



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept. CIP	A	Contract Number 06-1123
County Department Architecture & Engineering		Dept. CIP	Orgn. 4560	Contractor's License No.	
County Department Contract Representative Carl R. Alban		Telephone 909-387-5000		Total Contract Amount \$423,034	
☐ Revenue ☒ Encumbered ☐ Unencumbered ☐ Other: Contract Type					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
Fund CJV	Dept. CIP	Organization 4560	Appr. 430	Obj/Rev Source 4030	GRC/PROJ/JOB No. Amount \$423.034
Project Name Sewer Installation Wabash Ave. to Opal Ave. Mentone			Estimated Payment Total by Fiscal Year		
			FY 07	Amount \$423,034	I/D 1

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

Name

City of Redlands

Address

35 Cajon Street

hereinafter called CITY

Redlands, CA 92373

Telephone

(909) 798-7698

Federal ID No. or Social Security No.
95-6000766

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, the COUNTY OF SAN BERNARDINO (hereinafter referred to as COUNTY) and the CITY OF REDLANDS (hereinafter referred to as CITY) desire to cooperate and jointly participate in a project to install 1,550 feet of sewer main on Mentone Boulevard, from Wabash Avenue east to Opal Avenue, in Mentone (hereinafter referred to as PROJECT); and

WHEREAS, the PROJECT is wholly within the unincorporated area of the COUNTY, and within the sphere of influence of the CITY. The CITY provides sewer service to this unincorporated area of the COUNTY, and will be of mutual benefit to the COUNTY and CITY; and

WHEREAS, the total PROJECT cost with 10% contingency is estimated to be \$787,704. COUNTY's share of the estimated cost is \$423,034 and CITY's share of the estimated cost is \$364,670 as set forth in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, it is anticipated that the funding for the COUNTY's share of the PROJECT cost will be from COUNTY funds, held by the Architecture & Engineering Department, for the Mentone Senior Center/Library project; and

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

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NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 CITY AGREES TO:

- 1.1 CITY will pay \$364,670 of the estimated PROJECT cost.
- 1.2 CITY will act as the Lead Agency in the design and construction of the PROJECT.
- 1.3 CITY will construct the PROJECT by contract in accordance with the plans and specifications of CITY.
- 1.4 Construction by CITY of improvements referred to herein which lie within the unincorporated area of COUNTY shall be coordinated and have the necessary permits/approvals from Caltrans.
- 1.5 CITY will advertise, award, administer, and fund the construction of the PROJECT, in accordance with the California Public Contract Code.
- 1.6 CITY will provide adequate inspection of all items of work performed under the construction contract(s) with CITY's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by COUNTY. CITY shall provide copies of any records of inspection to COUNTY within ten (10) days of CITY's receipt of written demand from COUNTY for such records.
- 1.7 PROJECT costs shall include the cost of design, construction, control survey, soils testing, inspection, construction project contingency, and traffic control.
- 1.8 CITY will submit to COUNTY an itemized accounting of actual PROJECT costs incurred by CITY.
- 1.9 CITY will complete any applicable NEPA and CEQA requirements.
- 1.10 After CITY's and COUNTY's acceptance of the construction contract work, CITY shall operate and maintain those portions of the PROJECT within the unincorporated area of CITY, in accordance with CITY regulations, policies and procedures.
- 1.11 CITY shall reimburse COUNTY for applicable amounts from the CITY's collection of "frontage charges". COUNTY's eligibility for the frontage charge will be handled in accordance with the City of Redlands' Municipal Code Chapter 13.44.

2.0 COUNTY AGREES TO:

- 2.1 COUNTY will pay to the CITY, within 10 days of awarding the construction contract, \$423,034.

3.0 IT IS MUTUALLY AGREED:

- 3.1 COUNTY agrees to indemnify and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of COUNTY, its officers, employees, agents or volunteers in connection with COUNTY's performance of its obligations under this Agreement.
- 3.2 CITY agrees to indemnify and hold harmless the COUNTY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of CITY, its officers, employees, agents or volunteers in connection with CITY's performance of its obligations under this Agreement.
- 3.3 In the event that a claim or suit is brought against COUNTY and/or CITY, CITY will initially defend the involved parties, with COUNTY waiving potential conflict, until such time that the liability situation is defined.
- 3.4 In the event the COUNTY and/or the CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault. Furthermore, if the COUNTY or CITY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the COUNTY and CITY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 3.5 COUNTY and CITY are self-insured public entities for purposes of Professional Liability, General Liability, and Workers' Compensation. COUNTY and CITY warrant that through their programs of self-insurance, they have adequate Professional Liability, General Liability and Workers' Compensation to provide coverage for liabilities arising out of COUNTY and CITY's performance of this agreement.

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- 3.6 The parties acknowledge that final PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs resulting from change orders shall be borne by one or both parties and shall be determined by the location and beneficiary of the work, as set forth in Exhibit B of this agreement.
- 3.7 If either CITY or COUNTY request additional work that is beyond the scope of the original PROJECT, said work will be paid solely by the agency requesting the work at the construction contract unit costs or negotiated costs.
- 3.8 This Agreement may be cancelled upon thirty (30) days written notice of either party, provided however, that neither party may cancel this Agreement after CITY lets a contract to construct the PROJECT. In the event of cancellation as provided herein, 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 proportion provided herein.
- 3.9 Except with respect to the parties' operation, maintenance and indemnification, and reimbursement obligations contained herein, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by COUNTY for its share of the PROJECT.
- 3.10 This Agreement contains the entire agreement of the parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing signed by both parties.
- 3.11 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 prosecuted in the appropriate state court in the County of San Bernardino, California.
- 3.12 Time is of the essence for each and every provision of this Agreement.
- 3.13 Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.14 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 3.15 No waiver of any default shall constitute a waiver of any other default or brief, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- 3.16 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 3.17 This Agreement may be signed in counterparts, each of which shall constitute an original.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both parties.

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COUNTY OF SAN BERNARDINO

By *Bill Postmus*
BILL POSTMUS, Chairman, Board of Supervisors

Dated: NOV 21 2006

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

Clerk of the Board of Supervisors of the County of San Bernardino.

By *Debra J. Miller*

CITY OF REDLANDS

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

By *Jon Harrison*
(Authorized signature - sign in blue ink)

Name Jon Harrison Lorrie Boyzer
(Print or type name of person signing contract)

Title Mayor City Clerk
(Print or Type)

Dated: November 21, 2006

Address 35 Cajon Street
Redlands, CA 92373

Approved as to Legal Form

By *J. Coleman*
County Counsel

Date 11-15-06

Reviewed by Contract Compliance

By *Charles K. Smith*

Date 11-15-06

Presented to BOS for Signature

By *Carl R. Alban*
Department Head CARL R. ALBAN

Date 11-15-06

ITEM 9 06-1123

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**MENTONE BOULEVARD SEWER PIPELINE INSTALLATION PROJECT
MUNICIPAL UTILITIES, CITY OF REDLANDS
ESTIMATED PROJECT COSTS**

CONSTRUCTION COSTS:

Item	Description	Unit	Qty	Unit Cost	Apparent Lowest Bid Total	City	County	Notes
1	Location Mobilization	LS	1	\$20,000	\$20,000	\$7,255	\$12,745	(a)
2	Location Demobilization	LS	1	\$4,500	\$4,500	\$1,632	\$2,868	(a)
3	8-inch PVC SDR 35 (Mentone)	LF	1532	\$123	\$188,436	\$0	\$188,436	
4	Connect to Existing MH	EA	1	\$3,100	\$3,100	\$0	\$3,100	
5	8-inch PVC SDR 35 (Side St)	LF	360	\$130	\$46,800	\$46,800	\$0	
6	Construct Lateral	EA	31	\$3,500	\$108,500	\$105,000	\$3,500	
7	Construct MH	EA	5	\$5,500	\$27,500	\$0	\$27,500	
8	Trench Protection	LS	1	\$9,000	\$9,000	\$3,265	\$5,735	(a)
9	Trench Pavement Replacement	LF	1920	\$28	\$53,760	\$10,229	\$43,531	(b)
10	Traffic Control	LS	1	\$102,000	\$102,000	\$37,002	\$64,998	(a)
11	16" Steel Casing	LF	33	\$350	\$11,550	\$0	\$11,550	
12	Perform Survey Monument Restoration	LS	1	\$7,000	\$7,000	\$0	\$7,000	
				Total	\$582,146	\$211,184	\$370,962	

Total

ADMINISTRATIVE COSTS:

Subtotal

CONTINGENCY:

10% Project Contingency

DESIGN COSTS:

ESTIMATED PROJECT TOTAL

\$20,767	\$7,152	\$13,615	(c)
\$602,913	\$218,336	\$384,577	
\$60,291	\$21,834	\$38,458	(d)(e)
\$124,500	\$124,500	\$0	(f)
\$787,704	\$364,670	\$423,034	

Notes: (a) Allocation of costs for this item are based on the allocation of costs for bid items 3, 4, 5, 6, 7, 9, 11, and 12.

(b) Allocation of costs for this item are based on the allocation of costs for bid items 3 and 5.

(c) Administrative costs include construction inspections, soil testing, and construction staking.

(d) 10% project contingency costs apply to construction costs and administrative costs.

(e) Contingency costs are estimated only. Actual allocation of contingency costs will be based on applicability of the work. Remaining balance is subject for refund.

(f) The project was designed by the City to extend the sewer 5,150 feet from Wabash to Crafton, including sewer laterals to property lines. The County will benefit from a portion of this design for the 1,550 feet of sewer main that they are required to construct to sewer their development.

EXHIBIT B

CONTRACT CHANGE ORDER REVIEW/APPROVAL PROJECT: SEWER LINE INSTALLATION

SAN BERNARDINO COUNTY CONTRACT

File:

Proposed Contract Change Order No. _____ has been reviewed in accordance with the existing agreements with the City of Redlands and County of San Bernardino for the above project and the following shall apply:

DATE OF CITY OF REDLANDS ACTION: ____/____/____

- ☐ APPROVED for Implementation with 100% Participation by CITY OF REDLANDS
- ☐ APPROVED Subject to Comments/Revisions Accompanying This Document
- ☐ APPROVED With Limited Funding Participation by CITY OF REDLANDS
☐ _____% of Actual Cost to be Funded by CITY OF REDLANDS
☐ CITY OF REDLANDS Participation Not to Exceed \$ _____
- ☐ DISAPPROVED -Not Acceptable to CITY OF REDLANDS

DATE OF COUNTY OF SAN BERNARDINO ACTION: ____/____/____

- ☐ APPROVED for Implementation with 100% Participation by COUNTY OF SAN BERNARDINO
- ☐ APPROVED Subject to Comments/Revisions Accompanying This Document
- ☐ APPROVED With Limited Funding Participation by COUNTY OF SAN BERNARDINO
☐ _____% of Actual Cost to be Funded by COUNTY OF SAN BERNARDINO
☐ COUNTY OF SAN BERNARDINO Participation Not to Exceed \$ _____
- ☐ DISAPPROVED -Not Acceptable to COUNTY OF SAN BERNARDINO

Note: Approval under any of the above conditions shall in no case be construed as agreement to increase the total financial participation beyond that prescribed in the existing COUNTY OF SAN BERNARDINO and CITY OF SAN BERNARDINO agreements without separate amendment to said agreements. Net increases in costs deriving from this and previously approved Contract Change Orders shall not cause the total construction costs to exceed the sum of the authorized contract total and contingency amounts.

Comments, as follows and/or attached, are conditions of the above action? ☐ YES ☐ NO

CITY OF REDLANDS SIGNATURE: _____ COUNTY OF SAN BERNARDINO SIGNATURE: _____
CITY OF SAN BERNARDINO TITLE: _____ COUNTY OF SAN BERNARDINO TITLE: _____

Distribution:

Signed Original Returned to CITY of REDLANDS (FAX #909-798-7670) and County of San Bernardino A&E Dept. (FAX # 909-387-5050)

Signed Original for CITY OF REDLANDS and COUNTY OF SAN BERNARDINO Files