



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code	SC	Dept.	A	Contract Number	
<input checked="" type="checkbox"/> Change	TOWNOFA303 B		TRA		07-1076 A-1	
<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 D. Jacobsen Supervising Transportation Analyst			Telephone (909)387-8166		Total Contract Amount \$206,450	
<input type="checkbox"/> Revenue		<input checked="" type="checkbox"/> Encumbered		Contract Type		<input type="checkbox"/> Other:
If not encumbered or revenue contract type, provide reason:						
Commodity Code 91200		Contract Start Date	Contract End Date	Original Amount \$87,000	Amendment Amount \$119,450	
Fund SAA.	Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No 14H14218	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name Yucca Loma Road / Yates Road Improvement			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY
			13/14	119,450	I	

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 (909) 403 - 8502 Federal ID No. or Social Security No.

Name
City of Victorville hereinafter called CITY
Address
P.O. Box 5001

Victorville, CA 92393-5001
Telephone (760) 955 - 5000 Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO.1

WHEREAS, COUNTY, TOWN and CITY (collectively referred to as "the Parties") previously entered into an agreement, County Contract No. 07-1076 (hereinafter referred to as "the Agreement") wherein COUNTY, TOWN and CITY agreed to jointly participate in the preparation of environmental documents, and plans, specifications

<i>Auditor-Controller/Treasurer Tax Collector Use Only</i>	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

and estimate (PS&E) associated with the bridge improvement project along Yucca Loma Road and Yates Road (hereinafter referred to as the "PROJECT"), located within the territorial boundaries of the COUNTY, TOWN and the CITY; and

WHEREAS, COUNTY, TOWN, and CITY desire to amend the Agreement cost estimate amount from \$3,134,000 to \$3,697,000 (an increase of \$563,000) as a result of additional design and environmental work required for the PROJECT; and

WHEREAS, the PROJECT is earmarked to receive a maximum amount of \$2,800,000 (88.53%) Federal funds in anticipation of local match funds in the amount \$362,770 (11.47%) for a total eligible Federal funding cost of \$3,162,770, to be shared proportionately based on the scope work within each party's jurisdictional boundary, as more particularly set forth in the Exhibit "A-1", attached hereto and incorporated herein by reference; and

WHEREAS, the PROJECT's total estimated cost for the preparation of environmental documents and PS&E (\$3,697,000) exceeds the Federal and local match funding (based on the Federal maximum allowable amount and the approved percentage rate, as stated above); therefore, all of the Parties to this Agreement have agreed to finance the remaining balance of local costs (\$534,230); and

WHEREAS, the TOWN will continue to serve as lead agency in securing Federal funds (\$2,800,000) associated with the PROJECT; and

NOW, THEREFORE, in consideration of mutual covenants and conditions provided herein, the Parties hereto agree the Agreement, County Contract No. 07-1076, is amended as follows:

1. DELETE the existing fourth WHEREAS recital and REPLACE it with a revised WHEREAS recital, which shall read as follows:

WHEREAS, the total PROJECT cost for environmental document preparation is estimated to be \$2,044,330 with a Federal contribution of \$1,649,380 (88.53%), and local match contribution of \$213,695 (11.47%) plus the excess cost of \$181,255, which will be shared proportionately based on the scope of work within each party's respective jurisdiction. The local match shares are estimated as follows: COUNTY \$139,050 (35.21%), TOWN \$126,500 (32.03%) and CITY \$129,400 (32.76%), as more particularly set forth in Exhibit "A-1", attached hereto and incorporated herein by reference; and

2. DELETE the existing fifth WHEREAS recital and REPLACE it with a revised WHEREAS recital, which shall read as follows:

WHEREAS, the total PROJECT cost for PS&E phase, which includes bridge and road improvements, is estimated to be \$1,652,670 with a Federal contribution of \$1,150,620 (88.53%) and local match contribution of \$149,075 (11.47%) plus the excess cost of \$352,975, which will be shared proportionately based on the design work associated with each party's respective jurisdiction. The local match shares for PS&E road improvement are estimated as follows: COUNTY \$67,400 (20.44%), TOWN \$262,400 (79.56%) and CITY \$0.00 (0%). The local match shares for PS&E bridge improvement are estimated as follows: COUNTY \$0.00 (0%), TOWN \$172,250 (100%) and CITY \$0.00 (0%), as more particularly set forth in Exhibit "A-1", attached hereto and incorporated herein by reference; and

3. DELETE the existing paragraph 1.4 and REPLACE it with a revised paragraph 1.4, which shall read as follows:

1.4 Pay its proportionate share of the local match costs associated with the PROJECT, which are as follows: environmental compliance \$126,500 (32.03%), road improvement PS&E \$262,400 (79.56%) and bridge improvement PS&E \$172,250 (100%). TOWN shall be responsible for the sum of \$561,150 plus its share of any PROJECT cost increases pursuant to paragraph 4.9 below. In no event shall COUNTY and

CITY's local match shares of costs exceed \$206,450 and \$129,400, respectively, absent a written amendment to this Agreement approved pursuant to paragraph 4.11, unless paragraph 4.9 is imposed.

4. DELETE the existing paragraph 2.1 and REPLACE it with a revised paragraph 2.1, which shall read as follows:

2.1 Pay its proportionate share of the local match costs associated with the PROJECT, which are as follows: environmental compliance \$139,050 (35.21%), road improvement PS&E \$67,400 (20.44%) and bridge improvement PS&E \$0.00 (0%). COUNTY shall be responsible for the sum of \$206,450 plus its share of any PROJECT cost increases pursuant to paragraph 4.9 below.
5. DELETE the existing paragraph 3.1 and REPLACE it with a revised paragraph 3.1, which shall read as follows:

3.1 Pay its proportionate share of the local match costs associated with the PROJECT, which are as follows: environmental compliance \$129,400 (32.76%), road improvement PS&E \$0.00 (0%) and bridge improvement PS&E \$0.00 (0%). CITY shall be responsible for the sum of \$129,400 plus its share of any PROJECT cost increases pursuant to paragraph 4.9 below.
6. DELETE the existing paragraph 4.9 and REPLACE it with a revised paragraph 4.9, which shall read as follows:

4.9 If either COUNTY or TOWN or CITY requests 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 contract cost, unless all of the Parties agree to allocate the cost in accordance with the percentage allocation provided above, or in some other mutually acceptable manner.
7. DELETE the existing paragraph 4.11 and REPLACE it with a revised paragraph 4.11, which shall read as follows:

4.11 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all of the Parties.
8. DELETE the existing paragraph 4.12 and REPLACE it with a revised paragraph 4.12, which shall read as follows:

4.12 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between COUNTY, TOWN and CITY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
9. ADD paragraph 4.18, which shall read as follows:

4.18 This Agreement shall be for a term of three (3) years and shall be terminated upon project completion as described in paragraph 4.10 or September 30, 2016 (whichever occurs first), but may be cancelled upon thirty (30) days advance written notice of either party.
10. REPLACE Exhibit "A" with the attached revised Exhibit "A-1".
11. REPLACE all references to Exhibit "A" in the Agreement with references to Exhibit "A-1".

12. Except as amended by this Agreement, all other terms and conditions of County Contract No. 07-1076 shall remain the same.
13. The recitals of this Amendment are incorporated into the Agreement by reference.
14. This Amendment No. 1 to the Agreement, County Contract No. 07-1076, is effective on the date it is approved and signed by all of the Parties.

COUNTY OF SAN BERNARDINO

▶ _____
 Janice Rutherford, Chair, Board of Supervisors

Dated: _____

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

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

By _____
Deputy

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
▶ _____ County Counsel	▶ _____	▶ _____ Department Head
Date _____	Date _____	Date _____

CITY OF VICTORVILLE

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

▶ _____
(Authorized signature - sign in blue ink)

Name: Ryan McEachron
(Print or type name of person signing contract)

Title: Mayor
(Print or Type)

Dated: _____

Address: 14343 Civic Drive, P.O. Box 5001
Victorville, CA 92393-5001

Approved as to Legal Form	City of Victorville Clerk	City of Victorville Risk Manager
▶ Andre De Bortnowsky, City Attorney	▶ Carolee Bates, City Clerk	▶ Chuck Buquet
Date _____	Date _____	Date _____

TOWN OF APPLE VALLEY

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

▶ _____
(Authorized signature - sign in blue ink)

Name: Curt Emick
(Print or type name of person signing contract)

Title: Mayor
(Print or Type)

Dated: _____

Address: 14955 Dale Evans Parkway
Apple Valley, CA 92307

Approved as to legal form:

APPLE VALLEY Attorney

Dated: _____

EXHIBIT A-1

ESTIMATE OF PROJECT COSTS

**COUNTY OF SAN BERNARDINO/TOWN OF APPLE VALLEY/CITY OF VICTORVILLE
FOR BRIDGE AND ROAD IMPROVEMENTS ALONG YUCCA LOMA/YATES ROADS**

IN THE APPLE VALLEY AREA

Project Costs

Description	Total Project Cost (a)	Total Eligible Federal Costs (b)	Federal Share (88.53%) (c)	Local Match Share (11.47%) (d)	Remaining Balance Local Share (e) = (a-c-d)	Total Local Share (f) = (d+e)
Environmental Compliance	\$2,044,330	\$1,863,075	\$1,649,380	\$213,695	\$181,255	\$394,950
PS&E Road	\$1,008,655	\$766,810	\$678,855	\$87,955	\$241,845	\$329,800
PS&E Bridge	\$ 644,015	\$532,885	\$471,765	\$61,120	\$111,130	\$172,250
Total	\$3,697,000	\$3,162,770	\$2,800,000	\$362,770	\$534,230	\$897,000

Total Local Share of Cost by Party

Description	Total Local Share	County of San Bernardino Share	% of Project Local Share County	Town of Apple Valley Share	% of Project Local Share Town	City of Victorville Share	% of Project Local Share Victorville
Environmental Compliance	\$394,950	\$139,050	35.21%	\$126,500	32.03%	\$129,400	32.76%
PS&E Road	\$329,800	\$67,400	20.44%	\$262,400	79.56%	\$0	0%
PS&E Bridge	\$172,250	\$0	0%	\$172,250	100%	\$0	0%
Total	\$897,000	\$206,450	23.02%	\$561,150	62.56%	\$129,400	14.42%