

08-SBd-30-T34.1
08351 - 223401
In Redlands at Orange Street
and Pennsylvania Avenue

District Agreement No. 8-415

THIS AGREEMENT, ENTERED INTO ON November 16, 1981 is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE and

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

RECITAL

(1) STATE and CITY contemplate installing a traffic control signal system, roadway lighting, curb returns, sidewalk and wheelchair ramps, in Redlands, at the intersection of Pennsylvania Avenue with State Highway Route 30 (Orange Street), referred to herein as "PROJECT", and desire to specify the terms and conditions under which such improvements are to be constructed, financed and maintained.

SECTION I

CITY AGREES:

(1) To advertise, award and administer the PROJECT and to pay the cost thereof.

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

(3) To pay all construction costs other than the cost of the STATE furnished Type 170 traffic signal controller assembly.

(4) To reimburse STATE for CITY'S proportionate share of the cost of maintenance and operation of said traffic control signal system and roadway lighting, such share to be an amount equal to 50% of the total cost.

SECTION II

STATE AGREES:

(1) To provide CITY with complete plans, specifications, and cost estimate for the PROJECT at no cost to CITY.

(2) To deposit with CITY prior to award of a construction contract (billing will be forwarded following CITY'S bid advertising date of a construction contract for PROJECT) the amount of \$2,000, which figure represents STATE'S total estimated share of the expense required to complete PROJECT, less STATE'S total estimated cost of preparing plans, specifications, and estimate, providing construction engineering and providing a Type 170 signal controller assembly all as shown on EXHIBIT A.

(3) To bear STATE'S share of costs for the PROJECT as shown on EXHIBIT A which is attached and made a part of this agreement at an estimated cost of \$40,830; but in no event shall STATE'S total obligation for PROJECT costs under this agreement exceed the amount of \$44,913; provided that STATE may, at its sole discretion, in writing, authorize a greater amount.

(4) To furnish a Type 170 signal controller assembly.

(5) To provide construction engineering (a qualified engineer who shall act as Resident Engineer and administer the contract through CITY) at no cost to CITY.

(6) STATE'S share of the construction costs shall be an amount equal to the actual cost for the Type 170 signal controller assembly.

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

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

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

(1.1) All obligations of CITY under the terms of this agreement are subject to the appropriation of resources by the City Council and the allocation of resources by the City Manager.

(2) That CITY shall not award a contract for the work until after receipt of STATE'S deposit required in Section II(2).

(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 under or in connection with any work, authority or jurisdiction not delegated to STATE under this agreement. It is also agreed that, pursuant to Government Code Section 895.4, CITY 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 under or in connection with any work, authority or jurisdiction not delegated to STATE under this agreement.

(4) Neither CITY 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 STATE under this agreement. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY 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 delegated to STATE under this agreement.

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

(6) If existing public and/or private utilities conflict with the construction of the PROJECT, CITY will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal and payment therefore. CITY will inspect the protection, relocation or removal of such utilities.

(7) CITY shall identify and locate all high and low risk underground facilities within the project area and protect or otherwise provide for such facilities, all in accordance with STATE'S "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way". Costs of locating, identifying, protecting or otherwise providing for such high and low risk facilities shall be borne 50% by STATE and 50% CITY. CITY hereby acknowledges receipt of STATE'S "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way".

(8) 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.

(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 and 50% CITY.

(10) Prior to advertising for bids for the PROJECT, CITY may terminate this agreement in writing, provided that CITY pays STATE for all costs incurred by STATE.

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

(12) STATE'S obligation under this agreement shall terminate upon completion and acceptance of PROJECT by STATE and CITY or on December 31, 1982, 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 Robert O. Walburn
District Director of
Transportation

CITY OF REDLANDS

By Charles G. DeMirjyn
Mayor

Attest: Peggy A. Maskey
City Clerk

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
CITY OF REDLANDS

On this 4th day of November, in the year 1981, before me
Charles G. DeMirjyn personally appeared, known to
me to be MAYOR of THE CITY OF REDLANDS
and known to me to be the person who executed the within instru-
ment on behalf of said political subdivision, and acknowledged
to me that such CITY OF REDLANDS executed the same.

Peggy A. Maskey
City Clerk, City of Redlands

EXHIBIT A
08-SBd-30-T34.1
08351 - 223401

COST ESTIMATE

	<u>CITY Share</u>	<u>STATE Share</u>	<u>TOTAL</u>
<u>Worked Performed by STATE</u>			
Prepare Plans, Specifications and Estimate	0	\$16,830	\$ 16,830
<u>Worked Performed by CITY</u>			
High Risk Utility Protection	\$ 2,000	\$ 2,000	\$ 4,000
Construction Contract	\$89,000	\$10,000*	\$ 99,000
Advertise, Award and Administer Contract	\$ 3,000	0	\$ 3,000
Construction Engineering	0	\$12,000	\$ 12,000
TOTAL	\$94,000	\$40,830	\$134,830

STATE'S deposit = \$2,000; STATE'S maximum share = \$44,913

*\$10,000 = cost of Type 170 signal controller assembly