

April 12, 1976

MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA

RE: AGREE 76-150; TRANSP/CITY OF REDLANDS; CONST. & MAINT., BARTON ROAD
APPROVED

Acting on the recommendation of the Public Works Administrator John Bernard on motion by Supervisor Townsend, duly seconded by Supervisor Mikesell and carried, the Board of Supervisors hereby approves Agreement 76-150 between the County and the City of Redlands providing for the construction and maintenance of approximately 1.50 miles of Barton Road between California and Tennessee streets and further authorizes the Chairman to sign said agreement indicating this Board's approval of the terms and conditions therein contained.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: SUPERVISORS: Mikesell, Townsend, Smith, Hansberger
NOES: SUPERVISORS: None
ABSENT: SUPERVISORS: Mayfield

* * * * *

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ss.

I, LEONA RAPOPORT, Clerk of the Board of Supervisors of San Bernardino County, California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by said Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board of its meeting of

April 12, 1976

Dated April 12, 1976

cc: PWA, Bernard; Transp/ c agree
Contractor to Transp/ c agree
Auditor w/agree; file

LEONA RAPOPORT
Clerk of said Board.

By *Marlene Chilton*

Deputy



COUNTY OF SAN BERNARDINO
CONTRACT TRANSMITTAL

County Department PWA-TRANSPORTATION DEPARTMENT				CONTRACT NUMBER 76-150	
County Department Contract Representative Anthony Gray				Ph. Ext. 2402 Date: _____	
Budget Unit No. 580	Sub-Object No. 2189	Fund No. 021	Job No. 18H02132	Amount of Contract \$200,000	
Check One: ☒ Expenditure ☐ Revenue			If contract has more than one payment or receipt, complete the following.		
S.S.A. # _____			Number of payments: 1		
or Federal Employer ID # _____			Estimated amount of each: \$ _____		

Contractor: City of Redlands

Contractor's Representative: Jack Shefchik, Director of Public Works

Address: Cajon & Vine Streets, Redlands, CA 92373 Phone: 793-2641

Nature of Contract: *(Briefly describe the general terms of the contract)*

This is a construction and maintenance agreement between the City of Redlands and the County of San Bernardino for the improvement of Barton Road from 0.10 mile east of California Street easterly to 0.10 mile west of Tennessee Street.

The project will generally consist of the reconstruction of approximately 1.50 miles of existing roadway, realignment and widening to a 4-lane divided roadway with median left turn lanes at intersecting streets.

The project will be constructed under the Federal-Aid Urban program with the City and County sharing the local cost.

The proportionate share of local costs for County is Seventy-seven (77) percent and Twenty-three (23) percent for City. Costs of any special work will be assumed by agency requesting such work at One hundred (100) percent.

Local construction costs have been proposed in the 1976-77 Budget.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to legal form

► E. Robinson 2/18/76
County Counsel

Reviewed as to budget expenditure

[Signature] 2/23/76
County Administrative Office

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A G R E E M E N T

THIS AGREEMENT, made and entered into this 12th day of April, 19 76, by and between the COUNTY OF SAN BERNARDINO, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY," and the CITY OF REDLANDS, a municipal corporation of the State of California hereinafter referred to as "CITY."

WITNESSETH

WHEREAS, COUNTY and CITY desire to cooperate and jointly participate in the improvement of a portion of Barton Road from 0.10 mile east of California Street easterly to 0.10 mile west of Tennessee Street, hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT will generally consist of the reconstruction of approximately 1.50 miles of existing roadway, realignment and widening to a 4-lane divided roadway with median left turn lanes at intersecting streets; and

WHEREAS, PROJECT is partially in the unincorporated area of the COUNTY and partially within the incorporated area of the CITY, and will be of mutual benefit to COUNTY and CITY; and

WHEREAS, PROJECT is proposed to be constructed under the Federal Aid Urban (FAU) Program utilizing a combination of Federal aid local matching funds and is to be administered by the California Department of Transportation; and

WHEREAS, COUNTY and CITY desire to set forth the responsibilities and obligations of each as pertains to such participation and to the design, construction and future maintenance of the proposed improvements.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 COUNTY SHALL:

- 1.1 Act as lead agency in the development of PROJECT including the preparation and submittal of environmental report as required for Federal-Aid highway projects and conformance with areawide review procedures.
- 1.2 Perform all necessary field surveys and materials investigations for design of PROJECT.
- 1.3 Prepare construction plans, specifications and estimates of quantities and costs in accordance with procedures prescribed by the Federal Highway Administration for Federal participation in construction of PROJECT.
- 1.4 Submit plans, specifications and estimate for PROJECT to CITY and obtain signature and approval thereof prior to advertising.
- 1.5 Arrange for relocation of all utilities which interfere with construction of the PROJECT, including the area within the CITY.
- 1.6 Comply with public hearing requirements applicable to Federal-Aid projects, conform to procedures prescribed by the Federal Highway Administration for Federal Aid Urban Funds and perform the function of lead agency in processing plans, specifications and reports for Federal Highway Administration approval.
- 1.7 Acquire all rights-of-way and rights-of-entry determined to be necessary for construction of PROJECT which lie within the unincorporated territory of COUNTY.
- 1.8 Act as Right-of-Way Agent on behalf of CITY and acquire all rights-of-way and rights-of-entry determined to be necessary for construction of PROJECT within the incorporated area of CITY.

- 1.9 Obtain concurrence of CITY in all right-of-way requirements and negotiations involving parcels within incorporated area of CITY prior to making of offers.
- 1.10 Certify to the Federal Highway Administration by Resolution of Board of Supervisors that all rights-of-way and rights-of-entry for PROJECT have been acquired.
- 1.11 Upon completion of construction, certify to CITY that PROJECT has been accomplished substantially in accordance with approved plans and specifications and furnish CITY with a set of "As Built" plans.
- 1.12 Upon completion of construction, determine total local costs of PROJECT. Said total local costs shall include all survey costs, design costs, utility relocation costs not absorbed by others and that portion of the construction cost including contract work, rights-of-way agents labor costs, approved change order work and contract inspection and administration which is not reimbursed from Federal-Aid contributions to PROJECT.
- 1.13 Fund the local share of project costs to be apportioned between CITY and COUNTY in accordance with the terms of this agreement.
- 1.14 Accept responsibility for its proportionate share of the local cost of PROJECT as determined in accordance with the following terms:
 - a. All costs attributable to right-of-way acquisitions within unincorporated area of COUNTY.
 - b. Seventy-seven (77) percent of all cost of preliminary engineering including but not limited to surveys, material and foundation investigations, preparation of plans, specifications and estimates and administrative costs.

- c. Seventy-seven (77) percent of all costs of construction of PROJECT, except special work within the PROJECT area that does not qualify for Federal funds. The costs of this special work will be assumed by agency requesting such work at one hundred (100) percent.

1.15 Bill CITY for its share of PROJECT costs in accordance with Paragraph 1.12 above and the following schedule:

- a. Right-of-way costs, within the city limits, upon completion of acquisition of each parcel.
- b. Utility relocation costs, not absorbed by others, within the city limits, after receipt of statement from utility company.
- c. All other costs upon completion of PROJECT or mutual agreement to terminate PROJECT.

1.16 Maintain, at its own cost, those portions of PROJECT within the unincorporated territory of COUNTY, except as may be maintained by others under separate agreement.

2.0 CITY SHALL:

2.1 Reimburse COUNTY, within 30 days of receipt of billing, for CITY'S share of total local costs of PROJECT as determined by COUNTY, pursuant to paragraph 1.12 and 1.15 of this agreement. CITY'S share of the total local costs shall be borne in accordance with the following terms:

- a. All costs attributable to right-of-way acquisition and right-of-entry within incorporated area of CITY.
- b. Twenty-three (23) percent of all cost of preliminary engineering, including but not limited to surveys, materials and foundation investigations, preparation of plans,

specifications and estimates and administrative costs.

- c. Twenty-three (23) percent of all costs of contract administration and inspection by CALTRANS and COUNTY.
- d. Twenty-three (23) percent of all costs of construction of PROJECT, except special work within the PROJECT area that does not qualify for Federal funds. The cost of this special work will be assumed by agency requesting such work at one hundred (100) percent. CITY'S share is estimated to be approximately Fifty Thousand Dollars (\$50,000) plus costs of rights-of-way and rights-of-entry within the incorporated territory of the CITY; however, actual amount to be paid by CITY to COUNTY not covered by FAU funds will be determined by COUNTY as set forth herein.

2.2 Upon completion of construction, maintain at its own cost, those portions of the PROJECT improvement, within the incorporated area of CITY, except as may be maintained by others under separate agreement.

3.0 IT IS FURTHER AGREED THAT:

- 3.1 Neither party to the Agreement nor officers nor employees thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by other party to the Agreement under or in connection with any work, authority or jurisdiction delegated to the parties under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, each party shall fully indemnify and hold the other party harmless from any liability for injury (as defined by Government Code Section 810.9) occurring by reason of

anything done or omitted to be done under or in connection
with any work, authority or jurisdiction delegated under this
Agreement.

THIS AGREEMENT, shall inure to the benefit of and be binding upon the
successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to
be executed by their respective officials thereunto duly authorized.

ATTEST:

LEONA RAPOPORT, Clerk of the
Board of Supervisors of the
County of San Bernardino.

By

Miriam Williams
Deputy

ATTEST:

By

Leona Rapoport
City Clerk

By

COUNTY OF SAN BERNARDINO
David Neustake
Chairman, Board of Supervisors

CITY OF REDLANDS

By

Richard D. Mapp
Mayor