

SANBAG Contract No. 01-036

by and between

San Bernardino Associated Governments

and

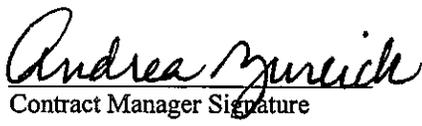
City of Adelanto

for

El Mirage Road Reconstruction Project

FOR ACCOUNTING PURPOSES ONLY			
Payable		Receivable	Vendor Contract No:
Task No.			Cost Code: N/A
Contract/Amendment Amt: N/A		Total Contract Amt: N/A	
Funding Sources:		Amounts:	
1	N/A		\$N/A
2			\$
3			\$
4			\$
Contract Approval Date: November 1, 2000		Effective Date: November 1, 2000	
Contract Ending Date: December 30, 2001			
If this is a multi-year contract, please allocate costs among fiscal years:			
Fiscal Year:		Fiscal Year:	Fiscal Year:
Is this consistent with the adopted budget? N/A		If 1099 required enter Fed ID/SSN:	
If no, is the budget amendment attached?			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
X	Intergovernmental	Private	Non-Local
	Private	Local	Partly Local
	DBE/WBE/DVBE %	Other:	
Task Manager: Ty Schuiling		Contract Manager: Andrea Zureick	


Task Manager Signature


Contract Manager Signature


Chief Financial Officer Signature

SANBAG CONTRACT NO: 01-036
by and between
SAN BERNARDINO ASSOCIATED GOVERNMENTS
and
CITY OF ADELANTO
for
El Mirage Road Reconstruction Project

THIS CONTRACT ("Contract") is made and entered into the 1st day of November 2000 by and between the San Bernardino Associated Governments, hereinafter referred to as "SANBAG", and City of Adelanto, hereinafter referred to as "RECIPIENT".

RECITALS

WHEREAS, RECIPIENT is a legal entity eligible to receive Federal Transportation Equity Act for the 21st Century ("TEA-21")/Surface Transportation Program ("STP") funding; and

WHEREAS, RECIPIENT has been awarded STP funds provided through the TEA-21 in an amount not to exceed \$983,866 for the purpose of the El Mirage Road Reconstruction Project, hereinafter referred to as "PROJECT";

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. General Scope of Contract. RECIPIENT shall implement the PROJECT, as more particularly defined in Exhibit "A", Scope of Work, in accordance with the Budget, and Milestones and Reporting Schedule as expressly defined in Exhibits "B", and "C", respectively, attached hereto and explicitly incorporated into this Contract.
2. Term. The term of this Contract shall be from the date of execution by both parties until PROJECT completion, including submission of all required reports, unless earlier terminated by SANBAG.
3. Compliance with Federal, State, and Local Requirements. RECIPIENT shall comply with all Title 23 United States Code requirements, the Uniform Relocation Act, all federal, state, and local environmental laws, Caltrans administrative guidelines, and all SANBAG requirements applicable to the PROJECT.
4. Inclusion in Regional Transportation Improvement Program ("RTIP"). RECIPIENT shall submit, in a timely manner, an application to SANBAG seeking inclusion of PROJECT in a subsequent update of the RTIP.

5. Coordination with State and Federal Agencies. RECIPIENT shall interface directly with Caltrans, the Federal Highway Administration ("FHWA"), and Federal Transit Agency ("FTA"), as applicable, relative to PROJECT application, submission, processing, and reporting. All correspondence between RECIPIENT and Caltrans, FHWA, and FTA will be copied to SANBAG.

6. Quarterly Reporting. RECIPIENT shall submit, on a quarterly basis, reports that document the status of PROJECT's implementation progress, including task completion status, budget status, and adherence to PROJECT milestones (form provided in Exhibit "D"). The first report shall be submitted to SANBAG within three (3) months of the execution date of this Contract. All subsequent quarterly reports shall be submitted in accordance with the reporting schedule as specified in Exhibit "C", Milestones and Reporting Schedule.

7. Revocation of STP Funding. RECIPIENT acknowledges that failure to comply with any material provision of this Contract (such failure to comply is hereinafter called a "Default"), including failure to adhere to specified PROJECT milestones of Exhibit "C" Milestones and Reporting, and including but not limited to RTIP submission, Caltrans/FTA application, and obligation of PROJECT funds, may, in the sole but reasonable discretion of SANBAG, result in revocation of STP funding for the PROJECT by SANBAG. In the event SANBAG's Director of Planning and Programming determines that RECIPIENT has committed a Default by failing to comply with a material provision of this Contract, SANBAG will notify RECIPIENT in writing of the Default. RECIPIENT shall have thirty days (unless a shorter time is reasonably determined by SANBAG's Director of Planning and Programming to be required under the circumstances) from the date of SANBAG's letter of notification of Default to cure the Default or to dispute the Default under the provisions of Paragraph 23, Disputes. In the event RECIPIENT fails to cure the Default within the time allowed or if the RECIPIENT's dispute is not resolved in the RECIPIENT's favor, SANBAG's Director of Planning and Programming may revoke the STP funding for the PROJECT and terminate this Contract by written notice to the RECIPIENT. If the Default is a failure to adhere to one or more specified milestones of Exhibit "C", Milestones and Reports, the RECIPIENT may request an amendment to this Contract which specifies a revised schedule for attaining the milestone(s). The request for amendment to the Contract must provide complete justification for the proposed schedule revision. If such an amendment is approved by the SANBAG Board of Directors, such amendment shall cure the Default. **Any STP funds which may become available as a result of revocation of such funding and termination of this Contract due to RECIPIENT's failure to timely cure a Default, may not be utilized by the RECIPIENT in any manner, but will be reallocated by the SANBAG Board through consideration of other unfunded applications, recompetition, or policy review of other priority projects/programs.**

8. Standard of Care; Licenses. RECIPIENT shall perform the work required to complete the PROJECT under this Contract with all due diligence and in a skillful and competent manner. RECIPIENT shall be responsible to SANBAG for any errors or omissions in its execution of this Contract. RECIPIENT represents and warrants to SANBAG that it and/or its contractors has or will have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work required to complete the PROJECT. RECIPIENT further

represents and warrants that it and/or its contractors shall keep in effect all such licenses, permits, and other approvals during the term of this Contract.

9. Records. RECIPIENT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to the PROJECT, files, accounts, reports, cost proposals with backup data, and all other material relating to the PROJECT. RECIPIENT shall, upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to RECIPIENT, for auditing, inspection, and copying. Any subcontract, entered into as a result of this Contract, shall contain all of the provisions of this paragraph.

10. Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph 11, Indemnification.

11. Indemnification. RECIPIENT shall defend with counsel reasonably approved by SANBAG, indemnify and hold SANBAG, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of RECIPIENT arising out of or in connection with RECIPIENT's performance of this Contract and/or the PROJECT.

12. Insurance. RECIPIENT shall obtain and shall require its subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to SANBAG. RECIPIENT may meet the requirements of this paragraph through a program of legal self insurance.

A. Commercial General Liability Insurance. RECIPIENT shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

(1) Name SANBAG its officials, officers, employees, agents, and consultants, as insureds with respect to performance of this Contract and/or the PROJECT. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.

(2) Be primary with respect to any insurance or self insurance programs covering SANBAG, its officials, officers, employees, agents, and consultants.

(3) Contain standard separation of insureds provisions.

B. Business Automobile Liability Insurance. RECIPIENT shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. RECIPIENT shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.

D. Certificates/Insurer Rating/Cancellation Notice.

(1) RECIPIENT shall, prior to commencement of the Project, furnish to SANBAG properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by SANBAG, which shall clearly evidence all insurance required in this Section. RECIPIENT shall not allow such insurance to be canceled, allowed to expire or be materially reduced in coverage except on 30 days' prior to written notice to SANBAG.

(2) RECIPIENT shall maintain such insurance from the time the Contract commences until the PROJECT is completed, except as may be otherwise required by this Section.

(3) RECIPIENT shall place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

(4) RECIPIENT shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the PROJECT.

13. Delivery of Notices. All notices permitted or required under this Contract shall be given to the respective parties in writing at the following address, or at such other address as the respective parties may provide in writing for this purpose:

RECIPIENT: City of Adelanto
 11600 Air Expressway
 Adelanto, California 92301

SANBAG: San Bernardino Associated Governments
 472 North Arrowhead Avenue
 San Bernardino, California 92401-1421

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

14. Entire Agreement. This Contract contains the entire Contract of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing approved by SANBAG's Board of Directors and signed by both parties.

15. Governing Law and Venue. The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County,

California. Therefore, the law of the State of California, without regard to any conflicts of law provisions, shall govern any action or claim arising out of this Contract. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

16. Time of Essence. Time is of the essence for each and every provision of this Agreement

17. Jury Trial Waiver. RECIPIENT and SANBAG hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either RECIPIENT against SANBAG or SANBAG against RECIPIENT on any matter whatsoever arising out of, or in any way connected with, this Contract, the PROJECT, the relationship of RECIPIENT and SANBAG, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect, regardless of whether such action or proceeding concerns any contract or tort or other claim. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO EACH OF THEM TO ENTER INTO THIS CONTRACT AND THAT THEY WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THIS JURY TRIAL WAIVER. THE PARTIES FURTHER AGREE THAT EACH OF THEM HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS OWN CHOOSING IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

18. Successors and Assigns. This Contract shall be binding on the successors and assigns of the parties, but may not be assigned by RECIPIENT.

19. Prohibited Interests.

A. Solicitation. RECIPIENT maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for RECIPIENT, to solicit or secure this Contract. Further, RECIPIENT warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for RECIPIENT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, SANBAG shall have the right to rescind this Contract without liability.

B. Conflict of Interest. For the term of this Contract, no member, officer or employee of RECIPIENT, during the term of his or her service with RECIPIENT, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. RECIPIENT covenants that at present time it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performance of the Contract or the PROJECT required hereunder.

20. Equal Opportunity Employment. RECIPIENT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

21. Y2K Compliant. RECIPIENT hereby warrants and represents that all products, equipment, hardware, software, electronic components, and systems (individually and collectively referred to herein as Equipment) being used by RECIPIENT or its contractors hereunder or in the PROJECT, shall be "Year 2000 Compliant." As used herein, the term "Year 2000 Compliant" shall mean that the Equipment will continue to perform the same functions and provide the same level of accurate information and calculations during the years 1999, 2000, and thereafter as it did prior thereto. In that regard, RECIPIENT warrants and represents that the functionality of the Equipment and the PROJECT, will not be adversely affected by the fact that such information and/or calculations may be provided. The RECIPIENT may be required to describe or demonstrate the procedures used to verify compliance.

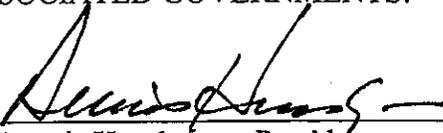
22. Consent. Whenever consent or approval of any party is required under this Contract, that party shall not unreasonably withhold nor delay such consent or approval.

23. Disputes. In the event any dispute arises between the parties hereto under or in connection with this Contract, the dispute shall be decided by the Director of Planning and Programming of SANBAG or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a detailed statement of the grounds of the dispute and why the dispute should be resolved in RECIPIENT's favor. If RECIPIENT does not agree with the decision, then RECIPIENT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to RECIPIENT, then such appeal shall be decided by a court of competent jurisdiction. During resolution of the dispute, RECIPIENT shall proceed with the performance of this Contract to the extent practicable.

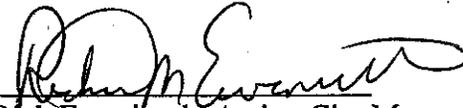
24. Exhibits. All exhibits referred to herein are attached hereto and by this reference are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the date first hereinabove written.

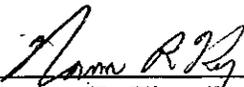
SAN BERNARDINO
ASSOCIATED GOVERNMENTS:

By: 
Dennis Hansberger, President

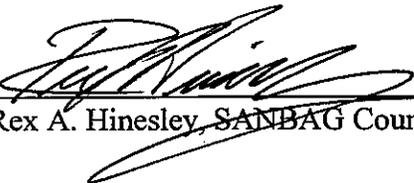
CITY OF ADELANTO:

By: 
Rick Ewaniszyk, Acting City Manager

REVIEWED AND RECOMMENDED
FOR APPROVAL:

By: 
Norman R. King, Executive Director

APPROVED AS TO LEGAL FORM:

By: 
Rex A. Hinesley, SANBAG Counsel

CONTRACT ATTACHMENTS:

Exhibit "A": STP Project Scope of Work

Exhibit "B": STP Project Budget

Exhibit "C": STP Project Milestone & Reporting Schedule

Exhibit "D": Project Status Report Form

EXHIBIT A

STP Project Scope of Work

EXHIBIT A: PROPOSER AND PROJECT INFORMATION

(Return this page as part of your STP proposal)

Please provide the following proposer information in the space provided.

Lead Agency: CITY OF ADELANTO

Address: 11600 AIR EXPRESSWAY, ADELANTO, CALIFORNIA 92301

Contact Person: JIM BEILKE Title: PUBLIC WORKS DIRECTOR

Telephone Number: 760-246-2300 Fax #: 760-246-8421

E-Mail Address: PWDJIM@AOL.COM

If Joint Proposal or Public/Private Partnership, Include Partner(s) Agency Name, Contact Person, and Telephone Number:

Project Name: EL MIRAGE ROAD RECONSTRUCTION PROJECT

Brief Project Description (single paragraph summary):

This project consist of reconstructing El Mirage Road, a two-lane major arterial, from 1 mile east of Koala Road to State Route 395, a total length of 3.7 miles. The project will enhance traffic safety at the intersection of Koala Road and connect the paved portion of El Mirage Road directly to SR 395 by paving a 2.3 mile dirt road section between Koala Road and State Route 395.

STP Funds Requested: \$ 989,866

Local Match Amount: \$ 300,164

Total Project Cost: \$ 1,284,030

Source(s) of Local Match: Measure I \$ _____

_____ \$ _____

EXHIBIT A: PROPOSER AND PROJECT INFORMATION
PROJECT DESCRIPTION/SCOPE OF WORK - PART 1

(Return this page as part of your STP proposal)

- A. Please provide a detailed Project Description and Scope of Work. Include the following elements, at a minimum: a) Project Goals and Objectives; b) Scope of Work, including all proposed Project Tasks related to project design, development, and implementation; and c) Project End Products. Please attach extra sheets if necessary.

a) Project Goals and Objectives:

This project has been a high priority for the City of Adelanto for several years. The main objectives are 1) to connect El Mirage Road directly to State Route 395, which will alleviate high traffic volumes including truck traffic off of residential streets, 2) improve traffic safety at the intersection of El Mirage Road and Koala Road which is currently a "dog leg" type intersection, 3) reconstruct the paved portion of El Mirage east of Koala Road.

b) Scope of Work, including all proposed Project Tasks related to project design, development, and implementation:

Scope of Work includes reconstructing the paved section of El Mirage Road from 1 mile west of Koala Road to .4 miles east of Koala Road. This section of paved road rates high on the city's pavement management program. The intersection of Koala Road and El Mirage is currently constructed as a "dog leg" intersection and is super-elevated at the corner. The project will reconfigure the intersection by making El Mirage the "through street" by creating a "T" intersection for Koala Road. A portion of El Mirage Road between Koala Road and State Route 395 is currently a city maintained graded dirt road (1.5 miles). This project includes paving this section of road which will create a direct truck route to the highway.

Project tasks such as completing the environmental documents, purchasing right-of-way, and designing the project will be funded with city funds. The requested federal funds are for the construction portion only.

c) Project End Products:

Project end products include the rehabilitation of a high priority section of El Mirage Road, enhancing traffic safety by eliminating a "dog leg" intersection at Koala Road, and connecting El Mirage directly to SR 395 by paving a high maintenance dirt section of El Mirage Road. This system connection will eliminate truck and other traffic through residential section of the city. The direct connect eliminates 8.7 mile detour.

EXHIBIT A: PROPOSER AND PROJECT INFORMATION
PROJECT DESCRIPTION/SCOPE OF WORK - PART 2

(Return this page as part of your STP proposal)

- B. Please describe in detail the proposed Project Organizational Structure, including: a) Description of the agency implementing the project, if other than a SANBAG member agency; b) Use of subcontractors, if any; c) Key project staff, including Project Manager, and d) Project reporting structure.

The City of Adelanto has a City Council of 5 elected members, one is appointed Mayor. The Council has given authority to the Director of Public Works to administer this type of public works project. The Public Works Director reports to the City Manager and to the City Council.

The City contracts with a consultant to provide city engineering services.

Key Staff:

- Director of Public Works- Jim Beilke, Project Manager
- Contract City Engineer- Lynn Parker, P.E.

- C. Indicate the Environmental Document(s) required for the project, if applicable (e.g., Negative Declaration, CE, EIR, etc.) and the estimated approval date:

Environmental Documents required for this project will be a Negative Declaration. This Document will be completed and approved by November 2000.

EXHIBIT A: PROPOSER AND PROJECT INFORMATION
PROJECT DESCRIPTION/SCOPE OF WORK - PART 3

(Return this page as part of your STP proposal)

D. If applicable to your proposed project, please attach an 8.5" x 11" Site Map/Plan to this Exhibit.

SEE ATTACHED MAP

E. Project Readiness - Please describe the time frame for project implementation and any anticipated barriers to project completion. Address other funds used to match or support the project. If project requires on-going funding, include a discussion on what funding will be used for continuing operation.

The project is schedule to be completed by December 2001. This time frame allows the city to complete the environmental documents, purchase right-of-way, complete design and accumulate sufficient matching Measure I funds. There are no anticipated barriers to complete the project by December 2001.

EXHIBIT B

STP Project Budget

EXHIBIT B: PROJECT BUDGET
 (Return this page as part of your STP proposal)

Budget Summary Data: Please complete the following Table listing project costs by category and funding source.

BUDGET COMPONENT	FUNDING			FUNDING SOURCE(S)
	STP \$	OTHER \$	OTHER \$	
ENVIRONMENTAL		\$10,000		CITY FUNDS
DESIGN & ENGINEERING		\$91,000		CITY FUNDS
ROW/SITE ACQUISITION		\$75,000		CITY FUNDS
CONSTRUCTION	\$983,866	\$134,164		CITY FUNDS
CAPITAL EQUIPMENT				
OTHER DIRECT COSTS				
<i>(please specify below)</i>				
TOTAL COSTS	\$983,866	\$300,164		

NO YES

Is the Project Local Match Greater than or Equal to 11.47% of the Total Project Cost?

NO YES

If You Checked the "NO" Box, Does Your Project Qualify for 100% STP Funding?

NO YES

If You Checked Both "NO" Boxes, Please Refer to Section I.C.5. for a Description of Project Local Match Requirements!

EXHIBIT C

STP Project Milestone & Reporting Schedule

EXHIBIT C: PROJECT MILESTONE SCHEDULE

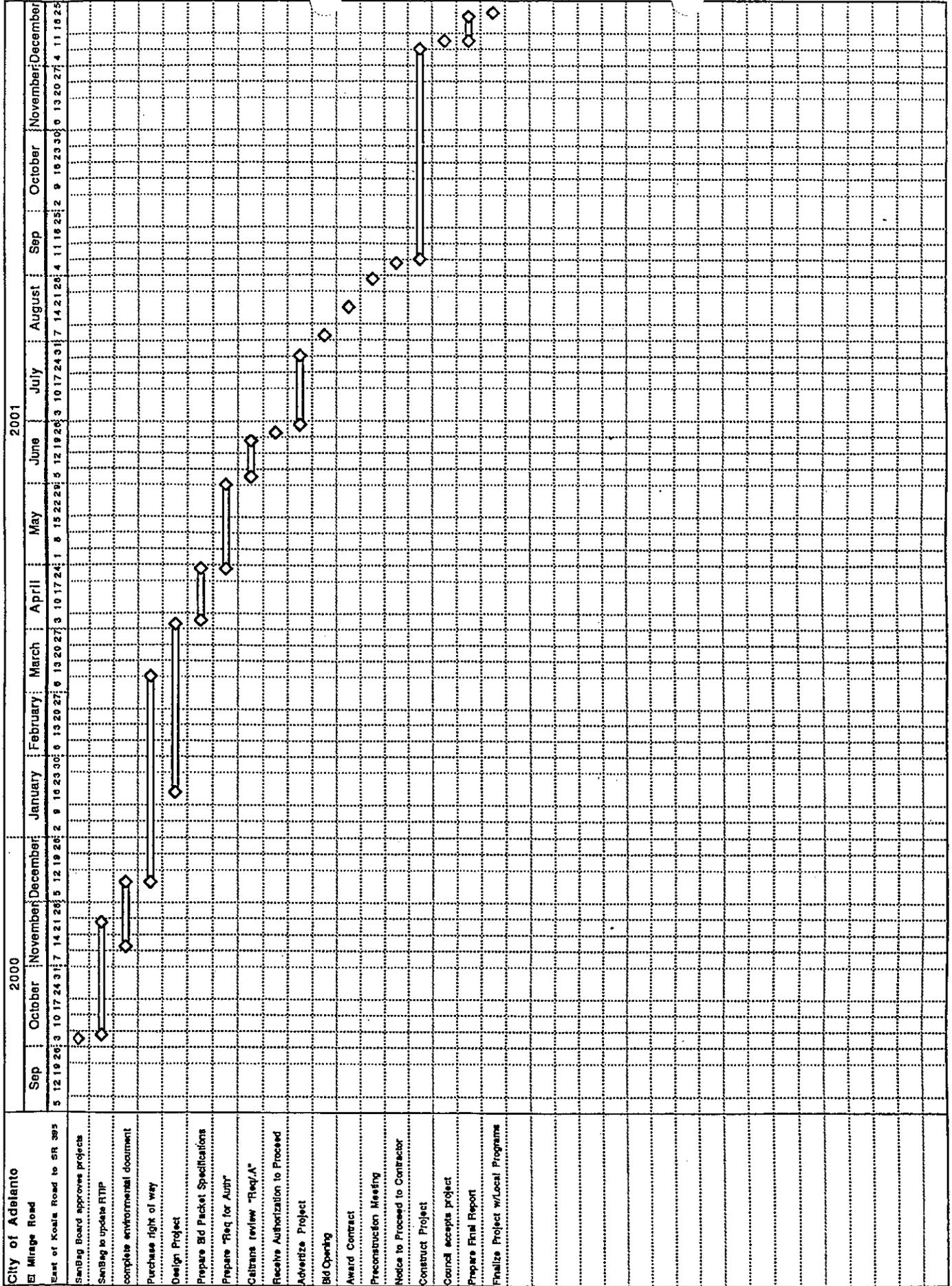


EXHIBIT D

Project Status Report Form

**PROJECT STATUS QUARTERLY REPORT FORM
FOR FEDERAL FUNDING**

(Due to SANBAG by the 15th of January, April, July, and October until project completion)

General Project Information:

Reporting Agency Name: _____ Contract Number: _____
 LTF Allocation No: _____
 Project Description: _____

Project Status:

	Begin Date (mm/dd/yy)	End Date (mm/dd/yy)	Expected Obligation (Fed Funds only)
Environmental Clearance:	_____	_____	\$ _____
Type of Environmental Document:	_____		
Engineering:	_____	_____	\$ _____
ROW:	_____	_____	\$ _____
Construction:	_____	_____	\$ _____
Comments:	_____		

Local Assistance Process: (only required for projects that have received TEA, STP, or CMAQ obligation)

RTIP/FTIP Approval Date: _____ RTIP/FTIP Number: _____

	Engineering	ROW	Construction
Date of Authorization Request to CT District 8:	_____	_____	_____
Date/Amount of FNM-76 (E-76):	_____/ \$ _____	_____/ \$ _____	_____/ \$ _____
	_____/ \$ _____	_____/ \$ _____	_____/ \$ _____
	_____/ \$ _____	_____/ \$ _____	_____/ \$ _____
Date of PR-2 (between Caltrans and FHWA):	_____	_____	_____
Date of PS (Program Supplement):	_____	_____	_____
Date of 1 st /Final Invoice to Caltrans:	_____/ _____	_____/ _____	_____/ _____

Date 9I (Final Paperwork) Submitted to Caltrans to Final Project: _____

Please refer to next page for LTF Article 3 Payment Requests and to add any additional comments.

Received & Logged 11/2/03
BT

SANBAG Contract No. 01-036-01

by and between

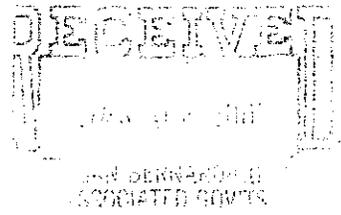
San Bernardino Associated Governments

and

City of Adelanto

for

El Mirage Road Reconstruction Project



FOR ACCOUNTING PURPOSES ONLY

<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes: These are TEA funds that are administered by Caltrans and monitored by SANBAG

Original Contract: \$ _____	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Current Amendment: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ _____

Please include funding allocation for the original contract or the amendment ↘

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Amounts</u>
1 _____	_____	1 _____	\$ _____
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____

Original Board Approved Contract Date: <u>11/1/00</u>	Contract Start: <u>11/1/00</u>	Contract End: <u>12/30/01</u>
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New Amend. Approval (Board) Date: <u>12/4/02</u>	Amend. Start: <u>12/4/02</u>	Amend. End: <u>7/31/03</u>
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If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: _____	Fiscal Year: _____	Fiscal Year: _____
\$ _____	\$ _____	\$ _____

Is this consistent with the adopted budget? Yes No

If no, has the budget amendment been submitted? Yes No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

Intergovernmental Private Non-Local Local Partly Local

Disadvantaged Business Enterprise: No Yes _____%

Task Manager: **Ty Schuiling**

Contract Manager: **Andrea Zureick**

<i>Ty Schuiling</i>	<u>11/18/02</u>	<i>Andrea Zureick</i>	<u>11-18-02</u>
Task Manager Signature	Date	Contract Manager Signature	Date

<i>Sen DeNest</i>	<u>11-15-02</u>
Chief Financial Officer Signature	Date

AMENDMENT NO. 1
SANBAG CONTRACT NO: 01-036
by and between
SAN BERNARDINO ASSOCIATED GOVERNMENTS
and
CITY OF ADELANTO
for
El Mirage Road Reconstruction Project

THIS CONTRACT AMENDMENT is made and entered into the 4th day of December 2002 by and between the San Bernardino Associated Governments, hereinafter referred to as "SANBAG", and City of Adelanto, hereinafter referred to as "RECIPIENT".

RECITALS

WHEREAS, RECIPIENT has entered into the Contract with SANBAG regarding Federal Transportation Equity Act for the 21st Century ("TEA-21")/Surface Transportation Program ("STP") funding awarded to implement the El Mirage Road Reconstruction Project; and

WHEREAS, SANBAG and RECIPIENT desire to amend their Contract;

NOW, THEREFORE, the parties hereto do mutually agree to amend the Contract as follows:

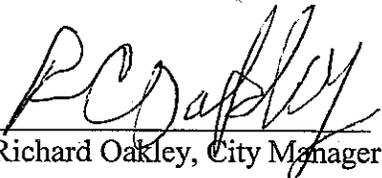
1. Change contract end date from December 30, 2001 to July 31, 2003.
2. Replace Exhibit "C" with the attached Exhibit.
3. Except as amended, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the date first hereinabove written.

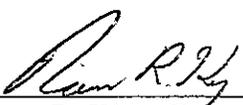
SAN BERNARDINO
ASSOCIATED GOVERNMENTS:

By: 
Bill Postmus, President

CITY OF ADELANTO:

By: 
Richard Oakley, City Manager

REVIEWED AND RECOMMENDED
FOR APPROVAL:

By: 
Norman R. King, Executive Director

APPROVED AS TO LEGAL FORM:

By: 
Rex A. Hinesley, SANBAG Counsel

logged 8/28/03
BT

AMENDMENT NO. 2
SANBAG CONTRACT NO: 01-036
by and between
SAN BERNARDINO ASSOCIATED GOVERNMENTS
and
CITY OF ADELANTO
for
El Mirage Road Reconstruction Project

THIS CONTRACT AMENDMENT is made and entered into the 2nd day of July 2003 by and between the San Bernardino Associated Governments, hereinafter referred to as "SANBAG", and the City of Adelanto, hereinafter referred to as "RECIPIENT".

RECITALS

WHEREAS, RECIPIENT has entered into the Contract with SANBAG regarding Federal Transportation Equity Act for the 21st Century ("TEA-21")/Surface Transportation Program ("STP") funding awarded to implement the El Mirage Road Reconstruction Project; and

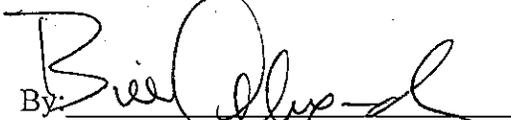
WHEREAS, SANBAG and RECIPIENT desire to amend their Contract;

NOW, THEREFORE, the parties hereto do mutually agree to amend the Contract as follows:

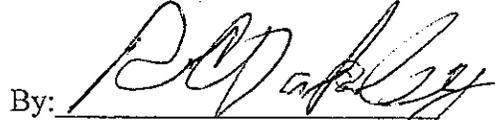
1. Change contract end date from July 31, 2003 to August 31, 2003.
2. Replace Exhibit "C" with the attached Exhibit.
3. Except as amended, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the date first hereinabove written.

SAN BERNARDINO
ASSOCIATED GOVERNMENTS:

By: 
Bill Alexander, President

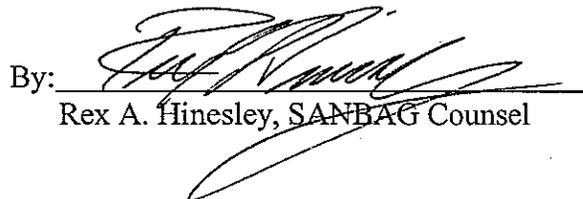
CITY OF ADELANTO:

By: 
Richard Oakley, City Manager

REVIEWED AND RECOMMENDED
FOR APPROVAL:

By: 
Norman R. King, Executive Director

APPROVED AS TO LEGAL FORM:

By: 
Rex A. Hinesley, SANBAG Counsel