

CALIFORNIA AID TO AIRPORTS PROGRAM
GRANT AGREEMENT
(Construction)

THIS AGREEMENT, MADE AND ENTERED INTO
ON THIS 5th DAY OF October, 1990

BY AND BETWEEN

STATE OF CALIFORNIA,

Department of Transportation
hereafter referred to as "STATE",

AND

CITY OF REDLANDS

A political subdivision of the
State of California, hereafter
referred to as "PUBLIC ENTITY".

WHEREAS, Section 21215 of the California Public Utilities Code has embodied the former duties, powers, purposes, and responsibilities of the State Aeronautics Board in the California Transportation Commission, the Commission may, pursuant to the provisions of Chapter 4, Article 4, of the California Public Utilities Code, Sections 21680, et seq., allocate monies to public entities for the acquisition and development of airports upon the recommendations of the Department and pursuant to Department regulations set forth in Title 21, Chapter 2.5, Subchapter 4, Sections 4050, et. seq., of the California Code of Regulations; and

WHEREAS, pursuant to the above authority, the California Transportation Commission allocated a maximum amount of \$29,000 from the Aeronautics Account of the State Transportation Fund by Resolution Number FDA 89-14 (1988/89 Fiscal Year).

NOW THEREFORE, in consideration of the covenants and conditions hereafter expressed, the parties agree as follows:

SECTION I

1. PUBLIC ENTITY shall perform or contract for all work necessary to complete the following described airport improvement(s), hereafter referred to as "IMPROVEMENT":

Airport: Redlands Municipal

Application Number: CAAP #SBd-32-88-1

Detailed Project Description: Grade the runway safety area

Construction Bid:	\$17,098.00
12 Percent Eligible Project Services	<u>\$ 2,051.76</u>
Total Estimated Project Cost:	<u>\$19,149.76</u>
Estimated State Cost:	\$17,234.78
Maximum State Participation:	<u>\$29,000.00</u>

Conditions:

Construction plans and specifications must be in accordance with both the current Caltrans Standard Specifications and Federal Aviation Administration dimensional criteria (Advisory Circular 150/5300-13).

2. PUBLIC ENTITY shall comply with any special conditions set forth in the Letter of Allocation issued by the Department of Transportation.

3. PUBLIC ENTITY shall deposit the sum of \$1,915, which represents PUBLIC ENTITY's share for IMPROVEMENT in the Redlands Municipal Airport Special Aviation Account within the PUBLIC ENTITY's Special Aviation Fund in accordance with Public Utilities Code Section 21684. All other monies received from STATE or the Federal Government for IMPROVEMENT shall also be placed in this account.

4. PUBLIC ENTITY shall enter into all necessary contracts for construction of IMPROVEMENT by November 30, 1990, and shall cause all work to be completed by June 29, 1991, or such subsequent dates as may be designated in writing by STATE.

5. PUBLIC ENTITY shall carry out and complete IMPROVEMENT in accordance with the plans and specifications which have been approved in writing by STATE. Any changes from or modification of said documents shall require prior written approval by STATE.

6. PUBLIC ENTITY shall allow authorized STATE representatives to inspect the work being performed at any time during the construction of IMPROVEMENT.

7. PUBLIC ENTITY agrees to retain all books, records, and accounts relating to this Grant Agreement for at least six (6) years after completion of IMPROVEMENT, and shall make these documents available for examination by STATE upon request.

8. PUBLIC ENTITY shall comply with all applicable STATE laws and regulations.

9. PUBLIC ENTITY shall indemnify and hold harmless the STATE and all officials and employees thereof from all claims, suits or actions of every kind, brought for, or on account of, any damage or liability occurring by reason of, or resulting from: (1) anything done or omitted to be done by PUBLIC ENTITY under this Grant Agreement; and/or (2) the construction of IMPROVEMENT by or in consequence of any negligence in guarding IMPROVEMENT; and/or (3) the use of improper materials in construction of the IMPROVEMENT; and/or (4) any act or omission by the Contractor or his agents during the progress of constructing IMPROVEMENT and at any time before its completion and final acceptance.

PUBLIC ENTITY's duty to indemnify and save harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code.

10. PUBLIC ENTITY shall return with this Grant Agreement a copy of the Resolution, Ordinance, or Minute Order authorizing an individual by name and title to execute the Grant Agreement.

11. PUBLIC ENTITY shall pay, in addition to the amount described in paragraph 3 of this section, 10 percent of the cost of any change orders pertinent to IMPROVEMENT which have been approved in writing by both STATE and PUBLIC ENTITY. This money will be deposited into the account described in paragraph 3.

12. PUBLIC ENTITY shall pay to STATE all Federal monies received by PUBLIC ENTITY for the cost of STATE's share of IMPROVEMENT. Repayment is due within 30 days of receipt of Federal funds. Repayment is required for such Federal funds paid either before, during, or after construction of IMPROVEMENT. Repayment to STATE shall not exceed the amount of monies actually disbursed by STATE to PUBLIC ENTITY pursuant to this Grant Agreement.

SECTION II

1. Upon written acceptance by STATE that PUBLIC ENTITY has fulfilled all of the conditions stated in SECTION I, STATE shall disburse the State's share of the project cost up to \$29,000 in the manner described in paragraph 2 of this section. However, in no event shall the total disbursement exceed the sum of \$29,000 unless authorized by supplemental allocation by the California Transportation Commission or a G-12 Resolution.

2. Upon receipt of request for payment by PUBLIC ENTITY, STATE agrees to make monthly progress payments by any one or combination of the following methods:

- (a) PUBLIC ENTITY may submit certification of the percentage of the work completed, multiplied by 90 percent of the sum identified in paragraph 1 of this section; or
- (b) PUBLIC ENTITY may submit copies of the Contractor's invoices for materials delivered, up to 90 percent of the sum identified in paragraph 1 of this section; or

(c) PUBLIC ENTITY may submit invoices for change orders which have been approved in writing by both PUBLIC ENTITY and STATE together with a request for payment by STATE of 90 percent of the invoice amount.

3. Regardless of the method under which progress payments are submitted, 10 percent of the STATE's share indicated in paragraph 1 of this section shall be retained by STATE until final acceptance of IMPROVEMENT.

4. After final inspection and written approval of IMPROVEMENT by STATE, STATE will pay the balance of grant to PUBLIC ENTITY.

PUBLIC ENTITY'S ACCEPTANCE

I hereby certify that the sum of \$1,915 has been deposited in the Redlands Municipal Airport account within the PUBLIC ENTITY's Special Aviation Fund to match the sum of money granted by the STATE as provided by Section 21683 of the Public Utilities Code.

EXECUTED THIS 16th DAY OF
October, 1990

By: 

Title: MAYOR

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Division of Aeronautics

By: JACK D. KEMMERLY, Chief
Division of Aeronautics

I hereby certify upon my own personal knowledge that allocated funds are available for the period and purpose of the expenditure stated above.

Dated: _____

Department of Transportation
Accounting Officer