

08-SBd-10-29.3  
08351 - 224601  
At Alabama Street Ramps

District Agreement No. 8 - 397

THIS AGREEMENT, ENTERED INTO ON \_\_\_\_\_, 19\_\_ IS  
BETWEEN

CITY OF REDLANDS  
a body politic and a municipal  
corporation of the State of  
California, referred to herein  
as "CITY"

AND

COUNTY OF SAN BERNARDINO  
a political subdivision of the  
State of California, referred  
to herein as "COUNTY"

AND

STATE OF CALIFORNIA  
acting by and through its  
Department of Transportation,  
referred to herein as "STATE"

## RECITALS

(1) STATE, CITY, and COUNTY contemplate installing traffic control signal systems and safety lighting at the intersections of the Route 10 ramps with Alabama Street, referred to herein as "PROJECT", and desire to specify the terms and conditions under which such systems are to be installed, financed and maintained.

(2) It is anticipated that Federal-Aid Interstate Funds (FAI) will be allocated for financing 100% of the construction, construction engineering and design engineering costs which are eligible for Federal-Aid participation, and STATE, CITY, and COUNTY will bear the remainder of the costs as set forth herein, and as shown in EXHIBIT A attached and hereby made a part of this agreement.

## SECTION I

### STATE AGREES:

(1) To provide plans and specifications and all necessary construction engineering services for the PROJECT and to bear STATE'S 50% share of the expense thereof, as shown in EXHIBIT A.

(2) To construct the PROJECT by contract in accordance with the plans and specifications of STATE.

(3) To pay an amount equal to 50% of construction costs, as shown on EXHIBIT A; but in no event shall STATE'S total obligation for construction costs under this agreement exceed the amount of \$2,000; provided that STATE may, at its sole discretion, in writing, authorize a greater amount.

(4) To maintain and operate the entire traffic control signal system and safety lighting as installed and pay an amount equal to 50% of the total costs.

## SECTION II

### CITY AGREES:

(1) To deposit with STATE, prior to award of a construction contract for PROJECT, the amount of \$4,200 which figure represents CITY'S estimated share of the expense of design engineering, construction engineering and functional and administrative overhead assessments as described in Section IV, paragraph 11 and as shown in EXHIBIT A. CITY'S share shall be 25% of said costs after FAI payment is made.

(2) To pay 25% of construction costs (if any) after FAI payment is made, but in no event shall CITY'S total obligation for construction costs under this agreement exceed the amount of \$1,000, including costs of protection, relocation or removal of any utilities charged to CITY as set forth in Section IV, paragraph 10, hereof; provided that CITY may at its sole discretion, in writing, authorize a greater amount.

(3) To reimburse STATE for CITY'S proportionate share of the cost of maintenance and operation of said traffic control signal system and safety lighting, such share to be an amount equal to 25% of the total cost.

### SECTION III

#### COUNTY AGREES:

(1) To deposit with STATE, prior to award of a construction contract for PROJECT, the amount of \$4,200 which figure represents COUNTY'S estimated share of the expense of design engineering, construction engineering and functional and administrative overhead assessments as described in Section IV, paragraph 11 and as shown in EXHIBIT A. COUNTY'S share shall be 25% of said costs after FAI payment is made.

(2) To pay 25% of construction costs (if any) after FAI payment is made, but in no event shall COUNTY'S total obligation for construction costs under this agreement exceed the amount of \$1,000, including costs of protection, relocation or removal of any utilities charged to COUNTY as set forth in Section IV, paragraph 10, hereof; provided that COUNTY may at its sole discretion, in writing, authorize a greater amount.

(3) To reimburse STATE for COUNTY'S proportionate share of the cost of maintenance and operation of said traffic control signal system and safety lighting, such share to be an amount equal to 25% of the total cost.

### SECTION IV

#### IT IS MUTUALLY AGREED AS FOLLOWS:

(1) All obligations of STATE under the terms of the Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

(2) STATE shall not award a contract for the work until after receipt of CITY'S and COUNTY'S deposit required in Sections II(1) and III(1), respectively.

(3) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY or COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY or COUNTY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4 CITY and COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY or COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY or COUNTY under this Agreement.

(4) Neither CITY or COUNTY nor any officer or employee thereof, is responsible for any 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 not delegated to CITY or COUNTY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY or COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY or COUNTY under this Agreement.

(5) Should any portion of the PROJECT be financed with Federal funds or State gas tax funds, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

(6) The costs referred to herein are based on the assumption that Federal-Aid Interstate Funds will be allocated for financing 100% of the costs. In the event that Federal-Aid participation is not secured this agreement may be terminated by any party at any time prior to the award of a construction contract, or alternatively, each party's participation may be renegotiated to "make up" for the loss of Federal funds.

(7) Prior to advertising for bids for the PROJECT, either CITY or COUNTY may terminate this agreement in writing, provided that terminator pays STATE for all costs incurred by STATE prior to termination.

(8) If termination of this agreement is by mutual agreement, STATE will bear 50%, CITY will bear 25%, and COUNTY will bear 25% of all costs incurred prior to termination.

(9) Upon completion of all work under this agreement, ownership and title to all materials, equipment and appurtenances installed will be jointly shared in the ratio of 50% STATE, 25% CITY, and 25% COUNTY.

(10) If existing public and private utilities conflict with the construction of the PROJECT, STATE will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. STATE will inspect the removal or relocation of such utilities. If there are costs for

such protection, relocation or removal which STATE and/or CITY and/or COUNTY must legally pay, STATE, CITY, and COUNTY will share in said cost of protection, relocation or removal in the amount of 50% STATE, 25% CITY, and 25% COUNTY, subject to the limits of Sections II and III.

(11) The cost of any engineering or maintenance referred to herein shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures.

(12) STATE'S obligation under this agreement shall terminate upon completion and acceptance of PROJECT by STATE, CITY, and COUNTY or on January 1, 1983, whichever is earlier in time; however, the ownership and maintenance clauses shall remain in effect until terminated in writing by mutual agreement.

STATE OF CALIFORNIA  
Department of Transportation

ADRIANA GIANTURCO  
Director of Transportation

By \_\_\_\_\_  
District Director

CITY OF REDLANDS

By   
Mayor

Attest:   
City Clerk

COUNTY OF SAN BERNARDINO

By \_\_\_\_\_  
Chairman, Board of Supervisors

Attest: \_\_\_\_\_  
Clerk of the Board of  
Supervisors

EXHIBIT A  
ESTIMATE OF COST

<u>DESCRIPTION</u>	<u>TOTAL COST</u>	<u>FAI</u>	<u>COUNTY'S SHARE (25%)</u>	<u>CITY'S SHARE (25%)</u>	<u>STATE'S SHARE (50%)</u>
Construction	\$198,000	\$198,000	--	--	--
Prel. Eng. (Nonlabor) 2.3% of Construction Cost	4,554	4,554	--	--	--
Prel. Eng. (Labor Only) 9.7% of Construction Cost	19,206	19,206	--	--	--
Prel. Eng. (Overhead Assessment) 51.54% of Labor only (51.54% of 9.7%=5.0% of Constr.)	9,900	Non-partic- ipating	2,475	2,475	4,950
Constr. Eng. (Nonlabor) 3.2% of Construction Cost	6,336	6,336	--	--	--
Constr. Eng. (Labor Only) 7.4% of Construction Cost	14,652	14,652	--	--	--
Constr. Eng. (Overhead Assessment) 45.94% of Labor only (45.94% of 7.4%=3.4% of Constr.)	6,732	Non-partic- ipating	1,683	1,683	3,366
TOTALS	\$259,380	\$242,748	\$4,158	\$4,158	\$8,316
*Use	\$259,400	\$243,700	\$4,200	\$4,200	\$8,300
Possible Construction Costs for which there is no FAI participation	4,000	Non-partic- ipating	\$1,000	\$1,000	\$2,000

\*Estimates rounded to nearest \$100 for Agreement purposes.