



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** February 25, 2014

From: Brad Miller, Town Engineer **Item No:** 3
Engineering Department

Subject: FUNDING AGREEMENT WITH SAN BERNARDINO COUNTY PUBLIC WORKS DEPARTMENT, AND WITH VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWRA), FOR THE RELOCATION OF AN EXISTING WASTE WATER TESTING STATION LOCATED ON YATES ROAD.

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

RECOMMENDED ACTION:

That the Town Council approve the Funding Agreement with Victor Valley Wastewater Reclamation Authority (VWRA), and the San Bernardino County Public Works Department for the Relocation of an existing waste water testing station located on Yates Road.

SUMMARY:

The development of the Yucca Loma Bridge/ Yates Road/ Green Tree Blvd Transportation Corridor has necessitated the relocation of an existing Victor Valley Wastewater Reclamation Authority (VWRA) sewer testing station located near the current roadway shoulder along Yates Road. In preparation for the commencement of this major component of the Yucca Loma/ Yates Road / Green Tree Blvd Transportation Corridor, a Funding Agreement has been prepared between the Town of Apple Valley, San Bernardino County Public Works Department, and the Victor Valley Water Reclamation Authority for the purpose of authorizing the Town of Apple Valley to be lead agency from the required relocation, and to include this work in the Yates Road widening component of the Yucca Loma Bridge Project. The Funding Agreement before Town Council this evening includes a pledge of 89.0% of the relocation cost from

VVWRA, and 11% of the relocation cost from San Bernardino County Public Works Department. The Town of Apple Valley has no share of the relocation cost.

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

FISCAL IMPACT:

The Town will serve as lead agency for this work, and funding is included in the Yucca Loma Bridge Project budget. The Town will be reimbursed for this work by both VVWRA and San Bernardino County Public Works Department as defined in the Funding Agreement.

ATTACHMENT:

Town of Apple Valley/Victor Valley Wastewater Reclamation Authority/ San Bernardino County Public Works Department Funding Agreement.





County of San Bernardino
F A S
STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code	SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change	TOWNOFA303 A		TRA			
<input type="checkbox"/> Cancel	ePro Vendor Number				ePro Contract Number	
County Department			Dept.	Orgn.	Contractor's License No.	
Public Works - Transportation			TRA	TRA		
County Department Contract Representative				Telephone		Total Contract Amount
Eric D. Jacobsen, Supervising Transportation Analyst				(909)387-8166		\$113,436
Contract Type						
<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	
91200						
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
SAA	TRA	TRA	200	2445	14H14218	\$113,436
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			Estimated Payment Total by Fiscal Year			
Yates Road			FY	Amount	I/D	
Relocation Work			13/14	113,436	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
 Victor Valley Wastewater Reclamation Authority
 Address
 15776 Main Street, Suite 3

hereinafter called AUTHORITY

Hesperia, CA 92345
 Telephone (760) 948 - 9849 Federal ID No. or Social Security No.

Name
 Town of Apple Valley
 Address
 14955 Dale Evans Parkway

hereinafter called APPLE VALLEY

Apple Valley, CA 92307
 Telephone (760) 240 - 7000 Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (hereinafter referred to as "COUNTY"), Victor Valley Wastewater Reclamation Authority (hereinafter referred to as "AUTHORITY") and the Town of Apple Valley (hereinafter referred to as "APPLE VALLEY") desire to cooperate and jointly participate in a road improvement

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

project along Yates Road, between Fortuna Lane and Park Road, located within the unincorporated area of the COUNTY in Apple Valley (hereinafter referred to as "the PROJECT"); and

WHEREAS, Yates Road, from Fortuna Lane to Park Road, will be widened from two-lanes to four-lanes, including intersection improvements, signal and addition of soundwalls; and

WHEREAS, COUNTY and APPLE VALLEY previously entered into Contract No. 11-238 on May 3, 2011, to design roadway improvements on Yates Road; and

WHEREAS, as a necessity by virtue of the construction of the PROJECT, a portion of the AUTHORITY's existing sewer testing station and appurtenances (collectively referred to as STATION) partially inside COUNTY road right of way and partially inside AUTHORITY easement will be relocated (hereinafter referred to as RELOCATION) to approximately 220 feet north westerly of its current location as part of the PROJECT, as they are now in conflict with the proposed design of the PROJECT; and

WHEREAS, AUTHORITY, COUNTY and APPLE VALLEY wish to enter into this Agreement ("Agreement") for design, construction and construction support services necessary to manage and construct the RELOCATION concurrently with the PROJECT to minimize public inconvenience; and

WHEREAS, construction costs for the RELOCATION are estimated to be \$198,000. AUTHORITY's share of the RELOCATION costs is estimated to be \$84,564 (42.71%), COUNTY's share of the RELOCATION costs is estimated to be \$113,436 (57.29%) and APPLE VALLEY's share of the RELOCATION costs is estimated to be \$0.00 (0%), as more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY, San Bernardino County Transportation Authority and APPLE VALLEY entered into County Contract No. 13-227 on May 7, 2013 designating funding responsibilities and to designate APPLE VALLEY as the lead agency for the construction of the PROJECT; and

WHEREAS, San Bernardino County Transportation Authority reimbursement to COUNTY pursuant to County Contract No. 13-227 will fund the COUNTY's share of the RELOCATION costs; and

WHEREAS, AUTHORITY, COUNTY and APPLE VALLEY desire to set forth responsibilities and obligations of each as they pertain to contracting, funding, construction and administration of the proposed RELOCATION.

NOW, THEREFORE, AUTHORITY, COUNTY and APPLE VALLEY agree to the following:

1.0 APPLE VALLEY AGREES TO:

- 1.1 Act as the Lead Agency in the design, construction, and construction engineering, and CEQA compliance of the RELOCATION.
- 1.2 Provide plans and specifications for the RELOCATION for COUNTY's and AUTHORITY's review and approval.
- 1.3 Obtain a no-cost permit from the COUNTY and AUTHORITY for construction of the RELOCATION.
- 1.4 Advertise, award, and administer construction of the RELOCATION in accordance with the provisions of the California Public Contract Code applicable to counties and all other applicable state laws.
- 1.5 Require all contractors and vendors working on the RELOCATION to have appropriate and adequate insurance coverage for the mutual protection and benefit of APPLE VALLEY, AUTHORITY and COUNTY.
- 1.6 Accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into APPLE VALLEY's designated checking or other bank account. APPLE VALLEY shall

promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

- 1.7 Have zero (0) percent financial obligations for RELOCATION design and RELOCATION costs.
- 1.8 Submit to the COUNTY and AUTHORITY, on a monthly basis, an itemized accounting of actual RELOCATION costs incurred by APPLE VALLEY to date and which have not already been paid by the COUNTY and AUTHORITY, as provided herein. Costs shall be amended following APPLE VALLEY, COUNTY, and AUTHORITY acceptance of the final construction cost accounting.
- 1.9 Within forty-five (45) days of completion of the RELOCATION, submit to COUNTY and AUTHORITY an itemized accounting of actual RELOCATION costs incurred by APPLE VALLEY and a statement for COUNTY's and AUTHORITY's funding obligation for the RELOCATION costs, as provided herein. APPLE VALLEY shall include with the itemized accounting an invoice or refund to COUNTY and/or AUTHORITY if the amounts paid by said parties are less or greater than COUNTY's and/or AUTHORITY's funding obligation for the RELOCATION costs.
- 1.10 Comply with any applicable requirements of the California Environmental Quality Act (CEQA), California Public Resources Code section 21000 et seq., as well as completing the required CEQA documentation.
- 1.11 Require its contractors and subcontractors performing work on the RELOCATION to add COUNTY and AUTHORITY as an additional insured to all liability insurance policies required of APPLE VALLEY's contractors, with the issuance of certificates and endorsements providing that such insurance is primary with respect to COUNTY and AUTHORITY and noncontributing to any insurance or self-insurance maintained by COUNTY and AUTHORITY. Copies of the certificates and endorsements shall be delivered to COUNTY and AUTHORITY prior to APPLE VALLEY's contractor(s) commencing work on the RELOCATION.
- 1.12 APPLE VALLEY shall attempt to resolve any and all claims of laborers and materialmen performing work or supplying goods for RELOCATION. Costs associated with the resolution and/or payment of claims of laborers and/or materialmen performing work or supplying goods for the RELOCATION shall be considered RELOCATION costs and shall be paid by COUNTY and AUTHORITY unless the claim falls under paragraphs 4.1 through 4.7.
- 1.13 Require its contractor to maintain a labor and materials bond and a faithful performance bond, each in a penal sum equal to one hundred percent of the contract price for the RELOCATION. All bonds required for the RELOCATION shall include the COUNTY, AUTHORITY and APPLE VALLEY as triple obligees. Copies of such bonds shall be delivered to COUNTY and AUTHORITY prior to the commencement of any work on the RELOCATION.
- 1.14 If requested by AUTHORITY, provide adequate inspection of all RELOCATION work performed under the RELOCATION construction contract and maintain adequate records of inspection and materials testing for review by COUNTY and/or AUTHORITY. APPLE VALLEY shall provide copies of any records of inspection and materials testing to COUNTY and/or AUTHORITY within ten (10) days of APPLE VALLEY's receipt of written demand from COUNTY and/or AUTHORITY for such records.
- 1.15 Ensure its contractor(s) 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.

2.0 COUNTY AGREES TO:

- 2.1 Pay to APPLE VALLEY COUNTY's proportionate share of the RELOCATION costs, which shall be 57.29% of RELOCATION costs (see Exhibit A), and which shall not exceed \$124,780 (COUNTY's proportionate share of RELOCATION cost estimated at \$113,436 plus \$11,344 (10% contingency). The RELOCATION costs shall include the cost of RELOCATION design, construction, construction engineering, and CEQA compliance.

COUNTY's share of the RELOCATION cost shall not exceed \$124,780 absent a written amendment to this Agreement approved by all parties pursuant to paragraph 4.16.

- 2.2 Pay to APPLE VALLEY, on a reimbursement basis, its share of RELOCATION costs within thirty (30) days after receipt of an itemized statement as set forth in paragraph 1.8 of this Agreement, setting forth all actual RELOCATION costs incurred by APPLE VALLEY to date and which have not already been paid by COUNTY, together with adequate documentation of said expenditures.
- 2.3 Provide a no-cost permit to APPLE VALLEY for the RELOCATION.
- 2.4 Participate with APPLE VALLEY and AUTHORITY in scheduling construction of the RELOCATION.

3.0 AUTHORITY AGREES TO:

- 3.1 Pay to APPLE VALLEY its proportionate share of the RELOCATION costs, which shall be 42.71% of the RELOCATION costs (see Exhibit A) and which shall not exceed \$93,020 (AUTHORITY's proportionate share of RELOCATION cost estimated at \$84,564 plus \$8,456 (10% contingency)). The RELOCATION costs shall include the cost of RELOCATION design, construction, construction engineering, and CEQA compliance. AUTHORITY's share of the RELOCATION cost shall not exceed \$93,020 absent a written amendment to this Agreement approved by all parties pursuant to paragraph 4.16.
- 3.2 Pay to APPLE VALLEY, on a reimbursement basis, its share of RELOCATION costs within thirty (30) days after receipt of an itemized statement as set forth in paragraph 1.8 of this Agreement, setting forth all actual RELOCATION costs incurred by APPLE VALLEY to date and which have not already been paid by AUTHORITY, together with adequate documentation of said expenditures.
- 3.3 Provide a no-cost permit to APPLE VALLEY for the RELOCATION.
- 3.4 Participate with APPLE VALLEY and COUNTY in scheduling construction of the RELOCATION.
- 3.5 Provide adequate inspection of all RELOCATION work and maintain adequate records of inspection and materials testing for review by COUNTY and APPLE VALLEY. AUTHORITY shall provide copies of any records of inspection and materials testing to COUNTY and/or APPLE VALLEY within ten (10) days of AUTHORITY's receipt of written demand from COUNTY and/or APPLE VALLEY for such records. AUTHORITY shall have final inspection and approval authority for the RELOCATION whether or not AUTHORITY delegates all or a portion of its inspection duties to APPLE VALLEY.
- 3.6 After APPLE VALLEY's, COUNTY's, and AUTHORITY's acceptance of the RELOCATION work, AUTHORITY shall accept ownership of the relocated STATION and appurtenances, including lifetime maintenance of the STATION.

4.0 IT IS MUTUALLY AGREED:

- 4.1 COUNTY agrees to indemnify, defend and hold harmless APPLE VALLEY, and its employees, officers, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of COUNTY's obligations under this Agreement.
- 4.2 COUNTY agrees to indemnify, defend and hold harmless AUTHORITY, and its employees, officers, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of COUNTY's obligations under this Agreement.
- 4.3 APPLE VALLEY agrees to indemnify, defend and hold harmless the COUNTY and its employees, officers, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of APPLE VALLEY's obligations under this Agreement.
- 4.4 APPLE VALLEY agrees to indemnify, defend and hold harmless AUTHORITY and its employees, officers, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of APPLE VALLEY's obligations under this Agreement.
- 4.5 AUTHORITY agrees to indemnify, defend and hold harmless the COUNTY and its employees, officers, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of AUTHORITY's obligations under this Agreement.

- 4.6 AUTHORITY agrees to indemnify, defend and hold harmless APPLE VALLEY and its employees, officers, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of AUTHORITY's obligations under this Agreement.
- 4.7. In the event the COUNTY and/or APPLE VALLEY and/or AUTHORITY is/are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or APPLE VALLEY and/or AUTHORITY shall indemnify the other to the extent of its comparative fault. This shall have no application to any pending suit that may exist at the time of the execution of this agreement.
- 4.8 COUNTY, AUTHORITY and APPLE VALLEY are self-insured public entities for the purpose of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrants that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of COUNTY, AUTHORITY and APPLE VALLEY's performance of this Agreement.
- 4.9 APPLE VALLEY shall notify COUNTY and AUTHORITY of the bids received and the amounts thereof.
- 4.10 If after opening bids for the RELOCATION, it is found that a cost overrun of 10% or less of the estimated RELOCATION costs will occur, APPLE VALLEY may award the contract.
- 4.11 If, after opening bids for the RELOCATION, it is found that a cost overrun exceeding 10% of the estimated RELOCATION costs will occur, APPLE VALLEY shall not award a contract for the RELOCATION. Rather COUNTY, AUTHORITY and APPLE VALLEY shall endeavor to agree upon an alternative course of action. If, after thirty (30) working days, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.
- 4.12 In the event that change orders are required during the course of the RELOCATION, said change orders must be in form and substance as set forth in the attached Exhibit "B" of this Agreement and approved by COUNTY, AUTHORITY and APPLE VALLEY. Contract Change Order forms will be delivered by fax or electronic mail and must be returned within ten (10) working days.
- 4.13 If this Agreement is funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009, APPLE VALLEY 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. APPLE VALLEY must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. APPLE VALLEY 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. APPLE VALLEY agrees 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.

APPLE VALLEY and its contractor(s) may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. APPLE VALLEY 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. APPLE VALLEY 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, APPLE VALLEY and its contractor(s) 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.

APPLE VALLEY and its contractor(s) 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. APPLE VALLEY and its contractor(s) 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

APPLE VALLEY agrees that both it and its contractors 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.

APPLE VALLEY agrees that it and its contractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

- 4.14 This Agreement may be cancelled upon thirty (30) days written notice of either party, provided however, this Agreement may not be canceled after APPLE VALLEY awards a contract to construct the RELOCATION. In the event of cancellation as provided herein, all RELOCATION 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 RELOCATION.
- 4.15 Except with respect to the Parties' maintenance and indemnification obligations contained herein, this Agreement shall terminate upon completion of the RELOCATION and payment of final billing by COUNTY and AUTHORITY or refund of any excess amount collected by APPLE VALLEY.
- 4.16 This Agreement contains the entire agreement of the Parties with respect to the 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.
- 4.17 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between APPLE VALLEY, COUNTY, and AUTHORITY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the RELOCATION, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
- 4.18 Time is of the essence for each and every provision of this Agreement.
- 4.19 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.
- 4.20 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.
- 4.21 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.
- 4.22 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 4.23 Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by the APPLE VALLEY, COUNTY, or AUTHORITY.
- 4.24 This Agreement shall become effective on the date it is approved by all parties to this Agreement and shall conclude upon satisfaction of the items identified in paragraph 4.15 or December 31, 2015 (whichever occurs first).
- 4.25 The Recitals are incorporated into the body of this Agreement.

SIGNATURES ARE ON THE FOLLOWING PAGE:

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

VICTOR VALLEY WASTEWATER RECLAMATION
AUTHORITY

► _____
Janice Rutherford, 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 _____

TOWN OF APPLE VALLEY

APPROVED AS TO FORM AND PROCEDURE:

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

By _____

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

Dated: _____

Title _____
(Print or Type)

Dated: _____

Address _____

APPROVED AS TO FORM AND PROCEDURE:

By _____
, APPLE VALLEY Attorney

Dated: _____

Approved as to Legal Form
► _____
Deputy County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____

Presented to BOS for Signature
► _____
Department Head
Date _____

ATTACHMENT A
ESTIMATE OF RELOCATION COSTS

**FOR COUNTY OF SAN BERNARDINO/VICTOR VALLEY WASTEWATER RECLAMATION
 AUTHORITY/TOWN OF APPLE VALLEY
 FOR YATES ROAD RELOCATION WORK**

APPLE VALLEY AREA

DESCRIPTION	ITEM	TOTAL COST OF RELOCATION	COUNTY % OF RELOCATION	COUNTY SHARE*	AUTHORITY % OF RELOCATION	AUTHORITY SHARE	APPLE VALLEY % OF RELOCATION	APPLE VALLEY SHARE
YATES ROAD Improvements	RELOCATION	\$198,000	57.29%	\$113,436	42.71%	\$84,564	0.0%	\$0
	TOTAL	\$198,000	57.29%	\$113,436	42.71%	\$84,564	0.0%	\$0

*County share will come from reimbursement from San Bernardino County Transportation Authority pursuant to County Contract 13-227

ATTACHMENT B

**CONTRACT CHANGE ORDER REVIEW/APPROVAL
PROJECT: YATES ROAD RELOCATION WORK**

COUNTY OF SAN BERNARDINO CONTRACT #
File: H14218

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

DATE OF VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY ACTION: ____/____/____

- APPROVED for Implementation with 100% Participation by VICTOR VALLEY WASTEWATER RECLAMATION
- APPROVED Subject to Comments/Revisions Accompanying This Document
- APPROVED With Limited Funding Participation by VICTOR VALLEY WASTEWATER RECLAMATION
 _____% of Actual Cost to be Funded by VICTOR VALLEY WASTEWATER RECLAMATION]
 VICTOR VALLEY WASTEWATER RECLAMATION Participation Not to Exceed \$ _____

DISAPPROVED -Not Acceptable to VICTOR VALLEY WASTEWATER RECLAMATION

DATE OF COUNTY ACTION: ____/____/____

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

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 VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY, 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 # 760-240-7399)
Signed Original for VICTOR VALLEY WASTEWATER RECLAMATION and APPLE VALLEY File