



Contract Number

SAP Number

Public Works

Department Contract Representative	Sameh Basta
Telephone Number	909-387-8040
Contractor	
Contractor Representative	Rudy Guerrero
Telephone Number	909-386-8833
Contract Term	June 30, 2023 - June 30, 2033
Original Contract Amount	\$150,000 per project; not to exceed \$750,000 per fiscal year
Amendment Amount	
Total Contract Amount	
Cost Center	6650002000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Board Governed County Service Areas and their Zones (**CSAs**) and San Bernardino County (**COUNTY**) perform the following routine, recurring and usual work for the preservation and protection of their respective streets and roads: snow removal, debris cleanup, chip sealing, repair of fencing, street sweeping, brush clearing, trail repair, striping, storm drain maintenance, drainage facility maintenance, confined space entry work, signs and sign installation, asphalt repair and maintenance (**MAINTENANCE WORK**); and

WHEREAS, both the **CSAs** and **COUNTY** also perform emergency work for the preservation and protection of their respective streets and roads as defined in the California Public Contract Code (**EMERGENCY WORK**); and

WHEREAS, both **MAINTENANCE WORK** and **EMERGENCY WORK** is hereinafter collectively referred to as "**ROAD WORK**"; and

WHEREAS, the **CSAs** and **COUNTY** are sometimes individually referred to in this Agreement as **PARTY** and collectively referred to as **PARTIES**; and

WHEREAS, both the legislative body of the **CSAs** and **COUNTY** find and determine that it is necessary for the more efficient maintenance of their respective streets and roads to allow **COUNTY**, as approved by an authorized representative of the **CSAs** on a project-by-project basis, to perform **ROAD WORK** on **CSAs** streets

and roads and to allow the **CSAs**, as approved by an authorized representative of **COUNTY** on a project-by-project basis, to perform **ROAD WORK** on **COUNTY** streets and roads; and

WHEREAS, **COUNTY** will reimburse the **CSAs** for all costs incurred by the **CSAs** in performing **ROAD WORK** on **COUNTY** roads and streets that are identified in the County Maintained Road System; and

WHEREAS, the **CSAs** will reimburse the **COUNTY** for all costs incurred by **COUNTY** in performing **ROAD WORK** on the **CSAs'** roads and streets that are identified in **CSAs'** maintained street system.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 ROAD WORK PERFORMED BY COUNTY:

COUNTY AGREES TO:

- 1.1 Schedule the **CSAs** requested **ROAD WORK** on receipt and acceptance of a written "Notice to Proceed" from the **CSAs** and provide to the **CSAs** a schedule of work days anticipated for the **ROAD WORK** for the **CSAs'** concurrence.
- 1.2 Utilize **COUNTY's** labor and equipment force or a **COUNTY** contractor in providing services under this Agreement.
- 1.3 Obtain a no-cost permit from **CSAs** for work within **CSAs'** rights-of-way.
- 1.4 Upon completion of each work **ROAD WORK** assignment, submit to **CSAs** an itemized accounting of **ROAD WORK** costs incurred by **COUNTY** and an invoice for the related costs.

CSAs AGREE TO:

- 1.5 Provide **COUNTY** a written "Notice to Proceed" for any authorized work approved by the **CSAs**.
- 1.6 After **COUNTY** completes each individual **ROAD WORK** assignment and submits an itemized accounting of actual **ROAD WORK** costs incurred by **COUNTY** along with an invoice, reimburse **COUNTY** for work costs within sixty (60) days after receipt of invoice.
- 1.7 Provide a qualified representative who shall have the authority to discuss and attempt to resolve issues concerning **ROAD WORK** with **COUNTY**.
- 1.8 Continue to accept all operation and maintenance responsibilities of the facilities identified in the "Notice to Proceed" letter provided by the **CSAs**. Both **PARTIES** agree that **COUNTY** is only responsible to perform **ROAD WORK** on **CSAs'** facilities identified in the "Notice to Proceed" from **CSAs** if said Notice is accepted by **COUNTY**. After completion of **CSAs ROAD WORK** on any particular **CSAs** road or facility, **CSAs** shall be responsible for all future maintenance and repair work unless **COUNTY** receives a future request by **CSAs** to provide additional **ROAD WORK** under this Agreement, followed by a written "Notice to Proceed" that is accepted by **COUNTY**.
- 1.9 For **CSAs** projects, comply with any applicable California Environmental Quality Act (CEQA) requirements as well as completing the required CEQA documents.
- 1.10 Be responsible in ensuring the requested work is **MAINTENANCE WORK** or **EMERGENCY WORK** as defined in the Public Contract Code, and satisfying any and all State laws and regulations applicable to **CSAs** for **EMERGENCY WORK**.

2.0 ROAD WORK PERFORMED BY CSAs:

CSAs AGREE TO:

- 2.1 Schedule the **COUNTY** requested **ROAD WORK** on receipt and acceptance of a written "Notice to Proceed" from the **COUNTY** and provide to **COUNTY** a schedule of work days anticipated for the **ROAD WORK** for **COUNTY's** concurrence.
- 2.2 Utilize **CSAs'** labor and equipment force or **CSAs'** contractors in providing services and/or materials under this Agreement.
- 2.3 Obtain a no-cost permit from **COUNTY** for work within **COUNTY's** rights-of-way.
- 2.4 Upon completion of each **ROAD WORK** assignment, submit to **COUNTY** an itemized accounting of **ROAD WORK** costs incurred by **CSAs** and an invoice for any related costs.
- 2.5 Accept all payments from **COUNTY** via electronic funds transfer (EFT) directly deposited into the **CSAs'** designated checking or other bank account. The **CSAs** shall promptly comply with

directions and accurately complete forms provided by **COUNTY** required to process EFT payments.

COUNTY AGREES TO:

- 2.6 Provide **CSAs** a written "Notice to Proceed" for any authorized work approved by **COUNTY**.
- 2.7 Provide a no-cost permit to **CSAs** for its work within **COUNTY**'s rights-of-way.
- 2.8 After **CSAs** completes each individual work assignment and submits an itemized accounting of actual **ROAD WORK** costs incurred by **CSAs** along with an invoice, reimburse **CSAs** for **ROAD WORK** costs within sixty (60) days after receipt of invoice.
- 2.9 Provide a qualified representative who shall have the authority to discuss and attempt to resolve issues concerning the **ROAD WORK** with the **CSAs**.
- 2.10 Continue to accept all operation and maintenance responsibilities of the facilities identified in the "Notice to Proceed" letter provided by **COUNTY**. Both parties agree that under this Agreement, **CSAs** is only responsible to perform work on facilities identified in the "Notice to Proceed" from **COUNTY**. After completion of **CSAs**' **ROAD WORK** on any particular facility, **COUNTY** shall be responsible for all future maintenance and repair work unless **CSAs** receives a future request by **COUNTY** to provide additional **ROAD WORK** under this Agreement, followed by a written "Notice to Proceed".
- 2.11 For roads maintained by **COUNTY**, comply with any applicable CEQA requirements as well as completing the required CEQA documents.
- 2.12 Be responsible in ensuring the requested work is **MAINTENANCE WORK** or **EMERGENCY WORK** as defined in the Public Contract Code, and satisfying any and all State laws and regulations applicable to **COUNTY** for **EMERGENCY WORK**.

3.0 IT IS MUTUALLY AGREED:

- 3.1 The recitals are incorporated into the body of this Agreement by reference.
- 3.2 **COUNTY**'s Director of Public Works, Deputy Director, and Regional Superintendents shall have authority to provide estimates and accept and approve **ROAD WORK** projects up to seventy five thousand dollars (\$150,000) per project, except for snow removal and chip sealing projects which are not subject to the \$150,000 project limit. The **CSAs**' Director, Deputy Director, Division Manager and Regional Managers shall have authority to provide estimates and accept and approve **ROAD WORK** projects up to seventy-five thousand dollars (\$150,000) per project except for snow removal and chip sealing projects which are not subject to the \$150,000 project limit. The total amount of compensation to **COUNTY** shall not exceed three hundred thousand dollars (\$750,000) per fiscal year. The total amount of compensation to **CSAs** shall not exceed three hundred thousand dollars (\$750,000) per fiscal year.
- 3.3 In order to coordinate tasks, supervise subordinate staff or resolve any conflict, each **PARTY** designates the following to manage this Agreement:

COUNTY – Operations Superintendent
CSAs – Regional Managers and Operations Managers
- 3.4 **COUNTY** and **CSAs** shall prepare a work assignment request that outlines the work requested within the scope and budget limitations of this Agreement. The work assignment request shall include the location (road(s)) the work shall take place on, the scope of the work, the requested schedule, the level of service required (if necessary), and other pertinent terms and details for the project within the scope of this Agreement. **COUNTY** and **CSAs** shall develop cost estimates and project schedules for review by the requesting agency using labor and equipment rates that include fringe and overhead for actual employee classifications and equipment used for the proposed work assignment and estimated material costs. If requested by either **PARTY**, the estimate of cost will be provided to the requesting **PARTY** prior to the commencement of work. Board approved labor rates, Wincam equipment rates and/or Board approved contractor rates plus 20% overhead will be used to calculate the cost.

- 3.5. **COUNTY** agrees to indemnify, defend (with counsel approved by **CSAs**) and hold harmless the **CSAs**, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the **COUNTY**'s negligent acts or omissions which arise from the **COUNTY**'s performance of its obligations under this Agreement. **CSAs** agree to indemnify, defend (with counsel approved by **COUNTY**) and hold harmless the **COUNTY**, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the **CSAs**' negligent acts or omissions which arise from the **CSAs**' performance of its obligations under this Agreement. In the event, the **COUNTY** and/or the **CSAs** is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the **COUNTY** and/or **CSAs** shall indemnify the other to the extent of its comparative fault.
- 3.6 In the event of litigation arising from this Agreement, each **PARTY** to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to Paragraph 3.5 indemnification.
- 3.7 **CSAs** and **COUNTY** shall maintain throughout the term of this Agreement such policies of insurance or legally sufficient self-insurance for Professional Liability (as applicable), Automobile Liability, Comprehensive General Liability, and Workers' Compensation that are adequate, in the opinion of each **PARTY**'s Risk Manager, to protect against all liabilities and indemnification responsibilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- 3.8 Both **CSAs** and **COUNTY** shall require all contractors and vendors performing **ROAD WORK** to have appropriate and adequate insurance coverage for the mutual protection and benefit of the **PARTIES**. Except for Workers' Compensation, Errors and Omissions and Professional Liability policies, **CSAs** shall require and ensure that all **CSAs** contractors/subcontractors for **ROAD WORK** shall have insurance policies that contain endorsements naming the **COUNTY** and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the **COUNTY** to vicarious liability but shall allow coverage for the **COUNTY** to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 3.9 This Agreement shall take effect retroactively on July 30, 2023 and terminate on June 30, 2033, but may be terminated by either **PARTY** (with or without cause) upon providing the other **PARTY** thirty (30) days advance written notice. In the case of any such termination, the non-terminating **PARTY** shall be compensated for any work performed during the term of this Agreement but not yet paid at the time of such termination.
- 3.10 This Agreement contains the entire agreement of the **PARTIES** with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both **PARTIES**.
- 3.11 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between **CSAs** and **COUNTY** concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
- 3.12 Since the **PARTIES** or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any **PARTY**. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 3.13 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a **PARTY** shall give the other **PARTY** any contractual rights by custom, estoppel, or otherwise.
- 3.14 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.15 This Agreement may be signed electronically in counterparts, each of which shall constitute an original.

WITNWSS WHEREOF, this Agreement, had been fully executed on behalf of **COUNTY** and **CSAs** by their duly authorized representatives

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated:
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By

BOARD GOVERNED COUNTY SERVICE AREAS AND
THEIR ZONES

►

Dawn Rowe, Chair, Board of Supervisors

Dated:
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
<p>►</p> <p>Aaron Gest, County Counsel</p> <p>Date _____</p>	<p>►</p> <p>Andy Silao, P.E.</p> <p>Date _____</p>	<p>►</p> <p>Brendon Biggs, Director</p> <p>Date _____</p>