



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** December 9, 2014

From: Brad Miller, Town Engineer **Item No:** 9
Engineering Department

Subject: AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT 13-705
BETWEEN THE TOWN OF APPLE VALLEY AND THE COUNTY OF
SAN BERNARDINO FOR A CHIP SEAL PROJECT ON KIOWA ROAD

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

RECOMMENDED ACTION:

Approve Amendment No. 1 to Cooperative Agreement No. 13-705 between the Town of Apple Valley and The County of San Bernardino for a Chip Seal Project on Kiowa Road.

SUMMARY:

On August 13, 2013, the Apple Valley Town Council approved a Cooperative Agreement with the County of San Bernardino for a Chip Seal Project on Kiowa Road, from Van Dusen Road to Tussing Ranch Road. As a result of wider than estimated chip seal width and higher than anticipated project material costs, the final cost for the entire project is \$96,405.00, which is an increase of \$31,395.00 (from \$65,010.00 to \$96,405.00). The final cost exceeds the twenty-five percent (25%) overage allowance pursuant to the original Agreement, and therefore, an Amendment is necessary to increase the Town of Apple Valley's share in the project by \$8,128.00, (\$24,959.00 total).

FISCAL IMPACT:

Funding for payment of the Town's share of the estimated cost of this project is available in the FY 2014-2015 Measure I Local Fund. Upon approval, a budget amendment will be generated to allocate the necessary funds for the project.

ATTACHMENT:

Amendment No. 1 to Cooperative Agreement 13-705 between the Town of Apple Valley and the County of San Bernardino for a Chip Seal Project on Kiowa Road.

Vicinity Map

Not to Scale



County of San Bernardino
F A S
STANDARD CONTRACT
 First Amendment

FOR COUNTY USE ONLY

| | | | | | | |
|---|--------------------|---------------------|--|-----------------|--|--------|
| <input type="checkbox"/> New | FAS Vendor Code | SC | Dept. | A | Contract Number | |
| <input checked="" type="checkbox"/> Change | TOWNOFA303 A | | TRA | | 13-705 A-1 | |
| <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 | \$24,959 | |
| | | | Contract Type | | | |
| <input checked="" type="checkbox"/> Revenue | | | <input type="checkbox"/> Encumbered | | <input checked="" 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 | | 8/20/2013 | 9/30/2016 | \$16,831 | \$8,138 | |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No | Amount |
| SAA | TRA | TRA | | 8842 | 44H14683 | \$ |
| 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 | | | |
| | | | FY | Amount | I/D | FY |
| Kiowa Road | | | | | | |
| Chip Seal | | | | | | |

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
 Address
 14955 Dale Evans Parkway
 Apple Valley, CA 92307
 Telephone (760) 240 - 7000
 Federal ID No. or Social Security No.

hereinafter called APPLE VALLEY

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

WHEREAS, COUNTY and APPLE VALLEY previously entered into an agreement, County Contract No. 13-705 (hereinafter referred to as "the Agreement"), wherein COUNTY and APPLE VALLEY agreed to jointly participate in a maintenance project to apply a chip seal on the pavement of Kiowa Road, between Van Dusen Road and Tussing Ranch Road (hereinafter referred to as PROJECT); and

WHEREAS, the Agreement provided that COUNTY and APPLE VALLEY would share costs associated with this PROJECT, COUNTY's share of cost was estimated to be \$48,179 (74.11% of PROJECT) and APPLE VALLEY's share of cost was estimated to be \$16,831 (25.89% of PROJECT), for a total PROJECT cost of \$65,010; and

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

WHEREAS, the PROJECT is complete; and

WHEREAS, as a result of wider than estimated chip seal width and higher than anticipated PROJECT material costs, final cost for the PROJECT is approximately \$96,405, which is an increase of \$31,395 (from \$65,010 to \$96,405); and

WHEREAS, the final cost for the PROJECT exceeds the 25 percent overage allowance pursuant to this Agreement and therefore, an amendment is necessary; and

WHEREAS, COUNTY's share is increasing by \$23,267 (to \$71,446) and APPLE VALLEY's share is increasing by \$8,128 (to \$24,959); and

WHEREAS, COUNTY and APPLE VALLEY now desire to amend the Agreement to revise the estimated PROJECT cost from \$65,010 to \$96,405.

NOW, THEREFORE, in consideration of mutual covenants and conditions provided herein, the Parties hereto agree the Agreement, County Contract No. 13-705, is amended as follows:

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

WHEREAS, the total cost of the PROJECT is estimated to be \$96,405; and

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

WHEREAS, COUNTY's share is estimated to be \$71,446 (74.11%) and APPLE VALLEY's share is estimated to be \$24,959 (25.89%), as more particularly set forth in Exhibit "A-1", attached hereto and incorporated herein by this 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 PROJECT costs, which shall be 74.11% of the estimated PROJECT costs (see Exhibit "A-1"). The PROJECT costs shall include the cost of the PROJECT construction, inspection, material and California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 et seq.) and COUNTY overhead costs. The COUNTY's proportionate share of cost for the PROJECT is estimated to be \$71,446 (74.11% of PROJECT). The COUNTY shall be responsible for the sum of \$71,446, plus its share of any PROJECT cost increases, pursuant to paragraph 3.6 below.

4. DELETE the existing paragraph 1.5 and REPLACE it with a revised paragraph 1.5, which shall read as follows:

1.5 Submit to APPLE VALLEY an itemized accounting of actual PROJECT costs incurred by the COUNTY to date and which have not been paid by APPLE VALLEY and a statement for APPLE VALLEY's proportionate share of the PROJECT costs, as provided herein. Costs

shall be amended following APPLE VALLEY and COUNTY's acceptance of the final construction cost accounting. In no event shall APPLE VALLEY's share of the PROJECT costs exceed a cost overrun of 25 percent (for a total not-to-exceed cost of \$31,199) of the estimate absent a written amendment to the Agreement approved by both Parties.

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

2.1 Pay to the COUNTY its proportionate share of the PROJECT costs, which shall be 25.89% of the PROJECT costs (see Exhibit "A-1"). The PROJECT costs shall include the cost of the PROJECT construction, inspection, material, CEQA compliance and COUNTY overhead costs. APPLE VALLEY's proportionate share of cost for the PROJECT is estimated to be \$24,959 (25.89% of PROJECT). APPLE VALLEY shall pay the sum of \$24,959 to the COUNTY within thirty (30) days after receipt of an invoice from the COUNTY, pursuant to paragraph 1.5. APPLE VALLEY shall be responsible for the sum of \$24,959, plus its share of any PROJECT cost increases, pursuant to paragraph 3.6 below.

6. DELETE the existing paragraph 2.2 and REPLACE it with a revised paragraph 2.2, which shall read as follows:

2.2 Pay to COUNTY, on a reimbursement basis, its share of PROJECT costs, including its proportionate share of any PROJECT cost increases pursuant to paragraph 3.6 below, within thirty (30) days after receipt of an itemized statement as set forth in paragraph 1.5 of this Agreement setting forth all actual PROJECT costs incurred by COUNTY to date and which have not already been paid by APPLE VALLEY, together with adequate documentation of said expenditures. APPLE VALLEY's share of the PROJECT costs shall not exceed a cost overrun of 25 percent (for a total not-to-exceed cost of \$31,211) of the estimate absent a written amendment to this Agreement approved by both Parties.

7. DELETE the existing paragraph 3.6 and REPLACE it with a revised paragraph 3.6, which shall read as follows:

3.6 The Parties acknowledge that final PROJECT cost may ultimately exceed current estimates of the PROJECT cost. Any additional PROJECT 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 APPLE VALLEY, which is addressed in paragraph 3.7 below) over the estimated total of the PROJECT cost of \$96,405 (which is the sum of \$71,446 from COUNTY and \$24,959 from APPLE VALLEY) shall be borne by each Party based upon where the work is required (e.g. whether the work is required in the COUNTY's or APPLE VALLEY's jurisdiction).

8. REPLACE Exhibit "A" with the attached revised Exhibit "A-1".

9. REPLACE all references to Exhibit "A" in the Agreement with references to Exhibit "A-1".

10. Except as amended by this Amendment No. 1, all other terms and conditions of County Contract No. 13-705 shall remain the same.

11. The recitals of this Amendment No. 1 are incorporated into the Agreement by reference.

12. This Amendment No. 1 to the Agreement, County Contract No. 13-705, is effective on the date it is approved and signed by both 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

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

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

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

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form
▶ _____
Scott Runyan, Deputy County Counsel
Date _____

Reviewed by Contract Compliance
▶ _____
Grant C. Mann
Date _____

Presented to BOS for Signature
▶ _____
Gerry Newcombe, Department Head
Date _____

EXHIBIT A-1

ESTIMATE OF PROJECT COSTS

**COUNTY OF SAN BERNARDINO/TOWN OF APPLE VALLEY
FOR KIOWA ROAD CHIP SEAL**

APPLE VALLEY AREA

| DESCRIPTION | LIMIT | TOTAL COST OF PROJECT | COUNTY OF SAN BERNARDINO SHARE | % OF PROJECT COUNTY | TOWN OF APPLE VALLEYSHARE | % OF PROJECT APPLE VALLEY |
|------------------------------|---------------------------------|-----------------------|--------------------------------|---------------------|---------------------------|---------------------------|
| Kiowa Road Chip Seal Project | Van Dusen Rd N/Tussing Ranch Rd | \$96,405 | \$71,446 | 74.11% | \$24,959 | 25.89% |
| TOTAL | | \$96,405 | \$71,446 | 74.11% | \$24,959 | 25.89% |