



COUNTY OF SAN BERNARDINO
STANDARD CONTRACT

FOR COUNTY USE ONLY				
County Department: EPWA/Transportation Department			Contract Number: 82-842	
County Department Contract Representative: John A. Steger			Contractor's License Number:	
Ph. Ext. 2804				
Budget Unit No. 580	Sub-Object No.	Fund No. 021	Job No.	Amount of Contract -0-
Project Name:			If contract has more than one payment or receipt, complete the following: Payments Estimate: _____ Approximate Amount Each: _____	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereafter called the County, and

Name

City of Redlands
Address
30 Cajon Street, P. O. Box 280
Redlands, CA 92373
Phone 793-2641 Birth Date
Federal ID No. or Social Security No.

hereafter called CITY

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

W I T N E S S E T H

WHEREAS, certain traffic signals and highway lighting facilities have been installed and are maintained at designated intersections of City streets and County roads; and

WHEREAS, CITY and COUNTY desire, to set forth herein the particular maintenance functions to be performed by each and, to specify the distribution of costs of maintenance and operation between CITY and COUNTY:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. This Agreement applies to those intersections and facilities named or listed in Exhibits "A" and "B", attached hereto and made a part hereof. Upon approval of both parties hereto as evidenced by approval of the COUNTY's Director of Transportation and the City Engineer of City of Redlands signal installation and/or intersection lighting facilities designated for maintenance purposes may be deleted from or added to this Agreement by submittal of a revised Exhibit "A" and "B" which shall, upon said approval become a part of this Agreement and shall supersede and cancel all previous exhibits.

2. The party responsible for the maintenance work or provision of the services shall be as indicated in Exhibits "A" and "B", except that utility-owned intersection lighting will be maintained by the utility owning the same.

3. The CITY and COUNTY shall bill each other for the cost of services provided and shall provide a summary of actual maintenance and power costs of each intersection within their area of responsibility, as set forth in Exhibits "A" and "B". The cost of maintenance referred to herein shall include all direct costs, plus a 5% functional and administrative overhead assessment to cover indirect costs incurred in providing the maintenance services.

4. The share of costs for the operation and maintenance of traffic signals shall be based on a ratio of the number of legs of the intersection that lie within each jurisdiction.

5. Where highway lighting, flashers, or other electrically operated traffic controls or warning devices have been specifically approved at an intersection, the maintenance and power costs thereon shall be shared between CITY and COUNTY in the same manner as provided for sharing traffic signal costs.

6. Routine maintenance work to be performed under this agreement will include patrolling, furnishing of electric energy, and furnishing necessary repairs and/or replacements as required to insure satisfactory service. Installation of additional facilities is not a maintenance function under this agreement.

7. The net amount (actual cost less reimbursements or contributions by other parties) of extraordinary expenses, such as for repair of extensive damage or replacement of components of the signal installation, shall be assessed directly against the particular intersection involved, and shall be the shared expense of the CITY and COUNTY based upon the aforementioned ratio for share of costs, and as shown on Exhibits "A" and "B". These expenses shall be assessed regardless of whether the actual damage occurred within an incorporated or unincorporated area of the intersection. Invoices for said costs shall be itemized as to materials, including service and expense, salaries and wages, and equipment rental. The party with jurisdiction over the location of any facility damaged by others shall make every reasonable effort to recover the costs of damages from the party responsible for said damage to any facility.

8. This Agreement shall become effective on January 1, 1983, and shall supersede all previous traffic signal and lighting agreements between COUNTY and CITY.

9. This Agreement shall remain in full force and effect until terminated by either party following a sixty (60) day written notice of intention to terminate.

10. IT IS MUTUALLY AGREED THAT:

(a) Neither COUNTY 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 COUNTY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY 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 COUNTY under this Agreement.

(b) Neither 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 COUNTY under or in connection with any work, authority or jurisdiction not delegated to CITY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, COUNTY 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 COUNTY under or in connection with any work, authority or jurisdiction not delegated to CITY under this Agreement.

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

COUNTY OF SAN BERNARDINO

Chairman, Board of Supervisors ROBERT L. HAMMOCK

Dated DEC 20 1982

ATTESTED:

Mary Louise Levasio
Clerk of the Board of Supervisors Deputy

CITY OF REDLANDS

(State if corporation, company, etc.)

By [Signature]
(Authorized Signature)

Dated January 18, 1983

Title Mayor

Address 30 Cajon Street
Redlands, CA 92373

Approved as to Legal Form

[Signature]
County Counsel

Date 12/2/82

Reviewed as to Affirmative Action

[Signature]

Date 12-2-82

Reviewed for Processing

[Signature]
Agency Administrator/CAO

Date 12-13-82

CITY OF REDLANDS

EXHIBIT "A"

TRAFFIC SIGNAL INSTALLATIONS

SCHEDULE I - MAINTAINED BY COUNTY

<u>No.</u>	<u>Location</u>	Maintenance & Operation Cost Split	
		<u>City</u>	<u>County</u>
1.	Alabama & Lugonia	50%	50%

SCHEDULE II - MAINTAINED BY CITY

No. Location

(NO LOCATIONS PARTLY IN COUNTY)

CITY OF REDLANDS

EXHIBIT "B"

INTERSECTION LIGHTING

SCHEDULE I - MAINTAINED BY COUNTY

<u>No.</u>	<u>Location</u>	Maintenance & Operation Cost Split	
		<u>City</u>	<u>County</u>
1.	Alabama & Lugonia	50%	50%

SCHEDULE II - MAINTAINED BY CITY

No. Location

(NO LOCATIONS PARTLY IN COUNTY)

CITY OF REDLANDS

EXHIBIT "A"

TRAFFIC SIGNAL INSTALLATIONS

SCHEDULE I - MAINTAINED BY COUNTY

Maintenace & Operation
Cost Split

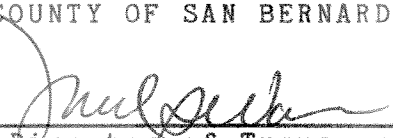
<u>No.</u>	<u>Location</u>	<u>City</u>	<u>County</u>
1.	Barton Rd. @ Terracina Blvd.	33%	67%

SCHEDULE II-MAINTAINED BY CITY

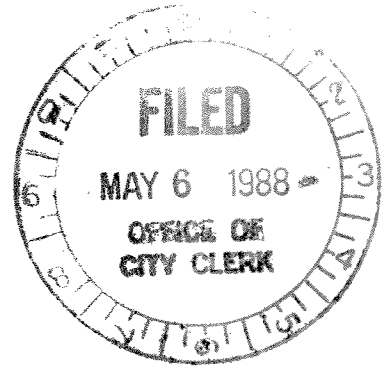
1.	Alabama St @ Lugonia Ave	50%	50%
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REVISION NO. 1
COUNTY OF SAN BERNARDINO

EFFECTIVE DATE May 1, 1987
CITY OF REDLANDS


Director of Transportation


Director of Public Works



CITY OF REDLANDS

EXHIBIT "B"

INTERSECTION LIGHTING

SCHEDULE I - MAINTAINED BY COUNTY

Maintenance & Operations
Cost Split

<u>No.</u>	<u>Location</u>	<u>City</u>	<u>County</u>
1.	Barton @ Terracina	50%	50%

SCHEDULE II - MAINTAINED BY CITY

1.	Alabama St @ Lugonia Ave	50%	50%
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REVISION NO. 2

EFFECTIVE DATE April 1, 1987

COUNTY OF SAN BERNARDINO

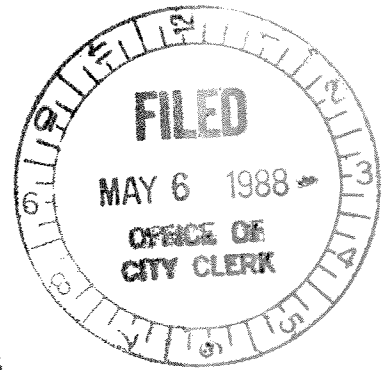
CITY OF REDLANDS

Ken A Miller
Director of Transportation

Ronald C. Mutter
Director of Public Works

CITY OF REDLANDS

EXHIBIT "A"



TRAFFIC SIGNAL INSTALLATIONS

SCHEDULE I - MAINTAINED BY COUNTY

Maintenancace & Operation
Cost Split

<u>No.</u>	<u>Location</u>	<u>City</u>	<u>County</u>
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NO LOCATIONS MAINTAINED BY COUNTY

SCHEDULE II-MAINTAINED BY CITY

1.	Alabama St @ Lugonia Ave	50%	50%
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REVISION NO. 3
COUNTY OF SAN BERNARDINO

EFFECTIVE DATE April 14, 1988
CITY OF REDLANDS

Ken A Miller
Director of Transportation

Ronald C. Munter
Director of Public Works



COUNTY OF SAN BERNARDINO
STANDARD CONTRACT

FOR COUNTY USE ONLY				
County Department EPWA/TRANSPORTATION			Contract Number	
County Department Contract Representative JOHN A. STEGER			Contractor's License Number:	
Budget Unit No. 580	Sub-Object No.	Fund No. 021	Job No. 17H10123	Amount of Contract
Project Name: BARTON RD AT TERRACINA BLVD (TRAFFIC SIGNALS)			If contract has more than one payment or receipt, complete the following: Payments Estimate: _____ Approximate Amount Each: _____	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereafter called the County, and

Name

CITY OF REDLANDS

hereafter called CITY

Address

30 CAJON STREET, P. O. BOX 280

REDLANDS, CA 92373

Phone

Birth Date

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, it has been determined that traffic signals are warranted at the intersection of Barton Road and Terracina Boulevard, and;

WHEREAS, one of the three approach legs to the intersection is under the jurisdiction of the CITY and two of the approach legs are under the jurisdiction of the COUNTY; and

WHEREAS, COUNTY and CITY desire to mutually cooperate in and share in the costs of a proposed traffic signal and safety lighting installation at the intersection of Barton Road and Terracina Boulevard hereinafter referred to as the PROJECT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 COUNTY SHALL:

1.1 Act as lead agency for the design and construction of the PROJECT.

1.2 Provide plans and specifications, and all necessary construction engineering services for the PROJECT.

1.3 Contact the various utility companies that may have facilities in conflict with the PROJECT, and make necessary arrangements for relocation to facilitate the work.

1.4 Obtain a no cost permit from the CITY.

1.5 Construct the PROJECT by contract in accordance with the plans and specifications.

1.6 Initially finance the total cost of the PROJECT, estimated at \$91,000.

1.7 Require its contractor to provide combined single limit liability insurance covering bodily injury and property damage in an amount of not less than one million dollars (\$1,000,000). Said insurance to include an endorsement naming the CITY and COUNTY as additional insured parties.

2.0 CITY SHALL:

2.1 Reimburse the COUNTY for one-third of the total direct costs incurred for the engineering and construction of the PROJECT. The CITY'S share is estimated to be \$26,000 and shall in no event exceed \$30,000 unless approved in writing by the CITY.

3.0 BE IT FURTHER AGREED THAT:

3.1 Neither party to this 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 the other party to the Agreement under or in connection with any work authority or jurisdiction not delegated to the parties under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, each party shall fully indemnify and hold the other party 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 under or in connection with any work authority or jurisdiction under this Agreement.

3.2 The CITY/COUNTY traffic signal maintenance agreement dated January 18, 1983, will be amended by revisions to Exhibits A & B thereto to specify maintenance responsibilities and the sharing of maintenance costs.

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COUNTY OF SAN BERNARDINO

CITY OF REDLANDS

Chairman, Board of Supervisors

Dated _____

ATTESTED:

Clerk of the Board of Supervisors

(State if corporation, company, etc.)

By Carole R. Rasmussen
(Authorized Signature)

Dated April 15, 1986

Title Mayor
30 Cajon Street, P. O. Box 280
Address Redlands, California, 92373

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing

County Counsel

Agency Administrator/CAO

Date _____

Date _____

Date _____