drainage Channel on the south, said area being Parcel Map No. 14838; and

WHEREAS, the COUNTY has previously required the DISTRICT to mitigate their traffic impacts by installation of public road improvements, monetary participation and construction in lieu of road improvements pursuant to Contract Number 96-909 between the COUNTY and DISTRICT, dated September 24, 1996; and

WHEREAS, the PARTIES mutually recognize as a part of the overall traffic mitigation for the high school development, there is a need for improvements at the intersection of Colton Avenue and Wabash Avenue, and desire to cooperate in the design, construction and funding of such improvements, which shall hereinafter be referred to as the PROJECT; and

WHEREAS, it has been proposed that the CITY shall serve as "Lead Agency" in the design, administration and construction for the PROJECT; and

WHEREAS, local funding for the PROJECT is available and shall be provided from the PARTIES, along with regional funding provided from Surface Transportation Program (STP) funds through SANBAG.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 CITY SHALL:

- 1.1 Act as the lead agency in the design, acquisition of right-of-way, administration and construction of the PROJECT.
- 1.2 Enter into and administer an engineering services agreement with a consultant engineer to develop the design.
- 1.3 Administer the acquisition of any and all necessary right-of-way and easements necessary to accomplish the PROJECT.
- 1.4 Bear responsibility for the cost of the PROJECT minus the allocation of specified funds from the COUNTY, DISTRICT, as herein specified, and regional STP allocations.

2.0 COUNTY SHALL:

- 2.1 Review and approve any portions of the PROJECT at County expense that are located within County jurisdiction, and issue any appropriate Transportation Department Encroachment Permits to the CITY and/or its contractor for the construction of the improvements.
- 2.2 Bear responsibility for project expenses in the sum of \$90,000, unless a greater or lesser amount is authorized by the parties to this agreement.
- 2.3 Pay the CITY \$90,000 within 30 days of the final adoption of this agreement by all parties.
- 2.4 Accept and maintain public improvements within County jurisdiction, constructed as a part of the PROJECT by the CITY, upon completion and acceptance by the COUNTY.
- 2.5 The COUNTY's funding is expressly contingent upon completion of adequate final environmental review by the CITY, and such funding shall only be used for the purpose contemplated herein.

3.0 DISTRICT SHALL:

- 3.1 Bear responsibility for project expenses in the sum of \$300,000, unless a greater or lesser amount is authorized by the parties to this agreement. Said sum includes the DISTRICT's share of the cost of previously proposed interim improvements at the intersection of Colton Avenue and Wabash Avenue, in the amount of \$150,000, and \$150,000 for mitigation of the impacts of the operation of the School on the CITY's expenses incurred with the PROJECT.
- 3.2 Pay the CITY \$300,000 within 30 days of the final adoption of this agreement by all parties.
- 3.3 The DISTRICT'S funding is expressly contingent upon completion of adequate final environmental review by the CITY, and such funding shall only be used for the purposes contemplated herein.

4.0 IT IS FURTHER AGREED THAT

- 4.1 The CITY agrees to indemnify and hold harmless the COUNTY and the DISTRICT and their authorized officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent acts or omissions of the CITY, its officers, employees, agents, or volunteers in connection with this contract, including the design and construction of the PROJECT, except where such indemnification is prohibited by law. The CITY further agrees to incorporate the provisions defined in Exhibit "A" to this agreement in all contract specifications for the construction of the PROJECT.
- 4.2 The COUNTY agrees to indemnify and hold harmless the CITY and the DISTRICT and their authorized officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent acts or omissions of the COUNTY, its officers, employees, agents, or volunteers in connection with this contract, except where such indemnification is prohibited by law.
- 4.3 The DISTRICT agrees to indemnify, defend and hold harmless the CITY and the COUNTY and their authorized officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent acts or omissions of the DISTRICT, its officers, employees, agents or volunteers in connection with this contract, except where such indemnification is prohibited by law.
- 4.4 In the construction of said PROJECT, the PARTIES will cooperate and consult with each other such that construction of the PROJECT could be accomplished with a minimum of disruption and to the satisfaction of the CITY, the COUNTY and the DISTRICT.
- 4.5 It is understood, acknowledged and agreed by all PARTIES that the DISTRICT'S payment of \$300,000 hereunder represents full and adequate consideration for all impacts contemplated hereunder which are or may be the obligation of the DISTRICT, including but not limited to, those provided in item 5 of Exhibit III of Contract No. 96-909 dated September 24, 1996. Upon the payment of \$300,000, the DISTRICT will have no further obligations with respect to the PROJECT.
- 4.6 It is understood, acknowledged, and agreed by all PARTIES that upon the COUNTY'S payment of \$90,000, the COUNTY will have no further obligations with respect to the design and construction of the PROJECT.

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

EXHIBIT "A"

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, all work performed under this contract must be covered by following types of insurance with limits as shown. Each party to this contract shall be responsible for obtaining and maintaining such coverage for its own activities and for assuring such coverage and endorsements are carried by any subcontractors of that party performing work under this contract:

Workers' Compensation - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

Comprehensive General and Automobile Liability 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).

Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of the performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the

Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of the past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.