

SANBAG Contract No. 01-033

by and between

San Bernardino Associated Governments

and

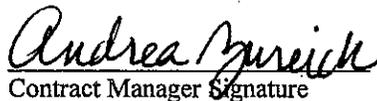
San Bernardino County

for

Needles Highway Right-of-Way, Design, and Rehabilitation

FOR ACCOUNTING PURPOSES ONLY			
Payable		Receivable	Vendor Contract No:
Task No.		Cost Code: N/A	
Contract/Amendment Amt: N/A		Total Contract Amt: N/A	
Funding Sources:		Amounts:	
1	N/A	\$N/A	
2		\$	
3		\$	
4		\$	
Contract Approval Date: November 1, 2000		Effective Date: November 1, 2000	
Contract Ending Date: June 30, 2005			
If this is a multi-year contract, please allocate costs among fiscal years:			
Fiscal Year:		Fiscal Year:	Fiscal Year:
Is this consistent with the adopted budget? N/A		If 1099 required enter Fed ID/SSN:	
If no, is the budget amendment attached?			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
X	Intergovernmental	Private	Non-Local
	Private	Local	Partly Local
	DBE/WBE/DVBE %	Other:	
Task Manager: Ty Schuiling		Contract Manager: Andrea Zureick	


Task Manager Signature


Contract Manager Signature


Chief Financial Officer Signature

SANBAG CONTRACT NO: 01-033

by and between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

SAN BERNARDINO COUNTY

for

Needles Highway Right-of-Way, Design, and Rehabilitation

THIS CONTRACT ("Contract") is made and entered into the 1st day of November 2000 by and between the San Bernardino Associated Governments, hereinafter referred to as "SANBAG", and San Bernardino County, hereinafter referred to as "RECIPIENT".

RECITALS

WHEREAS, RECIPIENT is a legal entity eligible to receive Federal Transportation Equity Act for the 21st Century ("TEA-21")/Surface Transportation Program ("STP") funding; and

WHEREAS, RECIPIENT has been awarded STP funds provided through the TEA-21 in an amount not to exceed \$2,478,840 for the purpose of Needles Highway Right-of-Way, Design, and Rehabilitation, hereinafter referred to as "PROJECT";

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. General Scope of Contract. RECIPIENT shall implement the PROJECT, as more particularly defined in Exhibit "A", Scope of Work, in accordance with the Budget, and Milestones and Reporting Schedule as expressly defined in Exhibits "B", and "C", respectively, attached hereto and explicitly incorporated into this Contract.

2. Term. The term of this Contract shall be from the date of execution by both parties until PROJECT completion, including submission of all required reports, unless earlier terminated by SANBAG.

3. Compliance with Federal, State, and Local Requirements. RECIPIENT shall comply with all Title 23 United States Code requirements, the Uniform Relocation Act, all federal, state, and local environmental laws, Caltrans administrative guidelines, and all SANBAG requirements applicable to the PROJECT.

4. Inclusion in Regional Transportation Improvement Program ("RTIP"). RECIPIENT shall submit, in a timely manner, an application to SANBAG seeking inclusion of PROJECT in a subsequent update of the RTIP.

5. Coordination with State and Federal Agencies. RECIPIENT shall interface directly with Caltrans, the Federal Highway Administration ("FHWA"), and Federal Transit Agency ("FTA"), as applicable, relative to PROJECT application, submission, processing, and reporting. All correspondence between RECIPIENT and Caltrans, FHWA, and FTA will be copied to SANBAG.

6. Quarterly Reporting. RECIPIENT shall submit, on a quarterly basis, reports that document the status of PROJECT's implementation progress, including task completion status, budget status, and adherence to PROJECT milestones (form provided in Exhibit "D"). The first report shall be submitted to SANBAG within three (3) months of the execution date of this Contract. All subsequent quarterly reports shall be submitted in accordance with the reporting schedule as specified in Exhibit "C", Milestones and Reporting Schedule.

7. Revocation of STP Funding. RECIPIENT acknowledges that failure to comply with any material provision of this Contract (such failure to comply is hereinafter called a "Default"), including failure to adhere to specified PROJECT milestones of Exhibit "C" Milestones and Reporting, and including but not limited to RTIP submission, Caltrans/FTA application, and obligation of PROJECT funds, may, in the sole but reasonable discretion of SANBAG, result in revocation of STP funding for the PROJECT by SANBAG. In the event SANBAG's Director of Planning and Programming determines that RECIPIENT has committed a Default by failing to comply with a material provision of this Contract, SANBAG will notify RECIPIENT in writing of the Default. RECIPIENT shall have thirty days (unless a shorter time is reasonably determined by SANBAG's Director of Planning and Programming to be required under the circumstances) from the date of SANBAG's letter of notification of Default to cure the Default or to dispute the Default under the provisions of Paragraph 23, Disputes. In the event RECIPIENT fails to cure the Default within the time allowed or if the RECIPIENT's dispute is not resolved in the RECIPIENT's favor, SANBAG's Director of Planning and Programming may revoke the STP funding for the PROJECT and terminate this Contract by written notice to the RECIPIENT. If the Default is a failure to adhere to one or more specified milestones of Exhibit "C", Milestones and Reports, the RECIPIENT may request an amendment to this Contract which specifies a revised schedule for attaining the milestone(s). The request for amendment to the Contract must provide complete justification for the proposed schedule revision. If such an amendment is approved by the SANBAG Board of Directors, such amendment shall cure the Default. **Any STP funds which may become available as a result of revocation of such funding and termination of this Contract due to RECIPIENT's failure to timely cure a Default, may not be utilized by the RECIPIENT in any manner, but will be reallocated by the SANBAG Board through consideration of other unfunded applications, recompetition, or policy review of other priority projects/programs.**

8. Standard of Care; Licenses. RECIPIENT shall perform the work required to complete the PROJECT under this Contract with all due diligence and in a skillful and competent manner. RECIPIENT shall be responsible to SANBAG for any errors or omissions in its execution of this Contract. RECIPIENT represents and warrants to SANBAG that it and/or its contractors has or will have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work required to complete the PROJECT. RECIPIENT further

represents and warrants that it and/or its contractors shall keep in effect all such licenses, permits, and other approvals during the term of this Contract.

9. Records. RECIPIENT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to the PROJECT, files, accounts, reports, cost proposals with backup data, and all other material relating to the PROJECT. RECIPIENT shall, upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to RECIPIENT, for auditing, inspection, and copying. Any subcontract, entered into as a result of this Contract, shall contain all of the provisions of this paragraph.

10. Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph 11, Indemnification.

11. Indemnification. RECIPIENT shall defend with counsel reasonably approved by SANBAG, indemnify and hold SANBAG, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of RECIPIENT arising out of or in connection with RECIPIENT's performance of this Contract and/or the PROJECT.

12. Insurance. RECIPIENT shall obtain and shall require its subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to SANBAG. RECIPIENT may meet the requirements of this paragraph through a program of legal self insurance.

A. Commercial General Liability Insurance. RECIPIENT shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

(1) Name SANBAG its officials, officers, employees, agents, and consultants, as insureds with respect to performance of this Contract and/or the PROJECT. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.

(2) Be primary with respect to any insurance or self insurance programs covering SANBAG, its officials, officers, employees, agents, and consultants.

(3) Contain standard separation of insureds provisions.

B. Business Automobile Liability Insurance. RECIPIENT shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. RECIPIENT shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.

D. Certificates/Insurer Rating/Cancellation Notice.

(1) RECIPIENT shall, prior to commencement of the Project, furnish to SANBAG properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by SANBAG, which shall clearly evidence all insurance required in this Section. RECIPIENT shall not allow such insurance to be canceled, allowed to expire or be materially reduced in coverage except on 30 days' prior to written notice to SANBAG.

(2) RECIPIENT shall maintain such insurance from the time the Contract commences until the PROJECT is completed, except as may be otherwise required by this Section.

(3) RECIPIENT shall place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

(4) RECIPIENT shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the PROJECT.

13. Delivery of Notices. All notices permitted or required under this Contract shall be given to the respective parties in writing at the following address, or at such other address as the respective parties may provide in writing for this purpose:

RECIPIENT: County of San Bernardino
825 East Third Street
San Bernardino, California 92415

SANBAG: San Bernardino Associated Governments
472 North Arrowhead Avenue
San Bernardino, California 92401-1421

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

14. Entire Agreement. This Contract contains the entire Contract of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing approved by SANBAG's Board of Directors and signed by both parties.

15. Governing Law and Venue. The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County,

California. Therefore, the law of the State of California, without regard to any conflicts of law provisions, shall govern any action or claim arising out of this Contract. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

16. Time of Essence. Time is of the essence for each and every provision of this Agreement

17. Jury Trial Waiver. RECIPIENT and SANBAG hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either RECIPIENT against SANBAG or SANBAG against RECIPIENT on any matter whatsoever arising out of, or in any way connected with, this Contract, the PROJECT, the relationship of RECIPIENT and SANBAG, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect, regardless of whether such action or proceeding concerns any contract or tort or other claim. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO EACH OF THEM TO ENTER INTO THIS CONTRACT AND THAT THEY WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THIS JURY TRIAL WAIVER. THE PARTIES FURTHER AGREE THAT EACH OF THEM HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS OWN CHOOSING IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

18. Successors and Assigns. This Contract shall be binding on the successors and assigns of the parties, but may not be assigned by RECIPIENT.

19. Prohibited Interests.

A. Solicitation. RECIPIENT warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for RECIPIENT, to solicit or secure this Contract. Further, RECIPIENT warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for RECIPIENT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, SANBAG shall have the right to rescind this Contract without liability.

B. Conflict of Interest. For the term of this Contract, no member, officer or employee of RECIPIENT, during the term of his or her service with RECIPIENT, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. RECIPIENT covenants that at present time it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performance of the Contract or the PROJECT required hereunder.

20. Equal Opportunity Employment. RECIPIENT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

21. Y2K Compliant. RECIPIENT hereby warrants and represents that all products, equipment, hardware, software, electronic components, and systems (individually and collectively referred to herein as Equipment) being used by RECIPIENT or its contractors hereunder or in the PROJECT, shall be "Year 2000 Compliant." As used herein, the term "Year 2000 Compliant" shall mean that the Equipment will continue to perform the same functions and provide the same level of accurate information and calculations during the years 1999, 2000, and thereafter as it did prior thereto. In that regard, RECIPIENT warrants and represents that the functionality of the Equipment and the PROJECT, will not be adversely affected by the fact that such information and/or calculations may be provided. The RECIPIENT may be required to describe or demonstrate the procedures used to verify compliance.

22. Consent. Whenever consent or approval of any party is required under this Contract, that party shall not unreasonably withhold nor delay such consent or approval.

23. Disputes. In the event any dispute arises between the parties hereto under or in connection with this Contract, the dispute shall be decided by the Director of Planning and Programming of SANBAG or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a detailed statement of the grounds of the dispute and why the dispute should be resolved in RECIPIENT's favor. If RECIPIENT does not agree with the decision, then RECIPIENT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to RECIPIENT, then such appeal shall be decided by a court of competent jurisdiction. During resolution of the dispute, RECIPIENT shall proceed with the performance of this Contract to the extent practicable.

24. Exhibits. All exhibits referred to herein are attached hereto and by this reference are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the date first hereinabove written.

SAN BERNARDINO ASSOCIATED GOVERNMENTS:

By: *Dennis Hansberger*
Dennis Hansberger, President

SAN BERNARDINO COUNTY:

By: *Fred Aguiar*
~~Jon D. Mikeis~~ Fred Aguiar JAN 23 2001
Chairman, Board of Supervisors

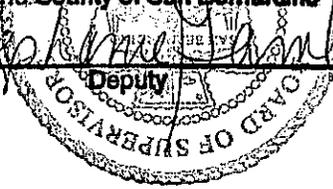
REVIEWED AND RECOMMENDED FOR APPROVAL:

By: *Norman R. King*
Norman R. King, Executive Director

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
J. RENEÉ BASTIAN
Interim Clerk of the Board of Supervisors of the County of San Bernardino

APPROVED AS TO LEGAL FORM:

By: *Rex A. Hinesley*
Rex A. Hinesley, SANBAG Counsel

By: *Alphonse...*
Deputy


CONTRACT ATTACHMENTS:

Exhibit "A": STP Project Scope of Work

Exhibit "B": STP Project Budget

Exhibit "C": STP Project Milestone & Reporting Schedule

Exhibit "D": Project Status Report Form

EXHIBIT A

STP Project Scope of Work

EXHIBIT A: PROPOSER AND PROJECT INFORMATION

(Return this page as part of your STP proposal)

Please provide the following proposer information in the space provided.

Lead Agency: County of San Bernardino, Public Works Department

Address: 825 East Third Street
San Bernardino, CA 92415-0835

Contact Person: Peter H. Wulfman, P.E.

Title: Chief, Transportation Program Management

Telephone Number: (909) 387 - 8166 Fax #: (909) 387-8130

E-Mail Address: pwulfman @ psg.co.san-bernardino.ca.us.

If Joint Proposal or Public/Private Partnership, Include Partner(s) Agency Name, Contact Person, and Telephone Number:

City of Needles: Jeff Woods-Associate City Engineer/Traffic Engineer (760) 326-5700

Project Name: Needles Highway: Right-of-Way Acquisition, Roadway Engineering Design and Pavement Rehabilitation at Various Locations.

Brief Project Description (single paragraph summary): The proposal is for a joint project between the County of San Bernardino and the City of Needles.

The proposed project is to improve Needles Highway from 0.25 miles south of Interstate 40 north to the Nevada State line. The project will improve the pavement and thereby reduce accidents caused by inferior pavement section and differential traffic congestion. The engineering will include environmental clearance, surveying, horizontal and vertical alignment changes including possibly bypassing a section of roadway with a separate alignment, pavement widening, passing lanes, left turn pockets as needed, shoulder widening and pavement rehabilitation at various locations. Right-of-way will be acquired to achieve the engineered design. This project provides matching funds to achieve a comprehensive multi-agency improvement. Agencies working on appropriating funding for the comprehensive project include the Nevada Department of Transportation (\$7M), Clark County, Nevada, (\$7M) and the Bureau of Indian Affairs (BIA), (\$1.5M). The Fort Mojave Indian Tribe will contribute Right-of-Way estimated at \$700,000 value. The comprehensive project is the complete reconstruction of Needles Highway from Needles, CA to Laughlin, Nevada.

STP Funds Requested: \$ 2,478,840 (88.53%)

Local Match Amount: \$ 321,160 (11.47%)

Total Project Cost: \$ 2,800,000 (100%)

Source(s) of Local Match: County of San Bernardino+ \$(11.47%)
City of Needles
County Gas Tax Funds+

City of Needles contribution \$321,160
EXHIBIT A: PROPOSER AND PROJECT INFORMATION
PROJECT DESCRIPTION/SCOPE OF WORK - PART 1

(Return this page as part of your STP proposal)

- B Please provide a detailed Project Description and Scope of Work. Include the following elements, at a minimum: a) Project Goals and Objectives; b) Scope of Work, including all proposed Project Tasks related to project design, development, and implementation; and c) Project End Products. *Please attach extra sheets if necessary.*

Rationale: Current Conditions:

Needles Highway is a heavily travelled road with differential traffic, and is the primary access road for the Mojave Indian Reservation, north of the City of Needles. Needles Highway provides a direct link between I-40 and Aha McCav Parkway and further to other communities in Nevada. Moreover, Needles Highway serves as an alternate route to US Highway 95 and Nevada State Route 163. The average daily traffic count (ADT) varies between 3,000 and 6,000 vehicles (Needles Highway Feasibility Study, June 2000, page 12). These traffic numbers do not include special event traffic that occurs at least one weekend a month and doubles the daily traffic count. The overall traffic count is significantly, 25 percent below ADT figures obtained in the early 1990's and it is postulated that the deteriorating condition of the pavement is a primary cause for the reduction in traffic (Needles Highway Feasibility Study, June 2000, page 6).

Between Needles City Limit, north to the Nevada State Line, the existing two lane road is narrow (average pavement width 22' with dirt shoulders ranging from two to eight feet) with significant constraints of vertical alignment and horizontal curves providing few opportunities for vehicles to pass safely. Indeed, between the City of Needles and the Nevada State Line, over 90 percent of the road is striped and signed for no passing. Additionally, the existing road follows the topography and has many drainage crossing points with few culverts or other methods of directing storm flows from the road surface. The road is subject to inundation, run-off and silting. Most storm-water flows deposit debris on the road surface and more severe storms erode pavement. The storm flows and related debris creates many safety problems for traffic on the road and also creates maintenance delays. Summer storms can be intense and the road is periodically closed for safety reasons. The very narrow road with blind curves and vertical line of sight constraints has had many traffic accidents; over one hundred accidents have been recorded in the past ten years.

Project Goals and Objectives:

The principal objective is to acquire appropriate right-of-way, complete engineering design plans, correct several major vertical and horizontal curves and rehabilitate significant sections of the existing pavement for Needles Highway, thereby relieving traffic congestion and improving traffic safety.

To achieve this objective, the following factors need to be considered.

1. **The roadway has a very poor service level.**

Due to the large number of RV and Tour buses in the traffic stream, the single, narrow north and south bound lanes between Interstate 40 and Aha McCav Parkway often have long traffic queues, as there are no safe passing areas for many miles. As the traffic volume increases, especially in the summer months, accidents related to narrow roads and driver impatience increase. There have been over a hundred

accidents recorded in the past ten years. Delays, due to traffic congestion created by existing conditions, will only increase with the further deterioration of the pavement.

2. **Drainage Issues.**

This alignment is within the historic Colorado flood plain. Although upstream dams have reduced the threat of flooding, the area is low and flat and will collect stormwaters. Drainage structures will need to be incorporated into the design to allow waters to pass under the roadway. This means that the designed roadway will need to be raised several feet above the native topography. An existing berm directs floodwaters that cross the existing alignment of Needles Highway south to Piute Wash. This berm will need to be extended further south. Possibly an additional drainage channel might need to be constructed to transport floodwaters to the Colorado River. Again, having fewer traffic safety issues created by road inundation and storm flow deposits or maintenance work traffic closures and delays will mitigate the additional cost of drainage improvements.

3. **Environmental Issues**

Several environmental issues will impact the proposal for Needles Highway. These issues will need to be taken into consideration for acquisition, design and ultimately, construction, in terms of potential additional cost and time delays.

Permits will be required for Stream Alteration from California Department of Fish and Game, U.S. Corps of Engineers and Certificate/Exemption from the Regional Water Quality Control Board.

The area is within a mapped Desert Tortoise Habitat.

Although there are many environmental impacts, there appears to be no environmental issues that cannot be addressed through routine environmental mitigation.

The project objectives will be achieved by the acquisition of right of way and the proposed design engineering plans for the multi-agency comprehensive improvement project providing the basis for the future construction so Needles Highway traffic will be able to travel more safely and efficiently. The rehabilitation of the roadway at various locations will achieve increased traffic safety and begin the improvements of the comprehensive plan.

Scope of Work:

1. Environmental
Exemption documentation including permits with the California Department of Fish and Game, the U.S. Corps of Engineers and the Regional Water Quality Control Board.
2. Surveying
Field report/findings; distances, positions and dimensions.
3. Design work and Engineering including hydrological surveys and culvert design.
4. Integrating the existing roadway to County Standards while designing the structural section crown and profile of roadway. Drawing plans; creating blueprints; specifying modifications.
5. Right of Way Acquisition
Identifying land parcels and owners; negotiating dedication or purchase of right of way; recording and amending changes with appropriate agencies.
6. Contracts
Drafting contracts; advertising; awarding bid; receiving bonds or sureties; inspecting records etc. for compliance with all relevant county requirements; progressive payments at negotiated completion points.
7. Construction
Relevant Permits; traffic control; construction as per design specifications; inspections. Progress reports by the County resident engineer.

Project End Products:

1. Acquisition of the appropriate right-of-way for Needles Highway from 0.25 miles south of Interstate 40 north to the Nevada State line.
2. Engineering Design Plans of Needles Highway from 0.25 miles south of Interstate 40 north to the Nevada State line, changes including possibly bypassing a section of roadway with a separate alignment
3. Minor widening of shoulders of existing Needles Highway and the addition of turn pockets in various locations.
4. Horizontal and vertical realignment at specific points along existing Needles Highway.
5. Rehabilitate the existing roadway of Needles Highway at various locations.

EXHIBIT A: PROPOSER AND PROJECT INFORMATION
PROJECT DESCRIPTION/SCOPE OF WORK - PART 2

(Return this page as part of your STP proposal)

- B. Please describe in detail the proposed Project Organizational Structure, including: a) Description of the agency implementing the project, if other than a SANBAG member agency; b) Use of subcontractors, if any; c) Key project staff, including Project Manager, and d) Project reporting structure.

Project Manager:

Peter H. Wulfman, P.E. Chief, Transportation Program Management

Project Reporting Structure:

1. Transportation Program Management (Peter H. Wulfman, P.E.)
2. Pavement Management (Laddie Svarc, P.E.)
3. Engineering Design (Anthony Gray, P.E.)
4. Contracts (Jerry Ivy, P.E.)

Contractor/sub-contractor(s) (To be determined)

Implementation of the project:

1. The County of San Bernardino is the lead agency, for the Needles Highway Improvement Project, in cooperation with the City of Needles.
2. The City of Needles has already passed a Resolution of Support for Needles Highway Improvement Project. Attached is the County of San Bernardino Resolution of Support for the project.
3. The Nevada State Senate passed a bill authorizing the State of Nevada to conduct a study to examine improvements to the Needles Highway. This current Needles Highway Feasibility Study is being conducted by the Nevada Department of Transportation, in cooperation with, Clark County, Laughlin Township, the Laughlin Chamber of Commerce, SANBAG, San Bernardino County, The City of Needles, the California Department of Transportation, and the Fort Mojave Indian Tribe.
4. The State of Nevada has allocated \$7.0 million for Needles Highway.
5. Clark County officials has allocated \$7.0 million from the gas tax fund in order to improve Needles Highway.
6. The Mojave Indian Tribe is also seeking to obtain funds from a B.I.A. Roads program that has monies available for road improvement/construction on Indian Lands. It is anticipated that \$1.5M will be made available for the comprehensive project.

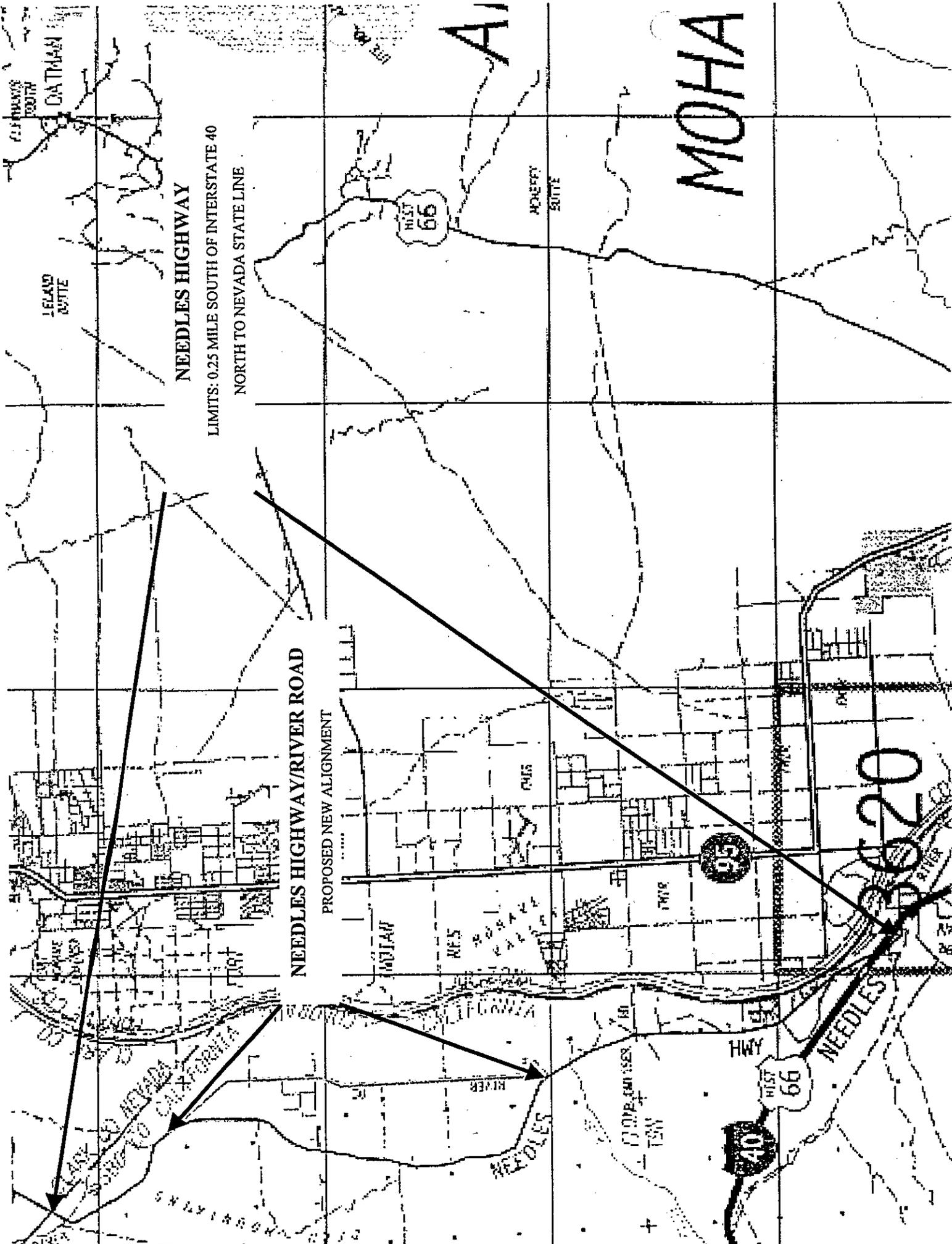
- C. Indicate the Environmental Document(s) required for the project, if applicable (e.g., Negative Declaration, CE, EIR, etc.), and the estimated approval date:

CEQA:

An EIR will possibly be required for this project.

Other permits include California Department of Fish and Game 1601, U.S. Corps of Engineers Permit, Certification from the Lahontan Regional Water Quality Control Board

Estimated approval date September, 2002.



NEEDLES HIGHWAY

LIMITS: 0.25 MILE SOUTH OF INTERSTATE 40
NORTH TO NEVADA STATE LINE

NEEDLES HIGHWAY/RIVER ROAD

PROPOSED NEW ALIGNMENT

LELAND BUTTE

CLATSOP COUNTY
DATHMAN

ALAMO

MOHAVE

MOHEFFY BUTTE

HIST 66

95

HIST 66

20

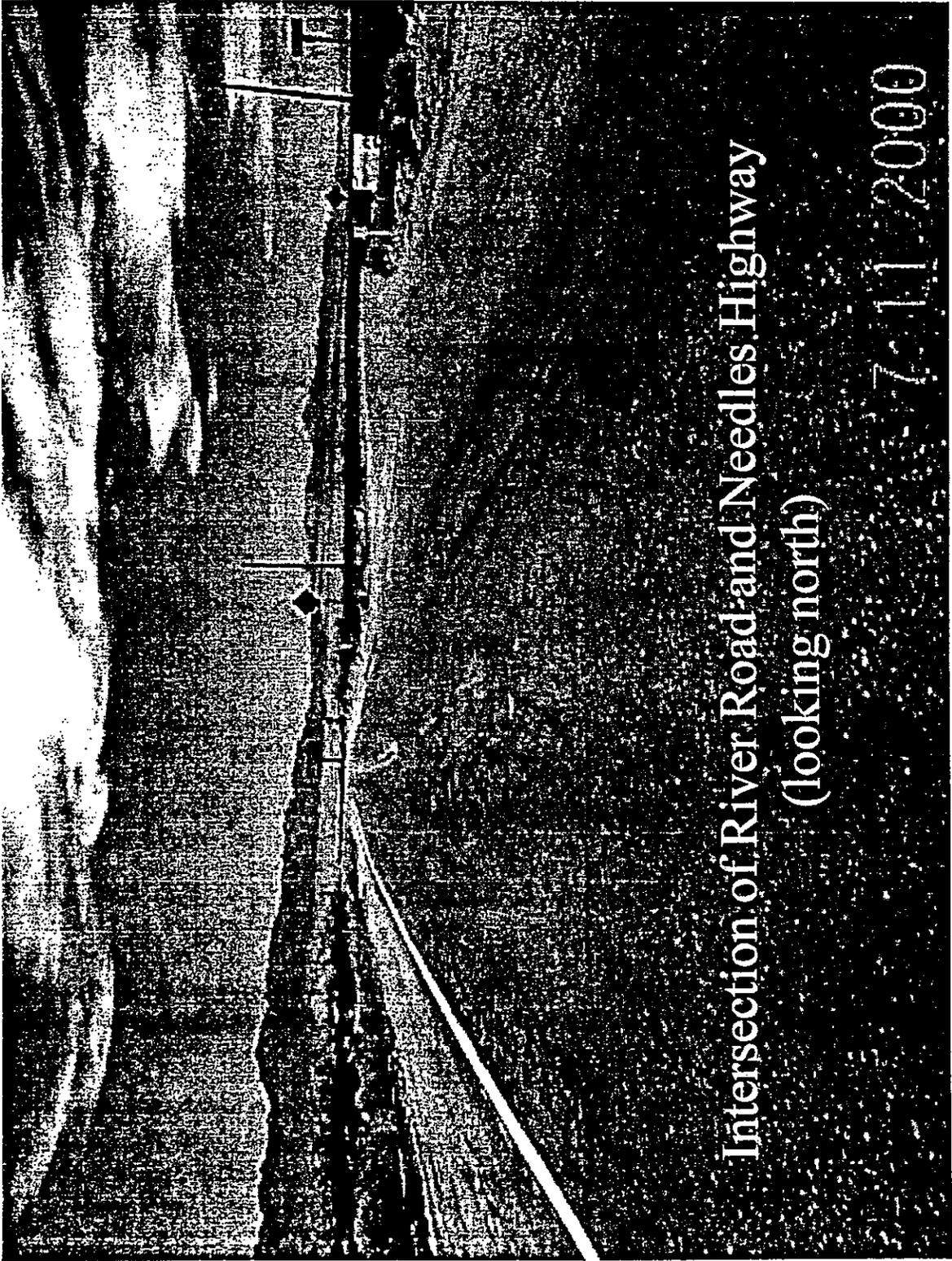
NEEDLES

NEEDLES RIVER

NEEDLES

40

HIST 66



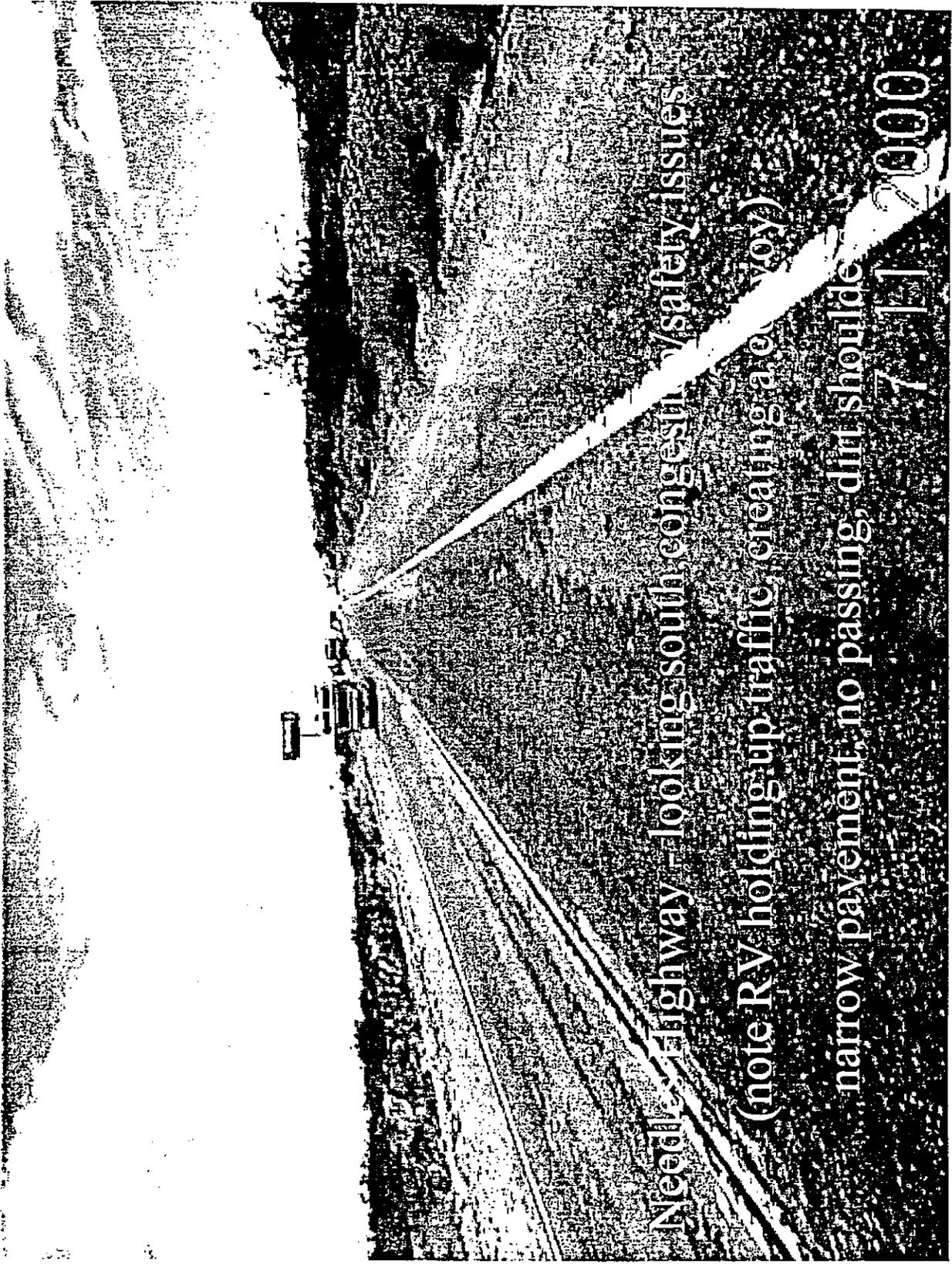
Intersection of River Road and Needles Highway
(looking north)

7-11-2000



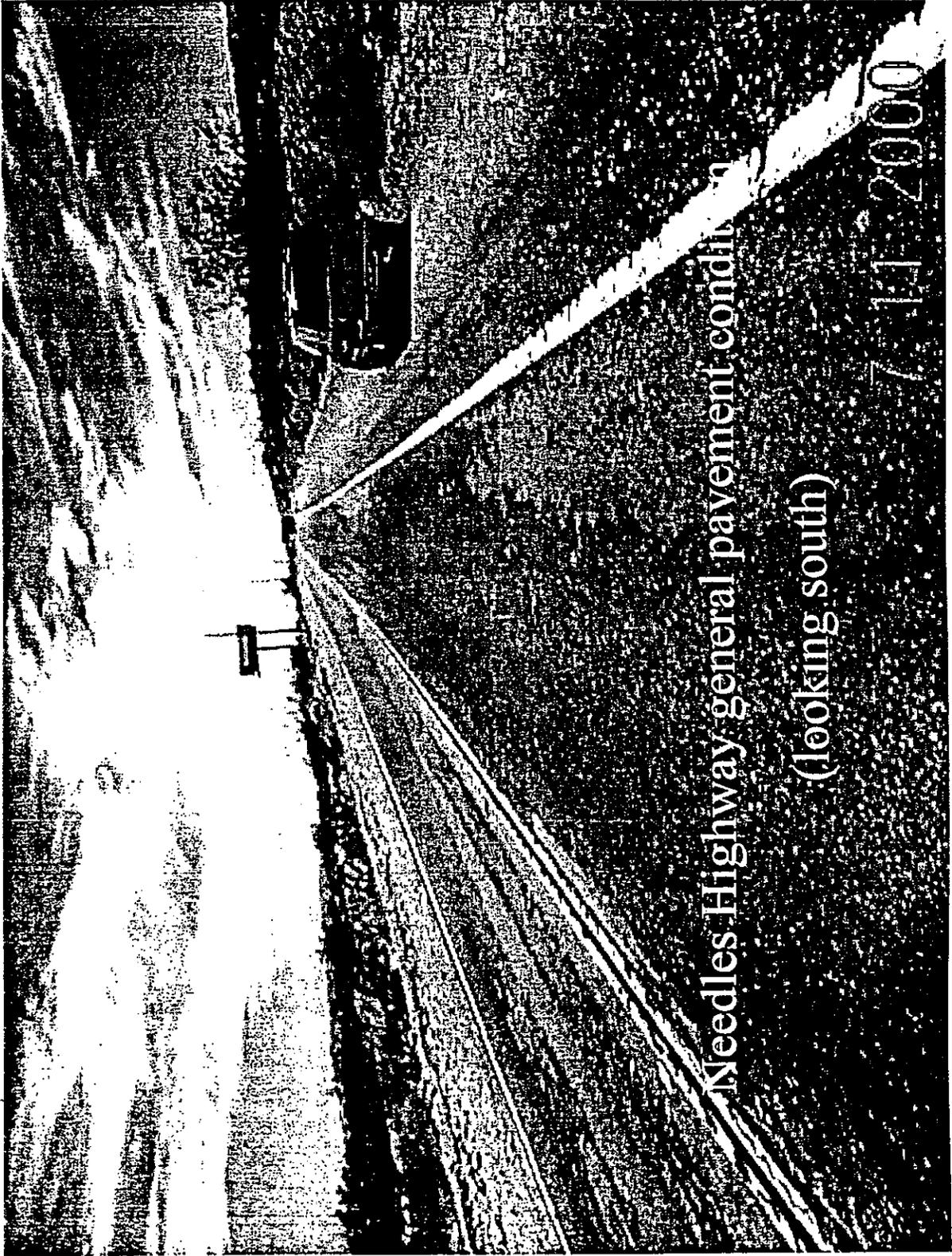
North End of River Road (Possible new
alignment for Needles Highway)

7/11/2000



Needles Highway - looking south, congestion/safety issues
(note RV holding up traffic, creating a bottleneck)
narrow pavement, no passing, dirt shoulder

7/11/2000



Needles Highway general pavement condition
(looking south)

7-11-2000

EXHIBIT A: PROPOSER AND PROJECT INFORMATION
PROJECT DESCRIPTION/SCOPE OF WORK - PART 3

(Return this page as part of your STP proposal)

- D. If applicable to your proposed project, please attach an 8 ½" x 11" Site Map/Plan to this Exhibit.
- E. Project Readiness - Please describe the time frame for project implementation and any anticipated barriers to project completion. Address other funds used to match or support the project. If project requires on-going funding, include a discussion on what funding will be used for continuing operation.

The time frame for the project:

Individual elements of the project as outlined below are anticipated to be completed within the estimated time frames. It should be noted that certain elements may be concurrent.

- | | |
|---|-----------|
| 1. Request for Authorization (RFA 1) | 1 month |
| 2. Environmental | 14 months |
| 3. Surveying | 4 months |
| 4. RFA 2 | 1 month |
| 5. Right-of-way site acquisition | 12 months |
| 6. Final Design & Engineering (Pavement Management) | 9 months |
| 7. RFA 3 | 1 month |
| 8. Bidding (& Awarding of Contract) | 3 months |
| 9. Construction | 9 months |

Project has no known barriers to implementation. However, some time delays may be anticipated due to the possible need for an Environment Impact Report (EIR). In addition, right-of-way issues may also be time consuming with protracted negotiation necessary.

County Gas Tax Fund monies and City of Needles funds will be pooled for the local match contribution of 11.47 percent.

Other funds that will be available to support the project include \$7M from the State of Nevada, \$7M from Clark County, Nevada, \$1.5M from Bureau of Indian Affairs and the Mojave Tribal Reservation. The anticipated project completion date is June, 2005.

Future maintenance of the roadway will be scheduled through the County's Operations Division and paid by the County's Operations budget.

EXHIBIT B

STP Project Budget

EXHIBIT B: PROJECT BUDGET
 (Return this page as part of your STP proposal)

Budget Summary Data: Please complete the following Table listing project costs by category and funding source.

BUDGET COMPONENT	FUNDING			FUNDING SOURCE(S)
	STP \$	County \$	City of Needles \$	
ENVIRONMENTAL	\$75,000	\$6,700	\$2,700	County of San Bernardino.
DESIGN & ENGINEERING	\$400,000	\$35,500	\$14,500	Gas Tax Funds
ROW/SITE ACQUISITION	\$380,000	\$36,300	\$14,700	City of Needles
CONSTRUCTION ENGINEERING/ TRAFFIC CONTROL	\$200,000	\$17,700	\$7,300	
CONSTRUCTION	\$1,350,000	\$124,000	\$51,000	
(Survey)	\$75,000	\$6,700	\$2,700	
TOTAL COSTS	\$2,478,840	\$228,024	\$93,136	\$2,800,000

Note: Individual items when summed may not add to total due to rounding.

YES NO

Is the Project Local Match Greater than or Equal to 11.47% of the Total Project Cost? X

If You Checked the "NO" Box, Does Your Project Qualify for 100% STP Funding?

If You Checked Both "NO" Boxes, Please Refer to Section I.D.5. for a Description of Project Local Match Requirements!

EXHIBIT C

STP Project Milestone & Reporting Schedule

EXHIBIT C: PROJECT IMPLEMENTATION SCHEDULE

(Return this page as part of your STP proposal)

Please provide, either in the space provided below or separate attached sheet, a Milestone Schedule for your proposed STP project. The schedule should include anticipated start and completion dates for each task, activity, or milestone identified in Exhibit A, "Project Description/Scope of Work". Also, please identify anticipated dates for submission of applications to Caltrans/Federal Transit Agency, and quarterly report submission to SANBAG.

The format requirements for the Project Implementation Schedule are flexible. A template is provided below:

PROJECT MILESTONE	START DATE	COMPLETION
<i>Example: Task 1 - Purchase Right-of-Way...</i>	<i>Authority to Proceed (ATP) + one month</i>	<i>ATP + 3 months</i>
Request for Authorization (RFA-1)	ATP 1	ATP1 + 1 month
*Task 1 Environmental	RFA 1 +14 months	ATP1 +15 month
*Task 2 Surveying	Task 1 + 4 months	ATP1 + 19 months
RFA 2	Task 2 +1 month	ATP1 +20 months
*Task 3 Right-of-Way Acquisition	RFA 2 +12 months	ATP1 + 32 months
Task 4 Design & Engineering	Task 3 +9 months	ATP1 + 41 months
RFA 3	Task 4 + 1 month	ATP1 + 42 months
Task 5 Advertise Bid & Award	RFA 3 +3 months	ATP1 + 45 months
Task 6 Construction	Task 5 + 9 months	ATP1 + 54 months
* (Some tasks may be concurrent)		

If a separate milestone schedule is attached, please label the attachment "Exhibit C: Project Milestone Schedule" and include in your proposal package.

EXHIBIT D

Project Status Report Form

PROJECT STATUS QUARTERLY REPORT FORM FOR FEDERAL FUNDING

(Due to SANBAG by the 15th of January, April, July, and October until project completion)

General Project Information:

Reporting Agency Name: _____ Contract Number: _____
LTF Allocation No: _____

Project Description: _____

Project Status:

	Begin Date (mm/dd/yy)	End Date (mm/dd/yy)	Expected Obligation (Fed Funds only)
Environmental Clearance:	_____	_____	\$ _____
Type of Environmental Document:	_____		
Engineering:	_____	_____	\$ _____
ROW:	_____	_____	\$ _____
Construction:	_____	_____	\$ _____
Comments:	_____		

Local Assistance Process: (only required for projects that have received TEA, STP, or CMAQ obligation)

RTIP/FTIP Approval Date: _____ RTIP/FTIP Number: _____

	Engineering	ROW	Construction
Date of Authorization Request to CT District 8:	_____	_____	_____
Date/Amount of FNM-76 (E-76):	/\$ _____	/\$ _____	/\$ _____
	/\$ _____	/\$ _____	/\$ _____
	/\$ _____	/\$ _____	/\$ _____
Date of PR-2 (between Caltrans and FHWA):	_____	_____	_____
Date of PS (Program Supplement):	_____	_____	_____
Date of 1 st /Final Invoice to Caltrans:	/ _____	/ _____	/ _____

Date 9I (Final Paperwork) Submitted to Caltrans to Final Project: _____

Please refer to next page for LTF Article 3 Payment Requests and to add any additional comments.

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

January ²³~~9~~, 2001

agreement 01-54

FROM: KEN A. MILLER, Director
Department of Public Works - Transportation

SUBJECT: COOPERATIVE AGREEMENT WITH SAN BERNARDINO ASSOCIATED
GOVERNMENTS FOR FEDERAL SURFACE TRANSPORTATION PROGRAM FUNDS
TO IMPROVE NEEDLES HIGHWAY

RECOMMENDATION: Approve Cooperative Agreement with San Bernardino Associated Governments (SANBAG) to obligate Federal Surface Transportation Program (STP) funds in the amount of \$2,478,840 to improve Needles Highway, including realignment and rehabilitation.

BACKGROUND INFORMATION: Over the years, Needles Highway has become a major North/South route for travelers going from and to Interstate 40 between the City of Needles and the Town of Laughlin, Nevada. There has been an increase in traffic on Needles Highway and projections indicate that traffic will continue to steadily increase in the future. Needles Highway needs improvements to adequately handle current traffic flow and projected increased traffic volume at peak travel times. Proposed improvements include horizontal and vertical realignments, widening, pavement rehabilitation and the addition of passing lanes and left turn pockets. On July 25, 2000 the Board approved submittal of a proposed project list to SANBAG under the STP Call for Projects for the Mountain/Desert Region of San Bernardino County. The County and the cities throughout the Mountain/Desert Region competed for available funding. From the County's list of proposed projects, Needles Highway competed successfully and was awarded STP funding by the SANBAG Board. In accordance with County policy, the Department is seeking Board approval to enter into a Contract with SANBAG. This proposed Cooperative Agreement provides the terms and conditions to which the County must agree in order to receive STP funds to improve Needles Highway, from 0.25 mile south of I-40 north to the Nevada State line. The agreement provides that the County will use awarded STP funds in conjunction with an 11.47% local match to implement this project. The local match will be funded by County road funds and the City of Needles. A cooperative agreement between the County and the City of Needles will be brought before the Board in the near future to confirm City participation.

REVIEW BY OTHERS: This Agreement was reviewed by Deputy County Counsel Charles S. Scolastico on December 5, 2000 and by the County Administrative Office (Tom Forster, Administrative Analyst).

FINANCIAL IMPACT: The total amount of this agreement is estimated to be \$2,800,000. The agreement provides that \$2,478,840 is reimbursable from STP funds. Of the remaining \$321,160, the County will contribute \$228,024, and the City of Needles \$93,136. Appropriations to begin environmental work in the amount of \$10,000 are available in the FY 00/01 budget for the County Road Fund (SAA-TRA-TRA). The remaining project costs will be included in the FY 01/02 budget for the County Road Fund (SAA-TRA-TRA).

SUPERVISORIAL DISTRICT(S): 1st

PRESENTER: Ken A. Miller

cc: Transportation-Wulfan w/agree.
SANBAG c/o Transportation
w/agreement
Auditor w/agreement
SBD w/agreement
ED/PSG-Goss
File w/agreement

sg

Record of Action of the Board of Supervisors

**AGREEMENT 01-54
APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION	<u>SECOND</u>	<u>AYE</u>	<u>AYE</u>	<u>AYE</u>	<u>MOVE</u>
	1	2	3	4	5

J. RENEE BASTIAN, INTERIM CLERK OF THE BOARD

BY 

DATED: January 23, 2001

ITEM 024



FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		Dept.	Contract Number	
M	<input type="checkbox"/>	Change			SC	01-54	
X	<input type="checkbox"/>	Cancel					
County Department					Dept.	Orgn.	Contractor's License No.
TRANSPORTATION					TRA	TRA	
County Department Contract Representative					Ph. Ext.		Amount of Contract
PETER H. WULFMAN, P.E.					8166		NO ENCUMBRANCE-Funding Agmt.
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
SAA	TRA	TRA				15H13409	
Commodity Code				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY
Project Name							
NEEDLES HIGHWAY							
FROM 0.25 MILE S OF I-40 N							
TO NEVADA STATE LINE							

County of San Bernardino

F A S

CONTRACT TRANSMITTAL

CONTRACTOR SAN BERNARDINO ASSOCIATED GOVERNMENTS

Birth Date _____ Federal ID No. or Social Security No. _____

Contractor's Representative LISA POE, Sr. Programming Analyst

Address 472 North Arrowhead Avenue, San Bernardino, CA 92401-1421 Phone (909) 884-8276

Nature of Contract: *(Briefly describe the general terms of the contract)*

COOPERATIVE AGREEMENT WITH SAN BERNARDINO ASSOCIATED GOVERNMENTS FOR FEDERAL SURFACE TRANSPORTATION PROGRAM FUNDS TO IMPROVE NEEDLES HIGHWAY

On July 25, 2000 the Board approved Item 016 approving submittal of a proposed project list to SANBAG under the STP Call for Projects for the Mountain/Desert Region of San Bernardino County. The County and the cities throughout the Mountain/Desert Region competed for available funding. From the County's list of proposed projects, Needles Highway competed successfully and was awarded STP funding by the SANBAG Board. Board Item 016 included the provision that a future Board Item would be submitted to enter into a Contract with SANBAG if one or more of the projects competed successfully. In accordance with that provision, this Cooperative Agreement provides the terms and conditions to which the County must agree in order to receive STP funds to improve Needles Highway, from 0.25 mile south of I-40 north to the Nevada State line. The agreement provides that the County will use awarded STP funds in conjunction with an 11.47% local match to implement this project. The local match will be funded by County road funds and the City of Needles.

The total cost of this project is estimated to be \$2,800,000. The agreement provides that \$2,478,840 is reimbursable from STP funds. Of the remaining \$321,160, the County will contribute \$228,024, and the City of Needles \$93,136. Appropriations to begin environmental work in the amount of \$10,000 are available in the FY 00/01 budget for the County Road Fund (SAA-TRA-TRA). The remaining project costs will be included in the FY 01/02 budget for the County Road Fund (SAA-TRA-TRA).

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form County Counsel Date <u>12-5-00</u>	Reviewed as to Affirmative Action Date <u>12-7-00</u>	Reviewed for Processing Agency Administrator/CAO Date _____
--	--	---

received & logged
1/6/03 BT

SANBAG Contract No. 01-033-01

by and between

San Bernardino Associated Governments

and

San Bernardino County

for

Needles Highway Right-of-Way, Design and Rehabilitation

FOR ACCOUNTING PURPOSES ONLY

<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes: These are STP funds that are administered by Caltrans and monitored by SANBAG

Original Contract: \$ _____	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Current Amendment: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ _____

Please include funding allocation for the original contract or the amendment ↴

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Amounts</u>
1 _____	_____	1 _____	\$ _____
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____

Original Board Approved Contract Date: 11/1/00 Contract Start: 11/1/00 Contract End: 6/30/05

New Amend. Approval (Board) Date: 12/4/02 Amend. Start: 12/4/02 Amend. End: 1/31/06

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____
--------------------------------	--------------------------------	--------------------------------

Is this consistent with the adopted budget? Yes No
If no, has the budget amendment been submitted? Yes No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

Intergovernmental Private Non-Local Local Partly Local

Disadvantaged Business Enterprise: No Yes _____ %

Task Manager: **Ty Schuiling**

Contract Manager: **Andrea Zureick**

Will J. Schuiling 11/15/02 Andrea Zureick 11-18-02
 Task Manager Signature Date Contract Manager Signature Date
S. O. ... 11-15-02
 Chief Financial Officer Signature Date

AMENDMENT NO. 1
SANBAG CONTRACT NO: 01-033
by and between
SAN BERNARDINO ASSOCIATED GOVERNMENTS
and
SAN BERNARDINO COUNTY
for
Needles Highway Right-of-Way, Design, and Rehabilitation Project

THIS CONTRACT AMENDMENT is made and entered into the 4th day of December 2002 by and between the San Bernardino Associated Governments, hereinafter referred to as "SANBAG", and San Bernardino County, hereinafter referred to as "RECIPIENT".

RECITALS

WHEREAS, RECIPIENT has entered into the Contract with SANBAG regarding Federal Transportation Equity Act for the 21st Century ("TEA-21")/Surface Transportation Program ("STP") funding awarded to implement the Needles Highway Right-of-Way, Design, and Rehabilitation Project; and

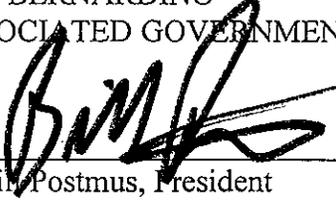
WHEREAS, SANBAG and RECIPIENT desire to amend their Contract;

NOW THEREFORE, the parties hereto do mutually agree to amend the Contract as follows:

1. Change contract end date from June 30, 2005 to January 31, 2006.
2. Replace Exhibit "C" with the attached Exhibit.
3. Except as amended, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the date first hereinabove written.

SAN BERNARDINO
ASSOCIATED GOVERNMENTS:

By: 
Bill Postmus, President

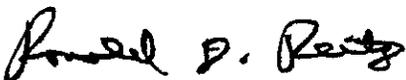
SAN BERNARDINO COUNTY:

By: 
Fred Aguiar, Chairman
Board of Supervisors

REVIEWED AND RECOMMENDED
FOR APPROVAL:

By: 
Norman R. King, Executive Director

APPROVED AS TO LEGAL FORM:

By: 
Rex A. Hinesley, SANBAG Counsel

12/02

Amendment

EXHIBIT C: PROJECT IMPLEMENTATION SCHEDULE

Please provide, either in the space provided below or separate attached sheet, a Milestone Schedule for your project. The schedule should include anticipated start and completion dates for each task, activity, or milestone identified in Exhibit A, "Project Description/Scope of Work". Also, please identify anticipated dates for inclusion in the Regional Transportation Improvement Program (RTIP), and submission of applications to Caltrans/Federal Transit Agency.

Note: Any work requiring reimbursement cannot begin before the project is included in an approved RTIP.

The format requirements for the Project Implementation Schedule are flexible, but please include a month and year for each task. A template is provided below:

PROJECT MILESTONE	START DATE	COMPLETION
<i>Example: Task 1 - Purchase Right-of-Way...</i>	<i>July 2001</i>	<i>October 2001</i>
Envir/Preliminary Engineering	March 1, 2002	March 30, 2004
Right Of Way	April 1, 2004	December 30, 2004
RFA Construction	January, 1, 2005	March 31, 2005
Bid and Award	April 1, 2005	June 30, 2005
Construction	July 1, 2005	January 31, 2006

If a separate milestone schedule is attached, please label the attachment "Exhibit C: Project Milestone Schedule".