



San Bernardino County
Flood Control District

F A S

STANDARD CONTRACT

6 originals to Tom Fujiwara 3/26/08
w/ANK

OFFICIAL USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dist.	A	Contract Number	
Flood Control District Public Works		Dist.	Orgn.	Contractor's License No.		
		097	097			
Flood Control District Contract Representative Melissa Walker		Telephone 387-8120		Total Contract Amount \$4,000,000		
Contract Type ☐ Revenue ☒ Encumbered ☐ Unencumbered ☐ Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
						Amendment Amount
Fund RFF	Dept. 092	Organization 092	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 78F02082	Amount \$4,000,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Drainage Improvement @ Alabama Street /City Creek			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
			07/08	\$4,000,000		

THIS AGREEMENT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereinafter called the **District**, and

Name

City of San Bernardino

hereinafter called

SAN BERNARDINO

Address

300 North D Street

San Bernardino, CA 92418

Telephone

909 384-5211

Federal ID No. or Social Security No.

Name

City of Redlands

hereinafter called

REDLANDS

Address

35 Cajon Street

Redlands, CA 92373

Telephone

909 798-7655

Federal ID No. or Social Security No.

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

Name City of Highland hereinafter called HIGHLAND
Address 27215 Baseline
Highland, CA 92346
Telephone 909 864-6861 Federal ID No. or Social Security No. _____
Name Inland Valley Development Agency hereinafter called IVDA
Address 294 So. Leland-Norton Way, Suite 1
San Bernardino, CA 92408
Telephone 909 382-4100 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, the San Bernardino County Flood Control District (hereinafter referred to as **DISTRICT**), the City of San Bernardino (hereinafter referred to as **SAN BERNARDINO**), the City of Redlands (hereinafter referred to as **REDLANDS**), Inland Valley Development Agency (hereinafter referred to as **IVDA**) and the City of Highland (hereinafter referred to as **HIGHLAND**) are signatories to this agreement, and all shall be collectively known as "the **PARTIES**"; and

WHEREAS, the **PARTIES** desire to cooperate and jointly participate in environmental mitigation, construction and construction engineering for drainage improvements, including the installation of drainage culverts and bank protection at the Alabama Street crossing at City Creek (hereinafter referred to as **PROJECT**); and

WHEREAS, **PARTIES** desire to commence construction of the **PROJECT** in spring 2008; and

WHEREAS, construction plans, special provisions and cost estimates for the **PROJECT** shall be approved by the **PARTIES** prior to advertise of the **PROJECT**; and

WHEREAS, the **PROJECT** will be of mutual benefit to the **PARTIES**; and

WHEREAS, the **DISTRICT** has received approval from Federal Highways Administration (hereinafter referred to as **FHWA**) for the funding of the permanent restoration work and will coordinate with Federal Agencies for reimbursement claims for the **PROJECT**; and

WHEREAS, the **DISTRICT** has received approval for funding from **FHWA** (88.53% of **PROJECT** costs) and State Office of Emergency Services (hereinafter referred to as **State OES**) (8.6% of **PROJECT** costs) for the **PROJECT**; and

WHEREAS, the **DISTRICT**, **SAN BERNARDINO**, **REDLANDS**, **IVDA** and **HIGHLAND** desire to fund the final local match and any cost increase of the **PROJECT** cost; and

WHEREAS, the **DISTRICT** will reimburse **SAN BERNARDINO**, **REDLANDS**, **IVDA** and **HIGHLAND** as reimbursement is received from **FHWA** and **State OES**; and

WHEREAS, the **DISTRICT**, **SAN BERNARDINO**, **IVDA** and **HIGHLAND** desire to use local funds initially toward the **PROJECT**; and

WHEREAS, the total project cost is estimated to be \$4,000,000 of which **DISTRICT's** initial share is estimated at 24.9% (\$994,260), **SAN BERNARDINO's** initial share is estimated at 24.9% (\$994,260), **IVDA's** initial share is estimated at 24.9% (\$994,260), **REDLANDS'** share is estimated at 0.6% (\$22,960), and **HIGHLAND's** initial share is estimated at 24.9% (\$994,260), as shown in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the **PARTIES** desire to set forth responsibilities and obligations of each as pertains to such participation and to the completion of the proposed project.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 **DISTRICT AGREES TO**

- 1.1 Act as the Lead Agency in construction and construction engineering of the **PROJECT**.
- 1.2 Pay its proportionate share (\$994,260) of the **PROJECT** cost, and any cost increases pursuant to Section 6.13 below, within thirty (30) days after receipt of a final itemized statement as set forth in Section 1.11 of this Agreement, setting forth all actual **PROJECT** costs incurred by the **DISTRICT** to date and which have not already been paid by **SAN BERNARDINO**, **REDLANDS**, **IVDA** and **HIGHLAND**, together with adequate documentation of said expenditures.
- 1.3 Construct the **PROJECT** by agreement in accordance with the plans and specifications of the **DISTRICT** who will seek approval from **SAN BERNARDINO**, **REDLANDS**, **IVDA** and **HIGHLAND**.
- 1.4 Arrange for relocation of any utilities, which interfere with construction of the **PROJECT** within the unincorporated area of the **PROJECT** site.
- 1.5 Obtain a no-cost permit from **SAN BERNARDINO**, **REDLANDS**, **IVDA** and **HIGHLAND** for work within the respective right-of-way of each.
- 1.6 Advertise, award, administer, and fund the construction of the **PROJECT**, in accordance with the California Public Contract Code.
- 1.7 Require its contractors to maintain Workers' Compensation Insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the contractor and all risks to such persons under this Agreement. Comprehensive General Liability to include contractual coverage and Automobile Liability Insurance to include coverage for owned, hired and non-owned vehicles. The Comprehensive General and Automobile Liability policies shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) and shall name the **PARTIES** as additional insured.

Waiver of Subrogation Rights – Contractors shall require the carriers of the above required coverages to waive all rights of subrogation against the **DISTRICT**, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the **DISTRICT**.

- 1.8 Provide adequate inspection of all items of work performed under the construction contract(s) with the **DISTRICT's** contractors or subcontractors for the **PROJECT** and maintain adequate records of inspection and materials testing for review by **SAN BERNARDINO, REDLANDS, IVDA** and **HIGHLAND**. The **DISTRICT** shall provide copies of any records of inspection and materials testing to **SAN BERNARDINO, REDLANDS, IVDA** and **HIGHLAND** within ten (10) days of the **DISTRICT's** receipt of written demand from **SAN BERNARDINO, REDLANDS, IVDA** and **HIGHLAND** for such records.
- 1.9 All **PROJECT** costs including the cost of **PROJECT** construction, construction engineering, and overhead costs shall be paid for by the **PARTIES**. The **DISTRICT** shall submit requests for funding and final costs to FHWA and State OES and distribute funding reimbursement to **SAN BERNARDINO, REDLANDS, IVDA** and **HIGHLAND** based on their fair share contributions within thirty (30) days of receipt of those funds from FHWA and State OES. **DISTRICT** shall reimburse **SAN BERNARDINO, REDLANDS, IVDA** and **HIGHLAND** their proportionate shares within three (3) years of the approval of this agreement.
- 1.10 After acceptance of the construction contract work by the **PARTIES**, the **DISTRICT** shall be responsible for the maintenance of the completed improvement within the **DISTRICT's** right-of-way.
- 1.11 Submit to **SAN BERNARDINO, REDLANDS, IVDA** and **HIGHLAND** a final itemized accounting of actual **PROJECT** costs incurred by the **DISTRICT** to date and which have not already been paid by **SAN BERNARDINO, REDLANDS, IVDA** and **HIGHLAND** and a statement for **SAN BERNARDINO, REDLANDS, IVDA** and **HIGHLAND** proportionate share of the **PROJECT** costs as provided herein. Costs shall be amended following acceptance of the final construction cost accounting by the **PARTIES**.

2.0 **SAN BERNARDINO AGREES TO:**

- 2.1 Pay to the **DISTRICT**, after bid opening and prior to award of contract to successful bidder, its proportionate share (\$994,260) of the **PROJECT** cost, and any cost increases pursuant to Section 6.13 below, within thirty (30) days after receipt of a final itemized statement as set forth in Section 1.11 of this Agreement setting forth all actual **PROJECT** costs incurred by the **DISTRICT** to date and which have not already been paid by **SAN BERNARDINO, REDLANDS, IVDA** and **HIGHLAND**, together with adequate documentation of said expenditures.
- 2.2 Provide a no-cost permit to the **DISTRICT** for its work in **SAN BERNARDINO's** right-of-way.
- 2.3 Pay for and assist in coordinating relocation of any unknown or unforeseen utilities, which interfere with construction of the **PROJECT** within the **SAN BERNARDINO's** area of the **PROJECT** site.
- 2.4 After the acceptance of the construction contract work by the **PARTIES**, **SAN BERNARDINO** shall be responsible for the maintenance of the completed improvement within **SAN BERNARDINO's** right-of-way.

3.0 **REDLANDS AGREES TO:**

- 3.1 Pay to the **DISTRICT**, after bid opening and prior to award of contract to successful bidder, its proportionate share (\$22,960) of the **PROJECT** cost, and any cost increases pursuant to Section 6.13 below, within thirty (30) days after receipt of a final itemized statement as set forth in Section 1.11 of this Agreement setting forth all actual **PROJECT** costs incurred by the **DISTRICT** to date and which have not already been paid by **SAN BERNARDINO, REDLANDS, IVDA** and **HIGHLAND**, together with adequate documentation of said expenditures.

- 3.2 Provide a no-cost permit to the **DISTRICT** for its work in **REDLANDS'** right-of-way.
- 3.3 Pay for an assist in coordinating relocation of any unknown or unforeseen utilities, which interfere with construction of the **PROJECT** within the **REDLANDS'** area of the **PROJECT** site.
- 3.4 After acceptance of the construction contract work by the **PARTIES**, **REDLANDS** shall be responsible for the maintenance of the completed improvement within **REDLANDS'** right-of-way.

4.0 **IVDA AGREES TO:**

- 4.1 Pay to the **DISTRICT**, after bid opening and prior to award of contract to successful bidder, its proportionate share (\$994,260) of the **PROJECT** cost, and any cost increases pursuant to Section 6.13 below, within thirty (30) days after receipt of a final itemized statement as set forth in Section 1.11 of this Agreement setting forth all actual **PROJECT** costs incurred by the **DISTRICT** to date and which have not already been paid by **SAN BERNARDINO**, **REDLANDS**, **IVDA** and **HIGHLAND**, together with adequate documentation of said expenditures.

5.0 **HIGHLAND AGREES TO:**

- 5.1 Pay to the **DISTRICT**, after bid opening and prior to award of contract to successful bidder, its proportionate share (\$994,260) of the **PROJECT** cost, and any cost increases pursuant to Section 6.13 below, within thirty (30) days after receipt of a final itemized statement as set forth in Section 1.11 of this Agreement setting forth all actual **PROJECT** costs incurred by the **DISTRICT** to date and which have not already been paid by **SAN BERNARDINO**, **REDLANDS**, **IVDA** and **HIGHLAND**, together with adequate documentation of said expenditures.
- 5.2 Provide a no-cost permit to the **DISTRICT** for its work in **HIGHLAND's** right-of-way.
- 5.3 Pay for and assist in coordinating relocation of any unknown or unforeseen utilities, which interfere with construction of the **PROJECT** within the **HIGHLAND's** area of the **PROJECT** site.
- 5.4 After acceptance of the construction contract work by the **PARTIES**, **HIGHLAND** shall be responsible for the maintenance of the completed improvement within **HIGHLAND's** right-of-way.

6.0 **IT IS FURTHER UNDERSTOOD AND AGREED:**

- 6.1 The This Agreement shall become effective upon approval by the **Parties**.
- 6.2 All of the Flood Control **DISTRICT** revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the **DISTRICT** in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this Agreement are subject to the prior pledge of revenues described above. **DISTRICT** payments pursuant to this Agreement will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the **DISTRICT** from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the **DISTRICT** (including but not limited to,

all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the **DISTRICT** pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the **DISTRICT**, investment income and all other money howsoever derived by the **DISTRICT** from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the **DISTRICT**, (b) assessments levied pursuant to Section 7 or Section 26.9 of the San Bernardino County Flood Control Act (Cal. Uncod. Water Act, 6850 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the **DISTRICT**.

- 6.3 The **DISTRICT** agrees to indemnify and hold harmless **SAN BERNARDINO, REDLANDS, IVDA** and **HIGHLAND**, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of the **DISTRICT**, its officers, employees, agents or volunteers in connection with the **DISTRICT's** performance of its obligations under this Agreement.
- 6.4 **SAN BERNARDINO** agrees to indemnify and hold harmless the **DISTRICT, REDLANDS, IVDA** and **HIGHLAND**, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of **SAN BERNARDINO**, its officers, employees, agents or volunteers in connection with **SAN BERNARDINO's** performance of its obligations under this Agreement.
- 6.5 **REDLANDS** agrees to indemnify and hold harmless the **DISTRICT, SAN BERNARDINO, IVDA** and **HIGHLAND**, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of **REDLANDS** its officers, employees, agents or volunteers in connection with **REDLANDS'** performance of its obligations under this Agreement.
- 6.6 **HIGHLAND** agrees to indemnify and hold harmless the **DISTRICT, SAN BERNARDINO, REDLANDS**, and **IVDA**, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of **HIGHLAND** its officers, employees, agents or volunteers in connection with **HIGHLAND's** performance of its obligations under this Agreement.
- 6.7 In the event the **DISTRICT** and/or **SAN BERNARDINO** and/or **REDLANDS** and/or **IVDA** and/or **HIGHLAND** is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the **DISTRICT** and/or **SAN BERNARDINO** and/or **REDLANDS** and/or **IVDA** and/or **HIGHLAND** shall indemnify the other parties to the extent of its comparative fault. Furthermore, if the **PARTIES** attempts to seek recovery from the other parties for Workers' Compensation benefits paid to an employee, the **PARTIES** agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 6.8 The **DISTRICT, SAN BERNARDINO, REDLANDS**, and **HIGHLAND** are self-insured public entities for purposes of Professional Liability, General Liability, and Workers' Compensation. The **DISTRICT, SAN BERNARDINO, REDLANDS**, and **HIGHLAND** warrant that through their programs of self-insurance, they have adequate Professional Liability, General Liability and Workers' Compensation to provide coverage for liabilities arising out of the **PARTIES** performance of this Agreement.

- 6.9 After opening of bids, estimate of cost will be revised based on actual bid prices.
- 6.10 The **PARTIES** acknowledge that final **PROJECT** costs may ultimately exceed current estimates of **PROJECT** costs. Any additional **PROJECT** costs resulting from increased bid prices or change orders (but not from unforeseen conditions or requested additional work by a party which are addressed in Section 6.13 and 6.14 below) over the estimated total **PROJECT** costs of \$4,000,000 (which is the sum of \$994,260 from the **DISTRICT**, \$994,260 from **SAN BERNARDINO**, \$22,960 from **REDLANDS**, \$994,260 from **IVDA**, and \$994,260 from **HIGHLAND**) shall be borne at 24.9% equally by the **DISTRICT**, **SAN BERNARDINO**, **IVDA**, and **HIGHLAND**; **REDLANDS** shall carry 0.6% as part of the **PARTIES'** respective obligations to pay for **PROJECT** costs.
- 6.11 If after opening of bids for the **PROJECT** and if bids indicate a cost overrun of no more than 15% of the estimate, **DISTRICT** may award the contract and the cost of construction shall be borne pro rata by the **PARTIES** as part of the **PARTIES'** respective obligations to pay for **PROJECT** costs.
- 6.12 If, upon opening of bids, it is found that the costs exceed 15% of the cost of construction, **PARTIES** shall endeavor to agree upon an alternative course of action. 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.
- 6.13 Additional work/costs arising from unforeseen site conditions (e.g. relocating a Utility that the **PARTIES** were not aware of) will be paid by the **PARTIES** in proportion to the location of said work. If any **PARTY** 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 construction contract unit costs. The **PARTIES** recognize that **IVDA** is merely a funding source and as such has no jurisdiction over items that may be deemed to be unforeseen site conditions and as such, **IVDA** shall not be responsible for the payment of any additional work/costs arising from unforeseen site conditions.
- 6.14 In the event that change orders are required during the course of the **PROJECT**, said change orders must be in form and substance as set forth in attached Exhibit "B" of this Agreement and approved by the **PARTIES**. Contract Change Order forms will be delivered by fax and must be returned within two working days.
- 6.15 This Agreement may be cancelled upon thirty (30) days written notice of any party, provided however, that no party may cancel this Agreement after the **DISTRICT** lets a contract to construct the **PROJECT**. In the event of cancellation as provided herein, all **PROJECT** costs required to be paid by the **PARTIES** prior to the effective date of cancellation shall be paid by the parties in the proportion provided herein.
- 6.16 Except with respect to the **PARTIES'** operation, maintenance and indemnification obligations contained herein, this Agreement shall terminate upon completion of the **PROJECT** and payment of final billing by the **PARTIES** for their shares of the **PROJECT**.
- 6.17 This Agreement contains the entire agreement of the **PARTIES** with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing signed by all **PARTIES**.
- 6.18 This Agreement shall be governed by the laws of the State of California. Any action or proceeding among the **PARTIES** 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 prosecuted in the appropriate state court in the County of San Bernardino, California.

- 6.19 Time is of the essence for each and every provision of this Agreement.
- 6.20 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.
- 6.21 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all **PARTIES**.
- 6.22 No waiver of any default shall constitute a waiver of any other default or brief, 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 **PARTIES** any contractual rights by custom, estoppel, or otherwise.
- 6.23 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.
- 6.24 **PARTIES** shall accept all payments from **DISTRICT** via electronic funds transfer (EFT) directly deposited into the **PARTIES** designated checking or other bank account. **PARTIES** shall promptly comply with directions and accurately complete forms provided by **DISTRICT** required to process EFT payments. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of all **PARTIES**.
- 6.25 This Agreement may be signed in counterparts, each of which shall constitute an original.

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DRAINAGE IMPROVEMENT AT ALABAMA STREET/CITY CREEK

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf the of the IVDA and the Cities of **SAN BERNARDINO, REDLANDS** and **HIGHLAND** by their duly authorized officers and the **DISTRICT** has caused the same to be duly executed in its name and in its behalf by its duly authorized representatives, effective as of the date hereunder written.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

► _____
PAUL BIANE, Board Chairman

Dated: _____

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

Dena M. Smith, Secretary

By: _____
Deputy

Approved as to Legal Form

► _____
Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to Board for Signature

► _____

Department Head

Date _____

Rev 080307

DRAINAGE IMPROVEMENT AT ALABAMA STREET/CITY CREEK

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf the of the **IVDA** and the Cities of **SAN BERNARDINO, REDLANDS** and **HIGHLAND** by their duly authorized officers and the **DISTRICT** has caused the same to be duly executed in its name and in its behalf by its duly authorized representatives, effective as of the date hereunder written.

City of San Bernardino

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

▶

(Authorized signature - sign in blue ink)

Name Fred Wilson

(Print or type name of person signing contract)

Title City Manager

(Print or Type)

Dated: _____

Address 300 N. "D" Street

San Bernardino, CA 92418

Approved as to Legal Form

▶

City Counsel

Date

Attested by City Clerk

▶

City Clerk

Date

DRAINAGE IMPROVEMENT AT ALABAMA STREET/CITY CREEK

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf the of the **IVDA** and the Cities of **SAN BERNARDINO, REDLANDS** and **HIGHLAND** by their duly authorized officers and the **DISTRICT** has caused the same to be duly executed in its name and in its behalf by its duly authorized representatives, effective as of the date hereunder written.

City of Redlands

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

► 
(Authorized signature - sign in blue ink)

Name Jon Harrison
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: March 18, 2008

Address 35 Cajon Street

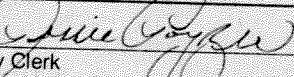
Redlands, CA 92373

Approved as to Legal Form

► 
City Counsel

Date March 18, 2008

Attested by City Clerk

► 
City Clerk

Date March 18, 2008

DRAINAGE IMPROVEMENT AT ALABAMA STREET/CITY CREEK

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf the of the **IVDA** and the Cities of **SAN BERNARDINO, REDLANDS** and **HIGHLAND** by their duly authorized officers and the **DISTRICT** has caused the same to be duly executed in its name and in its behalf by its duly authorized representatives, effective as of the date hereunder written.

City of Highland

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

▶

(Authorized signature - sign in blue ink)

Name Ross Jones

(Print or type name of person signing contract)

Title Mayor

(Print or Type)

Dated: _____

Address 27215 Baseline

Highland, CA 92346

Approved as to Legal Form

▶

City Counsel

Date _____

Attested by City Clerk

▶

City Clerk

Date _____

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf the of the **IVDA** and the Cities of **SAN BERNARDINO, REDLANDS** and **HIGHLAND** by their duly authorized officers and the **DISTRICT** has caused the same to be duly executed in its name and in its behalf by its duly authorized representatives, effective as of the date hereunder written.

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

(Authorized signature - sign in blue ink)

(Print or type name of person signing contract)

(Print or Type)

San Bernardino, CA 92408

Date _____

EXHIBIT "A"

ESTIMATE OF CONSTRUCTION COSTS

**FOR CITY OF SAN BERNARDINO, CITY OF REDLANDS, CITY OF HIGHLAND,
SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY,
SAN BERNARDINO DISTRICT FLOOD CONTROL DISTRICT
FOR DRAINAGE IMPROVEMENTS AT ALABAMA STREET / CITY CREEK**

DESCRIPTION	TOTAL COST OF PROJECT	DISTRICT SHARE	SAN BERNARDINO SHARE	REDLANDS SHARE	IVDA SHARE	HIGHLAND SHARE
Project	\$4,000,000	\$994,260	\$994,260	\$22,960	\$994,260	\$994,260
% of Project per District	100%	24.9%	24.9%	0.6%	24.9%	24.9%

PROJECT costs may be increased or decreased.

EXHIBIT "B"

CONTRACT CHANGE ORDER REVIEW/APPROVAL

PROJECT:

DRAINAGE IMPROVEMENT AT ALABAMA STREET / CITY CREEK
SAN BERNARDINO DISTRICT CONTRACT # _____

File: _____

Proposed Contract Change Order No. _____ has been reviewed in accordance with the existing agreements with the San Bernardino County Flood Control District, City of San Bernardino, City of Redlands, Inland Valley Development Agency and the City of Highland for the above project and the following shall apply:

DATE OF CITY/DISTRICT ACTION: ____/____/____

- ☐ APPROVED for Implementation with 100% Participation
- ☐ APPROVED Subject to Comments/Revisions Accompanying this Document
- ☐ APPROVED With Limited Funding Participation by the City/District
- ☐ _____ % of Actual Cost to be Funded by the City/District
- ☐ The City/District Participation Not to Exceed \$ _____
- ☐ DISAPPROVED -Not Acceptable to the City/District

Note: Approval under any of the above conditions shall in no case be constructed as agreement to increase the total financial participation beyond that prescribed in the existing SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, CITY OF SAN BERNARDINO, CITY OF HIGHLAND, INLAND VALLEY DEVELOPMENT AGENCY, and CITY OF REDLANDS 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

CITY/DISTRICT:

CITY/DISTRICT REPRESENTATIVE NAME AND TITLE:

CITY/DISTRICT REPRESENTATIVE SIGNATURE:

Distribution:

Signed Original Returned to San Bernardino County Flood Control District's Resident Engineer (FAX # 909-370-5154)