

The work remaining consists of restoration area maintenance along the north side of Yates Road. Coordination and compliance is also required with the various regulatory agencies including, but not limited to, Army Corps of Engineers, Lahontan Regional Water Quality Control Board, California Department of Fish and Wildlife and San Bernardino County Flood Control District.

FISCAL IMPACT:

The total estimated amount of restoration area maintenance related expenses of \$1,150,000.00 (one million one hundred fifty thousand dollars) is included in the Town's Adopted Budget for FY 2016-17 through 2020-21 as part of the Town's adopted Capital Improvement Program. The funding agreements with SBCTA and San Bernardino County require the Town first pay the contractors and then seek reimbursement per each of the respective agreements C12227 and 13-227 with each agency.

ATTACHMENT:

1. Amendment No. 1 to County Contract No. 13-227.



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 A		TRA		13-227 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
Sri Srirajan, P.E., Chief				(909)387-8166		\$1,867,635
Transportation Planning Division						
Contract Type						
<input type="checkbox"/> Revenue <input 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			12/30/2021	\$1,867,635	\$0	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
SAA	TRA	TRA	200	2445	14H14218	\$
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
Construction						

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

Name
San Bernardino County Transportation Authority hereinafter called AUTHORITY
Address
1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410
Telephone Federal ID No. or Social Security No.
(909) 884 - 8276

Name
Town of Apple Valley hereinafter called APPLE VALLEY
Address
14955 Dale Evans Parkway

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

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

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

WHEREAS, COUNTY, AUTHORITY and APPLE VALLEY (COUNTY, AUTHORITY and APPLE VALLEY are also each referred to herein as "Party" and collectively referred to herein as "Parties") previously entered into an agreement, County Contract No. 13-227 (hereinafter referred to as "the AGREEMENT"), wherein the Parties agreed to jointly participate in the construction of road improvements along Yates Road, between Fortuna Lane and Park Road, located within the unincorporated area of the County in the Apple Valley area (hereinafter referred to as the "PROJECT"); and

WHEREAS, as a condition of obtaining right-of-way permits for the PROJECT from the U.S. Army Corps of Engineers and the California Department of Fish and Wildlife, the Parties are required to revegetate/restore and maintain plants within a designated restoration area for five (5) years after the construction component of the PROJECT is completed (hereafter "Restoration Area Maintenance Work"); and

WHEREAS, the designated restoration area is on land that is or will be owned by the State of California and are part of Assessor's Parcel Numbers 0480-031-04 and 0480-031-06; and

WHEREAS, the construction component of the PROJECT was completed on September 13, 2016; and

WHEREAS, the total estimated cost of the Restoration Area Maintenance Work is \$1,150,000; and

WHEREAS, COUNTY's share of Restoration Area Maintenance Work is estimated to be \$299,000 (26%) and, of this amount, the AUTHORITY shall contribute an estimate of \$245,778 (82.2%) as part of the Public Share and County shall contribute an estimate of \$53,222 (17.8%), pursuant to AUTHORITY's Measure I 2010-2040 Nexus Study; and

WHEREAS, the funding allocation in the original agreement is adequate to cover the Restoration Area Maintenance Work due to the construction component of the PROJECT being completed below the estimate, which resulted in a PROJECT cost saving; and

WHEREAS, the Parties desire to amend the AGREEMENT to provide additional detail concerning Restoration Area Maintenance Work activities and extend the AGREEMENT termination date from June 30, 2017, to December 30, 2021, with no change to the total contract amount or the Parties construction phase shares identified in Attachment A; and

WHEREAS, APPLE VALLEY will serve as the lead agency in the Restoration Area Maintenance Work and shall be reimbursed by COUNTY and AUTHORITY for their respective share of cost as part of the construction phase.

NOW, THEREFORE, in consideration of mutual covenants and conditions provided herein, the Parties hereto agree the AGREEMENT, County Contract No. 13-227, is amended as follows:

1. DELETE the existing paragraph 1.1 and REPLACE it with a revised paragraph 1.1, which shall read as follows:

1.1 To serve as the Lead Agency in the construction of the PROJECT in conjunction with the Yucca Loma Bridge project, which includes the Restoration Area Maintenance Work.
2. DELETE the existing paragraph 4.15 and REPLACE it with a revised paragraph 4.15, which shall read as follows:

4.15 This AGREEMENT shall terminate upon PROJECT completion as described in Paragraph 4.16 below, or December 30, 2021, whichever occurs first.

3. DELETE the existing paragraph 4.16 and REPLACE it with a revised paragraph 4.16, which shall read as follows:

4.16 Except with respect to the Parties' indemnification obligation contained herein, this AGREEMENT shall terminate upon completion of the PROJECT construction, which includes the Restoration Area Maintenance Work, as well as payment of final billing by or pro rata refunds to COUNTY and AUTHORITY for their shares of the PROJECT costs.

4. Except as amended by this Amendment No. 1, all other terms and conditions of the AGREEMENT shall remain the same.

5. The recitals of this Amendment are incorporated into the AGREEMENT by reference.

6. This Amendment No. 1 is effective on the date it is approved and signed by all of the Parties.

7. This Amendment No. 1 may be signed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one agreement.

COUNTY OF SAN BERNARDINO

TOWN OF APPLE VALLEY

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

► _____
Robert A. Lovingood, Chairman, 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

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

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By _____
Robert A. Lovingood
President, Board of Directors

Dated: _____

APPROVED AS TO FORM:

By _____
Eileen Monaghan Teichert
AUTHORITY, General Counsel

Dated: _____

CONCURRENCE:

By _____
Jeffery Hill
Procurement Manager

Dated: _____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
▶ _____ Scott M. Runyan, Deputy County Counsel	▶ _____ Grant C. Mann, P.E., Chief	▶ _____ Gerry Newcombe, Department Head
Date _____	Date _____	Date _____