

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



**Contract Number**

**SAP Number**

## Public Works

<b>Department Contract Representative</b>	Jeremy Johnson, P.E., Engineering Manager
<b>Telephone Number</b>	(909) 387-8165
<b>Project</b>	Old Waterman Canyon Road and Other Roads
<b>Contractor</b>	City of San Bernardino
<b>Contractor Representative</b>	Azzam Jabsheh, City Engineer
<b>Telephone Number</b>	(909) 384-7251
<b>Contract Term</b>	Expires April 30, 2030
<b>Original Contract Amount</b>	\$339,000
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$339,000
<b>Cost Center</b>	6650002141 TX1821
<b>Grant Number (if applicable)</b>	n/a

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County (COUNTY) and the City of San Bernardino (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") desire cooperate and jointly participate in a pavement improvement project on Old Waterman Canyon Road and Other Roads in the San Bernardino area:

WHEREAS, the road list for the PROJECT is shown on Exhibit "A", attached hereto and incorporated herein by this reference; and,

WHEREAS, the PROJECT is located in the unincorporated areas of the COUNTY and the incorporated area of the CITY; 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, and repair of its streets and roads; and,

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

WHEREAS, it is anticipated that COUNTY's share of PROJECT costs will be from COUNTY Measure I Local Street Pass-Through funds - San Bernardino Mountains; and the CITY's share of PROJECT costs will be financed through its local funds; and,

WHEREAS, the total PROJECT cost is estimated to be \$1,805,000; and,

WHEREAS, COUNTY's share of PROJECT cost is estimated to be \$1,466,000 and the CITY's of PROJECT cost is estimated to \$339,000, as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and,

WHEREAS, the above-described costs are proportioned based on the work to be performed in each Party's jurisdiction; 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 preliminary engineering, design, survey, construction, construction engineering, inspection, and California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 *et seq.*) of the PROJECT.
- 1.2 If required for the PROJECT, at its own cost, design and perform all right-of-way acquisition related work inside the unincorporated COUNTY jurisdiction that is determined to be necessary for the PROJECT. Right-of-way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal, and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 1.3 Provide plans and specifications and all necessary construction engineering for the PROJECT to CITY, for CITY's prior review and approval pursuant to paragraph 2.1 below.
- 1.4 Construct the PROJECT by contract in accordance with the plans and specifications provided by COUNTY, which have been reviewed and approved by CITY pursuant to paragraphs 1.3 and 2.1.
- 1.5 Arrange for relocation of all utilities which interfere with construction of the PROJECT pursuant to paragraph 1.2 above.
- 1.6 Obtain a no-cost permit from the CITY for work within the CITY's right-of-way.
- 1.7 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of California Public Contract Code applicable to counties.
- 1.8 Require COUNTY's 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. Additionally, require its contractor to name CITY as an additional insured on its insurance policies and to name the CITY as a co-obligee on the performance and payment bonds provided for the PROJECT.
- 1.9 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) business days of COUNTY's receipt of written demand from CITY for such records. This shall be included as a PROJECT cost.
- 1.10 Include compliance with any applicable requirements of CEQA, as well as completing the required CEQA documentation.
- 1.11 Pay COUNTY's proportionate share of the cost of the PROJECT. The cost of the PROJECT shall include the cost of preliminary engineering, design, construction, construction engineering, inspection, CEQA compliance, and COUNTY overhead cost for the PROJECT. COUNTY's

proportionate share of cost for the PROJECT is estimated at \$1,466,000 (approximately 81.2% of PROJECT, see Exhibit B). COUNTY shall be responsible for its share of any PROJECT cost increases pursuant to paragraph 3.7, 3.9, and 3.12 below.

- 1.12 Submit to the CITY an itemized accounting of actual PROJECT costs incurred by COUNTY and a statement for CITY's proportionate share of PROJECT costs, as provided herein. Costs shall be amended following CITY and COUNTY acceptance of the final construction cost accounting. In no event shall CITY's proportionate share of cost of PROJECT exceed \$423,750 (CITY's estimated share of cost for PROJECT plus twenty-five percent (25%)) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16

## 2.0 CITY AGREES TO:

- 2.1 Review, approve, and provide comments, if necessary, for the PROJECT's plans and specifications provided by the COUNTY for PROJECT work to be performed in the CITY's jurisdiction.
- 2.2 If required for the PROJECT, at its own cost and not included in this PROJECT cost, perform all right-of-way acquisition related work within the CITY's jurisdiction that is determined to be necessary for the PROJECT. Right-of-way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 2.3 Provide a no cost permit to the COUNTY for its work in the CITY's right-of-way.
- 2.4 Provide a qualified CITY representative who has the authority to discuss and resolve PROJECT issues; and the authority to inspect PROJECT construction site upon notification by COUNTY via email and/or telephone that an inspection is required within the CITY's limits.
- 2.5 Pay CITY's proportionate share of the PROJECT cost. The PROJECT cost shall include the cost of preliminary engineering, design, construction, construction engineering, inspection, CEQA compliance and COUNTY overhead cost. CITY's proportionate share of cost for the PROJECT is estimated at \$339,000 (approximately 18.8% of PROJECT, see Exhibit B).
- 2.6 Pay to COUNTY, on a reimbursement basis, its share of PROJECT costs, including its jurisdictional share of any PROJECT cost increases pursuant to paragraphs 3.7, 3.9 and 3.12 below, within sixty (60) calendar days after receipt of an itemized statement as set forth in paragraph 1.12 of this Agreement, setting forth all actual PROJECT costs incurred by COUNTY, together with adequate documentation of said expenditures. In no event shall CITY's proportionate share of PROJECT cost exceed \$423,750 (CITY's estimated share of cost for the PROJECT plus twenty-five percent (25%)) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16.

## 3.0 IT IS MUTUALLY AGREED:

- 3.1 After CITY's and COUNTY's acceptance of completed PROJECT, the COUNTY shall be responsible for performing any maintenance for that portion of the PROJECT that is in the County Maintained Road System and within the COUNTY unincorporated area, and the CITY shall be responsible for performing any maintenance for the PROJECT that is 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 performance of its obligations under this Agreement.
- 3.3 COUNTY agrees to indemnify and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of 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 indemnification.
- 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 The Parties acknowledge that final PROJECT costs may ultimately exceed the current estimate of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.8 below) over the estimated total of PROJECT cost of \$1,805,000 (which is the sum of \$339,000 from CITY and \$1,466,000 from COUNTY), shall be borne by each Party in proportion to where the work actually lies (based on jurisdiction), as part of the Parties' respective obligations to pay the cost for the PROJECT.
- 3.8 If either CITY or COUNTY 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 all Parties, will be paid solely by the agency requesting the work.
- 3.9 In the case where one of the Parties owns a utility that needs to be relocated for the 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 PROJECT cost. In the case that a utility relocation is determined to be a PROJECT cost based on that utility having prior rights, the relocation of the utility will be included as a project cost for which the COUNTY and CITY will be responsible for funding within their jurisdictional boundaries.
- 3.10 As design progresses, if it is found by COUNTY, that a cost overrun of more than twenty-five percent (25%) of the estimated total of the PROJECT costs will occur, COUNTY shall provide CITY notice of this fact and COUNTY and CITY shall endeavor to agree upon an alternative course of action, including amending the amounts and Exhibit B with the revised cost estimates. If, after thirty (30) days of COUNTY notice, an alternative course of action is not mutually agreed upon in writing between the Parties, this Agreement shall be deemed to be terminated by mutual consent.
- 3.11 COUNTY shall notify CITY of the bids received and the amounts thereof. If either Party intends to cancel this Agreement based upon the bids or amount thereof, said Party shall notify the other Party as a reasonable time prior to the awarding of a contract to construct the PROJECT to avoid any detrimental reliance by either Party, contractor, or potential contractor.
- 3.12 If after opening bids for the PROJECT, it is found that the responsive and responsible low bid amount is twenty-five percent (25%) or less over the construction cost shown in Exhibit B, COUNTY may award the contract.
- 3.13 If, upon opening of bids, it is found that the responsive and responsible low bid amount is over twenty-five percent (25%) more than the construction cost shown in Exhibit B, COUNTY shall not award the contract unless: 1) COUNTY receives written permission from the CITY's Director of Public Works or his designee, to proceed with the award; and 2) COUNTY's Board of Supervisors approves the award of the construction contract. If the above-described conditions are not met, the COUNTY and CITY shall endeavor to agree upon an alternative course of action, including re-bidding of the PROJECT. If, after thirty (30) days of the bid opening, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.
- 3.14 Contract Change Orders forms will be delivered by fax or email, must be approved and signed by CITY, and returned within two (2) business 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.
- 3.15 This Agreement may be cancelled upon thirty (30) calendar 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. In the event of cancellation as provided herein, including



termination pursuant to this paragraph 3.15 or paragraphs 3.10 or 3.13 above, all PROJECT costs required to be paid by the Parties prior to the effective date of cancellation shall be paid by the Parties in the same proportion to their contribution for 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 or after CEQA review/approval.

- 3.16 Except as provided in Paragraph 3.15, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive Agreement termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for its share of the PROJECT costs. The PROJECT shall be deemed complete upon both PARTIES recording a Notice of Completion with any and all appropriate jurisdictions.
- 3.17 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.
- 3.18 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.
- 3.19 Time is of the essence for each and every provision of this Agreement.
- 3.20 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 workdays. 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.
- 3.21 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.
- 3.22 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.
- 3.23 This Agreement may be signed in counterparts, each of which shall constitute an original. The Parties shall be entitled to sign and transmit an electronic signature of the Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.
- 3.24 All notices, approvals, consents, or other documents required or permitted under the 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, and addressed as follows:

City of San Bernardino  
Public Works Department  
290 North D Street  
San Bernardino, CA 92401

San Bernardino County Public Works  
Attn: Transportation Division  
825 E. Third Street, Rm 143  
San Bernardino, CA 92415-0835

- 3.25 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 3.16, or April 30, 2030 (whichever occurs first).
- 3.26 The Recitals are true and correct and incorporated into the body of this Agreement.

SIGNATURE ON THE FOLLOWING PAGE

SAN BERNARDINO COUNTY

CITY OF SAN BERNARDINO

►  
\_\_\_\_\_  
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 \_\_\_\_\_  
Deputy

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address 290 North D Street  
San Bernardino, CA 92401

**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

►  
\_\_\_\_\_  
Noel Castillo, Director

Date \_\_\_\_\_

## EXHIBIT A

### FOR SAN BERNARDINO COUNTY/CITY OF SAN BERNARDINO PAVEMENT IMPROVEMENT AND ADA CURB RAMP UPDATE PROJECTS IN THE SAN BERNARDINO AREA

#### Old Waterman Canyon Road and Other Roads – Road List

Road Name	Road Limits	County Mile	City Mile	Total Miles	Scope of Work
<b>City of San Bernardino Road</b>					
OLD WATERMAN CANYON ROAD	1.52M N,SH18 N/.52M	0.00	0.52	0.52	Mill and Overlay
<b>County Only Roads</b>					
CANYON LANE	0.14M S,DALE LN NLY/DALE LN	0.14	0.00	0.14	Mill and Overlay
DALE LANE	OLD WATERMAN CANYON RD NE/FORREST LN	0.15	0.00	0.15	Mill and Overlay
FORREST LANE	0.05M N,HILLVIEW RD NW 0.22M	0.22	0.00	0.22	Mill and Overlay
FORREST LANE	HILLVIEW ROAD N 0.05M	0.05	0.00	0.05	Mill and Overlay
HILLVIEW ROAD	OLD WATERMAN CANYON RD E 0.28M	0.28	0.00	0.28	Mill and Overlay
OLD WATERMAN CANYON ROAD	1.37M N,SH18 N 0.15M	0.15	0.00	0.15	Mill and Overlay
OLD WATERMAN CANYON ROAD	2.04M N,SH18N/CL,SH18	0.89	0.00	0.89	Mill and Overlay
OLD WATERMAN CANYON ROAD	CL SH 18 NLY 0.26M	0.26	0.00	0.26	Mill and Overlay
PARKLAND ROAD	OLD WATERMAN CANYON RD E/SH18 ACCESS	0.11	0.00	0.11	Slurry III
<b>Old Waterman Canyon Rd Total Project Miles:</b>		<b>2.25</b>	<b>0.52</b>	<b>2.77</b>	

**EXHIBIT B**

**ESTIMATE OF PROJECT COSTS**  
**FOR SAN BERNARDINO COUNTY/CITY OF SAN BERNARDINO**  
**PAVEMENT IMPROVEMENT PROJECT**  
**IN THE SAN BERNARDINO AREA**

<b>Old Waterman Canyon Road and Other Roads</b>	<b>Amount</b>	<b>County Share</b>	<b>City Share</b>
Construction (including contingencies)	\$1,458,000	\$1,184,000	\$ 274,000
All Other Costs Such as Preliminary Engineering, Design, Environmental Clearance, Construction Engineering, etc.	\$ 347,000	\$ 282,000	\$ 65,000
<b>TOTAL</b>	<b>\$1,805,000</b>	<b>\$1,466,000</b>	<b>\$339,000</b>

**ANTICIPATED PROJECT MILESTONES**

<b>PROJECT</b>	<b>PHASE</b>	<b>BEGIN- Actual/(Forecast)</b>	<b>END- Actual/(Forecast)</b>
Old Waterman Canyon Road and Other Roads	Design	Spring 2025	(Summer 2025)
	Construction	(Fall 2025)	(Fall 2025)

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**Contract Number**

**SAP Number**

## Public Works

<b>Department Contract Representative</b>	Jeremy Johnson, P.E., Engineering Manager
<b>Telephone Number</b>	(909) 387-8165
<b>Project</b>	Citrus Street and Other Roads – Phase I
<b>Contractor</b>	City of San Bernardino
<b>Contractor Representative</b>	Azzam Jabsheh, City Engineer
<b>Telephone Number</b>	(909) 384-7251
<b>Contract Term</b>	Expires April 30, 2030
<b>Original Contract Amount</b>	\$239,000
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$239,000
<b>Cost Center</b>	6650002000 H15161
<b>Grant Number (if applicable)</b>	n/a

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County (COUNTY) and the City of San Bernardino (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") desire cooperate and jointly participate in a pavement improvement project on Citrus Street and Other Roads – Phase I in the San Bernardino area (PROJECT);

WHEREAS, the road list for the PROJECT is shown on Exhibit "A", attached hereto and incorporated herein by this reference; and,

WHEREAS, the PROJECT is located in the unincorporated areas of the COUNTY and the incorporated area of the CITY; 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, and repair of its streets and roads; and,

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

WHEREAS, it is anticipated that COUNTY's share of PROJECT costs will be from COUNTY General Funds, Senate Bill 1 Road Maintenance and Rehabilitation Account funds and Gas Tax revenues, and the CITY's share of PROJECT costs will be financed through its local funds; and,

WHEREAS, the total PROJECT cost is estimated to be \$5,963,000; and,

WHEREAS, COUNTY's share of PROJECT cost is estimated to be \$5,724,000 and the CITY's of PROJECT cost is estimated to \$239,000, as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and,

WHEREAS, the above-described costs are proportioned based on the work to be performed in each Party's jurisdiction; 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 preliminary engineering, design, survey, construction, construction engineering, inspection, and California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 *et seq.*) of the PROJECT.
- 1.2 If required for the PROJECT, at its own cost, design and perform all right-of-way acquisition related work inside the unincorporated COUNTY jurisdiction that is determined to be necessary for the PROJECT. Right-of-way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal, and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 1.3 Provide plans and specifications and all necessary construction engineering for the PROJECT to CITY, for CITY's prior review and approval pursuant to paragraph 2.1 below.
- 1.4 Construct the PROJECT by contract in accordance with the plans and specifications provided by COUNTY, which have been reviewed and approved by CITY pursuant to paragraphs 1.3 and 2.1.
- 1.5 Arrange for relocation of all utilities which interfere with construction of the PROJECT pursuant to paragraph 1.2 above.
- 1.6 Obtain a no-cost permit from the CITY for work within the CITY's right-of-way.
- 1.7 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of California Public Contract Code applicable to counties.
- 1.8 Require COUNTY's 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. Additionally, require its contractor to name CITY as an additional insured on its insurance policies and to name the CITY as a co-obligee on the performance and payment bonds provided for the PROJECT.
- 1.9 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) business days of COUNTY's receipt of written demand from CITY for such records. This shall be included as a PROJECT cost.
- 1.10 Include compliance with any applicable requirements of CEQA, as well as completing the required CEQA documentation.
- 1.11 Pay COUNTY's proportionate share of the cost of the PROJECT. The cost of the PROJECT shall include the cost of preliminary engineering, design, construction, construction engineering, inspection, CEQA compliance, and COUNTY overhead cost for the PROJECT. COUNTY's

proportionate share of cost for the PROJECT is estimated at \$5,724,000 (approximately 96% of PROJECT, see Exhibit B). COUNTY shall be responsible for its share of any PROJECT cost increases pursuant to paragraph 3.7, 3.9, and 3.12 below.

- 1.12 Submit to CITY an itemized accounting of actual PROJECT costs incurred by COUNTY and a statement for CITY's proportionate share of PROJECT costs, as provided herein. Costs shall be amended following CITY and COUNTY acceptance of the final construction cost accounting. In no event shall CITY's proportionate share of cost of PROJECT exceed \$298,750 (CITY's estimated share of cost for PROJECT plus twenty-five percent (25%)) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16

## 2.0 CITY AGREES TO:

- 2.1 Review, approve, and provide comments, if necessary, for the PROJECT's plans and specifications provided by the COUNTY for PROJECT work to be performed in the CITY's jurisdiction.
- 2.2 If required for the PROJECT, at its own cost and not included in this PROJECT cost, perform all right-of-way acquisition related work within the CITY's jurisdiction that is determined to be necessary for the PROJECT. Right-of-way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 2.3 Provide a no cost permit to the COUNTY for its work in the CITY's right-of-way.
- 2.4 Provide a qualified CITY representative who has the authority to discuss and resolve PROJECT issues; and the authority to inspect PROJECT construction site upon notification by COUNTY via email and/or telephone that an inspection is required within the CITY's limits.
- 2.5 Pay CITY's proportionate share of the PROJECT cost. The PROJECT cost shall include the cost of preliminary engineering, design, construction, construction engineering, inspection, CEQA compliance and COUNTY overhead cost. CITY's proportionate share of cost for the PROJECT is estimated at \$239,000 (approximately 4% of PROJECT, see Exhibit B).
- 2.6 Pay to COUNTY, on a reimbursement basis, its share of PROJECT costs, including its jurisdictional share of any PROJECT cost increases pursuant to paragraphs 3.7, 3.9 and 3.12 below, within sixty (60) calendar days after receipt of an itemized statement as set forth in paragraph 1.12 of this Agreement, setting forth all actual PROJECT costs incurred by COUNTY, together with adequate documentation of said expenditures. In no event shall CITY's proportionate share of PROJECT cost exceed \$289,750 (CITY's estimated share of cost for the PROJECT plus twenty-five percent (25%)) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16.

## 3.0 IT IS MUTUALLY AGREED:

- 3.1 After the CITY's and COUNTY's acceptance of completed PROJECT, the COUNTY shall be responsible for performing any maintenance for that portion of the PROJECT that is in the County Maintained Road System and within the COUNTY unincorporated area, and the CITY shall be responsible for performing any maintenance for the PROJECT that is 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 performance of its obligations under this Agreement.
- 3.3 COUNTY agrees to indemnify and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of 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 indemnification.
- 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 The Parties acknowledge that final PROJECT costs may ultimately exceed the current estimate of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.8 below) over the estimated total of PROJECT cost of \$5,963,000 (which is the sum of \$239,000 from CITY and \$5,724,000 from COUNTY), shall be borne by each Party in proportion to where the work actually lies (based on jurisdiction), as part of the Parties' respective obligations to pay the cost for the PROJECT.
- 3.8 If either CITY or COUNTY 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 all Parties, will be paid solely by the agency requesting the work.
- 3.9 In the case where one of the Parties owns a utility that needs to be relocated for the 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 PROJECT cost. In the case that a utility relocation is determined to be a PROJECT cost based on that utility having prior rights, the relocation of the utility will be included as a project cost for which the COUNTY and CITY will be responsible for funding within their jurisdictional boundaries.
- 3.10 As design progresses, if it is found by COUNTY, that a cost overrun of more than twenty-five percent (25%) of the estimated total of the PROJECT costs will occur, COUNTY shall provide CITY notice of this fact and COUNTY and CITY shall endeavor to agree upon an alternative course of action, including amending the amounts and Exhibit B with the revised cost estimates. If, after thirty (30) days of COUNTY notice, an alternative course of action is not mutually agreed upon in writing between the Parties, this Agreement shall be deemed to be terminated by mutual consent.
- 3.11 COUNTY shall notify CITY of the bids received and the amounts thereof. If either Party intends to cancel this Agreement based upon the bids or amount thereof, said Party shall notify the other Party as a reasonable time prior to the awarding of a contract to construct the PROJECT to avoid any detrimental reliance by either Party, contractor, or potential contractor.
- 3.12 If after opening bids for the PROJECT, it is found that the responsive and responsible low bid amount is twenty-five percent (25%) or less over the construction cost shown in Exhibit B, COUNTY may award the contract.
- 3.13 If, upon opening of bids, it is found that the responsive and responsible low bid amount is over twenty-five percent (25%) more than the construction cost shown in Exhibit B, COUNTY shall not award the contract unless: 1) COUNTY receives written permission from the CITY's Director of Public Works or his designee, to proceed with the award; and 2) COUNTY's Board of Supervisors approves the award of the construction contract. If the above-described conditions are not met, the COUNTY and CITY shall endeavor to agree upon an alternative course of action, including re-bidding of the PROJECT. If, after thirty (30) days of the bid opening, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.
- 3.14 Contract Change Orders forms will be delivered by fax or email, must be approved and signed by CITY, and returned within two (2) business 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.
- 3.15 This Agreement may be cancelled upon thirty (30) calendar 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. In the event of cancellation as provided herein, including



termination pursuant to this paragraph 3.15 or paragraphs 3.10 or 3.13 above, all PROJECT costs required to be paid by the Parties prior to the effective date of cancellation shall be paid by the Parties in the same proportion to their contribution for 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 or after CEQA review/approval.

- 3.16 Except as provided in Paragraph 3.15, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive Agreement termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for its share of the PROJECT costs. The PROJECT shall be deemed complete upon both PARTIES recording a Notice of Completion with any and all appropriate jurisdictions.
- 3.17 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.
- 3.18 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.
- 3.19 Time is of the essence for each and every provision of this Agreement.
- 3.20 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 workdays. 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.
- 3.21 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.
- 3.22 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.
- 3.23 This Agreement may be signed in counterparts, each of which shall constitute an original. The Parties shall be entitled to sign and transmit an electronic signature of the Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.
- 3.24 All notices, approvals, consents, or other documents required or permitted under the 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, and addressed as follows:

City of San Bernardino  
Public Works Department  
290 North D Street  
San Bernardino, CA 92401

San Bernardino County Public Works  
Attn: Transportation Division  
825 E. Third Street, Rm 143  
San Bernardino, CA 92415-0835

- 3.25 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 3.16, or April 30, 2030 (whichever occurs first).
- 3.26 The Recitals are true and correct and incorporated into the body of this Agreement.

SIGNATURE ON THE FOLLOWING PAGE

SAN BERNARDINO COUNTY

CITY OF SAN BERNARDINO

►  
\_\_\_\_\_  
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 \_\_\_\_\_  
Deputy

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address 290 North D Street  
San Bernardino, CA 92401

**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

►  
Noel Castillo, Director

Date \_\_\_\_\_

## EXHIBIT A

### FOR SAN BERNARDINO COUNTY/CITY OF SAN BERNARDINO PAVEMENT IMPROVEMENT PROJECT IN THE SAN BERNARDINO AREA

#### Citrus Street and Other Roads (Phase I) – Road List

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
<b>City of San Bernardino-County Shared Roads</b>					
BARTON STREET	BASE LINE N/PACIFIC ST	0.44	0.06	0.50	Mill and Overlay
CONEJO DRIVE	BASE LINE N/PACIFIC ST	0.40	0.08	0.48	Mill and Overlay
DEL ROSA AVENUE	PACIFIC ST N/DEL ROSA DR	0.34	0.05	0.39	Mill and Overlay
DWIGHT WAY	BASE LINE N/PACIFIC ST	0.48	0.02	0.50	Mill and Overlay
GARDEN DRIVE	BASE LINE N/PACIFIC ST	0.44	0.06	0.50	Mill and Overlay
GLASGOW AVENUE	BASE LINE N/PACIFIC ST	0.50	0.03	0.53	Mill and Overlay
PERRIS HILL ROAD	BASE LINE N/PACIFIC ST	0.46	0.04	0.50	Mill and Overlay
TIPPECANOE AVENUE	BASE LINE N/PACIFIC ST	0.48	0.03	0.51	Mill and Overlay
YATES STREET	BASE LINE N/END	0.07	0.03	0.10	Mill and Overlay
<b>County Only Roads:</b>					
ANSON STREET	GLASGOW AVE E .08M	0.08	0.00	0.08	Mill and Overlay
BESSANT STREET	DWIGHT WY E/GLASGOW AVE	0.08	0.00	0.08	Mill and Overlay
BESSANT STREET	GLASGOW AVE E/DEL ROSA DR	0.12	0.00	0.12	Mill and Overlay
CONEJO DRIVE	PACIFIC ST N 0.05M	0.05	0.00	0.05	Mill and Overlay
CROSS STREET	.04M W,OSBUN RD E/OSBUN RD	0.04	0.00	0.04	Mill and Overlay
DWIGHT WAY	18TH ST N/19TH ST	0.07	0.00	0.07	Mill and Overlay
EIGHTEENTH STREET	DWIGHT WAY E/DEL ROSA DR	0.23	0.00	0.23	Mill and Overlay
EIGHTEENTH STREET	DEL ROSA AVE E/OSBUN RD	0.13	0.00	0.13	Mill and Overlay
ELM AVENUE	PUMALO ST NLY/MERITO PL	0.63	0.00	0.63	Mill and Overlay

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
ELM COURT	ELM NE/END	0.04	0.00	0.04	Mill and Overlay
ELMO DRIVE	DWIGHT WAY E/GLASGOW AVE	0.08	0.00	0.08	Mill and Overlay
ELMWOOD ROAD	PACIFIC ST N/DEL ROSA AVE	0.25	0.00	0.25	Mill and Overlay
FAIRFAX DRIVE	BASE LINE N .06	0.06	0.00	0.06	Mill and Overlay
FAIRFAX DRIVE	.06M N BASE LINE N/PACIFIC ST	0.45	0.00	0.45	Mill and Overlay
FISHER STREET	GLASGOW AVE E/DEL ROSA DR	0.13	0.00	0.13	Mill and Overlay
GLASGOW AVENUE	PACIFIC ST N/NINETEENTH ST	0.23	0.00	0.23	Mill and Overlay
GOLONDRINA COURT	GOLONDRINA DR E/END	0.03	0.00	0.03	Mill and Overlay
GOLONDRINA DRIVE	PASITO ST N/MERITO AVE	0.20	0.00	0.20	Mill and Overlay
INDEPENDENT PLACE	DWIGHT WAY E/GLASGOW AVE	0.08	0.00	0.08	Mill and Overlay
MERITO AVENUE	STERLING NLY/MERITO PL	0.47	0.00	0.47	Mill and Overlay
MERITO PLACE	ROCA CIRCLE N/HIGHLND SH30	0.11	0.00	0.11	Mill and Overlay
MITAD COURT	ROCA CIRCLE N/END	0.09	0.00	0.09	Mill and Overlay
MONTE VISTA DRIVE	END N/0004M S,HIGHLAND AVE	0.36	0.00	0.36	Mill and Overlay
NILES STREET	END E/OSBUN	0.06	0.00	0.06	Mill and Overlay
NINETEENTH STREET	DWIGHT E/YATES	0.18	0.00	0.18	Mill and Overlay
NINETEENTH STREET	ELMWOOD RD E/SAN BDNO CL	0.08	0.00	0.08	Mill and Overlay
NINETEENTH STREET	.03M W, OSBUN RD E/OSBUN RD	0.03	0.00	0.03	Slurry II
NINETEENTH STREET	END E/MERITO	0.03	0.00	0.03	Slurry II
NINETEENTH STREET	ELM E/STERLING	0.03	0.00	0.03	Mill and Overlay
OSBUN ROAD	SEVENTEENTH ST N/NILES ST	0.15	0.00	0.15	Patch, Chip Seal and Slurry II
OSBUN ROAD	NILES ST N .02M	0.02	0.00	0.02	Patch, Chip Seal and Slurry II
OSBUN ROAD	.02M N,NILES ST N/NINETEENTH ST	0.06	0.00	0.06	Mill and Overlay
PASITO STREET	GOLONDRINA E/SERENA	0.15	0.00	0.15	Mill and Overlay
PRADERA AVENUE	ROCA CIRCLE N/MERITO	0.24	0.00	0.24	Mill and Overlay
ROCA CIRCLE	END N/MERITO	0.28	0.00	0.28	Mill and Overlay
SERENA STREET	PASITO N&NW/ELM AVE	0.14	0.00	0.14	Mill and Overlay

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
SEVENTEENTH STREET	0013M W, GLASGOW AVE E/DEL ROSA DR	0.25	0.00	0.25	Mill and Overlay
SEVENTEENTH STREET	DEL ROSA E/OSBUN	0.13	0.00	0.13	Mill and Overlay
TWENTIETH STREET	ELMWOOD AVE E 0009M	0.09	0.00	0.09	Mill and Overlay
YATES AVENUE	EIGHTEENTH N/NINETEENTH	0.09	0.00	0.09	Mill and Overlay
<b>Citrus Street Total Project Miles:</b>		<b>9.63</b>	<b>0.40</b>	<b>10.03</b>	

**EXHIBIT B**

**ESTIMATE OF PROJECT COSTS**  
**FOR SAN BERNARDINO COUNTY/CITY OF SAN BERNARDINO**  
**PAVEMENT IMPROVEMENT PROJECT**  
**IN THE SAN BERNARDINO AREA**

<b>Citrus Street and Other Roads – Phase I</b>	<b>Amount</b>	<b>County Share</b>	<b>City Share</b>
Construction (including contingencies)	\$5,512,000	\$5,291,000	\$221,000
All Other Costs Such as Preliminary Engineering, Design, Environmental Clearance, Construction Engineering, etc.	\$ 451,000	\$ 433,000	\$ 18,000
<b>TOTAL</b>	<b>\$5,963,000</b>	<b>\$5,724,000</b>	<b>\$239,000</b>

**ANTICIPATED PROJECT MILESTONES**

<b>PROJECT</b>	<b>PHASE</b>	<b>BEGIN- Actual/(Forecast)</b>	<b>END- Actual/(Forecast)</b>
Citrus Street and Other Roads – Phase I	Design	Summer 2021	(Winter 2024)
	Construction	(Spring 2025)	(Fall 2025)

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



**Contract Number**

**SAP Number**

## Public Works

<b>Department Contract Representative</b>	Jeremy Johnson, P.E., Engineering Manager
<b>Telephone Number</b>	(909) 387-8165
<b>Project</b>	Lynwood Drive and Other Roads
<b>Contractor</b>	City of San Bernardino
<b>Contractor Representative</b>	Azzam Jabsheh, City Engineer
<b>Telephone Number</b>	(909) 384-7251
<b>Contract Term</b>	Expires April 30, 2030
<b>Original Contract Amount</b>	\$1,730,000
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$1,730,000
<b>Cost Center</b>	6650002000 H15162
<b>Grant Number (if applicable)</b>	n/a

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County (COUNTY) and the City of San Bernardino (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") desire cooperate and jointly participate in a pavement improvement project on Lynwood Drive and Other Roads in the San Bernardino area:

WHEREAS, the road list for the PROJECT is shown on Exhibit "A", attached hereto and incorporated herein by this reference; and,

WHEREAS, the PROJECT is located in the unincorporated areas of the COUNTY and the incorporated area of the CITY; 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, and repair of its streets and roads; and,

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

WHEREAS, it is anticipated that COUNTY's share of PROJECT costs will be from COUNTY Senate Bill 1 Road Maintenance and Rehabilitation Account funds and Gas Tax revenues, and the CITY's share of PROJECT costs will be financed through its local funds; and,

WHEREAS, the total PROJECT cost is estimated to be \$8,840,000; and,

WHEREAS, COUNTY's share of PROJECT cost is estimated to be \$7,110,000 and the CITY's of PROJECT cost is estimated to \$1,730,000, as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and,

WHEREAS, the above-described costs are proportioned based on the work to be performed in each Party's jurisdiction; 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 preliminary engineering, design, survey, construction, construction engineering, inspection, and California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 *et seq.*) of the PROJECT.
- 1.2 If required for the PROJECT, at its own cost, design and perform all right-of-way acquisition related work inside the unincorporated COUNTY jurisdiction that is determined to be necessary for the PROJECT. Right-of-way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal, and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 1.3 Provide plans and specifications and all necessary construction engineering for the PROJECT to CITY, for CITY's prior review and approval pursuant to paragraph 2.1 below.
- 1.4 Construct the PROJECT by contract in accordance with the plans and specifications provided by COUNTY, which have been reviewed and approved by CITY pursuant to paragraphs 1.3 and 2.1.
- 1.5 Arrange for relocation of all utilities which interfere with construction of the PROJECT pursuant to paragraph 1.2 above.
- 1.6 Obtain a no-cost permit from the CITY for work within the CITY's right-of-way.
- 1.7 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of California Public Contract Code applicable to counties.
- 1.8 Require COUNTY's 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. Additionally, require its contractor to name CITY as an additional insured on its insurance policies and to name the CITY as a co-obligee on the performance and payment bonds provided for the PROJECT.
- 1.9 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) business days of COUNTY's receipt of written demand from CITY for such records. This shall be included as a PROJECT cost.
- 1.10 Include compliance with any applicable requirements of CEQA, as well as completing the required CEQA documentation.
- 1.11 Pay COUNTY's proportionate share of the cost of the PROJECT. The cost of the PROJECT shall include the cost of preliminary engineering, design, construction, construction engineering, inspection, CEQA compliance, and COUNTY overhead cost for the PROJECT. COUNTY's



proportionate share of cost for the PROJECT is estimated at \$7,110,000 (approximately 80.4% of PROJECT, see Exhibit B). COUNTY shall be responsible for its share of any PROJECT cost increases pursuant to paragraph 3.7, 3.9, and 3.12 below.

- 1.12 Submit to the CITY an itemized accounting of actual PROJECT costs incurred by COUNTY and a statement for CITY's proportionate share of PROJECT costs, as provided herein. Costs shall be amended following CITY and COUNTY acceptance of the final construction cost accounting. In no event shall CITY's proportionate share of cost of PROJECT exceed \$2,162,500 (CITY's estimated share of cost for PROJECT plus twenty-five percent (25%)) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16

## 2.0 CITY AGREES TO:

- 2.1 Review, approve, and provide comments, if necessary, for the PROJECT's plans and specifications provided by the COUNTY for PROJECT work to be performed in the CITY's jurisdiction.
- 2.2 If required for the PROJECT, at its own cost and not included in this PROJECT cost, perform all right-of-way acquisition related work within the CITY's jurisdiction that is determined to be necessary for the PROJECT. Right-of-way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 2.3 Provide a no cost permit to the COUNTY for its work in the CITY's right-of-way.
- 2.4 Provide a qualified CITY representative who has the authority to discuss and resolve PROJECT issues; and the authority to inspect PROJECT construction site upon notification by COUNTY via email and/or telephone that an inspection is required within the CITY's limits.
- 2.5 Pay CITY's proportionate share of the PROJECT cost. The PROJECT cost shall include the cost of preliminary engineering, design, construction, construction engineering, inspection, CEQA compliance and COUNTY overhead cost. CITY's proportionate share of cost for the PROJECT is estimated at \$1,730,000 (approximately 19.6% of PROJECT, see Exhibit B).
- 2.6 Pay to COUNTY, on a reimbursement basis, its share of PROJECT costs, including its jurisdictional share of any PROJECT cost increases pursuant to paragraphs 3.7, 3.9 and 3.12 below, within sixty (60) calendar days after receipt of an itemized statement as set forth in paragraph 1.12 of this Agreement, setting forth all actual PROJECT costs incurred by COUNTY, together with adequate documentation of said expenditures. In no event shall CITY's proportionate share of PROJECT cost exceed \$2,162,500 (CITY's estimated share of cost for the PROJECT plus twenty-five percent (25%)) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16.

## 3.0 IT IS MUTUALLY AGREED:

- 3.1 After CITY's and COUNTY's acceptance of completed PROJECT, the COUNTY shall be responsible for performing any maintenance for that portion of the PROJECT that is in the County Maintained Road System and within the COUNTY unincorporated area, and the CITY shall be responsible for performing any maintenance for the PROJECT that is 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 performance of its obligations under this Agreement.
- 3.3 COUNTY agrees to indemnify and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of 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 indemnification.
- 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 The Parties acknowledge that final PROJECT costs may ultimately exceed the current estimate of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.8 below) over the estimated total of PROJECT cost of \$8,840,000 (which is the sum of \$1,730,000 from CITY and \$7,110,000 from COUNTY), shall be borne by each Party in proportion to where the work actually lies (based on jurisdiction), as part of the Parties' respective obligations to pay the cost for the PROJECT.
- 3.8 If either CITY or COUNTY 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 all Parties, will be paid solely by the agency requesting the work.
- 3.9 In the case where one of the Parties owns a utility that needs to be relocated for the 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 PROJECT cost. In the case that a utility relocation is determined to be a PROJECT cost based on that utility having prior rights, the relocation of the utility will be included as a project cost for which the COUNTY and CITY will be responsible for funding within their jurisdictional boundaries.
- 3.10 As design progresses, if it is found by COUNTY, that a cost overrun of more than twenty-five percent (25%) of the estimated total of the PROJECT costs will occur, COUNTY shall provide CITY notice of this fact and COUNTY and CITY shall endeavor to agree upon an alternative course of action, including amending the amounts and Exhibit B with the revised cost estimates. If, after thirty (30) days of COUNTY notice, an alternative course of action is not mutually agreed upon in writing between the Parties, this Agreement shall be deemed to be terminated by mutual consent.
- 3.11 COUNTY shall notify CITY of the bids received and the amounts thereof. If either Party intends to cancel this Agreement based upon the bids or amount thereof, said Party shall notify the other Party as a reasonable time prior to the awarding of a contract to construct the PROJECT to avoid any detrimental reliance by either Party, contractor, or potential contractor.
- 3.12 If after opening bids for the PROJECT, it is found that the responsive and responsible low bid amount is twenty-five percent (25%) or less over the construction cost shown in Exhibit B, COUNTY may award the contract.
- 3.13 If, upon opening of bids, it is found that the responsive and responsible low bid amount is over twenty-five percent (25%) more than the construction cost shown in Exhibit B, COUNTY shall not award the contract unless: 1) COUNTY receives written permission from the CITY's Director of Public Works or his designee, to proceed with the award; and 2) COUNTY's Board of Supervisors approves the award of the construction contract. If the above-described conditions are not met, the COUNTY and CITY shall endeavor to agree upon an alternative course of action, including re-bidding of the PROJECT. If, after thirty (30) days of the bid opening, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.
- 3.14 Contract Change Orders forms will be delivered by fax or email, must be approved and signed by CITY, and returned within two (2) business 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.
- 3.15 This Agreement may be cancelled upon thirty (30) calendar 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. In the event of cancellation as provided herein, including

termination pursuant to this paragraph 3.15 or paragraphs 3.10 or 3.13 above, all PROJECT costs required to be paid by the Parties prior to the effective date of cancellation shall be paid by the Parties in the same proportion to their contribution for 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 or after CEQA review/approval.

- 3.16 Except as provided in Paragraph 3.15, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive Agreement termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for its share of the PROJECT costs. The PROJECT shall be deemed complete upon both PARTIES recording a Notice of Completion with any and all appropriate jurisdictions.
- 3.17 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.
- 3.18 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.
- 3.19 Time is of the essence for each and every provision of this Agreement.
- 3.20 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 workdays. 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.
- 3.21 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.
- 3.22 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.
- 3.23 This Agreement may be signed in counterparts, each of which shall constitute an original. The Parties shall be entitled to sign and transmit an electronic signature of the Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.
- 3.24 All notices, approvals, consents, or other documents required or permitted under the 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, and addressed as follows:

City of San Bernardino  
Public Works Department  
290 North D Street  
San Bernardino, CA 92401

San Bernardino County Public Works  
Attn: Transportation Division  
825 E. Third Street, Rm 143  
San Bernardino, CA 92415-0835

- 3.25 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 3.16, or April 30, 2030 (whichever occurs first).
- 3.26 The Recitals are true and correct and incorporated into the body of this Agreement.

SIGNATURE ON THE FOLLOWING PAGE

SAN BERNARDINO COUNTY

CITY OF SAN BERNARDINO

►  
\_\_\_\_\_  
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 \_\_\_\_\_  
Deputy

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address 290 North D Street  
San Bernardino, CA 92401

**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

►  
\_\_\_\_\_  
Noel Castillo, Director

Date \_\_\_\_\_

## EXHIBIT A

### FOR SAN BERNARDINO COUNTY/CITY OF SAN BERNARDINO PAVEMENT IMPROVEMENT AND ADA CURB RAMP UPDATE PROJECTS IN THE SAN BERNARDINO AREA

#### Lynwood Drive and Other Roads – Road List

Road Name	Road Limits	County Mile	City Mile	Total Miles	Scope of Work
<b>City of San Bernardino-County Shared Roads</b>					
DEL NORTE DRIVE	HARRISON E/GOLDEN	0.14	0.04	0.18	Micro Mill, Rubberized Chip Seal and Slurry II
DEL ROSA AVENUE	EUREKA ST N/FOOTHILL DR	0.19	0.20	0.39	Mill and Overlay
E STREET	FORTIETH ST N/FORTY-EIGHTH ST	0.48	0.02	0.5	Micro Mill and Rubberized Chip Seal
ECHO DRIVE	MODESTO DR E/FERNDAL AVE	0.13	0.02	0.15	Micro Mill and Rubberized Chip Seal
EDGEMONT DRIVE	BONNIE ST E/GOLONDRINA DR	0.07	0.01	0.08	Micro Mill and Rubberized Chip Seal
EUREKA STREET	DEL ROSA AVE E/STERLING AVE	0.46	0.04	0.5	Micro Mill and Rubberized Chip Seal
FOOTHILL DRIVE	DEL ROSA AVE E/STERLING AVE	0.25	0.26	0.51	Mill and Overlay
FOOTHILL DRIVE	STERLING AVE E/MANZANITA DR	0.29	0.11	0.4	Mill and Overlay
FORTIETH STREET	.08M W,GOLDEN AVE E .19M	0.1	0.09	0.19	Slurry II
FORTY-EIGHTH STREET	"E" ST E .24M (SBO CL)	0.12	0.12	0.24	Micro Mill, Rubberized Chip Seal and Slurry II
FOURTH AVENUE	.04M N,KENDALL DR N/HILL DR	0.52	0.11	0.63	Micro Mill, Rubberized Chip Seal and Slurry II
HILL DRIVE	.03M W,MAGNOLIA DR E/MAGNOLIA DR	0.01	0.02	0.03	Micro Mill and Rubberized Chip Seal and Slurry II
HILL DRIVE	MAGNOLIA AVE E/FOURTH AVE	0.06	0.07	0.13	Micro Mill and Rubberized Chip Seal and Slurry II
HILL DRIVE	FOURTH AVE E/.06 M E,MOUNTAIN DR	0.09	0.1	0.19	Micro Mill and Rubberized Chip Seal and Slurry II
HILL DRIVE	.06M E,THIRD AVE E/"E" STREET	0.1	0.09	0.19	Micro Mill and Rubberized Chip Seal and Slurry II
IRONWOOD STREET	HOLLY VISTA BLVD N/LYNWOOD DR	0.07	0.08	0.15	Micro Mill and Rubberized Chip Seal and Slurry II
LYNWOOD DRIVE	HARRISON ST E/MOUNTAIN AVE	0.23	0.23	0.46	Mill and Overlay
LYNWOOD DRIVE	DEL ROSA AVE E/0017M W,STERLING	0.24	0.09	0.33	Mill and Overlay
MAGNOLIA DRIVE	FORTY-EIGHTH ST N/HILL DR	0.16	0.09	0.25	Micro Mill and Rubberized Chip Seal and Slurry II

Road Name	Road Limits	County Mile	City Mile	Total Miles	Scope of Work
MARSHALL BLVD	DEL ROSA AVE E/OSBUN RD (SBO CL)	0.2	0.06	0.26	Mill and Overlay
MARSHALL BLVD	0002M W,GOLONDRINA E/STERLING AVE	0.08	0.08	0.16	Mill and Overlay
MARSHALL BLVD	STERLING AVE E/ARDEN AVE	0.25	0.25	0.5	Mill and Overlay
MARSHALL BLVD	ARDEN AVE E/0004M W,VALARIA DR	0.12	0.13	0.25	Mill and Overlay
MODESTO DRIVE	THIRTY-FIFTH ST N/THIRTY-SIXTH ST	0.07	0.07	0.14	Micro Mill and Rubberized Chip Seal and Slurry II
MOUNTAIN AVENUE	LYNWOOD DR N/0002M N,GLENMARE ST	0.15	0.15	0.3	Mill and Overlay
MOUNTAIN AVENUE	0007M S,EUREKA ST N 0005M	0.02	0.03	0.05	Mill and Overlay
MOUNTAIN AVENUE	0021M S,YUCCA DR N/0010M S,39TH ST	0.12	0.13	0.25	Mill and Overlay
THIRTY-FIFTH STREET	0003M W,GARDEN E/0004M E,CONEJO DR	0.12	0.05	0.17	Micro Mill, Rubberized Chip Seal and Slurry II
THIRTY-NINTH STREET	0003M E,GOLDEN E/0001MW,FERNDAL AVE	0.07	0.07	0.14	Micro Mill, Rubberized Chip Seal and Slurry II
<b>County Only Roads</b>					
ACRE LANE	.05M N, 40TH ST N/44TH ST	0.2	0	0.2	Patch, Chip Seal and Slurry II
ALAMEDA AVENUE	33RD ST N/34TH ST	0.17	0	0.17	Micro Mill, Rubberized Chip Seal and Slurry II
ALAMEDA COURT	DEL NORTE DR N 0.07M	0.07	0	0.07	Micro Mill, Rubberized Chip Seal and Slurry II
ALAMEDA COURT	EDGEMONT DR N 0.02M	0.02	0	0.02	Micro Mill, Rubberized Chip Seal and Slurry II
ALTO COURT	ALTO DR N .04M	0.04	0	0.04	Micro Mill, Rubberized Chip Seal and Slurry II
ALTO DRIVE	LOS FLORES DR NLY/STERLING AVE	0.26	0	0.26	Micro Mill and Rubberized Chip Seal
ARDEN AVENUE	MARSHALL BLVD N/FOOTHILL DR	0.22	0	0.22	Micro Mill, Rubberized Chip Seal and Slurry II
ARGYLE AVENUE	EDGEMONT N/LOS FLORES	0.21	0	0.21	Micro Mill, Rubberized Chip Seal and Slurry II
BELVEDERE AVENUE	MARSHALL BLVD N/PIEDMONT ST	0.2	0	0.2	Micro Mill, Rubberized Chip Seal and Slurry II
BLYTHE AVENUE	EDGEMONT DR N/GLENMARE ST	0.13	0	0.13	Micro Mill, Rubberized Chip Seal and Slurry II

Road Name	Road Limits	County Mile	City Mile	Total Miles	Scope of Work
BONNIE STREET	EDGEMONT DR N/EUREKA ST	0.15	0	0.15	Micro Mill and Rubberized Chip Seal and Slurry II
BONNIE STREET	EUREKA ST N/FOOTHILL DR	0.37	0	0.37	Micro Mill and Rubberized Chip Seal and Slurry II
CEDAR DRIVE	41ST STREET N .13M	0.13	0	0.13	Micro Mill and Rubberized Chip Seal and Slurry II
CEDAR DRIVE	FOURTY-EIGHTH ST N/HILL DR	0.25	0	0.25	Micro Mill, Rubberized Chip Seal and Slurry II
CHIQUITA LANE	LYNWOOD RD N&E/OSBUN RD	0.2	0	0.2	Micro Mill, Rubberized Chip Seal and Slurry II
CHIQUITA LANE	35TH N/FOOTHILL DR	0.22	0	0.22	Micro Mill, Rubberized Chip Seal and Slurry II
CONEJO DRIVE	MARSHALL N/EUREKA	0.19	0	0.19	Micro Mill, Rubberized Chip Seal and Slurry II
CONEJO DRIVE	33RD N/35TH	0.1	0	0.1	Micro Mill, Rubberized Chip Seal and Slurry II
CONEJO DRIVE	.02M S,36TH ST (SB CL)N/39TH ST	0.36	0	0.36	Micro Mill, Rubberized Chip Seal and Slurry II
CONEJO PLACE	.03M W,CONEJO DR E/CONEJO DR	0.03	0	0.03	Micro Mill, Rubberized Chip Seal and Slurry II
COTTAGE DRIVE	40TH N .12M	0.12	0	0.12	Micro Mill, Rubberized Chip Seal and Slurry II
DEL REY DRIVE	LYNWOOD DR N/DEL NORTE DR	0.06	0	0.06	Micro Mill, Rubberized Chip Seal and Slurry II
DEL REY DRIVE	DEL NORTE DR N .07M	0.07	0	0.07	Micro Mill, Rubberized Chip Seal and Slurry II
DEL REY DRIVE	EDGEMONT DR N/34TH ST	0.24	0	0.24	Micro Mill, Rubberized Chip Seal
DOGWOOD STREET	HOLLY VISTA BLVD N/LYNWOOD DR	0.15	0	0.15	Micro Mill and Rubberized Chip Seal and Slurry II
DOGWOOD STREET	LYNWOOD DR N/MARSHALL BLVD	0.19	0	0.19	Micro Mill, Rubberized Chip Seal and Slurry II
DOGWOOD STREET	MARSHALL BLVD N/EUREKA ST	0.19	0	0.19	Micro Mill, Rubberized Chip Seal and Slurry II

Road Name	Road Limits	County Mile	City Mile	Total Miles	Scope of Work
DOGWOOD STREET	35TH ST N/FOOTHILL DR	0.22	0	0.22	Micro Mill, Rubberized Chip Seal and Slurry II
DUMBARTON AVENUE	EDGEMONT DR N .16M	0.16	0	0.16	Micro Mill, Rubberized Chip Seal and Slurry
EDGEMONT COURT	.04M W,EDGEMONT DR SE/EDGEMONT DR	0.04	0	0.04	Micro Mill, Rubberized Chip Seal and Slurry II
EDGEMONT DRIVE	DEL REY DR E/GOLDEN AVE	0.16	0	0.16	Micro Mill, Rubberized Chip Seal and Slurry II
EDGEMONT DRIVE	DOGWOOD ST E/OSBUN RD	0.11	0	0.11	Micro Mill, Rubberized Chip Seal and Slurry II
EDGEMONT DRIVE	STERLING AVE E&NE .35M	0.35	0	0.35	Micro Mill, Rubberized Chip Seal and Slurry II
EDGEMONT DRIVE	PALOMAR AVE E .16M	0.16	0	0.16	Micro Mill, Rubberized Chip Seal and Slurry II
EDGEMONT DRIVE	ARDEN AVE E/.08M E,BELVEDERE AVE	0.25	0	0.25	Micro Mill, Rubberized Chip Seal and Slurry II
ELM AVENUE	MARSHALL BLVD N/FOOTHILL DR	0.56	0	0.56	Micro Mill, Rubberized Chip Seal and Slurry II
ELMWOOD ROAD	HOLLY VISTA ST N/LYNWOOD DR	0.15	0	0.15	Micro Mill, Rubberized Chip Seal and Slurry II
ELMWOOD ROAD	LYNWOOD DR N&E/DOGWOOD ST	0.19	0	0.19	Micro Mill, Rubberized Chip Seal and Slurry II
ELMWOOD ROAD	EUREKA ST N/FOOTHILL DR	0.38	0	0.38	Micro Mill, Rubberized Chip Seal and Slurry II
ERWIN AVENUE	.04M S,GLENMARE ST N .13M	0.13	0	0.13	Micro Mill, Rubberized Chip Seal and Slurry II
EUREKA STREET	GOLDEN AVE E/.03M E,CONEJO DR	0.17	0	0.17	Micro Mill, Rubberized Chip Seal and Slurry II
F STREET	40TH ST N .14M	0.14	0	0.14	Micro Mill, Rubberized Chip Seal and Slurry II
F STREET	.14M N,40TH ST N/HILL DR	0.62	0	0.62	Micro Mill, Rubberized Chip Seal and Slurry II



Road Name	Road Limits	County Mile	City Mile	Total Miles	Scope of Work
FAIRFAX DRIVE	GLENMARE ST N .09M	0.09	0	0.09	Micro Mill, Rubberized Chip Seal and Slurry II
FERNDAL AVENUE	.02M S,36TH ST N/ECHO DR	0.31	0	0.31	Micro Mill, Rubberized Chip Seal and Slurry II
FIRST AVENUE	40TH ST N/44TH ST	0.25	0	0.25	Micro Mill, Rubberized Chip Seal and Slurry II
FORTY-SECOND PLACE	GOLDEN AVE E .07M	0.07	0	0.07	Micro Mill, Rubberized Chip Seal and Slurry II
GARDEN DRIVE	MARSHALL BLVD N/CONEJO DR	0.16	0	0.16	Micro Mill and Rubberized Chip Seal
GARDEN DRIVE	THIRTY-THIRD ST N/MODESTO DR	0.28	0	0.28	Micro Mill, Rubberized Chip Seal and Slurry II
GLENMARE STREET	ERWIN AVE E/MOUNTAIN AVE	0.1	0	0.1	Micro Mill, Rubberized Chip Seal and Slurry II
GLENMARE STREET	DUMBARTON AVE E/ARDEN AVE	0.06	0	0.06	Micro Mill, Rubberized Chip Seal and Slurry II
GLENMARE STREET	BELVEDERE AVE E .08M	0.08	0	0.08	Micro Mill, Rubberized Chip Seal and Slurry II
GOLDEN AVENUE	MARSHALL BLVD N/.03M N,34TH ST	0.36	0	0.36	Micro Mill, Rubberized Chip Seal and Slurry II
GOLDEN AVENUE	FORTIETH ST N .23M	0.23	0	0.23	Micro Mill, Rubberized Chip Seal and Slurry II
GOLDEN AVENUE	LYNWOOD DR N/MARSHALL BLVD	0.19	0	0.19	Mill and Overlay
GOLONDRINA DRIVE	MARSHALL BLVD N/FOOTHILL DR	0.56	0	0.56	Micro Mill, Rubberized Chip Seal and Slurry II
HOLLY VISTA BOULEVARD	ELMWOOD RD E/IRONWOOD ST	0.11	0	0.11	Micro Mill, Rubberized Chip Seal and Slurry II
I STREET	MELROSE DR N/48 ST	0.07	0	0.07	Micro Mill, Rubberized Chip Seal and Slurry II
IRONWOOD COURT	EDGEMONT DR N/.07M	0.07	0	0.07	Micro Mill, Rubberized Chip Seal and Slurry II
IRONWOOD STREET	LYNWOOD DR N&W/DOGWOOD ST	0.2	0	0.2	Micro Mill, Rubberized Chip Seal and Slurry II

Road Name	Road Limits	County Mile	City Mile	Total Miles	Scope of Work
IRONWOOD STREET	35TH ST N/FOOTHILL DR	0.22	0	0.22	Micro Mill, Rubberized Chip Seal and Slurry II
JOHNSON STREET	.12M N,40TH ST N/44TH STREET	0.13	0	0.13	Micro Mill, Rubberized Chip Seal and Slurry II
LORRAINE DRIVE	.05M N,40TH ST N .07M	0.07	0	0.07	Chip Seal and Slurry II
LOS FLORES DRIVE	ELMWOOD E/OSBUN	0.21	0	0.21	Micro Mill, Rubberized Chip Seal and Slurry II
LOS FLORES DRIVE	STERLING E/EDGEMONT DR	0.18	0	0.18	Micro Mill, Rubberized Chip Seal and Slurry II
MARSHALL BLVD	HARRISON E/MOUNTAIN	0.45	0	0.45	Mill and Overlay
MC KINLEY AVENUE	EDGEMONT N 0017M	0.17	0	0.17	Micro Mill, Rubberized Chip Seal and Slurry II
MELROSE DRIVE	I ST E/F ST	0.07	0	0.07	Micro Mill, Rubberized Chip Seal and Slurry II
MERITO AVENUE	LYNWOOD N/OSBUN	0.18	0	0.18	Micro Mill, Rubberized Chip Seal and Slurry II
MESA COURT	END E/ALTO DRIVE	0.12	0	0.12	Micro Mill, Rubberized Chip Seal and Slurry II
MESA VERDE AVENUE	END E/CONEJO DR	0.03	0	0.03	Micro Mill, Rubberized Chip Seal and Slurry II
MODESTO DRIVE	THIRTY-SIXTH N/ECHO DR	0.29	0	0.29	Micro Mill, Rubberized Chip Seal and Slurry II
NEWBURY AVENUE	MARSHALL N/FOOTHILL DR	0.56	0	0.56	Micro Mill, Rubberized Chip Seal and Slurry II
NEWMARK AVENUE	.05M N,40TH ST (SBO CL)N/44TH ST	0.2	0	0.2	Micro Mill, Rubberized Chip Seal and Slurry II
NORTH STREET	BONNIE E/GOLONDRINA	0.08	0	0.08	Micro Mill, Rubberized Chip Seal and Slurry II
OSBUN ROAD	LYNWOOD N/MARSHALL	0.19	0	0.19	Micro Mill, Rubberized Chip Seal and Slurry II
OSBUN ROAD	EDGEMONT N/THIRTY THIRD ST	0.12	0	0.12	Micro Mill, Rubberized Chip Seal and Slurry II

Road Name	Road Limits	County Mile	City Mile	Total Miles	Scope of Work
OSBUN ROAD	EUREKA N/FOOTHILL DRIVE	0.37	0	0.37	Micro Mill, Rubberized Chip Seal and Slurry II
PALOMAR AVENUE	MARSHALL BLVD N&NE 0020M	0.2	0	0.2	Micro Mill, Rubberized Chip Seal and Slurry II
PALOMAR COURT	PALOMAR AVE NW/END	0.04	0	0.04	Micro Mill, Rubberized Chip Seal and Slurry II
PIEDMONT STREET	BELVEDERE AVE E .08M	0.08	0	0.08	Micro Mill, Rubberized Chip Seal and Slurry II
RESERVOIR DRIVE	MAGNOLIA DR E/FOURTH ST	0.13	0	0.13	Micro Mill, Rubberized Chip Seal and Slurry II
RESERVOIR DRIVE	FOURTH E/MOUNTAIN DR	0.13	0	0.13	Micro Mill, Rubberized Chip Seal and Slurry II
SEGUNDO COURT	END E/ALTO DR	0.1	0	0.1	Micro Mill, Rubberized Chip Seal and Slurry II
STANTON AVENUE	33RD ST N/END	0.08	0	0.08	Micro Mill, Rubberized Chip Seal and Slurry II
STERLING AVENUE	MARSHALL BLVD N/FOOTHILL DR	0.55	0	0.55	Mill and Overlay
THIRTY-EIGHTH STREET	END E/CONEJO DR	0.03	0	0.03	Micro Mill, Rubberized Chip Seal and Slurry II
THIRTY-FIFTH STREET	ELMWOOD RD E/NEWBURY AVE	0.42	0	0.42	Micro Mill, Rubberized Chip Seal and Slurry II
THIRTY-FOURTH STREET	DEL REY E/GOLDEN	0.1	0	0.1	Micro Mill, Rubberized Chip Seal and Slurry II
THIRTY-FOURTH STREET	END E/CONEJO	0.04	0	0.04	Micro Mill, Rubberized Chip Seal and Slurry II
THIRTY-SEVENTH STREET	0003M W,MODESTO DR E/FERNDAL AVE	0.18	0	0.18	Micro Mill, Rubberized Chip Seal and Slurry II
THIRTY-SIXTH STREET	0003M W,MODESTO DR E/FERNDAL AVE	0.17	0	0.17	Micro Mill, Rubberized Chip Seal and Slurry II
THIRTY-THIRD STREET	HARRISON NE/CONEJO	0.33	0	0.33	Micro Mill, Rubberized Chip Seal and Slurry II
THIRTY-THIRD STREET	DOGWOOD E/OSBUN	0.11	0	0.11	Micro Mill, Rubberized Chip Seal and Slurry II

Road Name	Road Limits	County Mile	City Mile	Total Miles	Scope of Work
THIRTY-THIRD STREET	BONNIE E/GOLONDRINA	0.08	0	0.08	Micro Mill, Rubberized Chip Seal and Slurry II
THIRTY-THIRD STREET	ARDEN AVE E/BELVEDERE AVE	0.17	0	0.17	Micro Mill, Rubberized Chip Seal and Slurry II
TOLUCA DRIVE	ELMWOOD E/OSBUN	0.21	0	0.21	Micro Mill, Rubberized Chip Seal and Slurry II
TOLUCA DRIVE	ARGYLE E/EDGEMONT DR	0.13	0	0.13	Micro Mill, Rubberized Chip Seal and Slurry II
WADSWORTH AVENUE	33RD ST N/END	0.08	0	0.08	Micro Mill, Rubberized Chip Seal and Slurry II
YUCCA DRIVE	FERNDAL E/MOUNTAIN	0.09	0	0.09	Micro Mill, Rubberized Chip Seal and Slurry II
<b>Lynwood Drive Total Project Miles:</b>		<b>23.52</b>	<b>2.81</b>	<b>26.33</b>	

**EXHIBIT B**

**ESTIMATE OF PROJECT COSTS**  
**FOR SAN BERNARDINO COUNTY/CITY OF SAN BERNARDINO**  
**PAVEMENT IMPROVEMENT PROJECT**  
**IN THE SAN BERNARDINO AREA**

<b>Lynwood Drive and Other Roads</b>	<b>Amount</b>	<b>County Share</b>	<b>City Share</b>
Construction (including contingencies)	\$6,630,000	\$5,332,500	\$1,297,500
All Other Costs Such as Preliminary Engineering, Design, Environmental Clearance, Construction Engineering, etc.	\$2,210,000	\$1,777,500	\$ 432,500
<b>TOTAL</b>	<b>\$8,840,000</b>	<b>\$7,110,000</b>	<b>\$1,730,000</b>

**ANTICIPATED PROJECT MILESTONES**

<b>PROJECT</b>	<b>PHASE</b>	<b>BEGIN- Actual/(Forecast)</b>	<b>END- Actual/(Forecast)</b>
Lynwood Drive and Other Roads	Design	Winter 2022	Fall 2024
	Construction	(Spring/Summer 2025)	(Summer 2025)

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



**Contract Number**

**SAP Number**

## Public Works

<b>Department Contract Representative</b>	Jeremy Johnson, P.E., Engineering Manager
<b>Telephone Number</b>	(909) 387-8165
<b>Project</b>	Muscoy Area Rehabilitation Phase 1
<b>Contractor</b>	City of San Bernardino
<b>Contractor Representative</b>	Azzam Jabsheh, City Engineer
<b>Telephone Number</b>	(909) 384-7251
<b>Contract Term</b>	Expires April 30, 2030
<b>Original Contract Amount</b>	\$375,000
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$375,000
<b>Cost Center</b>	6650002000 H15301
<b>Grant Number (if applicable)</b>	n/a

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County (COUNTY) and the City of San Bernardino (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") desire cooperate and jointly participate in the Muscoy Area Rehabilitation – Phase I project (PROJECT) which includes adding/updating Americans with Disabilities Act (ADA) curb ramps in the San Bernardino area:

WHEREAS, the road list and the ADA curb ramps list for the PROJECT are shown on Exhibit "A", attached hereto and incorporated herein by this reference; and,

WHEREAS, the PROJECT is located in the unincorporated areas of the COUNTY and the incorporated area of the CITY; 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, and repair of its streets and roads; and,

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

WHEREAS, it is anticipated that COUNTY's share of PROJECT costs will be from COUNTY Senate Bill 1 Road Maintenance and Rehabilitation Account funds and the CITY's share of PROJECT costs will be financed through its local funds; and,

WHEREAS, the total PROJECT cost is estimated to be \$3,894,000; and,

WHEREAS, COUNTY's share of PROJECT cost is estimated to be \$3,519,000 and the CITY's share of PROJECT cost is estimated to be \$375,000, as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and,

WHEREAS, the above-described costs are proportioned based on the work to be performed in each Party's jurisdiction; 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 preliminary engineering, design, survey, construction, construction engineering, inspection, and California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 *et seq.*) of the PROJECT.
- 1.2 If required for the PROJECT, at its own cost, design and perform all right-of-way acquisition related work inside the unincorporated COUNTY jurisdiction that is determined to be necessary for the PROJECT. Right-of-way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal, and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 1.3 Provide plans and specifications and all necessary construction engineering for the PROJECT to CITY, for CITY's prior review and approval pursuant to paragraph 2.1 below.
- 1.4 Construct the PROJECT by contract in accordance with the plans and specifications provided by COUNTY, which have been reviewed and approved by CITY pursuant to paragraphs 1.3 and 2.1.
- 1.5 Arrange for relocation of all utilities which interfere with construction of the PROJECT pursuant to paragraph 1.2 above.
- 1.6 Obtain a no-cost permit from the CITY for work within the CITY's right-of-way.
- 1.7 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of California Public Contract Code applicable to counties.
- 1.8 Require COUNTY's 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. Additionally, require its contractor to name CITY as an additional insured on its insurance policies and to name the CITY as a co-obligee on the performance and payment bonds provided for the PROJECT.
- 1.9 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) business days of COUNTY's receipt of written demand from CITY for such records. This shall be included as a PROJECT cost.
- 1.10 Include compliance with any applicable requirements of CEQA, as well as completing the required CEQA documentation.
- 1.11 Pay COUNTY's proportionate share of the cost of the PROJECT. The cost of the PROJECT shall include the cost of preliminary engineering, design, construction, construction engineering, inspection, CEQA compliance, and COUNTY overhead cost for the PROJECT. COUNTY's

proportionate share of cost for the PROJECT is estimated at \$3,519,000 (approximately 90.4% of PROJECT, see Exhibit B). COUNTY shall be responsible for its share of any PROJECT cost increases pursuant to paragraph 3.7, 3.9, and 3.12 below.

- 1.12 Submit to CITY an itemized accounting of actual PROJECT costs incurred by COUNTY and a statement for CITY's proportionate share of PROJECT costs, as provided herein. Costs shall be amended following CITY and COUNTY acceptance of the final construction cost accounting. In no event shall CITY's proportionate share of cost of PROJECT exceed \$468,750 (CITY's estimated share of cost for PROJECT plus twenty-five percent (25%)) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16

## 2.0 CITY AGREES TO:

- 2.1 Review, approve, and provide comments, if necessary, for the PROJECT's plans and specifications provided by the COUNTY for PROJECT work to be performed in the CITY's jurisdiction.
- 2.2 If required for the PROJECT, at its own cost and not included in this PROJECT cost, perform all right-of-way acquisition related work within the CITY's jurisdiction that is determined to be necessary for the PROJECT. Right-of-way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 2.3 Provide a no cost permit to the COUNTY for its work in the CITY's right-of-way.
- 2.4 Provide a qualified CITY representative who has the authority to discuss and resolve PROJECT issues; and the authority to inspect PROJECT construction site upon notification by COUNTY via email and/or telephone that an inspection is required within the CITY's limits.
- 2.5 Pay CITY's proportionate share of the PROJECT cost. The PROJECT cost shall include the cost of preliminary engineering, design, construction, construction engineering, inspection, CEQA compliance and COUNTY overhead cost. CITY's proportionate share of cost for the PROJECT is estimated at \$375,000 (approximately 9.6% of PROJECT, see Exhibit B).
- 2.6 Pay to COUNTY, on a reimbursement basis, its share of PROJECT costs, including its jurisdictional share of any PROJECT cost increases pursuant to paragraphs 3.7, 3.9 and 3.12 below, within sixty (60) calendar days after receipt of an itemized statement as set forth in paragraph 1.12 of this Agreement, setting forth all actual PROJECT costs incurred by COUNTY, together with adequate documentation of said expenditures. In no event shall CITY's proportionate share of PROJECT cost exceed \$468,750 (CITY's estimated share of cost for the PROJECT plus twenty-five percent (25%)) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16.

## 3.0 IT IS MUTUALLY AGREED:

- 3.1 After CITY's and COUNTY's acceptance of completed PROJECT, the COUNTY shall be responsible for performing any maintenance for that portion of the PROJECT that is in the County Maintained Road System and within the COUNTY unincorporated area, and the CITY shall be responsible for performing any maintenance for the PROJECT that is 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 performance of its obligations under this Agreement.
- 3.3 COUNTY agrees to indemnify and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of 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 indemnification.
- 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 The Parties acknowledge that final PROJECT costs may ultimately exceed the current estimate of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.8 below) over the estimated total of PROJECT cost of \$3,894,000 (which is the sum of \$375,000 from CITY and \$3,519,000 from COUNTY), shall be borne by each Party in proportion to where the work actually lies (based on jurisdiction), as part of the Parties' respective obligations to pay the cost for the PROJECT.
- 3.8 If either CITY or COUNTY 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 all Parties, will be paid solely by the agency requesting the work.
- 3.9 In the case where one of the Parties owns a utility that needs to be relocated for the 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 PROJECT cost. In the case that a utility relocation is determined to be a PROJECT cost based on that utility having prior rights, the relocation of the utility will be included as a project cost for which the COUNTY and CITY will be responsible for funding within their jurisdictional boundaries.
- 3.10 As design progresses, if it is found by COUNTY, that a cost overrun of more than twenty-five percent (25%) of the estimated total of the PROJECT costs will occur, COUNTY shall provide CITY notice of this fact and COUNTY and CITY shall endeavor to agree upon an alternative course of action, including amending the amounts and Exhibit B with the revised cost estimates. If, after thirty (30) days of COUNTY notice, an alternative course of action is not mutually agreed upon in writing between the Parties, this Agreement shall be deemed to be terminated by mutual consent.
- 3.11 COUNTY shall notify CITY of the bids received and the amounts thereof. If either Party intends to cancel this Agreement based upon the bids or amount thereof, said Party shall notify the other Party as a reasonable time prior to the awarding of a contract to construct the PROJECT to avoid any detrimental reliance by either Party, contractor, or potential contractor.
- 3.12 If after opening bids for the PROJECT, it is found that the responsive and responsible low bid amount is twenty-five percent (25%) or less over the construction cost shown in Exhibit B, COUNTY may award the contract.
- 3.13 If, upon opening of bids, it is found that the responsive and responsible low bid amount is over twenty-five percent (25%) more than the construction cost shown in Exhibit B, COUNTY shall not award the contract unless: 1) COUNTY receives written permission from the CITY's Director of Public Works or his designee, to proceed with the award; and 2) COUNTY's Board of Supervisors approves the award of the construction contract. If the above-described conditions are not met, the COUNTY and CITY shall endeavor to agree upon an alternative course of action, including re-bidding of the PROJECT. If, after thirty (30) days of the bid opening, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.
- 3.14 Contract Change Orders forms will be delivered by fax or email, must be approved and signed by CITY, and returned within two (2) business 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.
- 3.15 This Agreement may be cancelled upon thirty (30) calendar 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. In the event of cancellation as provided herein, including

termination pursuant to this paragraph 3.15 or paragraphs 3.10 or 3.13 above, all PROJECT costs required to be paid by the Parties prior to the effective date of cancellation shall be paid by the Parties in the same proportion to their contribution for 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 or after CEQA review/approval.

- 3.16 Except as provided in Paragraph 3.15, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive Agreement termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for its share of the PROJECT costs. The PROJECT shall be deemed complete upon both PARTIES recording a Notice of Completion with any and all appropriate jurisdictions.
- 3.17 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.
- 3.18 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.
- 3.19 Time is of the essence for each and every provision of this Agreement.
- 3.20 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 workdays. 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.
- 3.21 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.
- 3.22 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.
- 3.23 This Agreement may be signed in counterparts, each of which shall constitute an original. The Parties shall be entitled to sign and transmit an electronic signature of the Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.
- 3.24 All notices, approvals, consents, or other documents required or permitted under the 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, and addressed as follows:

City of San Bernardino  
Public Works Department  
290 North D Street  
San Bernardino, CA 92401

San Bernardino County Public Works  
Attn: Transportation Division  
825 E. Third Street, Rm 143  
San Bernardino, CA 92415-0835

- 3.25 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 3.16, or April 30, 2030 (whichever occurs first).
- 3.26 The Recitals are true and correct and incorporated into the body of this Agreement.

SIGNATURE ON THE FOLLOWING PAGE

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 \_\_\_\_\_  
Deputy

CITY OF SAN BERNARDINO

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address 290 North D Street  
San Bernardino, CA 92401

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Aaron Gest, Deputy County Counsel	► Andy Silao, P.E., Engineering Manager	► Noel Castillo, Director
Date _____	Date _____	Date _____

## **EXHIBIT A**

### **FOR SAN BERNARDINO COUNTY/CITY OF SAN BERNARDINO PAVEMENT REHABILITATION AND ADA CURB RAMP UPDATE PROJECT IN THE SAN BERNARDINO AREA**

#### **Muscoy Area Rehabilitation (Phase 1) - Road List**

<b>Road Name</b>	<b>Road Limits</b>	<b>County Mile</b>	<b>City Mile</b>	<b>Total Miles</b>	<b>Scope of Work</b>
<b>City of San Bernardino-County Shared Roads</b>					
JUNE PLACE	SAN BENITO ST E/JUNE ST	0.03	0.04	0.07	Leveling Course, Chip Seal, and Slurry II
PORTER STREET	MACY ST E/CALIFORNIA ST	0.49	0.03	0.52	Patch, Leveling Course, Chip Seal, and Slurry II
ADAMS STREET	MACY ST E/CALIFORNIA ST	0.46	0.04	0.5	Patch, Leveling Course, Chip Seal, and Slurry II
JUNE STREET	JUNE PL NE/CAJON BLVD	0.05	0.06	0.11	Leveling Course, Chip Seal, and Slurry II
CALIFORNIA STREET	.10M S,DARBY N/CAJON BLVD	0.26	0.25	0.51	Leveling Course, Chip Seal, and Slurry II
CALIFORNIA STREET	HIGHLAND AVE (SH30)N/PORTER ST	0.19	0.18	0.37	Mill and Overlay
STATE STREET	HIGHLAND AVE N/NOLAN ST	1.20	0.03	1.23	Mill and Overlay
MACY STREET	ADAMS ST (E LEG) N/OGDEN ST	1.36	0.02	1.38	Mill and Overlay
<b>County Only Road</b>					
UNIVERSITY PARKWAY	SHORT ST N/0.27	0.27	0	0.27	Mill and Overlay

**Muscoy Area Total Project Miles:                    4.31                    0.65                    4.96**

#### **ADA Curb Ramp List – County Jurisdiction only**

<b>Ramp Location</b>	<b>Cross Street</b>	<b>Ramp Location</b>
CALIFORNIA STREET	ADAMS STREET	SW
STATE STREET	HIGHLAND AVENUE	NE
STATE STREET	ADAMS STREET	SW
STATE STREET	ADAMS STREET	SE

**EXHIBIT B**

**ESTIMATE OF PROJECT COSTS**  
**FOR SAN BERNARDINO COUNTY/CITY OF SAN BERNARDINO**  
**PAVEMENT REHABILITATION AND ADA CURB RAMP UPDATE PROJECT**  
**IN THE SAN BERNARDINO AREA**

<b>Muscoy Area Rehabilitation – Phase I</b>	<b>Amount</b>	<b>County Share</b>	<b>City Share</b>
Construction (including contingencies)	\$3,113,000	\$2,813,000	\$300,000
All Other Costs Such as Preliminary Engineering, Design, Environmental Clearance, Construction Engineering, etc.	\$ 781,000	\$ 706,000	\$ 75,000
<b>Total</b>	<b>\$3,894,000</b>	<b>\$3,519,000</b>	<b>\$375,000</b>

**ANTICIPATED PROJECT MILESTONES**

<b>PROJECT</b>	<b>PHASE</b>	<b>BEGIN- Actual/(Forecast)</b>	<b>END- Actual/(Forecast)</b>
Muscoy Area Rehabilitation - Phase I	Design	Summer 2026	(Fall 2026)
	Construction	(Winter 2026)	(Spring 2027)