



Contract Number

SAP Number

Public Works

Department Contract Representative	Arlene Chun, M.S., P.E, Engineering Manager
Telephone Number	(909) 387-8165
Project	Needles Highway Segment 1C
Contractor	City of Needles
Contractor Representative	Tammy Ellmore, Engineering Technician II
Telephone Number	(760) 326-5740 Ext. 150
Contract Term	Expiration 6/30/2031
Original Contract Amount	\$0
Amendment Amount	
Total Contract Amount	\$0
Cost Center	6650002000 14H15179

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (COUNTY) and the City of Needles (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively as "Parties"), desire to cooperate and jointly participate in a project for pavement reconstruction, realignment, drainage improvement, and other appurtenant work including five (5) years of plant establishment and maintenance work after construction on Needles Highway, from David Drive north to 0.1 mile north of Not'cho Road, in the Needles area (hereinafter referred to as "SEGMENT 1C"); and,

WHEREAS, SEGMENT 1C is primarily located in the unincorporated area of the COUNTY (65.7%), and partially in the incorporated area of the CITY (34.3%); and,

WHEREAS, SEGMENT 1C project cost will be funded with Measure "I" 2010-2040 Colorado River Subarea Major Local Highways Program (MLHP), administered by the San Bernardino County Transportation Authority (SBCTA), and federal Surface Transportation Program (STP) funds allocated to the COUNTY; and,

WHEREAS, SEGMENT 1C estimated total project cost is \$9,400,000, as more particularly set forth in Exhibit "A", attached hereto and incorporated herein by reference; and,

WHEREAS, COUNTY's estimated share of the project cost is \$6,175,800, and the CITY's estimated share of the project cost is \$3,224,200; and,

WHEREAS, pursuant to California Streets and Highways Code 1680, COUNTY proposes to provide the CITY with financial assistance for CITY's share of SEGMENT 1C cost, which is estimated to be \$3,224,200, due

to lack of funding, and there is a general COUNTY interest in constructing the entire limits of SEGMENT 1C; and,

WHEREAS, California Streets and Highways Code sections 1685 and 1803 authorize CITY to contract with COUNTY for the maintenance, construction or repair of CITY streets and roads, if the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads; and,

WHEREAS, the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads to contract with COUNTY for the SEGMENT 1C; and,

WHEREAS, COUNTY and CITY desire to set forth responsibilities and obligations of each as they pertain to such participation and to the design, construction, and funding for SEGMENT 1C.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency in the design, utility relocation, right-of-way services and acquisition, construction, construction engineering (including after construction completion of a 1-year plant establishment period plus a 4-year period for plant maintenance), inspection, National Environmental Policy Act (NEPA), and California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 et. seq.) for SEGMENT 1C.
- 1.2 Provide plans and specifications for SEGMENT 1C for CITY's review and approval.
- 1.3 Arrange for relocation of all utilities which interfere with construction of SEGMENT 1C, within the entire SEGMENT 1C limit, pursuant to Paragraph 3.9 below.
- 1.4 Construct SEGMENT 1C by contract in accordance with the plans and specifications of COUNTY, which have been reviewed and approved by CITY.
- 1.5 Obtain a no-cost permit from CITY for work to be performed within the CITY's right-of-way.
- 1.6 Advertise, award, and administer the construction of SEGMENT 1C, in accordance with the provisions of the California Public Contract Code applicable to counties, and fund SEGMENT 1C construction.
- 1.7 Require its contractor to maintain and to comply throughout the term of any contract awarded by COUNTY with the insurance requirements described in County Policy Numbers 11-07 and 11-07SP.
- 1.8 Provide adequate inspection of all items of work performed under the construction contract with COUNTY's contractor or subcontractors for SEGMENT 1C and maintain adequate records of inspection and materials testing for review by CITY. COUNTY shall provide copies of any records of inspection and materials testing to CITY within ten (10) days of COUNTY's receipt of written demand from CITY for such records. Copies of records shall be included as a SEGMENT 1C cost.
- 1.9 Include compliance with any applicable requirements of CEQA, as well as completing the required CEQA documentation.
- 1.10 Pay its share of actual SEGMENT 1C project costs utilizing SBCTA MLHP and federal STP funds. The actual SEGMENT 1C costs include design, survey, CEQA compliance, right-of-way services and acquisition, construction, construction engineering, inspection and COUNTY overhead costs. COUNTY's share of SEGMENT 1C costs is estimated to be \$6,175,800.
- 1.11 Pay CITY's share of actual SEGMENT 1C project costs utilizing SBCTA MLHP and federal STP funds. CITY's share of SEGMENT 1C costs is estimated to be \$3,224,200.
- 1.12 CITY shall not be required to contribute funds towards SEGMENT 1C project costs. In the event of project cost increases, COUNTY shall work with SBCTA to secure additional non-CITY funds to complete the project.

2.0 CITY AGREES TO:

- 2.1 Review and approve the plans and specifications of SEGMENT 1C and not unreasonably withhold, condition, or delay its review of SEGMENT 1C plans and specifications.
- 2.2 Provide a no-cost permit to the COUNTY for COUNTY's work in CITY's right-of-way.

- 2.3 Provide a qualified representative who shall have the authority to discuss and attempt to resolve issues concerning SEGMENT 1C with the COUNTY.

3.0 IT IS MUTUALLY AGREED:

- 3.1 Except for activities that are impossible to perform during COUNTY's performance of SEGMENT 1C work, before, during, and after CITY's acceptance of completed SEGMENT 1C, CITY shall be responsible for performing any and all work (including, but not limited to, maintenance) on CITY streets in the SEGMENT 1C limits that are in the CITY incorporated area.
- 3.2 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of CITY's negligent acts or omissions which arise from City's performance of its obligations under this Agreement.
- 3.3 COUNTY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.
- 3.4 In the event the CITY and/or the COUNTY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the CITY and/or COUNTY shall indemnify the other to the extent of its comparative fault.
- 3.5 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.2, 3.3 and 3.4.
- 3.6 CITY and COUNTY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- 3.7 If either CITY or COUNTY requests additional work that is beyond the scope of the original SEGMENT 1C, and not considered by all parties to be a necessary part of SEGMENT 1C, said work, if approved by all parties, will be paid solely by the agency requesting the work.
- 3.8 In the event that change orders are required during the course of the SEGMENT 1C construction, COUNTY will be the responsible agency to authorize and approve the change order with consultation of the CITY's representative.
- 3.9 In the case wherein one of the Parties owns a utility that needs to be relocated for a project and that Party does not have prior rights for that utility, it will be the sole responsibility of that Party to relocate the utility at that Party's cost. This shall not be included as a SEGMENT 1C cost. In the case that a utility relocation is determined to be a SEGMENT 1C cost based on that utility having prior rights, the relocation of the utility will be included as a SEGMENT 1C cost for which the COUNTY and CITY will be responsible for funding within their jurisdictional boundaries.
- 3.10 This Agreement may be cancelled upon thirty (30) calendar days advance written notice by COUNTY to CITY in the event that COUNTY determines, in its sole discretion, that it is unable to secure sufficient funds to complete SEGMENT 1C.
- 3.11 Except as provided in Paragraph 3.10, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive Agreement termination, this Agreement shall terminate upon completion of SEGMENT 1C.
- 3.12 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.
- 3.13 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the SEGMENT 1C, shall be instituted and tried in the appropriate state court, located in the San Bernardino County, California.
- 3.14 Time is of the essence for each and every provision of this Agreement.
- 3.15 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 business days shall be deemed COUNTY business 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.

- 3.16 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.
- 3.17 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.
- 3.18 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.19 This Agreement will be effective on the date it is signed by both Parties and shall conclude upon satisfaction of the terms identified in Paragraph 3.11 or on June 30, 2031 (whichever occurs first).
- 3.20 All notices, approvals, consents or other documents required or permitted under this Agreement shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three calendar days after deposit in the United States mail, certified, with first class postage, fully prepaid, addressed as follows:

County Representative:

Arlene Chun, M.S., P.E., Engineering Manager
Transportation Planning Division
825 E. Third Street, Room 143
San Bernardino, CA 92415-0835
Email: Arlene.Chun@dpw.sbcounty.gov

City Representative:

Patrick J. Martinez
Director of Development Services
817 Third Street
Needles, CA 92363
Email: pmartinez@cityofneedles.com

- 3.21 The Recitals are incorporated into the body of 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 to these presents have hereunto set their hands.

SIGNATURES ON THE FOLLOWING PAGE

SAN BERNARDINO COUNTY



Curt Hagman, Chairman, 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 _____
Deputy

CITY OF NEEDLES

By 

(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form



Aaron Gest, Deputy County Counsel

Date _____

Reviewed for Contract Compliance



Andy Silao, P.E., Engineering Manager

Date _____

Reviewed/Approved by Department



Brendon Biggs, Director

Date _____

EXHIBIT "A"

ESTIMATE OF SEGMENT 1C COSTS
FOR SAN BERNARDINO COUNTY/CITY OF NEEDLES
PAVEMENT RECONSTRUCTION, REALIGNMENT, DRAINAGE IMPROVEMENT, AND OTHER APPURTENANT
WORK
IN THE NEEDLES AREA

NEEDLES HIGHWAY SEGMENT 1C

COMPONENT	TOTAL COST	SAN BERNARDINO COUNTY SHARE	CITY OF NEEDLES SHARE
Planning, Environmental, and Design	\$900,000	\$900,000	\$0
Right of Way	\$500,000	\$500,000	\$0
Construction (Contingency/Construction Management)	\$8,000,000	\$8,000,000	\$0
Total	\$9,400,000	\$9,400,000	\$0

Project Schedule

Milestone	Estimated Completion (Actual)
Environmental Approval	June 2022
Design Approval	June 2024
Right of Way	June 2024
Construction Start	February 2025
Complete for Beneficial Use	January 2026
Establish Existing Plant	January 2031