

**AGREEMENT FOR LANDSCAPE MAINTENANCE  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE INTERSTATE 10 WITHIN THE CITY OF REDLANDS**  
(CRA No. 826)

THIS AGREEMENT is made and executed effective this 1st 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".

RECITALS:

WITNESSETH

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 08-08-6-MC-0337.
2. This Agreement addresses CITY responsibility for the maintenance of landscaping, planting, irrigation systems, mulches, control, litter and weed removal (collectively the "LANDSCAPING") placed within State Highway right of way on State Route Interstate 10, 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 execute a new dated and revised Exhibit which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the Parties hereto acting by and through their authorized representatives. No formal amendment to this agreement will be required.

## 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 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: the District Maintenance at 464 W. 4<sup>th</sup> Street, 6<sup>th</sup> Floor MS1107, San Bernardino, CA 92401-1400.
- k) To expeditiously repair any STATE facility damage ensuring from CITY'S LANDSCAPE sign and presence and, activities, including, but not limited to, damaged caused by plants and plant roots and to reimburse 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 condition 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, street lighting systems, sidewalks/bike paths and signs 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) May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
- 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 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) Prevailing Wage Requirements: Labor Code Compliance:  
If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance CITY must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
- f) Prevailing Wage Requirements in Subcontracts  
CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.
- g) 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.

h) Termination

This Agreement may be terminated by timely mutual written consent by the PARTIES, and CITY's failure to comply with the provisions of this Agreement will be grounds for a Notice of Termination by STATE.

i) Term of Agreement

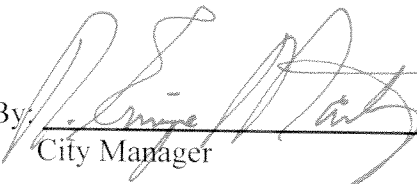
This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause.

**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.

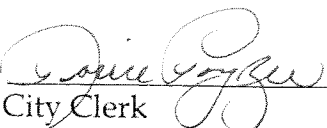
THE CITY OF REDLANDS

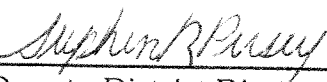
STATE OF CALIFORNIA  
DEPARTMENT OF  
TRANSPORTATION

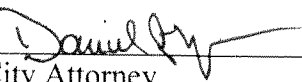
By:   
City Manager

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 5, 2008

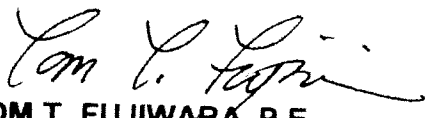
Department of Transportation  
District 8, Maintenance Engineering  
Carelia Arora, Encroachment Permits  
464 W. 4<sup>th</sup> Street, MS 619  
San Bernardino, CA 92401-1400

**Permit No. 08-08-6MC-0337 - Landscape Maintenance Agreement for California Street at Interstate Highway 10 (CRA No. 826)**

Enclosed are six originals of the signed Landscape Maintenance Agreement executed on December 3, 2008 for California Street between Interstate Highway 10 and Orange Tree Lane in the City of Redlands.

| <u>Cross Streets</u> | <u>I-10 Post Mile</u> | <u>Length on California Street</u> |
|----------------------|-----------------------|------------------------------------|
| Orange Tree Lane     | 28.2                  | 255 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](mailto:tfujiwara@cityofredlands.org).

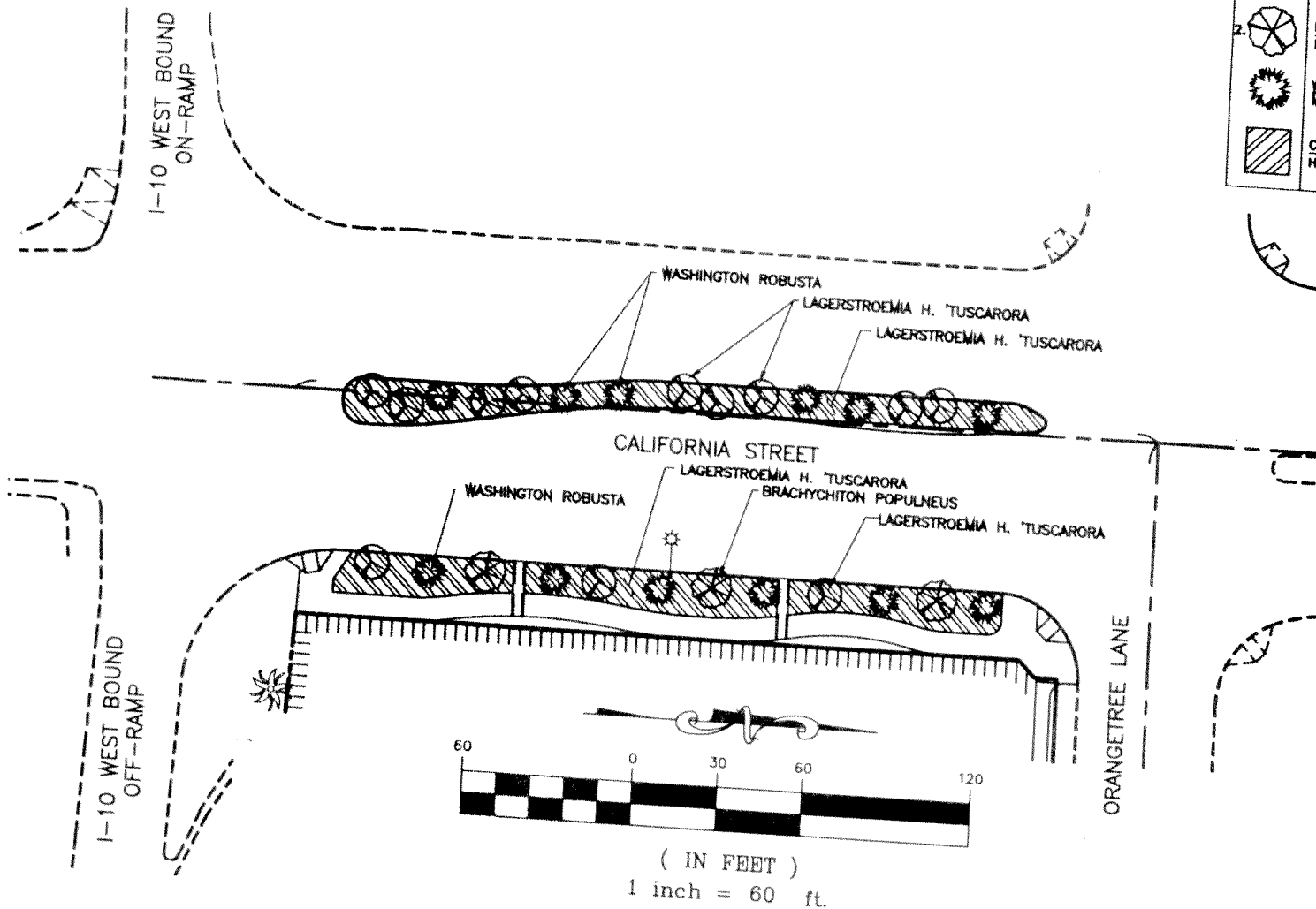
  
**TOM T. FUJIWARA, P.E.**  
Assistant City Engineer

FILE: CRA NO. 826

*"Preserving the Past, Protecting the Future"*

P.O. Box 3005 • REDLANDS, CA 92373 • [www.ci.redlands.ca.us](http://www.ci.redlands.ca.us)

| PLANTING LEGEND |                                              |         |           |
|-----------------|----------------------------------------------|---------|-----------|
| SYMBOL          | BOTANICAL/COMMON NAME                        | SIZE    | REMARKS   |
| 1.              | LAGERSTROEMIA H. 'TUSCARORA'<br>CRAPE MYRTLE | 24" Box | DECIDUOUS |
| 2.              | BRACHYCHITON POPULNEUS<br>BOTTLE TREE        | 24" Box |           |
|                 | WASHINGTON ROBUSTA<br>MEXICAN FAN PALM       | 16' bl  |           |
|                 | CREeping RED FESCUE<br>HYDRO-SEEDED TURF     |         | SEED      |



ORANGETREE PLAZA  
EXHIBIT "A" - CALTRANS AREA  
I-10 POST MILE 28.2  
REDLANDS, CALIFORNIA

EXHIBIT "A"  
LANDSCAPE MAINTENANCE AGREEMENT  
PERMIT NO: 08-08-6-MC-0337

SIGNATURE: Tom P. Griffin  
CITY OF REDLANDS APPROVAL

DATE: 11/04/08

SIGNATURE: \_\_\_\_\_  
CALTRANS APPROVAL

DATE: \_\_\_\_\_