

DEPARTMENT OF PUBLIC WORKS

FLOOD CONTROL • REGIONAL PARKS • SOLID WASTE MGMT • SURVEYOR • TRANSPORTATION

COUNTY OF SAN BERNARDINO
ECONOMIC DEVELOPMENT
AND PUBLIC SERVICES GROUP

825 East Third Street • San Bernardino, CA 92415-0835 • (909) 387-8104
Fax (909) 387-8130



PATRICK J. MEAD
Director of Public Works

October 13, 2004

Mr. Ronald C. Mutter
Public Works Director/City Engineer
City of Redlands
P.O. Box 3005
Redlands, CA 92373



TPM: H13851

RE: COOPERATIVE AGREEMENT TRAFFIC SIGNAL AT SAN TIMOTEO CANYON ROAD AND BARTON ROAD

Dear Mr. Mutter:

Attached is the fully executed board item and agreement to install a traffic signal at the intersection of San Timoteo Canyon Road and Barton Road. This agreement sets forth the conditions under which the County, the City of Redlands, and the City of Loma Linda will cooperate in the above-mentioned project.

If you have any questions, please contact Karl Francis at (909) 387-8168.

Sincerely,

MAZIN KASEY, P.E., Chief
Transportation Program Management

MK:KF:JM:em

Attachments

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County Administrator
Economic Development and
Public Services Group

Board of Supervisors
BILL POSTMUS First District DENNIS HANSBERGER Third District
PAUL BIANE Second District PATTI AGUIAR Fourth District
CLIFFORD YOUNG Fifth District

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

October 5, 2004

FROM: PATRICK J. MEAD, Interim Director
Department of Public Works – Transportation

SUBJECT: COOPERATIVE AGREEMENT WITH THE CITIES OF REDLANDS AND LOMA LINDA FOR INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SAN TIMOTEO CANYON ROAD AND BARTON ROAD

RECOMMENDATION: Approve a Cooperative Agreement (**Agreement No. 04-1053**) with the Cities of Redlands (Redlands) and Loma Linda (Loma Linda) for the installation of a traffic signal at the intersection of San Timoteo Canyon Road and Barton Road, in which Redlands will contribute \$100,000 (50%), Loma Linda will contribute \$50,000 (25%), and the County will contribute \$50,000 (25%) toward the cost of the project.

BACKGROUND INFORMATION: The County, Redlands, and Loma Linda desire to cooperate and jointly participate in a traffic signal installation project at San Timoteo Canyon Road and Barton Road to improve the orderly flow of traffic. The project area is partially in the unincorporated area of the County and partially within Redlands and Loma Linda. The agreement sets forth the responsibilities and obligations of the County, Redlands, and Loma Linda as they pertain to the project. Redlands will act as lead agency for the design and construction and will advertise, award, administer, and fund the construction of the project. Total project cost is estimated to be \$200,000. The agreement specifies that the County's proportionate share is 25% (\$50,000). Redlands' proportionate share is 50% (\$100,000) and Loma Linda's proportionate share is 25% (\$50,000). The County and Loma Linda will reimburse Redlands following the completion of the project. Redlands approved this agreement on August 3, 2004 and Loma Linda approved it on August 24, 2004.

REVIEW AND APPROVAL BY OTHERS: This item was reviewed by Deputy County Counsel Charles S. Scolastico (387-5481) on September 20, 2004 and by the County Administrative Office (Tom Forster, Administrative Analyst, 387-4635) on September 23, 2004.

FINANCIAL IMPACT: Funds for the County's share of cost (\$50,000) are included in the FY04/05 budget for the County Road Fund (SAA-TRA-TRA).

Page 1 of 2

cc: Transportation-Mazin Kasey
w/agreement
City w/agree. c/o Transportation
Auditor-Valdez w/agree.
IDS w/agreement
Risk Management
PW-Mead
Co. Counsel-Scolastico
CAO-Forster
ED/PSG-Kanold
File w/agreement

ml

Record of Action of the Board of Supervisors

AGREEMENT NO. 04-1053

APPROVED/CONSENT CALENDAR)

**BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

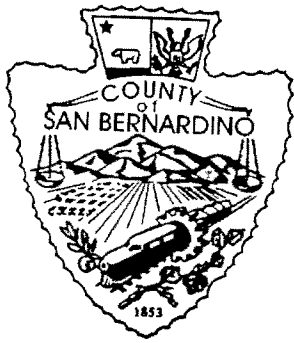
MOTION	<u>AYE</u>	<u>SECOND</u>	<u>ABSENT</u>	<u>AYE</u>	<u>MOVE</u>
	1	2	3	4	5

J. RENEE BASTIAN, CLERK OF THE BOARD

BY 

DATED: October 5, 2004

ITEM 026



COUNTY OF SAN BERNARDINO

FAS

STANDARD CONTRACT

FOR COUNTY USE ONLY									
☒ New ☐ Change ☐ Cancel	Vendor Code				Dept.	Contract Number			
County Department Public Works - Transportation					Dept.	Orgn.	Contractor's License No.		
County Department Contract Representative MAZIN KASEY					Telephone	Total Contract Amount			
					387-8166	\$50,000			
Contract Type ☐ Revenue ☒ Encumbered ☐ Unencumbered ☐ Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date		Contract End Date		Original Amount		This Amendment	
Fund SAA	Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 17H13851		Orig. Amount \$50,000		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Orig. Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Orig. Amount		
Project Name SAN TIMOTEO CANYON RD @ BARTON RD				Estimated Payment Total by Fiscal Year					
Contract Type - Special (Risk Management Approved)				FY	Amount	I/D	FY	Amount	I/D
				2004/05	\$50,000	I			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
CITY OF REDLANDS
Address
P.O. BOX 3005
REDLANDS, CA 92373
Telephone
(909) 798-7655
Federal ID No. or Social Security No.

and Name
CITY OF LOMA LINDA
Address
25541 BARTON ROAD
LOMA LINDA, CA 92354
Telephone
(909) 799-4401
Federal ID No. or Social Security No.

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.)

WITNESSETH

WHEREAS, the COUNTY OF SAN BERNARDINO (hereinafter referred to as COUNTY), the CITY OF REDLANDS (hereinafter referred to as REDLANDS), and the CITY OF LOMA LINDA (hereinafter referred to as LOMA LINDA) desire to cooperate and jointly participate in a project to install a traffic signal at the intersection of San Timoteo Canyon Road and Barton Road (hereinafter referred to as PROJECT); and

WHEREAS, the PROJECT will be of mutual benefit to the COUNTY, REDLANDS, and LOMA LINDA; and

WHEREAS, it is anticipated that the funding for the construction phase of the PROJECT will be from COUNTY road funds, REDLANDS local funds, and LOMA LINDA local funds; and

Auditor / Controller - Recorder Use Only	
☐ Contract Database	☐ FAS
Input Date	Keyed By

WHEREAS, the total project cost is estimated to be \$200,000. COUNTY's share of project cost is estimated at \$ 50,000 (25%), REDLANDS's share of project cost is estimated at \$ 100,000 (50%), and LOMA LINDA's share of project cost is estimated at \$50,000 (25%), as more particularly set forth in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY, REDLANDS, and LOMA LINDA desire to set forth responsibilities and obligations of each as pertains to such participation and to the design, construction, and funding of the proposed project.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 REDLANDS AGREES TO:

- 1.1 Act as the Lead Agency in the design and construction of the PROJECT.
- 1.2 Provide plans and specifications and all necessary construction engineering for the PROJECT for prior review and written approval by COUNTY and LOMA LINDA.
- 1.3 Construct the PROJECT by contract in accordance with the plans and specifications of REDLANDS, which have been reviewed and approved by COUNTY and LOMA LINDA, and the Caltrans Design Manual, to the satisfaction of and subject to written approval of COUNTY and LOMA LINDA.
- 1.4 Construction by REDLANDS of improvements referred to herein which lie within COUNTY rights of way or affect COUNTY facilities, shall not be commenced until REDLANDS's original contract plans involving such work and plan for utility relocation have been reviewed and approved in writing by COUNTY personnel and until such an encroachment permit to REDLANDS authorizing such work has been issued by COUNTY.
- 1.5 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the unincorporated area of the PROJECT site.
- 1.6 Obtain a no-cost permit from COUNTY and LOMA LINDA for work within the respective right-of-way of each.
- 1.7 Advertise, award, administer, and fund the construction of the PROJECT, in accordance with the California Public Contract Code.
- 1.8 Require its contractors to maintain 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 and Comprehensive General Liability, Professional Liability, and Automobile Liability Insurance to include contractual coverage and coverage for owned, hired and non-owned vehicles. The Comprehensive General and Automobile Liability policies shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) and shall name REDLANDS, LOMA LINDA, and the COUNTY as additional named insured.

Waiver of Subrogation Rights – Contractors shall require the carriers of the above required coverages to waive all rights of subrogation against REDLANDS, LOMA LINDA, and the COUNTY, their 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 REDLANDS, LOMA LINDA, and the COUNTY.

- 1.9 Provide adequate inspection of all items of work performed under the construction contract(s) with REDLANDS's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by COUNTY and LOMA LINDA. REDLANDS shall provide copies of any records of inspection and materials testing to COUNTY and LOMA LINDA within ten (10) days of REDLANDS's receipt of written demand from COUNTY or LOMA LINDA for such records.
- 1.10 Pay for its proportionate share of the PROJECT costs. The PROJECT costs shall include the cost of PROJECT construction, design, construction engineering, right-of-way acquisition,

- compliance with CEQA requirements, and overhead costs. REDLANDS's proportionate share is 50% of the PROJECT costs, which is estimated at \$100,000. REDLANDS shall be responsible for the sum of \$100,000, plus its proportionate share of any PROJECT cost increases pursuant to Section 4.7 below and pay such costs from REDLANDS's local funds.
- 1.11 Submit to COUNTY an itemized accounting of actual PROJECT costs incurred by REDLANDS to date and which have not already been paid by COUNTY, REDLANDS, or LOMA LINDA, and a statement for COUNTY's proportionate share of the PROJECT costs as provided herein. Costs shall be amended following acceptance of the final construction cost accounting by COUNTY, REDLANDS, and LOMA LINDA.
 - 1.12 Submit to LOMA LINDA an itemized accounting of actual PROJECT costs incurred by COUNTY to date and which have not already been paid by COUNTY, REDLANDS, or LOMA LINDA, and a statement for LOMA LINDA's proportionate share of the PROJECT costs as provided herein. Costs shall be amended following acceptance of the final construction cost accounting by COUNTY, REDLANDS, and LOMA LINDA.
 - 1.13 If right-of-way is needed, REDLANDS shall order title reports on such parcels. All costs associated with right-of-way acquisition shall be reimbursed by the responsible public agency or agencies dependent upon jurisdiction.
 - 1.14 Provide services to acquire the right-of-way if needed for the PROJECT, to include contacting owner or occupant, entering properties, appraising right-of-way parcels, inspecting and negotiating takes and easements including improvements.
 - 1.15 Include completion of any applicable NEPA and CEQA requirements.
 - 1.16 As part of a flood control project in the PROJECT area, a temporary traffic signal has been installed at the intersection of San Timoteo Canyon Road and Barton Road. In the event that the flood control project in the PROJECT area is completed prior to the commencement of the PROJECT, REDLANDS shall be responsible for 50% of the cost of maintenance of the temporary traffic signal until such time as the temporary traffic signal is removed or otherwise rendered inoperative as part of the PROJECT.
 - 1.17 After acceptance of the construction contract of PROJECT work by COUNTY, REDLANDS, and LOMA LINDA, REDLANDS shall be responsible for performing any maintenance for the completed signalized intersection associated with the PROJECT and shall be responsible for 50% of the associated maintenance costs.

2.0 COUNTY AGREES TO:

- 2.1 Pay for its proportionate share of the PROJECT costs. The PROJECT costs shall include the cost of PROJECT construction, design, construction engineering, compliance with CEQA requirements, and overhead costs. COUNTY's proportionate share is 25% of the PROJECT costs, which is estimated at \$50,000. The COUNTY will also pay for its proportionate share of right-of-way costs, as specified in Section 2.2 below.
- 2.2 Pay for its proportionate share of those right-of-way costs for properties that are located within the COUNTY's jurisdiction.
- 2.3 Pay to REDLANDS, on a reimbursement basis, its share of PROJECT costs, including its proportionate share of any PROJECT cost increases pursuant to Section 4.7 below, within thirty (30) days after receipt of an itemized statement as set forth in Section 1.11 of this Agreement setting forth all actual PROJECT costs incurred by REDLANDS to date and which have not already been paid by COUNTY, REDLANDS, or LOMA LINDA, together with adequate documentation of said expenditures.
- 2.4 Provide a no-cost permit to REDLANDS for its work in COUNTY's right-of-way.
- 2.5 Should REDLANDS be unable to acquire the necessary right-of-way located within the limits of COUNTY, then COUNTY, in consultation with REDLANDS and LOMA LINDA, shall consider using the power of Eminent Domain to acquire any necessary rights-of-way at a public hearing noticed and conducted in accordance with California Code of Civil Procedure, Section 1245.235 for the purpose of considering the adoption of a resolution of necessity. If COUNTY elects to proceed with using its power of Eminent Domain, it shall do so in a timely manner and at no cost to REDLANDS. The parties acknowledge and understand that this Agreement does not obligate COUNTY in any way to use the power of Eminent Domain to

acquire any rights-of-way within COUNTY. COUNTY's use of the power of Eminent Domain is conditioned by law upon certain findings and determinations that COUNTY, in its sole discretion, must make in accordance with the California Code of Civil Procedure. COUNTY makes no warranty or guarantee of the eventual result or outcome of its discretionary consideration of the use of Eminent Domain to acquire any rights-of-way within COUNTY or of any actual Eminent Domain proceeding. In the event that REDLANDS is unable to acquire the necessary right-of-way located within the limits of COUNTY and COUNTY is unable or unwilling to use Eminent Domain to acquire right-of-way, this Agreement shall be deemed to be terminated by mutual consent. In the event of termination as provided herein, all PROJECT costs required to be paid by the parties prior to the effective date of termination shall be paid by the parties in the proportions provided herein.

- 2.6 As part of a flood control project in the PROJECT area, a temporary traffic signal has been installed at the intersection of San Timoteo Canyon Road and Barton Road. In the event that the flood control project in the PROJECT area is completed prior to the commencement of the PROJECT, COUNTY shall be responsible for 25% of the cost of maintenance of the temporary traffic signal until such time as the temporary traffic signal is removed or otherwise rendered inoperative as part of the PROJECT.
- 2.7 After acceptance of the construction contract of PROJECT work by COUNTY, REDLANDS, and LOMA LINDA, COUNTY shall reimburse REDLANDS for 25% of the cost of maintenance of the completed signalized intersection associated with the PROJECT.

3.0 LOMA LINDA AGREES TO:

- 3.1 Pay for its proportionate share of the PROJECT costs. The PROJECT costs shall include the cost of PROJECT construction, design, construction engineering, compliance with CEQA requirements, and overhead costs. LOMA LINDA's proportionate share is 25% of the PROJECT costs, which is estimated at \$50,000. LOMA LINDA will also pay for its proportionate share of right-of-way costs, as specified in Section 3.2 below.
- 3.2 Pay for its proportionate share of those right-of-way costs for properties that are located within LOMA LINDA's jurisdiction.
- 3.3 Pay to REDLANDS, on a reimbursement basis, its share of PROJECT costs, including its proportionate share of any PROJECT cost increases pursuant to Section 4.7 below, within thirty (30) days after receipt of an itemized statement as set forth in Section 1.11 of this Agreement setting forth all actual PROJECT costs incurred by REDLANDS to date and which have not already been paid by COUNTY, REDLANDS, or LOMA LINDA, together with adequate documentation of said expenditures.
- 3.4 Provide a no-cost permit to REDLANDS for its work in LOMA LINDA's right-of-way.
- 3.5 Should REDLANDS be unable to acquire the necessary right-of-way located within the limits of LOMA LINDA, then LOMA LINDA, in consultation with REDLANDS and COUNTY, shall consider using the power of Eminent Domain to acquire any necessary rights-of-way at a public hearing noticed and conducted in accordance with California Code of Civil Procedure, Section 1245.235 for the purpose of considering the adoption of a resolution of necessity. If LOMA LINDA elects to proceed with using its power of Eminent Domain, it shall do so in a timely manner and at no cost to REDLANDS. The parties acknowledge and understand that this Agreement does not obligate LOMA LINDA in any way to use the power of Eminent Domain to acquire any rights-of-way within LOMA LINDA. LOMA LINDA's use of the power of Eminent Domain is conditioned by law upon certain findings and determinations that LOMA LINDA, in its sole discretion, must make in accordance with the California Code of Civil Procedure. LOMA LINDA makes no warranty or guarantee of the eventual result or outcome of its discretionary consideration of the use of Eminent Domain to acquire any rights-of-way within LOMA LINDA or of any actual Eminent Domain proceeding. In the event that REDLANDS is unable to acquire the necessary right-of-way located within the limits of LOMA LINDA and LOMA LINDA is unable or unwilling to use Eminent Domain to acquire right-of-way, this Agreement shall be deemed to be terminated by mutual consent. In the event of termination as provided herein, all PROJECT costs required to be paid by the parties prior to the effective date of termination shall be paid by the parties in the proportion provided herein.

- 3.6 As part of a flood control project in the PROJECT area, a temporary traffic signal has been installed at the intersection of San Timoteo Canyon Road and Barton Road. In the event that the flood control project in the PROJECT area is completed prior to the commencement of the PROJECT, LOMA LINDA shall be responsible for 25% of the cost of maintenance of the temporary traffic signal until such time as the temporary traffic signal is removed or otherwise rendered inoperative as part of the PROJECT.
- 3.7 After acceptance of the construction contract of PROJECT work by COUNTY, REDLANDS, and LOMA LINDA, LOMA LINDA shall reimburse REDLANDS for 25% of the cost of maintenance of the completed signalized intersection associated with the PROJECT.

4.0 IT IS MUTUALLY AGREED:

- 4.1 COUNTY agrees to indemnify and hold harmless REDLANDS and LOMA LINDA, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of COUNTY, its officers, employees, agents or volunteers in connection with COUNTY's performance of its obligations under this Agreement.
- 4.2 REDLANDS agrees to indemnify and hold harmless the COUNTY and LOMA LINDA, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of REDLANDS, its officers, employees, agents or volunteers in connection with REDLANDS's performance of its obligations under this Agreement.
- 4.3 LOMA LINDA agrees to indemnify and hold harmless the COUNTY and REDLANDS, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of LOMA LINDA, its officers, employees, agents or volunteers in connection with LOMA LINDA's performance of its obligations under this Agreement.
- 4.4 In the event that a claim or suit is brought against COUNTY, REDLANDS, and/or LOMA LINDA, REDLANDS will initially defend the involved parties, with COUNTY and LOMA LINDA waiving potential conflict, until such time that the liability situation is defined.
- 4.5 In the event the COUNTY and/or REDLANDS and/or LOMA LINDA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or REDLANDS and/or LOMA LINDA shall indemnify the other parties to the extent of its comparative fault. Furthermore, if the COUNTY, REDLANDS, or LOMA LINDA attempts to seek recovery from the other parties for Workers' Compensation benefits paid to an employee, the COUNTY, REDLANDS, and LOMA LINDA agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 4.6 COUNTY, REDLANDS, and LOMA LINDA are self-insured public entities for purposes of Professional Liability, General Liability, and Workers' Compensation. COUNTY, REDLANDS, and LOMA LINDA warrant that through their programs of self-insurance, they have adequate Professional Liability, General Liability and Workers' Compensation to provide coverage for liabilities arising out of COUNTY, REDLANDS, and LOMA LINDA's performance of this Agreement.
- 4.7 The parties acknowledge that final PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices or change orders (but not from unforeseen conditions or requested additional work by a party which are addressed in Section 4.9 below) over the estimated total PROJECT costs of \$200,000 (which is the sum of \$50,000 from COUNTY, \$100,000 from REDLANDS, and \$50,000 from LOMA LINDA) shall be borne 25% by the COUNTY, 50% by REDLANDS, and 25% by LOMA LINDA as part of the parties' respective obligations to pay for PROJECT costs.
- 4.8 REDLANDS shall notify COUNTY and LOMA LINDA of the bids received and the amounts thereof. Within ten (10) days thereafter, COUNTY, REDLANDS, and LOMA LINDA shall determine the cost of the PROJECT. In the event that any party intends to cancel this Agreement based upon the bids or amount thereof, said party shall notify the other parties at a

- reasonable time so as to avoid the letting of a contract to construct the PROJECT and any detrimental reliance by either contract or any potential contractor.
- 4.9 Additional work/costs arising from unforeseen site conditions (e.g. relocating a Utility that the COUNTY, REDLANDS, and LOMA LINDA were not aware of) shall be paid by COUNTY, REDLANDS, or LOMA LINDA in proportion to where the work actually lies. If COUNTY, REDLANDS, or LOMA LINDA requests additional work that is beyond the scope of the original PROJECT, said work shall be paid solely by the agency requesting the work at the construction contract unit costs.
- 4.10 If after opening bids for the PROJECT, it is found that a cost overrun of no more than 25% of the estimated PROJECT costs will occur, REDLANDS may award the contract and notwithstanding any provision herein to the contrary the COUNTY, REDLANDS, and LOMA LINDA shall pay for the cost of construction as provided by this Agreement.
- 4.11 If, upon opening of bids, it is found that a cost overrun exceeding 25% of the estimated PROJECT costs will occur, REDLANDS shall not award any contracts for the PROJECT. Rather COUNTY, REDLANDS, and LOMA LINDA shall endeavor to agree upon an alternative course of action, including re-bidding of the PROJECT. If, after thirty (30) days, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.
- 4.12 In the event that change orders are required during the course of the PROJECT, said change orders must be in form and substance as set forth in attached Exhibit "B" of this Agreement and approved by COUNTY, REDLANDS, and LOMA LINDA. Contract Change Order forms will be delivered by fax and must be returned within two working days.
- 4.13 This Agreement may be cancelled upon thirty (30) days written notice of any party, provided however, that no party may cancel this Agreement after REDLANDS lets a contract to construct the PROJECT. In the event of cancellation as provided herein, all PROJECT costs required to be paid by the parties prior to the effective date of cancellation shall be paid by the parties in the proportion provided herein.
- 4.14 Except with respect to the parties' operation, maintenance and indemnification obligations contained herein, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by COUNTY and LOMA LINDA for their shares of the PROJECT.
- 4.15 This Agreement contains the entire agreement of the parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing signed by all parties.
- 4.16 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between COUNTY, REDLANDS, and LOMA LINDA concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and prosecuted in the appropriate state court in the County of San Bernardino, California.
- 4.17 Time is of the essence for each and every provision of this Agreement.
- 4.18 Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 4.19 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all parties.
- 4.20 No waiver of any default shall constitute a waiver of any other default or brief, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other parties any contractual rights by custom, estoppel, or otherwise.
- 4.21 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 4.22 This Agreement may be signed in counterparts, each of which shall constitute an original.

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

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands.

CITY OF REDLANDS

(Print or type name of corporation, company, contractor, etc.)

By *Susan Pepler*
(Authorized signature - sign in blue ink)

Name Susan Pepler, Mayor
(Print or type name of person signing contract)

Attest: *Lorrie Poyzer*

Name: Lorrie Poyzer, City Clerk

Address P.O. BOX 3005

REDLANDS, CA 92373

Date: August 3, 2004

COUNTY OF SAN BERNARDINO

By *Bill Postmus*

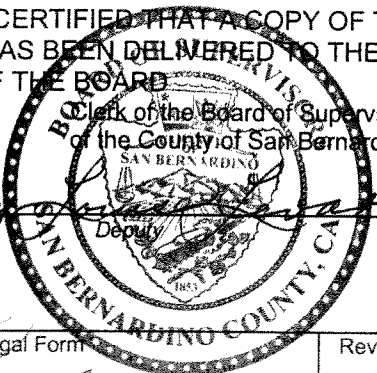
~~Dennis Hansberger~~, Chairman, Board of Supervisors
BILL POSTMUS, Vice

Dated: OCT 05 2004

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors of the County of San Bernardino.

By *Maty [Signature]*



Approved as to Legal Form

County Counsel

Date 9-20-04

Reviewed by Contract Compliance

Date 9-20-04

Presented to BOS for Signature

Department Head

Date 9/20/04

CITY OF LOMA LINDA

(Print or type name of corporation, company, contractor, etc.)

By *Karen Gaio Hansberger*
(Authorized signature - sign in blue ink)

Name Karen Gaio Hansberger
(Print or type name of person signing contract)

Title Mayor

Dated: August 24, 2004 (Print or Type)

Address 25541 BARTON ROAD

LOMA LINDA, CA 92354

EXHIBIT "A"
ESTIMATE OF PROJECT COSTS

**FOR CITY OF REDLANDS/CITY OF LOMA LINDA/SAN BERNARDINO COUNTY
FOR TRAFFIC SIGNAL INSTALLATION**

IN THE REDLANDS/LOMA LINDA AREA

DESCRIPTION	LIMITS	TOTAL COST OF PROJECT	COUNTY OF SAN BERNARDINO SHARE	% OF PROJECT COUNTY	CITY OF REDLANDS SHARE	% OF PROJECT REDLANDS	CITY OF LOMA LINDA SHARE	% OF PROJECT LOMA LINDA
Traffic Signal Installation	Intersection of San Timoteo Canyon Road and Barton Road	\$200,000	\$50,000	25%	\$100,000	50%	\$50,000	25%
TOTAL		\$200,000	\$50,000	25%	\$100,000	50%	\$50,000	25%

PROJECT costs may be increased or decreased
based on accepted contractor's bid.

Increases due to a contractor's accepted bid will be allocated
COUNTY 25% REDLANDS 50% LOMA LINDA 25%

EXHIBIT "B"

CONTRACT CHANGE ORDER REVIEW/APPROVAL

PROJECT:
SAN TIMOTEO CANYON ROAD @ BARTON ROAD
SAN BERNARDINO COUNTY CONTRACT #

File: H13851

Proposed Contract Change Order No. _____ has been reviewed in accordance with the existing agreements with the City of Redlands, City of Loma Linda, and County of San Bernardino for the above project and the following shall apply:

DATE OF CITY OF REDLANDS ACTION: ____/____/____

- ☐ APPROVED for Implementation with 100% Participation by CITY OF REDLANDS
- ☐ APPROVED Subject to Comments/Revisions Accompanying This Document
- ☐ APPROVED With Limited Funding Participation by CITY OF REDLANDS
- ☐ _____% of Actual Cost to be Funded by CITY OF REDLANDS
- ☐ CITY OF REDLANDS Participation Not to Exceed \$ _____
- ☐ DISAPPROVED -Not Acceptable to CITY OF REDLANDS

DATE OF CITY OF LOMA LINDA ACTION: ____/____/____

- ☐ APPROVED for Implementation with 100% Participation by CITY OF LOMA LINDA
- ☐ APPROVED Subject to Comments/Revisions Accompanying This Document
- ☐ APPROVED With Limited Funding Participation by CITY OF LOMA LINDA
- ☐ _____% of Actual Cost to be Funded by CITY OF LOMA LINDA
- ☐ CITY OF LOMA LINDA Participation Not to Exceed \$ _____
- ☐ DISAPPROVED -Not Acceptable to CITY OF LOMA LINDA

DATE OF COUNTY OF SAN BERNARDINO ACTION: ____/____/____

- ☐ APPROVED for Implementation with 100% Participation by COUNTY OF SAN BERNARDINO
- ☐ APPROVED Subject to Comments/Revisions Accompanying This Document
- ☐ APPROVED With Limited Funding Participation by COUNTY OF SAN BERNARDINO
- ☐ _____% of Actual Cost to be Funded by COUNTY OF SAN BERNARDINO
- ☐ COUNTY OF SAN BERNARDINO Participation Not to Exceed \$ _____
- ☐ DISAPPROVED -Not Acceptable to COUNTY OF SAN BERNARDINO

Note: Approval under any of the above conditions shall in no case be construed as agreement to increase the total financial participation beyond that prescribed in the existing COUNTY OF SAN BERNARDINO, CITY OF REDLANDS, and CITY OF LOMA LINDA agreements without separate amendment to said agreements. Net increases in costs deriving from this and previously approved Contract Change Orders shall not cause the total construction costs to exceed the sum of the authorized contract total and contingency amounts.

Comments, as follows and/or attached, are conditions of the above action? ☐ YES ☐ NO

CITY OF REDLANDS SIGNATURE: _____

CITY OF LOMA LINDA SIGNATURE: _____

CITY OF REDLANDS TITLE: _____

CITY OF LOMA LINDA TITLE: _____

COUNTY OF SAN BERNARDINO SIGNATURE: _____

COUNTY OF SAN BERNARDINO TITLE: _____

Distribution:
 Signed Original Returned to Redlands Resident Engineer (FAX # 909-798-7503), Loma Linda Resident Engineer (FAX # 909-799-2890), and County of San Bernardino Resident Engineer (FAX # 909-387-7927)
 Signed Original for CITY OF REDLANDS, CITY OF LOMA LINDA, and COUNTY OF SAN BERNARDINO Files