

SANBAG CONTRACT NO. 94-007

08-SBd-10/30

28.3/30.9;T34.3/33.3

In and near Redlands on

Rte 10 from California St.

UC to Orange St UC and on

Rte 30 from Rtes 10/30

Separation to Lugonia Ave UC

08204-164521/164531

District Agreement No. 8-839

LANDSCAPE
COOPERATIVE AGREEMENT

This AGREEMENT, entered into on August 4, 1993, is between the STATE OF CALIFORNIA, Acting by and through its Department of Transportation, referred to herein as STATE, and

SAN BERNARDINO ASSOCIATED
GOVERNMENTS, referred to
herein as "SANBAG", and

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

RECITALS

- (1) STATE, SANBAG and CITY, pursuant to Streets and Highways Code Section 130, are authorized to enter into a cooperative agreement for improvements to State highways within CITY.
- (2) Portions of the Freeway roadside through CITY are not presently landscaped which presents a negative visual impact on the adjacent surrounding community.

District Agreement No. 8-839

- (3) In order to enhance the safety, welfare, convenience and enjoyment of the public using the Freeway, it will be to STATE's benefit for the Freeway Interchange to be landscaped.
- (4) STATE proposes to landscape and install automated irrigation system on the 10/30 Interchange, herein referred to as "IMPROVEMENTS".
- (5) SANBAG and CITY have been awarded \$450,000 of (AB471) Environmental enhancement and Mitigation Program Grant Funds to provide enhancement landscaping and nonpotable irrigation water for the 10/30 interchange.
- (6) SANBAG and CITY desire to prepare the contract documents and advertise, award and administer a construction contract to develop the off-site nonpotable irrigation water supply for the 10/30 Interchange landscaping at an estimated cost of \$203,000, referred to herein as "WATER SOURCE".
- (7) SANBAG and CITY desire to retain a consultant at an estimated cost of \$17,000, to prepare Plans, Specifications and Estimates (PS&E) for the nonpotable water reservoir system within the 10/30 Interchange.
- (8) SANBAG and CITY are willing to allow STATE to spend the remaining portion of the grant, estimated to be \$230,000 to provide the enhancement landscaping and construct the nonpotable water reservoir system necessary to meet the requirements of the Environmental Enhancement and Mitigation Program grant. The enhancement landscaping and water reservoir system will supplement STATE's proposed IMPROVEMENTS within the 10/30 Interchange, and together will be referred to herein as "PROJECT".
- (9) STATE is willing to prepare the contract documents and advertise, award and administer the construction contract for PROJECT.
- (10) The parties hereto intend to define herein the terms and conditions under which PROJECT is to be constructed, financed and maintained.

SECTION I

SANBAG AND CITY AGREES:

- (1) To construct WATER SOURCE, consisting of a high nitrate nonpotable water well at Texonia Park and a 10" transmission line to STATE highway right of way at Lugonia Avenue.

This shall include appropriate telemetering system from the well to STATE highway right of way. Funding for WATER SOURCE shall be from AB471 Grant funds with an estimated cost of \$203,000. WATER SOURCE will be complete, functional and ready for use by STATE in mid-October, 1993.

(2) To prepare Plans, Specifications and Estimates (PS&E) for the nonpotable water reservoir system within STATE right of way for PROJECT in accordance with STATE standards and subject to STATE approval, at no cost to STATE.

(3) To allow STATE to spend the remaining AB471 Grant funds estimated to be \$230,000 on "PROJECT", to meet the requirements of the Environmental Enhancement and Mitigation Program Grant.

SECTION II

STATE AGREES:

(1) To incorporate PS&E referred to in Section (I), Article 2, for nonpotable water reservoir system into STATE'S IMPROVEMENT Plans, Specifications and Estimates which together will be PROJECT.

(2) To advertise, award and administer the construction of PROJECT.

(3) To maintain PROJECT to STATE's standards after completion of PROJECT construction, at no cost to SANBAG and CITY.

(4) To spend all remaining AB471 Grant funds on enhancement landscaping and the water reservoir system as required by the Environmental Enhancement and Mitigation Program Grant.

SECTION III

IT IS MUTUALLY AGREED:

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

District Agreement No. 8-839

- (2) In the event CITY's WATER SOURCE construction exceeds the estimated \$203,000, and the remaining portion of the Grant is less than \$230,000, PROJECT will be down scoped as mutually agreed by SANBAG, CITY, and STATE.
- (3) The supplemental Project Report (SPR) for PROJECT approved on January 4, 1993, by this reference shall become part of this Agreement.
- (4) Neither STATE 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 SANBAG or CITY under or in connection with any work, authority or jurisdiction delegated to SANBAG or CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG and CITY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG or CITY under or in connection with any work, authority or jurisdiction delegated to SANBAG and CITY under this Agreement.
- (5) Neither SANBAG or CITY 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 delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless SANBAG AND CITY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in 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.
- (6) Upon completion of PROJECT under this Agreement ownership and title to all materials, plans, equipment and appurtenances installed in STATE right of way will automatically be vested in STATE and no further Agreement will be necessary to transfer ownership.
- (7) Upon completion of WATER SOURCE under this Agreement, ownership and title to all materials, plans, equipment and appurtenances installed outside STATE right of way will automatically be vested in CITY and no further Agreement will be necessary to transfer ownership.
- (8) STATE, SANBAG and CITY shall retain accounting records and other documents pertaining to costs incurred in connection with PROJECT and WATER SOURCE. All such documents shall be available for inspection and audit by a duly authorized representative of SANBAG, CITY,

District Agreement No. 8-839

STATE or the Federal Government for all reasonable times during the contract period and for three years after the date of final payment under this Agreement.

(9) CITY agrees to maintain WATER SOURCE, at CITY's expense, for the duration of its useful life.

(10) CITY shall provide water from WATER SOURCE to PROJECT at operating and maintenance cost, and said cost shall be reimbursed to CITY by STATE. Should nonpotable water be unavailable to serve the PROJECT, CALTRANS may purchase potable water from CITY at CITY'S then prevailing rates.



San Bernardino Associated Governments

San Bernardino County Transportation Commission
San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency
Service Authority for Freeway Emergencies

Minute Action AGENDA ITEM 21

Date: July 23, 1993

Subject: Cooperative Agreement 94-007 between Caltrans, SANBAG, and the City of Redlands for use of AB 471 Grant funds to provide landscape improvements to the I-10/SR 30 Interchange.

Recommendation: Approve Cooperative Agreement with Caltrans and the City of Redlands.

Background: This Cooperative Agreement allows District 8 and the City of Redlands to access AB 471 Environmental Enhancement funds awarded jointly to SANBAG and the City of Redlands for landscape improvements to the I-10/SR-30 Interchange. Project management responsibilities will rest with the City of Redlands outside the State right-of-way, and with Caltrans within the State right-of-way. This agreement relates only to grant funds.

Financial Impact: None, this agreement is limited to the awarded AB 471 grant funds.

Reviewed By: Ron Reitz, SANBAG Counsel, has reviewed the agreement.

Responsible Staff: Ty Schuiling

M:BRD9308B.TY

8913

Approved:
San Bernardino Associated Governments
Board of Directors
Date: Aug 4, 1993
Moved: Ron Reitz Seconded: Di Muzio
In Favor: 22 Opposed: 0 Abstained: 0
Witnessed: John R. Thompson

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District Agreement No. 8-839

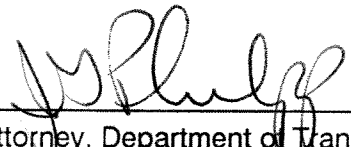
(11) Unless earlier terminated by written notice by either party, this Agreement shall terminate on July 1, 1995, or upon completion of PROJECT and WATER SOURCE, whichever is earlier in time except that the ownership, maintenance and liability clauses shall remain in effect until terminated or modified, in writing, by mutual agreement.

STATE OF CALIFORNIA
Department of Transportation

JAMES W. VAN LOBEN SELS
Director of Transportation

By 
KEN STEELE, District Director

APPROVED AS TO FORM AND PROCEDURE:


Attorney, Department of Transportation

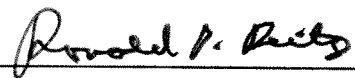
CERTIFIED AS TO FUNDS AND PROCEDURE:

 8/18/93
District Accounting Administrator

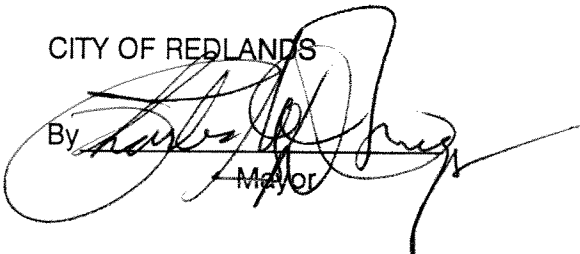
SAN BERNARDINO
ASSOCIATED GOVERNMENTS

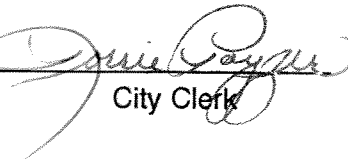
By 
Laurie Tully-Payne
President

APPROVED AS TO FORM AND
LEGALITY:

By 
Board Counsel

CITY OF REDLANDS

By 
Mayor

Attest 
City Clerk

3168

City of Redlands



I, Lorrie Poyzer, City Clerk of the City of Redlands, California, do hereby certify under penalty of perjury that the following is a true and correct excerpt from the minutes of the City Council meeting held on August 3, 1993:

"Landscape Grant Agreement - On motion of Councilmember Larson, seconded by Councilmember Milson, Council unanimously approved a Landscape Cooperative Agreement between the State of California Department of Transportation, San Bernardino Associated Governments, and the City of Redlands for improvements in and near Redlands along the I-10 Corridor and State Route 30 Interchange, and authorized the Mayor and City Clerk to execute said agreement on behalf of the City."

The undersigned further certifies that the above action has not been repealed or amended and remains in full force and effect.

WITNESS my hand and the official seal of the City of Redlands, California, this 4th day of August, 1993.

Lorrie Poyzer, City Clerk
City of Redlands, California

8913