

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

February 14, 2012

FROM: GRANVILLE M. BOWMAN, Director
Department of Public Works - Transportation

**SUBJECT: PLANS, SPECIFICATIONS AND COOPERATIVE AGREEMENT WITH THE
CITY OF REDLANDS FOR CONSTRUCTION OF IMPROVEMENTS AT THE
INTERSECTION OF FIFTH AVENUE AND WALNUT STREET IN THE
MENTONE AREA**

RECOMMENDATION(S)

1. Approve **Cooperative Agreement No.12-95** between the County of San Bernardino (County) and the City of Redlands (City) in which the City will pay \$203,050 for the estimated costs for water line relocations required for the localized street and storm drain improvements at the intersection of Fifth Avenue and Walnut Street (Project), located in the Mentone area.
 2. Approve plans and specifications for the Project at the intersection of Fifth Avenue and Walnut Street in the Mentone area.
 3. Authorize the Director of Public Works to advertise for bids.
- (Affected Districts: Third)
(Presenter: Granville M. Bowman, Director, 387-7906)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Create, Maintain and Grow Jobs and Economic Value in the County.

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

Maintain Public Safety.

Pursue County Goals and Objectives by Working with Other Governmental Agencies.

FINANCIAL IMPACT

Approval of this item will result in no Net County Cost (Discretionary General Funding) as this project is financed by Proposition 1B. The total construction cost is estimated at \$1,563,000. Funds for the County's share of cost (\$1,359,950) are included in the Department's Fiscal Year 2011-12 Road Operations fund budget (SAA TRA TRA 14HB0012). The remaining additional cost (\$203,050) will be funded by the City.

The Board of Supervisors (Board) approved this project and allocation of Proposition 1B funds on April 8, 2008 (Item No. 21).

Page 1 of 3

cc: PW/Trans-Fogerson w/ agree
Contractor c/o PW/Trans w/ agree
Auditor-Accts Pay Mgr w/ agree
EBIX-BPO c/o Risk Mgmt
PW/Trans-Bowman
CAO-Valdez
File - w/ agree
jll 02/16/12

ITEM 32

Record of Action of the Board of Supervisors

APPROVED (CONSENT CALENDAR)

COUNTY OF SAN BERNARDINO

Board of Supervisors

MOTION	<u>AYE</u>	<u>SECOND</u>	<u>MOVE</u>	<u>AYE</u>	<u>AYE</u>
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY 

DATED: February 14, 2012

**PLANS, SPECIFICATIONS AND COOPERATIVE AGREEMENT WITH THE
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MENTONE AREA
FEBRUARY 14, 2012
PAGE 2 OF 3**

BACKGROUND INFORMATION

Approval of Recommendation No. 1 will allow the County to enter into a cooperative agreement with the City for the purpose of including water line relocations as part of the Project at Fifth Avenue and Walnut Street, in the Mentone area, and setting forth roles and responsibilities of each agency relative to the proposed Project. The City will pay the County all costs associated with the water line relocations, currently estimated at \$203,050.

The City has requested that the Department include the following water line improvements as part of the Project: install new 12" and 24" water lines, relocate fire hydrant, install air and vacuum assembly, and various other items of work associated with the water line relocations.

The Department recommends that the County enter into this cooperative agreement with the City and include the water line relocation improvements as part of the Project, since there is a County purpose in completing the necessary road and water line improvements at the same time and by the same contractor.

Upon award of the construction contract, the City will advance to the County the estimated cost of water line relocations (\$203,050) by the contractor. In the event the cost of the water line relocations are less than \$203,050, the County will refund the City the difference between the amount paid up-front by the City (\$203,050) and the actual cost of the water line relocations. In the event the water line relocations cost more than \$203,050, the County will invoice and the City shall pay the difference between the actual cost of the water line relocations and the amount paid up-front by the City (\$203,050).

This agreement will terminate upon completion of the Project and payment of the final billing by the City or December 31, 2013 (whichever occurs first).

Traffic volumes at the intersection of Fifth Avenue and Walnut Street have been increasing over time. The project consists of localized road widening on Fifth Avenue to improve the sight distance for motorists, localized road widening of Walnut Street, a left turn provision for traffic on Fifth Avenue to go to Walnut Street, construction of curbs and gutters, drainage improvements, fencing and irrigation relocations, and localized relocation of ten existing Canary Island Date Palms trees. The palm trees have been identified as regulated heritage trees under the County Development Code (Chapter 88.01). In accordance with the Code, the palm trees will be relocated onsite and appropriate measures for their removal and relocation will be taken. In the interest of public safety, the Project will be closed to through traffic. Convenient access to property owners adjacent to the Project and emergency vehicles will be provided. Public traffic will be routed around the construction on public streets. Appropriate measures will be taken to notify surrounding schools, businesses and residences of the road closure and detour. The Project required the acquisition of additional right-of-way.

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PAGE 3 OF 3**

Approval of Recommendation No. 2 will approve the project's plans and specifications (on file with the Clerk of the Board).

On January 25, 2011 (Item No. 34) the Board determined that the project was exempt under the California Environmental Quality Act (CEQA), approved the project as defined in the Notice of Exemption, and directed the Clerk of the Board to post said notice. Board approval is also required to approve the Project's plans and specifications (on file with the Clerk of the Board) and to advertise for bids in accordance with Sections 20124 and 22037 of the California Public Contract Code.

Approval of Recommendation No. 3 will also allow the Department to advertise for competitive bids with the bid opening date scheduled for March 22, 2012 and the award of the contract in April 2012. Upon determination of the lowest responsible and responsive bid, a recommendation to award a contract will be forwarded to the Board as a separate item.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Scott M. Runyan, Deputy County Counsel, 387-9022) on December 22, 2011 and the County Administrative Office (Beatriz Valdez, Public Works Chief Financial Officer, 387-1852) on January 27, 2012.



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept. TRA	A	Contract Number 12-95	
County Department Public Works - Transportation			Dept. TRA	Orgn. TRA	Contractor's License No.	
County Department Contract Representative Carrie L. Schindler, P.E. Chief			Telephone (909)387-8166		Total Contract Amount \$ 199,105	
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 SAA	Dept. TRA	Organization TRA	Appr.	Obj/Rev Source 9800	GRC/PROJ/JOB No 14H14551	Amount \$ 199,105
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 Fifth Avenue @ Walnut Street Waterline Relocation			Estimated Payment Total by Fiscal Year FY Amount I/D FY Amount I/D			

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

Name

City of Redlands

Address

35 Cajon Street

Redlands, CA 92373

Telephone

(909) 798 - 7655

Federal ID No. or Social Security No.

hereinafter called CITY

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (hereinafter referred to as COUNTY) has a roadway improvement project at Fifth Avenue and Walnut Street (hereinafter referred to as PROJECT), located within the unincorporated area near the City of Redlands (hereinafter referred to as CITY); and

WHEREAS, the PROJECT consists of roadway widening and the addition of two left-turn lanes on Fifth Avenue, roadway widening and construction of curb, gutter, and storm drain upgrades along Walnut Street, and relocation of fencing and ten existing Canary Island Date Palm trees located within the PROJECT area; and

WHEREAS, as a necessity by virtue of the construction of the PROJECT, a portion of the existing waterlines, water valves and appurtenances (collectively referred to as "waterlines") inside COUNTY road right of way will be relocated (hereinafter referred to as RELOCATION) as they are now in conflict with the proposed design of the PROJECT; and

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

WHEREAS, the above described waterlines are owned and operated by the CITY; and

WHEREAS, in accordance with California Streets and Highways Code section 1463, the COUNTY has informed the CITY of the required RELOCATION; and

WHEREAS, in accordance with California Streets and Highways Code section 1485, the COUNTY and its contractor(s)/subcontractor(s) will perform the RELOCATION; and

WHEREAS, in consideration of the information covered in the above recitals, CITY agrees to bear 100 percent of the costs of the RELOCATION, estimated to be \$199,105 (hereinafter referred to as RELOCATION COSTS); and

WHEREAS, CITY will initially pay COUNTY 100 percent of the estimated RELOCATION COSTS for the RELOCATION construction work within thirty (30) days of awarding the contract for PROJECT; and

WHEREAS, CITY will be responsible for RELOCATION design work and shall bear 100 percent of the costs; and

WHEREAS, the RELOCATION COSTS shall include the costs for construction, construction engineering, and construction surveying. CITY forces shall perform construction inspection at its own cost; and

WHEREAS, COUNTY and CITY desire to set forth responsibilities and obligations of each as pertains to their participation in the RELOCATION.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency in the construction of the RELOCATION.
- 1.2 Obtain a no-cost permit from the CITY for construction of the RELOCATION.
- 1.3 Advertise, award, administer the construction of the RELOCATION, in accordance with the provisions of the California Public Contract Code applicable to counties.
- 1.4 Require its Contractor to maintain and to comply throughout the term of any contract awarded by COUNTY with the insurance requirements described in County Policy Numbers 11-07 and 11-07SP.
- 1.5 Have zero (0) percent financial obligations for RELOCATION design and RELOCATION COSTS.
- 1.6 Upon completion of the PROJECT, submit to CITY an itemized accounting of actual RELOCATION COSTS incurred by COUNTY and a statement for CITY's funding obligation for the RELOCATION COSTS, as provided herein. In the event RELOCATION COSTS are less than the amount(s) advanced by CITY, COUNTY shall refund the difference between the amount(s) advanced and the actual RELOCATION COSTS within thirty (30) days of receipt of the itemized accounting. In the event RELOCATION COSTS are more than the amount(s) advanced by CITY, COUNTY shall invoice the CITY and the CITY shall pay within thirty (30) days of receipt of invoice the difference between actual RELOCATION COSTS and amount(s) advanced.
- 1.7 Include compliance 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.
- 1.8 Issue a no-cost permit for the RELOCATION.

2.0 CITY AGREES TO:

- 2.1 Be solely responsible for the RELOCATION design work and related costs.
- 2.2 Provide a no-cost permit to the COUNTY for the RELOCATION.

- 2.3 Provide plans and specifications for the RELOCATION for COUNTY's review and approval.
- 2.4 To pay 100 percent of the RELOCATION COSTS estimated to be \$199,105.
- 2.5 Participate with the COUNTY in scheduling the construction of the RELOCATION.
- 2.6 Provide adequate inspection of all items of work performed under the RELOCATION construction contract with COUNTY's contractors or subcontractors for the RELOCATION and maintain adequate records of inspection and materials testing for review by COUNTY. CITY shall provide copies of any records of inspection and materials testing to COUNTY within ten (10) days of CITY's receipt of written demand from COUNTY for such records. This shall be included as a RELOCATION cost.
- 2.7 After CITY's and COUNTY's acceptance of the construction contract work, CITY shall accept ownership of the relocated waterlines and appurtenances, including lifetime maintenance of the waterlines, appurtenances and the trench in accordance with COUNTY's regulations, policies and procedures.

3.0 IT IS MUTUALLY AGREED:

- 3.1 COUNTY agrees to indemnify and hold harmless the CITY, and its officers, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the COUNTY's negligent acts or omissions which arise from the COUNTY's performance of its obligations under this Agreement.
- 3.2 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this Agreement.
- 3.3 In the event the COUNTY and/or the CITY is 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 CITY shall indemnify the other to the extent of its comparative fault. Furthermore, if the COUNTY or CITY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the COUNTY and CITY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 3.4 In the event of litigation arising from this Agreement, each party to the Agreement shall bear its own costs, including attorney fees. This paragraph shall not apply to the costs or attorney fees relative to paragraphs 3.1, 3.2 and 3.3 indemnification.
- 3.5 COUNTY and CITY are authorized self-insured public entities for purposes 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 and CITY's performance of the terms, conditions or obligations of this Agreement.
- 3.6 The parties acknowledge that final RELOCATION COSTS may ultimately exceed current estimates of RELOCATION COSTS. CITY shall be solely responsible for any additional RELOCATION COSTS associated with the RELOCATION resulting from increased bid prices or change orders over the estimated RELOCATION COSTS of \$199,105. In the event COUNTY determines that the RELOCATION COSTS will exceed the cost estimate of \$199,105, COUNTY shall inform CITY, in writing, of this finding and CITY shall provide COUNTY within thirty (30) days of receipt of this notice an additional advancement of funds to pay for the estimated increase in RELOCATION COSTS.
- 3.7 Additional work/costs arising from unforeseen site conditions, including utility relocation, associated with the RELOCATION shall be paid solely by CITY. If the CITY requests additional work that is beyond the scope of the original RELOCATION and COUNTY approves the additional work, said work will be paid solely by the CITY at the construction contract unit costs.
- 3.8 COUNTY shall notify CITY of the bid s received and the amounts thereof.
- 3.9 If after opening bids for the PROJECT, it is found that a cost overrun of 25% or less of the estimated RELOCATION costs will occur, COUNTY may award the contract.

- 3.10 If, upon opening of bids, it is found that a cost overrun exceeding 25% of the estimated RELOCATION costs will occur, COUNTY shall not award a contract for the RELOCATION. Rather COUNTY and CITY 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.
- 3.11 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 the attached Exhibit "B" of this Agreement and approved by COUNTY and CITY. Contract Change Order forms will be delivered by fax or electronic mail and must be returned within two (2) working days. The CITY shall not unreasonably withhold approval of change orders. If a CITY disapproved or modified change order is later found to be an additional cost for the RELOCATION, then CITY shall be responsible for such costs, awards, judgments or settlements associated with the disapproved or modified change order.
- 3.12 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 CITY, or refunded difference by COUNTY between the amount(s) advanced and the actual RELOCATION COSTS, for the RELOCATION.
- 3.13 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 both Parties.
- 3.14 If this Agreement is funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), the COUNTY and CITY 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 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. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor 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. Contractor 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.

Contractor 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. Contractor 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. Contractor agrees 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, Contractor agrees 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.

Contractor 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. Contractor 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.

Whistleblower Protection - Contractor agrees that both it and its subcontractors 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.

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

- 3.15 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY 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.
- 3.16 Time is of the essence for each and every provision of this Agreement.

- 3.17 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.
- 3.18 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.
- 3.19 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.
- 3.20 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.21 Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by the CITY or COUNTY.
- 3.22 This agreement shall become effective on the date it is executed by both parties and shall conclude upon satisfaction of the items identified in paragraph 3.10 or December 31, 2013 (whichever occurs first).
- 3.23 The Recitals are incorporated into the body of this Agreement.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

COUNTY OF SAN BERNARDINO

►
Josie Gonzales, 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 ► Pete Aguilar
(Authorized signature - sign in blue ink)

Name Pete Aguilar
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: February 7, 2012

ATTEST: Sam Irwin, City Clerk

Address 35 Cajon Street, Suite 200

Redlands, CA 92373
(PO BOX 3005 for mailing)

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

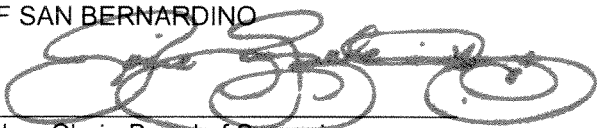
Presented to BOS for Signature

►
Department Head

Date _____

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

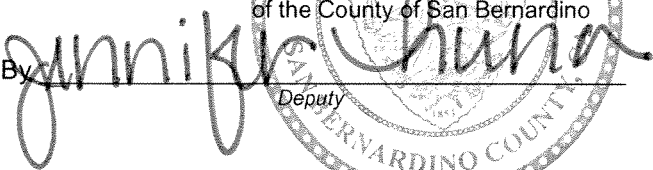
COUNTY OF SAN BERNARDINO

By 
Josie Gonzales, Chair, Board of Supervisors

Dated: **FEB 14 2012**

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 
Jennifer Chua
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

By 
County Counsel

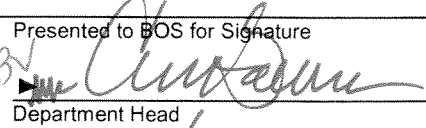
Date 1-17-12

Reviewed by Contract Compliance

By 
Contract Compliance

Date 12/22/11

Presented to BOS for Signature

By 
Department Head

Date 2/1/12

EXHIBIT A

ESTIMATE OF PROJECT COSTS

COUNTY OF SAN BERNARDINO/CITY OF REDLANDS FOR FIFTH AVENUE AT WALNUT STREET WATERLINE RELOCATION REDLANDS AREA

DESCRIPTION	PHASE OF WORK	TOTAL COST OF PROJECT	COUNTY OF SAN BERNARDINO SHARE	% OF PROJECT COUNTY	CITY OF REDLANDS SHARE	% OF PROJECT REDLANDS
WATERLINE RELOCATION FIFTH AVENUE AT WALNUT STREET	CONSTRUCTION	\$191,055	\$0	0%	\$191,055	100%
	CONSTRUCTION ENGINEERING (COMPACTION TESTING)	\$5,750	\$0	0%	\$5,750	100%
	CONSTRUCTION SURVEY	\$2,300	\$0	0%	\$2,300	100%
TOTAL		\$199,105	\$0	0%	\$199,105	100%

PROJECT costs may be increased or decreased based on accepted contractor's bid.

EXHIBIT B

**CONTRACT CHANGE ORDER REVIEW/APPROVAL
PROJECT: FIFTH AVENUE AT WALNUT STREET**

COUNTY OF SAN BERNARDINO CONTRACT #

File: H14551

Proposed Contract Change Order No. _____ has been reviewed in accordance with the existing agreements with the City of Redlands and County of San Bernardino for the above project and the following shall apply:

DATE OF CITY OF REDLANDS ACTION: ____/____/____

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

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 CITY OF REDLANDS 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 # 909-387-7920)

Signed Original for CITY OF REDLANDS File