

FIRST AMENDMENT TO LANDSCAPE MAINTENANCE AGREEMENT

This first amendment ("First Amendment") to the landscape maintenance agreement within state highway right-of-way on route I-10 within the city of Redlands in the county of San Bernardino dated March 1, 2016, (the "Agreement"), by and between the City of Redlands, a municipal corporation ("City") and State of California, Department of Transportation ("State") is made and entered into this 16th day of October, 2018.

RECITALS

WHEREAS, it is the desire of City and State to amend their existing Agreement, specifically to amend Exhibit "A", to include a new exhibit.

NOW, THEREFORE, City and State hereby agree to amend the Agreement as follows:

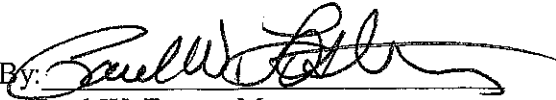
AGREEMENT

Section 1. Exhibit "A" to the Agreement is hereby amended as shown as revised Attachment "A" to this Amendment which attached hereto and incorporated herein by reference.

Section 2. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of this 16th day of October, 2018.

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Michael Flores, Maintenance Liaison

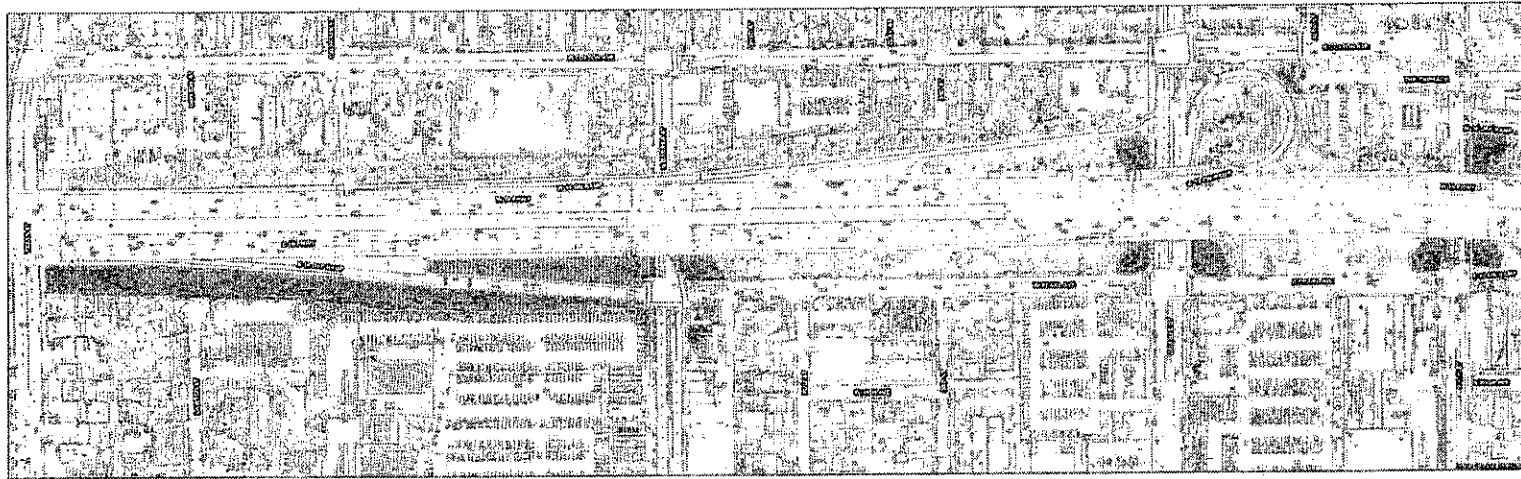
ATTEST:


Jeanne Donaldson, City Clerk

REDLANDS ENTRY LANDSCAPE BEAUTIFICATION PROJECT

I-10 FREEWAY MAINTENANCE AGREEMENT AREA
BETWEEN EUREKA STREET AND 6TH STREET

FOR
CITY OF REDLANDS
PROJECT No. 41055



 LANDSCAPED AREA TO BE MAINTAINED BY THE CITY OF REDLANDS

EXHIBIT "A"		DATE
LANDSCAPE MAINTENANCE AGREEMENT EXEMPTED		5/15/2016
EMENDMENT PERMITS NO. 1228		SCALE
SIGNATURE:		AS SHOWN
SIGNATURE:		
CALTRANS APPROVAL	DATE	SHEET 1 OF 1

Landscape Maintenance Agreement within State Highway
Right of Way of Way on Route I-10
Between the City of Redlands and Caltrans
Effective March 1, 2016

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE I-10 WITHIN THE
CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO**

ORIGINAL

THIS AGREEMENT is made effective this 1st day of March, 2016, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO ; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

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 dated March 1, 2016, Permit Number(s) 08-16-N-LF-0056.
2. This Agreement addresses CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO's responsibility for the LANDSCAPING, SITE FURNISHINGS, and IRRIGATION (collectively the "LANDSCAPING, SITE FURNISHINGS and IRRIGATION") placed within State Highway right of way on State Route I-10, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
 - 1.2. 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 responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" 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.

2. CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO agrees, at City of Redlands expense, to do the following:
 - 2.1. CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING, SITE FURNISHINGS, and IRRIGATION conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
 - 2.3. CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING, SITE FURNISHINGS, and IRRIGATION 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, SITE FURNISHINGS and IRRIGATION must meet STATE's applicable standards.
 - 2.4. CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. 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.
 - 2.6. CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 2.9. 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.
 - 2.10. 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.

- 2.11. To control weeds at a level acceptable to the 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: District Maintenance at 464 W. 4th Street, San Bernardino, CA 92401-1400.
- 2.12. To remove LANDSCAPING, SITE FURNISHINGS, and IRRIGATION 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.
- 2.13. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO.
- 2.14. To inspect LANDSCAPING, SITE FURNISHINGS, and IRRIGATION on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING, SITE FURNISHINGS, and IRRIGATION.
- 2.15. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING, SITE FURNISHINGS, and IRRIGATION system component that has become unsafe or unsightly.
- 2.16. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO 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, SITE FURNISHINGS and IRRIGATION in an expeditious manner.
- 2.17. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- 2.18. To allow random inspection of LANDSCAPING, SITE FURNISHINGS and IRRIGATION, street lighting systems, sidewalks/bike paths and signs by a STATE representative.
- 2.19. To keep the entire landscaped area policed and free of litter and deleterious material.
- 2.20. All work by or on behalf of CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO will be done at no cost to STATE.

3. STATE agrees to do the following:

- 3.1. May provide CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO with timely written notice of unsatisfactory conditions that require correction by the CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO. However, the non-receipt of notice does not excuse CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO from maintenance responsibilities assumed under this Agreement.
- 3.2. Issue encroachment permits to CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO and CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO contractors at no cost to them.

4. LEGAL RELATIONS AND RESPONSIBILITIES:

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party 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 OF REDLANDS IN THE COUNTY OF SAN BERNARDINO facilities different from the standard of care imposed by law.
- 4.2. If during the term of this Agreement, CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO should cease to MAINTAIN the LANDSCAPING, SITE FURNISHINGS, and IRRIGATION to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO at CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO's expense or direct CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO to remove or itself remove LANDSCAPING, SITE FURNISHINGS, and IRRIGATION at CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO 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, SITE FURNISHINGS, and IRRIGATION, STATE will provide written notice to CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO to cure the default and CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO will have thirty (30) days within which to affect that cure.
- 4.3. Neither CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO 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 CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO 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 OF REDLANDS IN THE COUNTY OF SAN BERNARDINO.

- 4.4. 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 OF REDLANDS IN THE COUNTY OF SAN BERNARDINO under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO 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 OF REDLANDS IN THE COUNTY OF SAN BERNARDINO under this Agreement.

5. PREVAILING WAGES:

- 5.1. 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, or repair; or maintenance work under Labor Code section 1771. CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. Requirements in Subcontracts - CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO 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) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO's contracts

6. INSURANCE

- 6.1 SELF-INSURED - CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO is self-insured. CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage

liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

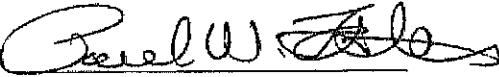
- 6.2 SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY OF REDLANDS IN THE COUNTY OF SAN BERNARDINO's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. 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.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have 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.

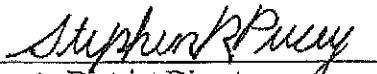
IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF REDLANDS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: 
Mayor
Paul Foster

MALCOLM DOUGHERTY
Director of Transportation

By: 
Deputy District Director
Maintenance District

ATTEST:

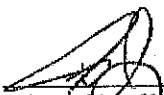
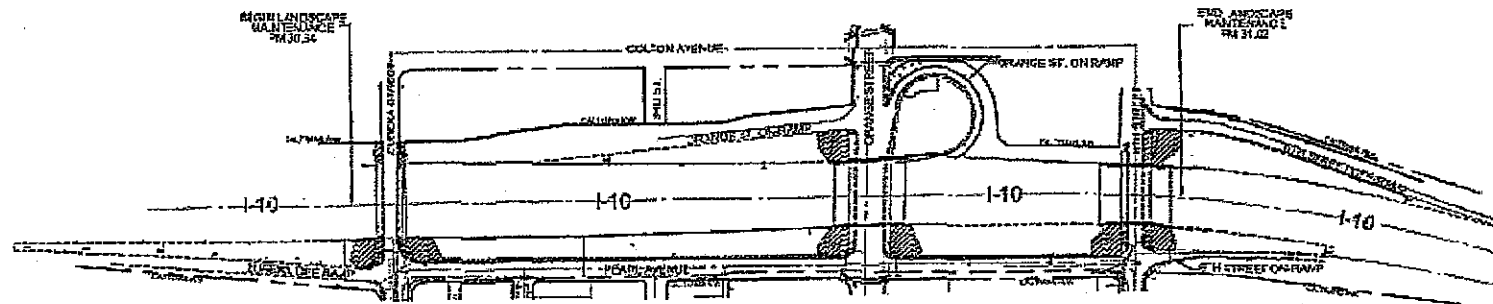
By: 
City of Redlands Clerk
Sam Irwin

EXHIBIT A

REDLANDS ENTRY LANDSCAPE BEAUTIFICATION PROJECT

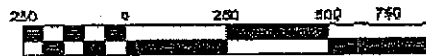
I-10 FREEWAY MAINTENANCE AGREEMENT AREA
BETWEEN EUREKA STREET AND 6TH STREET

FOR
CITY OF REDLANDS
PROJECT No. 41055



LEGEND:

 UNDEVELOPED AREA TO BE MAINTAINED BY THE CITY OF REDLANDS



Scale 1" = 250'

EXHIBIT 'A'

LANDSCAPE MAINTENANCE AGREEMENT EXECUTED
ENCROACHMENT PERMIT NO. ULA _____

SIGNATURE:

CITY OF REDLANDS APPROVAL

DATE

SIGNATURE:

CALTRANS APPROVAL

DATE

DATE:

FEBRUARY 2010

SCALE:

AS SHOWN

SHEET NO.

15 SHEET