

**AGREEMENT FOR LANDSCAPE MAINTENANCE
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 38 WITHIN THE CITY OF REDLANDS
(CUP No. 818)**

THIS AGREEMENT is made and executed effective this 3rd day of December 2008, by and between the State of California, acting through its Department of Transportation, hereinafter referred to as "STATE," and the CITY of REDLANDS, hereinafter referred to as "CITY," together referred to as "PARTIES".

WITNESSETH

RECITALS:

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number 08-06-6-CS-1012.
2. This Agreement addresses CITY responsibility for the landscaping, planting, and irrigation systems, mulches, weed and litter removal (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 38 (Mentone Boulevard at Amethyst Street), as shown on Exhibit A, attached to and made a part of this Agreement.

Section I

In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:

- a) PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, & maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
- b) When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' Division of Maintenance's responsibility as described herein, PARTIES will agree upon and provide a new dated and revised Exhibit "A" which will be made a part hereof by an amendment to this Agreement when executed and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.

Section II

CITY agrees, at CITY expense, to do the following:

- a) CITY may install, or contract authorizing a licensed contractor with appropriate class of license in the State of California, to install {if relevant} and thereafter will MAINTAIN (section 27 of the Streets and Highways Code) LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
- b) CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
- c) CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- d) An Encroachment Permit rider may be required for any changes to the scope of work allowed by this agreement prior to the start of any work within STATE's right of way.
- e) CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- f) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth in perpetuity.
- g) To replace unhealthy or dead plantings when observed within 30 days when notified by STATE that plant replacement is required.
- h) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- i) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

- j) To control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to the STATE to: District maintenance at 464 W. 4th Street, 6th Floor MS 1107, San Bernardino, CA 92401-1400.
- k) To expeditiously repair any STATE facility damage ensuing from CITY'S LANDSCAPE sign and presence and, activities, including, but not limited to, damage caused by plants and plant roots and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY's LANDSCAPE presence and activities should STATE be required to cure a CITY default.
- l) To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive acceptable to STATE in the event this Agreement is terminated as set forth herein.
- m) To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- n) To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
- o) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- p) To MAINTAIN all sidewalks/bike paths within the AGREEMENT limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING in an expeditious manner.
- q) To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- r) To allow random inspection of LANDSCAPING by a STATE representative.

- s) To keep the entire landscaped area policed and free of litter and deleterious material.
- t) All work by or on behalf of CITY will be done at no cost to STATE.

Section III

STATE agrees to do the following:

- a) Provide CITY with timely written notice of unsatisfactory conditions that require correction by CITY.
- b) Issue encroachment permits to CITY and CITY contractors at no cost to them.

Section IV

Legal Relations and Responsibilities:

- a) Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and MAINTENANCE of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
- b) If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. The CITY hereby agrees to pay said STATE expenses within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to effect that cure.
- c) Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other

theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

- d) Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY/COUNTY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- e) Insurance. CITY and their contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.
- f) Prevailing Wage Requirements. Workers employed in the performance of work contracted for by CITY, and /or performed under encroachment permit, are covered by the prevailing wage provisions of the Labor Code in the same manner as are workers employed by STATE's contractors.

CITY shall require its contractors to include prevailing wage requirements in all subcontracts entered into to perform the work mentioned in this agreement. All the CITY's contracts with their contractors shall include a requirement that contractors and their subcontracts shall include prevailing wage requirements identical to those set forth in this Agreement.
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- h) Term of Agreement. This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause.

The PARTIES are empowered by Street and Highways Code section 114 & 130 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

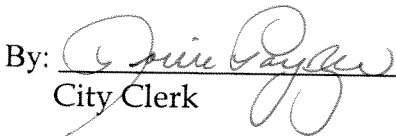
THE CITY OF REDLANDS

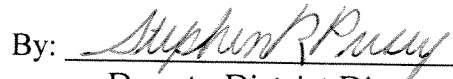
STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

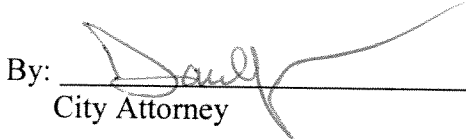
By:  _____
City Manager

WILL KEMPTON
Director of Transportation

Attest:

By:  _____
City Clerk

By:  _____
Deputy District Director
Maintenance

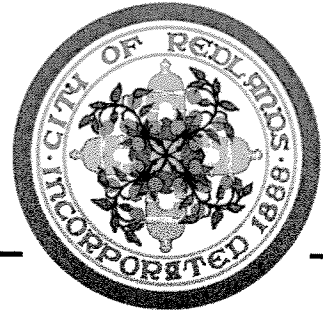
By:  _____
City Attorney

By: _____
** Attorney
Department of Transportation

** Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.

City of Redlands

Municipal Utilities and Engineering Department



December 8, 2008

Department of Transportation
District 8, Maintenance Engineering
Carelia Arora, Encroachment Permits
464 W. 4th Street, MS 619
San Bernardino, CA 92401-1400

Permit No. 08-06-6-CS-1012 - Landscape Maintenance Agreement for State Highway Route 38 at Amethyst Street (CRA No. 818)

Enclosed are six originals of the signed Landscape Maintenance Agreement executed on December 3, 2008 for State Highway Route 38 at Amethyst Street in the City of Redlands.

<u>Cross Streets</u>	<u>Post Mile</u>	<u>Length</u>
Amethyst Street	5.0 to 5.0	500 feet

Please return one fully executed original of the agreement to this office. Thank you for your cooperation. If you have any questions, please contact me at (909) 798-7584 or e-mail me at tfujiwara@cityofredlands.org.

TOM T. FUJIWARA, P.E.
Assistant City Engineer

FILE: CUP NO. 818

RECEIVED
08 DEC 10 PM 2:17
CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING

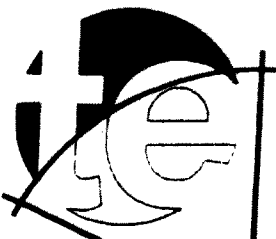
"Preserving the Past, Protecting the Future"

P.O. Box 3005 • REDLANDS, CA 92373 • www.ci.redlands.ca.us

EXHIBIT 'A'

MAINTENANCE AREA EXHIBIT

PREPARED BY:



- land planning
- civil engineering

phone 909.748.7777
fax 909.748.7776

thatcher engineering & associates, inc.
345 5TH street, suite 'b' redlands, ca 92374



APN 0298-251-09

PHASE 1

LIMITS OF
CALTRANS RW

PHASE 2

PROPOSED RW

PROPOSED
SIDEWALK

EXISTING RW

MENTONE

(CALTRANS RW)

BLVD.

PROPOSED
CURB & GUTTER

STREET

AMETHYST



SCALE 1"=100'

AREA TO BE MAINTAINED



PHASE 1



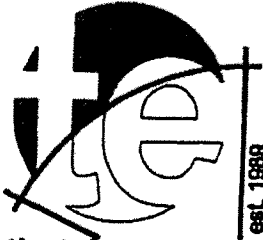
PHASE 2

EXHIBIT 'A'
MAINTENANCE AREA EXHIBIT
SR-38

RECEIVED

08 DEC 10 PM 2: 7

PREPARED BY:



- land planning
- civil engineering
- landscape architecture

phone 909.748.7777
fax 909.748.7778

thatcher engineering & associates, inc.
345 5TH street, suite 'b' redlands, ca 92374



RECEIVED
PERMIT OFFICE

APN 0298-251-09

LEGEND:



AREA TO BE
MAINTAINED

LIMITS OF
CALTRANS RW

PROPOSED RW

PROPOSED
SIDEWALK

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MENTONE
(CALTRANS RW)

PROPOSED
CURB & GUTTER
BLVD.

AMETHYST
STREET

P.M. S.O

EXHIBIT 'A'
LANDSCAPE MAINTENANCE AGREEMENT
EXECUTED _____, 2008
ENCROACHMENT PERMIT NO. 08-06-G-CS-1012

SIGNATURE: *Rosmary Thompson*
CITY OF REDLANDS APPROVAL

DATE: 11/10/08

SIGNATURE: _____
CALTRANS APPROVAL

DATE: _____

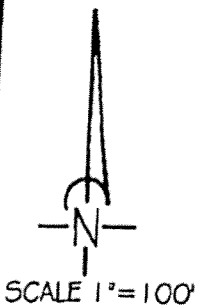
DATE:

11/3/08

SCALE:

1"=100'

SHEET 1 OF 1



SCALE 1"=100'

MASTER AGREEMENTS COVER SHEET

ADM-0133 (NEW 1/96)

DOC # SBD-36- 016530

12/29/08

DIVISION/DISTRICT NAME

56 - MAINTENANCE

CONTACT PERSON (Name)

FELICIA HAYES

BUSINESS PHONE

654-5550

MAIL STATION NO.

31

DOCUMENT FILE NUMBER (Records Management will assign)

SBD-36- 016530

NOTE: Add the above Document file number to ALL Supplement and Amendments BEFORE forwarding to Records Management

TYPE OF AGREEMENT (Check one)

☐ Cooperative ☐ Delegated ☐ Freeway ☐ Electrical ☒ Landscape ☐ Other __

NAME OF PROJECT

DIVISION

DIST.

MAINT

D-8

COUNTY

ROUTE(S)

POST MILE(S)

SAN BERNARDINO

38

5.00

THIS AGREEMENT IS MADE BETWEEN THE STATE OF CALIFORNIA AND

☒ CITY ☐ COUNTY ☐ OTHER REDLANDS

EXECUTION DATE(S) OF MASTER AGREEMENT (Must have Month and Year)

December 3, 2008

EXPENDITURE AUTHORIZATION NUMBER(S)

DESCRIPTION

(See Attached)

EXECUTED AGREEMENT OF LANDSCAPE MAINTENANCE ON REDLANDS PROJECT LOCATED ON ROUTE
38 AND AMETHYST STREET.

016530

**AGREEMENT FOR LANDSCAPE MAINTENANCE
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 38 WITHIN THE CITY OF REDLANDS
(CUP No. 818)**

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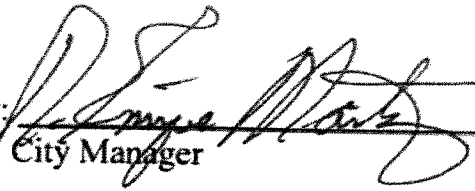
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THE CITY OF REDLANDS

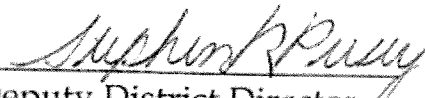
STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

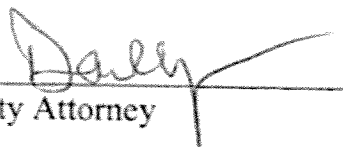
By: 
City Manager

WILL KEMPTON
Director of Transportation

Attest:

By: 
City Clerk

By: 
Deputy District Director
Maintenance

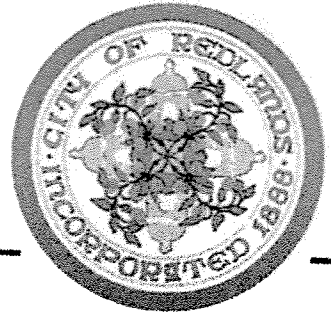
By: 
City Attorney

By: _____
** Attorney
Department of Transportation

**Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.

City of Redlands

Municipal Utilities and Engineering Department



December 8, 2008

Department of Transportation
District 8, Maintenance Engineering
Carelia Arora, Encroachment Permits
464 W. 4th Street, MS 619
San Bernardino, CA 92401-1400

Permit No. 08-06-6-CS-1012 - Landscape Maintenance Agreement for State Highway Route 38 at Amethyst Street (CRA No. 818)

Enclosed are six originals of the signed Landscape Maintenance Agreement executed on December 3, 2008 for State Highway Route 38 at Amethyst Street in the City of Redlands.

<u>Cross Streets</u>	<u>Post Mile</u>	<u>Length</u>
Amethyst Street	5.0 to 5.0	500 feet

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TOM T. FUJIWARA, P.E.
Assistant City Engineer

FILE: CUP NO. 818

RECEIVED
08 DEC 10 PM 2:17
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

"Preserving the Past, Protecting the Future"

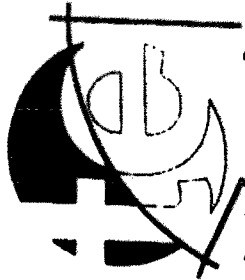
P.O. Box 3005 • REDLANDS, CA 92373 • www.ci.redlands.ca.us

016530

EXHIBIT 'A'

MAINTENANCE AREA EXHIBIT

PREPARED BY:

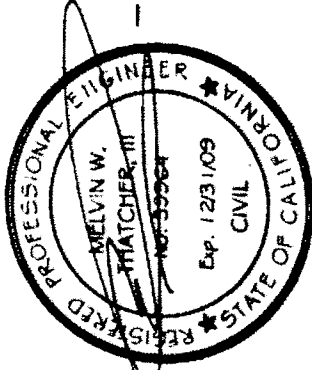


- land planning
- civil engineering

phone 909.748.7777
fax 909.748.7776

thatcher engineering & associates, inc.

345 5TH street, suite 'b' redlands, ca 92374



APN 0298-251-09

STREET

AMELHYST

LIMITS OF
CALTRANS RW

PHASE 1

PHASE 2

PROPOSED RW

PROPOSED
SIDEWALK

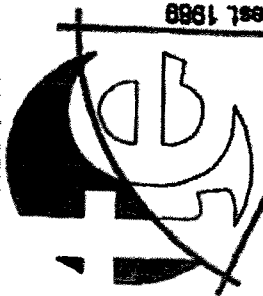
EXHIBIT 'A'

MAINTENANCE AREA EXHIBIT
SR-38

RECEIVED

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PREPARED BY:

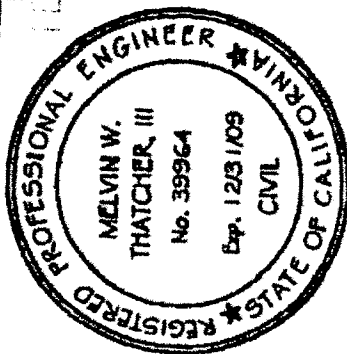


- land planning
- civil engineering
- landscape architecture

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APN 0298-251-09

LEGEND:



AREA TO BE
MAINTAINED

LIMITS OF
CALTRANS RW

PROPOSED RW

STREET

AMETHYST