



TOWN OF APPLE VALLEY TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** September 25, 2012

From: Brad Miller, Town Engineer **Item No:** 8

Subject: DALE EVANS PARKWAY AND JOSHUA ROAD TOWN/COUNTY
AGREEMENT

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

Approve and sign the attached Cooperative Agreement with the County of San Bernardino for the Dale Evans Parkway and Joshua Road Paving Projects.

SUMMARY:

The Town of Apple Valley received a Cooperative Agreement from the County of San Bernardino Department of Public Works regarding the repaving of two Town/County shared roads.

The first project (Project 1) is the repaving of 3miles of Dale Evans Parkway from I-15 to Johnson Road. The paving application for Project 1 will be a 1.25-inch overlay of SC3000 asphalt over the entire section of road. The Town has jurisdiction over the full-width of Dale Evans Parkway between I-15 and 0.37 miles North of Colusa Road (0.7 miles), and the Town and County jurisdictions share equal half-widths from 0.37 miles North of Colusa Road to Johnson Road (2.3 miles). The jurisdictional split of this project is a 60/40 split, so the Town will be responsible for 60% (\$250,000) of the total cost and the County will pay 40% (\$165,000) of the total cost as noted in Exhibit A of the Agreement.

The second project (Project 2) is the repaving of 1.5miles of Joshua Road from Standing Rock Road to SR18. The paving application for Project 2 will be a 1.25-inch overlay of SC3000 asphalt over the entire section of road. The Town and County share equal half-widths of this segment with the Town having jurisdiction over the westerly half and the County having jurisdiction over the easterly half. The jurisdictional split of this project is a 50/50 split, so the Town will be responsible for 50% (\$85,000) of the total cost and the County will pay 50% (\$85,000) of the total cost as noted in Exhibit A of the agreement.

The attached Agreement between the Town and County further defines the responsibilities for each jurisdiction, as well as further explains the cost sharing involved.

FISCAL IMPACT:

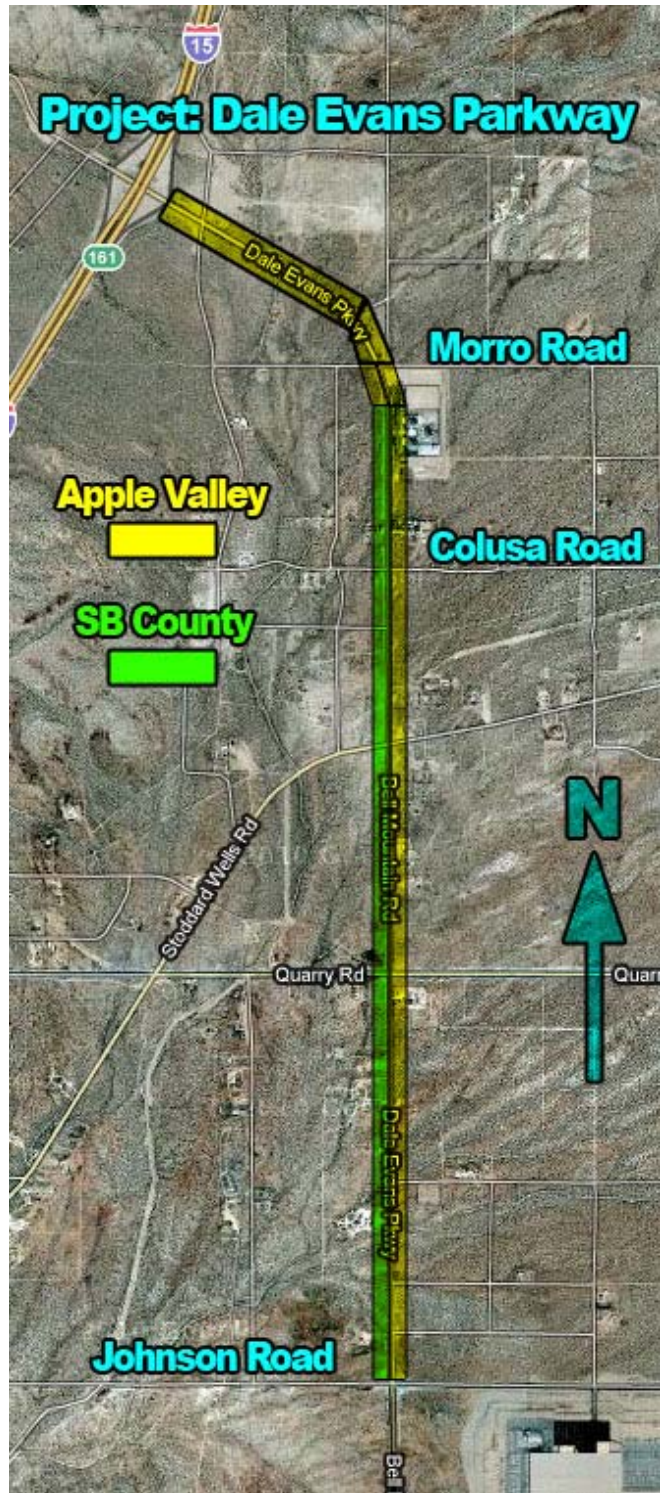
There is no immediate fiscal impact with approval of this agreement in the current fiscal year. Funding for construction of these two projects has been approved in the FY 2012-2013 Capital Improvement Plan. The proposed projects will utilize \$335,000 in available Measure I Local to fund the Town's portion of the costs for both projects.

ATTACHMENTS:

1. Town of Apple Valley/San Bernardino County Cooperative Agreement.

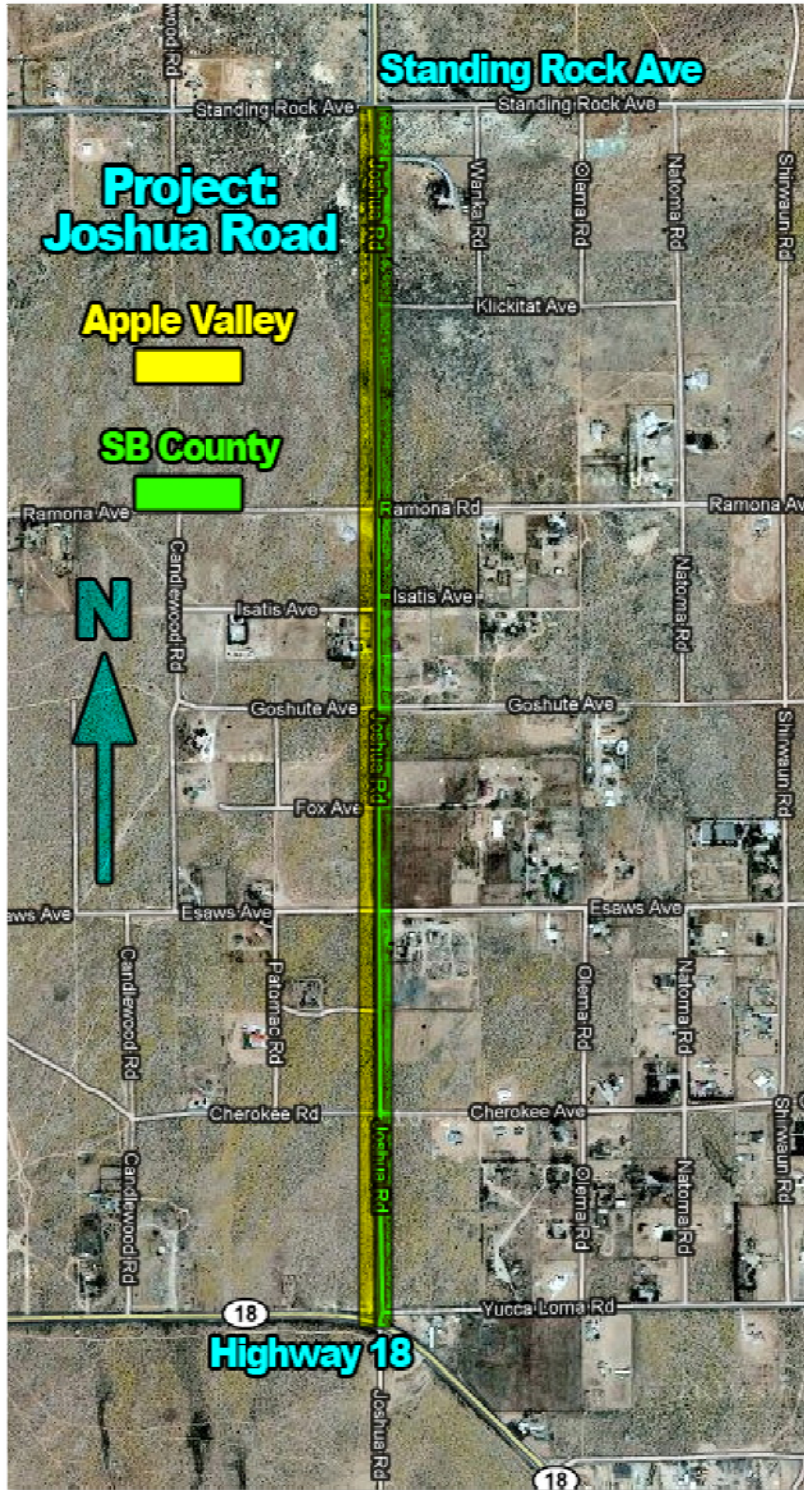
Project 1

Dale Evans Parkway (between I-15 and Johnson Road)



Project 2

Joshua Road (between Standing Rock Road and SR18)





County of San Bernardino
F A S
STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept. TRA	A	Contract Number	
<input type="checkbox"/> Change							
<input type="checkbox"/> Cancel							
ePro Vendor Number					ePro Contract Number		
County Department Public Works - Transportation			Dept. TRA	Orgn. TRA	Contractor's License No.		
County Department Contract Representative Eric Jacobsen, Supervising Transportation Analyst				Telephone (909)387-8166		Total Contract Amount \$250,000	
<input type="checkbox"/> Revenue		<input checked="" type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:	
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date		Contract End Date		Original Amount \$	Amendment Amount
Fund SAA	Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 34H14608	Amount \$ 165,000	
Fund SAA	Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 34H14601	Amount \$ 85,000	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Project Name Dale Evans Parkway - Overlay and Joshua Road - Overlay			Estimated Payment Total by Fiscal Year				
			FY 12/13	Amount 250,000	I/D I	FY	Amount I/D

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

Name
Town of Apple Valley

hereinafter called TOWN

Address
14955 Dale Evans Parkway

Apple Valley, CA 92307

Telephone (760) 240 - 7000 Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, the County of San Bernardino (hereinafter referred to as "COUNTY") and the Town of Apple Valley (hereinafter referred to as "TOWN") desire to cooperate and jointly participate in a proposed project to overlay the pavement on Dale Evans Parkway, between I-15 and Johnson Road (hereinafter referred to as "PROJECT 1"), and to overlay the pavement on Joshua Road, between SR-18 and Standing Rock Road (hereinafter referred to as "PROJECT 2"); and hereinafter PROJECT 1 and PROJECT 2 are jointly and severally referred to as the "PROJECTS"; and

WHEREAS, the PROJECTS are located in the unincorporated area of the COUNTY and the incorporated area of the TOWN, and will be of mutual benefit to the COUNTY and TOWN; and

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WHEREAS, Streets & Highways Code section 1710 authorizes COUNTY to contract with TOWN for TOWN's maintenance, construction or repair of COUNTY highways, the cost being paid by COUNTY; and

WHEREAS, COUNTY determines that it is necessary for the more efficient maintenance, construction, or repair of the COUNTY roads identified herein to contract with TOWN for the PROJECTS; and

WHEREAS, it is anticipated that the funding for the design and construction phases of the PROJECTS will be from COUNTY Gas Tax Funds assigned in the Fiscal Year 2012/13 Road Operations budget and local TOWN funds; and

WHEREAS, the total estimated cost for the PROJECTS is \$585,000; and

WHEREAS, PROJECT 1's total estimated cost is \$415,000; COUNTY's share of cost is estimated at \$165,000 (39.76% of PROJECT 1) and TOWN's share of cost is estimated at \$250,000 (60.24% of PROJECT 1) as set forth in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, PROJECT 2's total estimated cost is \$170,000; COUNTY's share of cost is estimated at \$85,000 (50.0% of PROJECT 2) and TOWN's share of cost is estimated at \$85,000 (50.0% of PROJECT 2), as set forth in Exhibit "A"; and

WHEREAS, the above-described cost is proportioned based on work done in each party's jurisdiction; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Pay to the TOWN its proportionate share of the cost of the PROJECTS, which shall be 42.74% of estimated cost of the PROJECTS (see Exhibit A). The cost of the PROJECTS shall include the cost of PROJECT design, construction, construction engineering, inspection and California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.) compliance. COUNTY's proportionate share of cost for PROJECT 1 is estimated at \$165,000 (39.76% of PROJECT 1), and PROJECT 2 is estimated at \$85,000 (50.0% of PROJECT 2). COUNTY shall be responsible for the estimated sum of \$250,000, plus its share of any PROJECT 1 or PROJECT 2 cost increases, pursuant to paragraphs 3.6, 3.7, 3.8 and 3.10 below. In no event shall COUNTY's proportionate share of cost of PROJECT 1 exceed \$206,250 (COUNTY's estimated share of cost for PROJECT 1 plus twenty-five percent) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16. In no event shall COUNTY's proportionate share of cost of PROJECT 2 exceed \$106,250 (COUNTY's estimated share of cost for PROJECT 2 plus twenty-five percent) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16.
- 1.2 Pay to TOWN, on a reimbursement basis, its share of the cost of PROJECTS, including its share of any PROJECTS cost increases pursuant to paragraphs 3.6, 3.7, 3.8 and 3.10 below, within thirty (30) days after receipt of an itemized statement as set forth in paragraph 2.11 of this Agreement setting forth all actual cost of PROJECT incurred by TOWN to date and which have not already been paid by COUNTY, together with adequate documentation of said expenditures.
- 1.3 Provide a no-cost permit to the TOWN for its work in COUNTY's right-of-way.
- 1.4 Operate and maintain those portions of the PROJECTS within the unincorporated area of the COUNTY, in accordance with COUNTY regulations, policies and procedures after COUNTY's and TOWN's acceptance of the construction contract work.

2.0 TOWN AGREES TO:

- 2.1 Act as the Lead Agency in the design, construction, construction engineering, inspection and CEQA compliance of PROJECTS. Right of Way activities are not anticipated for the PROJECTS and therefore are not part of this Agreement.
- 2.2 Provide specifications and all necessary construction engineering for PROJECTS to COUNTY, for COUNTY's prior review and approval.
- 2.3 Construct PROJECTS by contract in accordance with the specifications of TOWN, which have been reviewed and approved by COUNTY.
- 2.4 Arrange for relocation of all utilities which interfere with construction of the PROJECTS within the entire PROJECTS limits.
- 2.5 Obtain a no-cost permit from COUNTY for work within the COUNTY's right-of-way.
- 2.6 Advertise, award, administer, and initially fund the construction of PROJECTS, in accordance with the provisions of California Public Contract Code applicable to counties and require, as well as enforce, TOWN's contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages. TOWN shall indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, volunteers, and agents from any and all claims, actions, losses, damages, and/or liability arising out of TOWN's obligations set forth in this paragraph.
- 2.7 TOWN shall require all contractors and vendors working on PROJECTS to have appropriate and adequate insurance coverage for the mutual protection and benefit of the Parties. Except for Workers' Compensation, Errors and Omissions and Professional Liability policies, TOWN shall require and ensure that all TOWN contractors/subcontractors for PROJECTS shall have insurance policies that contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 2.8 Provide adequate inspection of all items of work performed under the construction contract(s) with TOWN's contractors or subcontractors for PROJECTS and maintain adequate records of inspection and materials testing for review by COUNTY. TOWN shall provide copies of any records of inspection and materials testing to COUNTY within ten (10) days of TOWN's receipt of written demand from COUNTY for such records. This shall be included as PROJECTS cost.
- 2.9 Pay its proportionate share of the cost of the PROJECTS, which shall be 57.26% of estimated cost of the PROJECTS (see Exhibit A). The cost of the PROJECTS shall include the cost of design, construction, construction engineering, inspection and CEQA compliance for the PROJECTS. TOWN's proportionate share of cost for PROJECT 1 is estimated at \$250,000 (60.24% of PROJECT 1), and PROJECT 2 is estimated at \$85,000 (50.0% of PROJECT 2). TOWN shall be responsible for the sum of \$335,000 plus its share of any PROJECT 1 or PROJECT 2 cost increases pursuant to paragraphs 3.6, 3.7, 3.8 and 3.10 below. In no event shall TOWN's proportionate share of cost of PROJECTS exceed \$418,750 (TOWN's estimated share of cost for PROJECTS plus twenty-five percent) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16. In no event shall COUNTY's proportionate share of cost of PROJECTS exceed \$312,500 (COUNTY's estimated share of cost for PROJECTS plus twenty-five percent) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16.
- 2.10 Submit to COUNTY, on a monthly basis, an itemized accounting of actual cost of PROJECTS incurred by TOWN to date and which have not already been paid by COUNTY, and a statement for COUNTY's proportionate share (42.74%) of PROJECTS cost, as provided herein. Costs shall be amended following TOWN and COUNTY acceptance of the final construction cost accounting.
- 2.11 Include compliance with any applicable requirements of CEQA, as well as completing the required CEQA documentation.

- 2.12 Operate and maintain those portions of the PROJECTS within the incorporated area of the TOWN, in accordance with TOWN regulations, policies and procedures after COUNTY's and TOWN's acceptance of the construction contract work.
- 2.13 Accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the TOWN's designated checking or other bank account. The TOWN shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

3.0 IT IS MUTUALLY AGREED:

- 3.1 TOWN agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY, its officers, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability resulting from the TOWN's negligent acts or omissions which arise from TOWN's performance of its obligations under this Agreement.
- 3.2 COUNTY agrees to indemnify, defend (with counsel approved by TOWN) and hold harmless the TOWN, its officers, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.
- 3.3 In the event the TOWN 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 TOWN and/or COUNTY shall indemnify the other to the extent of its comparative fault. Furthermore, if the TOWN or COUNTY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the TOWN and COUNTY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 3.4 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 3.1, 3.2 and 3.3 indemnifications.
- 3.5 TOWN 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.
- 3.6 The Parties acknowledge that final PROJECTS costs may ultimately exceed current estimate of PROJECTS costs. Any additional PROJECTS 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 TOWN, which is addressed in paragraph 3.7 below) over the estimated total of PROJECTS cost of \$585,000 (which is the sum of \$335,000 from TOWN and \$250,000 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 PROJECTS.
- 3.7 If either TOWN or COUNTY requests additional work that is beyond the scope of the original PROJECTS, and not considered by all parties to be a necessary part of the PROJECTS, said work, if approved by all parties, will be paid solely by the agency requesting the work, unless all parties agree by written amendment to allocate the cost in accordance with the percentage allocation provided herein, or in some other mutually acceptable manner by written amendment to this Agreement.
- 3.8 In the case wherein one of the Parties owns a utility that needs to be relocated for a PROJECT and that Party does not have prior rights for that utility, it will be the sole responsibility of that Party to relocate the utility at that Party's cost. This shall not be included as a 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 TOWN will be responsible for funding within their jurisdictional boundaries.
- 3.9 TOWN shall notify COUNTY of the bids received and the amounts thereof. Within ten (10) days thereafter, TOWN and COUNTY shall determine the cost of PROJECTS. In the event that either Party intends to cancel this Agreement based upon the bids or amount thereof, said Party shall notify the other Party prior to the awarding of a contract so as to avoid detrimental reliance by any Party, contractor or potential contractor.

- 3.10 If after opening bids for PROJECTS, it is found that a cost overrun of 25% or less of the estimated PROJECTS costs will occur, TOWN may award the contract.
- 3.11 If, upon opening of bids, it is found that a cost overrun exceeding 25% of the estimated PROJECTS costs will occur, TOWN shall not award any contracts for PROJECTS. Rather TOWN and COUNTY shall endeavor to agree upon an alternative course of action, including re-bidding of PROJECTS. If, after thirty (30) days, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.
- 3.12 In the event that change orders are required during the course of the PROJECTS, said change orders must be in form and substance as set forth in attached Exhibit "B" of this Agreement and approved by both TOWN and COUNTY. Contract Change Order forms will be delivered by fax and must be returned within two (2) days. The COUNTY shall not unreasonably withhold approval of change orders. If a COUNTY disapproved or modified change order is later found to be a cost of PROJECTS, then the COUNTY shall be responsible for any costs, awards, judgments or settlements associated with the disapproval or modified change order.
- 3.13 If this Agreement is funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009, the TOWN and COUNTY shall comply with the following provisions:

Use of ARRA Funds and Requirements - This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. TOWN and its contractors must contact the COUNTY contact if they have any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. TOWN and its contractors will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. TOWN and its contractors agree to fully cooperate in providing information or documents as requested by the COUNTY pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

TOWN and its contractors may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have their subcontractors also register in the same database. TOWN and its contractors must contact the COUNTY with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards - In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. TOWN and its contractors agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, TOWN and its contractors agree to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

TOWN and its contractors may be required to provide detailed information regarding expenditures so that the COUNTY may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. TOWN and its contractors agree to fully cooperate in providing information or documents as requested by the COUNTY pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection - TOWN and its contractors agree that both they and their subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

TOWN and its contractors agree that they and their subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

- 3.14 This Agreement shall be for a term of three (3) years and shall be terminated upon project completion as described in Paragraph 3.15 or August 31, 2015 (whichever occurs first), but may be cancelled upon thirty (30) days advance written notice of either party, provided however, that neither party may cancel this Agreement after TOWN awards a contract to construct the PROJECTS. In the event of cancellation as provided herein, all PROJECTS 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 PROJECTS.
- 3.15 Except with respect to the Parties' operation, maintenance and indemnification obligations contained herein, this Agreement shall terminate upon completion of the PROJECTS and payment of final billing by the COUNTY for its share of the PROJECTS.
- 3.16 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.
- 3.17 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between TOWN 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

PROJECTS, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.

- 3.18 Time is of the essence for each and every provision of this Agreement.
- 3.19 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.
- 3.20 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.
- 3.21 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.
- 3.22 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.23 The Recitals are incorporated into the body of this Agreement.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties. IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

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

▶ _____
Josie Gonzales, Chair, Board of Supervisors

By ▶ _____
(Authorized signature - sign in blue ink)

Dated: _____

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

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

Title _____
(Print or Type)

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Dated: _____

By _____
Deputy

Address _____

Approved as to Legal Form
▶ _____
County Counsel
Date _____

Reviewed by Contract Compliance
▶ _____
Date _____

Presented to BOS for Signature
▶ _____
Department Head
Date _____

EXHIBIT A
ESTIMATE OF PROJECT COSTS

FOR COUNTY OF SAN BERNARDINO/TOWN OF APPLE VALLEY
FOR PAVEMENT OVERLAYS ON DALE EVANS PARKWAY AND JOSHUA ROAD

IN THE APPLE VALLEY AREA

DESCRIPTION	LIMITS	TOTAL COST OF PROJECT	COUNTY OF SAN BERNARDINO SHARE	% OF PROJECT COUNTY	TOWN OF APPLE VALLEY SHARE	% OF PROJECT TOWN
Dale Evans Parkway Overlay	Between I-15 and Johnson Road	\$415,000	\$165,000	39.76%	\$250,000	60.24%
Joshua Road Overlay	Between SR-18 and Standing Rock Road	\$170,000	\$85,000	50%	\$85,000	50%
TOTAL		\$585,000	\$250,000	42.74%	\$335,000	57.26%

PROJECT costs may be increased or decreased based on accepted contractor's bid.

EXHIBIT B

**CONTRACT CHANGE ORDER REVIEW/APPROVAL
PROJECT:**

**DALE EVANS PARKWAY AND JOSHUA ROAD PAVEMENT OVERLAYS
COUNTY OF SAN BERNARDINO CONTRACT #**

File: H14608, H14601

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

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 TOWN OF APPLE VALLEY and COUNTY 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

SIGNED: _____

TITLE: _____

Distribution:

Signed Original Returned to Resident Engineer (FAX # 909-350-6755)
Signed Original for COUNTY OF SAN BERNARDINO File

