

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**Contract Number**

21-255

**SAP Number**

## Public Works

<b>Department Contract Representative</b>	Sundaramoorthy (Sri) Srirajan, P.E., Engineering Manager - Transportation Planning Division
<b>Telephone Number</b>	<u>(909) 387-8166</u>
<b>Project</b>	<u>Garnet Street and other roads</u>
<b>Contractor</b>	<u>City of Redlands</u>
<b>Contractor Representative</b>	<u>Goutam K. Dobey, P.E., Engineering Manager</u>
<b>Telephone Number</b>	<u>(909) 798-7584 ext. 2</u>
<b>Contract Term</b>	<u>4/06/2021 – 12/31/2023</u>
<b>Original Contract Amount</b>	<u>\$</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>\$</u>
<b>Cost Center</b>	<u>6650002000 34H15015</u>

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (COUNTY) and the City of Redlands (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") desire to cooperate and jointly participate in a pavement rehabilitation and other related improvements in the Redlands area, see Exhibit "A" for list of proposed roads (which is attached hereto and incorporated herein by this reference and hereinafter referred to as PROJECT); and

WHEREAS, the PROJECT is located in the unincorporated area of the COUNTY and the incorporated area of the CITY; and

WHEREAS, the total PROJECT cost is estimated to be \$1,041,000; and

WHEREAS, the costs are proportioned based on the work to be performed in each Party's jurisdiction; and

WHEREAS, CITY is unable to fund its share of PROJECT costs as CITY has already allocated its remaining Pavement Management Program funds;

WHEREAS, the COUNTY desires to provide financial assistance to the CITY to design and construct the PROJECT; and

WHEREAS, COUNTY's share of PROJECT cost is estimated to be \$1,035,000 and the CITY's share of PROJECT cost is estimated to be \$6,000, as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and

WHEREAS, COUNTY desires to provide CITY with financial assistance in providing the CITY's share of PROJECT in accordance with Streets and Highways Code section 1680, et seq., as there is a general COUNTY interest in the PROJECT; and

WHEREAS, it is anticipated that the PROJECT costs will be from COUNTY Senate Bill 1 Road Maintenance and Rehabilitation Account funds; 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 PROJECT; and

WHEREAS, COUNTY and CITY desire to set forth the responsibilities and obligations of each as they pertain to such participation, and to the design, construction, and funding of the proposed PROJECT.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency in the design, survey, California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 et seq.), construction, construction engineering, and inspection of the PROJECT.
- 1.2 Provide plans and specifications for the PROJECT for CITY's review and approval.
- 1.3 Construct the PROJECT by contract in accordance with the plans and specifications of COUNTY, which have been reviewed and approved by CITY.
- 1.4 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the entire PROJECT limits.
- 1.5 Obtain a no-cost permit from the CITY for work performed within the CITY's right-of-way.
- 1.6 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of the California Public Contract Code applicable to counties.
- 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(s) with COUNTY's contractors or subcontractors for the PROJECT 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. This shall be included as a PROJECT cost.
- 1.9 Pay its share of actual PROJECT costs. The actual PROJECT costs shall include the cost of PROJECT design, survey, CEQA compliance, construction, construction engineering, inspection and COUNTY overhead costs. COUNTY's share of PROJECT costs is estimated to be \$1,035,000.
- 1.10 Pay CITY's share of actual PROJECT costs. CITY's share of PROJECT costs is estimated to be \$6,000.

2.0 CITY AGREES TO:

- 2.1 Provide a no-cost permit to the COUNTY for its work in the CITY's right-of-way.
- 2.2 Review and approve the plans and specifications of the PROJECT.

3.0 IT IS MUTUALLY AGREED:

- 3.1 Except for activities that are impossible to perform during the construction phase of PROJECT, before, during and after CITY's and COUNTY's acceptance of completed PROJECT, the COUNTY shall be responsible for performing any and all work (including, but not limited to, maintenance) for the COUNTY maintained highways in the PROJECT limits that are within the COUNTY unincorporated area and the CITY shall be responsible for performing any and all work (including, but not limited to, maintenance) for City streets in the PROJECT limits that are in the CITY incorporated area.
- 3.2 COUNTY agrees to indemnify, defend and hold harmless the CITY and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.
- 3.3 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from CITY's negligent acts or omissions which arise from CITY's performance of its obligations under this Agreement.
- 3.4 In the event the COUNTY and/or the CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CITY 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 COUNTY and CITY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability and Worker's Compensation, and warrant that through their respective programs of self-insurance they have adequate coverage or resources to protect against liabilities arising out of COUNTY and CITY's performance of the terms, conditions or obligations of this Agreement.
- 3.7 If either COUNTY or CITY requests additional work that is beyond the scope of the original PROJECT, and not considered by all Parties to be a necessary part of the PROJECT, said work, if approved by both Parties pursuant to paragraph 3.11 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 PROJECT, said change orders must be delivered by fax or email and must be returned within two (2) days. The CITY shall not unreasonably withhold approval of change orders. If a CITY disapproved or modified change order is later found to be a cost of the PROJECT, then the CITY shall be responsible for any costs, awards, judgments or settlements associated with the disapproved or modified change order.
- 3.9 This Agreement may be cancelled upon thirty (30) days advance written notice of either Party, provided however, that neither Party may cancel this Agreement after COUNTY awards a contract to construct the PROJECT. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during and after CEQA review/approval.
- 3.10 Except as provided in paragraphs 3.9 and 3.18, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive termination, this Agreement shall terminate upon completion of the PROJECT.
- 3.11 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.
- 3.12 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 PROJECT, shall be

- instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
- 3.13 Time is of the essence for each and every provision of this Agreement.
  - 3.14 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 or against any Party. Any term referencing time, days or period for performance shall be deemed COUNTY 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.
  - 3.15 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.
  - 3.16 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.
  - 3.17 This Agreement may be signed in counterparts, each of which shall constitute an original.
  - 3.18 This Agreement will be effective on the date signed and approved by both Parties and shall terminate upon satisfaction of the terms identified in paragraph 3.10 or December 31, 2023 (whichever occurs first).
  - 3.19 The Recitals are incorporated into the body of this Agreement.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands.

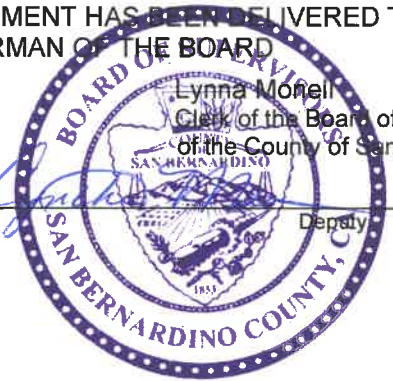
COUNTY OF SAN BERNARDINO

▶ Curt Hagman  
Curt Hagman, Chairman, Board of Supervisors

Dated: APR 06 2021

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

By Lynna Monell  
Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
Deputy



CITY OF REDLANDS

(Print or type name of corporation, company, contractor, etc.)

By ▶ Paul Barich  
(Authorized signature - sign in blue ink)

Name Paul Barich  
(Print or type name of person signing contract)

Title Mayor  
(Print or Type)

Dated: 2/2/21

Address PO Box 3005  
Redlands, CA 92373

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ see attached  
Suzanne Bryant, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

▶ Andy Silao  
Andy Silao, P.E.

Date 4/1/2021

Reviewed/Approved by Department

▶ Brendon Biggs  
Brendon Biggs, Director

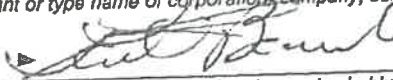
Date 4-1-21

COUNTY OF SAN BERNARDINO

CITY OF REDLANDS

(Print or type name of corporation, company, contractor, etc.)

▶  
Curt Hagman, Chairman, Board of Supervisors

By ▶   
(Authorized signature - sign in blue ink)

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

Name Paul Barich  
(Print or type name of person signing contract)

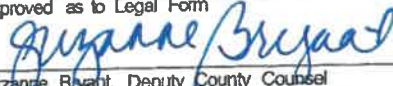
Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

Title Mayor  
(Print or Type)

By \_\_\_\_\_ Deputy

Dated: 2/2/21  
Address PO Box 3005  
Redlands, CA 92373

FOR COUNTY USE ONLY

Approved as to Legal Form  
▶   
Suzanne Bryant, Deputy County Counsel  
Date April 1, 2021

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Andy Silao, P.E.  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶ \_\_\_\_\_  
Brendon Biggs, Director  
Date \_\_\_\_\_

**EXHIBIT A**

**ROAD LIST FOR COUNTY/CITY PAVEMENT REHABILITATION IN THE REDLANDS AREA**

<b>Road Name</b>	<b>Road Limits</b>	<b>County Length</b>	<b>City Length</b>	<b>Total Length</b>	<b>Scope of work</b>
<b>Shared Roads</b>					
FLORIDA STREET	GREENSPOT RD E/GARNET ST	0.71	0.04	0.75	Mill and Overlay
<b>County Only Roads</b>					
GARNET STREET	.29M S,NEWPORT AVE N/FLORIDA ST	0.45	0.00	0.45	Mill and Overlay
GREENSPOT ROAD	.19 N,FLORIDA ST S/FLORIDA STREET	0.22	0.00	0.22	Mill and Overlay
	<b>Total</b>	<b>1.38</b>	<b>0.04</b>	<b>1.42</b>	

**EXHIBIT B**

DESCRIPTION	AMOUNT	COUNTY OF SAN BERNARDINO SHARE	CITY OF REDLANDS SHARE
Garnet Street and other roads	\$1,041,000	\$1,035,000	\$6,000
<b>TOTAL</b>	<b>\$1,041,000</b>	<b>\$1,035,000</b>	<b>\$6,000</b>



**EXHIBIT C**

