

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number
22-218 A-1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	San Bernardino County Transportation Authority
Contractor Representative	Heng Chow
Telephone Number	909-222-5659
Contract Term	24 months
Original Contract Amount	\$975,000.00
Amendment Amount	\$89,000.00
Total Contract Amount	\$1,064,000.00
Cost Center	6650002000
GRC/PROJ/JOB No.	6700 3422
Internal Order No.	
Grant Number (if applicable)	

Briefly describe the general nature of the contract:

Amendment No. 1 to the Assignment and Assumption Agreement No. 22-218 (approved by the Board on March 29, 2022, Item No. 47) between San Bernardino County Transportation Authority and San Bernardino County to reflect the \$89,000 increase in the cost of the temporary construction area easements, raising the temporary construction area easement total from \$133,000 to \$222,000, based on the 24-month extension.

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Aaron Gest*
Aaron Gest, Deputy County Counsel

Date 4/28/25

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► *Brandon Ocasio*
Brandon Ocasio, Real Property Manager, RESD

Date 5/13/25

**AMENDMENT NO. 1
TO ASSIGNMENT AND ASSUMPTION
AGREEMENT NO. 22-1002741**

FOR

CEDAR AVENUE OVERPASS AGREEMENT

(SAN BERNARDINO COUNTY)

THIS AMENDMENT No. 1 is made and entered into by and between San Bernardino County (“County”) and the San Bernardino County Transportation Authority (“Authority”). The County and the Authority may be referred to herein as a “Party” and collectively “Parties.”

RECITALS:

- A. The Parties entered into Assumption and Assignment Agreement No. 22-1002741 (“Assumption Agreement”) on June 1, 2022, for the assignment to and assumption by the Authority of a portion of the County’s rights and obligations under the Public Highway Overpass Agreement for Cedar Avenue (“Overpass Agreement”) executed on May 16, 2022, between the County and Union Pacific Railroad Company.
- B. Due to delays related to the reconstruction of the Cedar Avenue Railroad Overpass Structure, the Authority anticipates the extension of the Temporary Construction Easement under Section 2, paragraph 2 of the Overpass Agreement.
- C. The Parties now desire to amend the Assumption Agreement to increase the cost for the Temporary Construction Easement from \$133,000 to \$222,000, based on a 2-year extension period.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE ASSUMPTION AGREEMENT AS FOLLOWS:

- 1. RECITAL C, is revised and restated in its entirety to read as follows:

The right of way granted by Railroad to the County under the terms of the Original Agreement is insufficient to allow for the reconstruction and maintenance of the Structure. Therefore, pursuant to the terms of the Overpass Agreement, Railroad grants to the County the additional permanent and temporary rights necessary to construct, maintain the Structure and the slope area in support of the Structure, for and in consideration in the amounts of \$287,000 and \$222,000, respectively, as well as an estimated \$555,000 in work to be performed by the Railroad, for an estimated total of \$1,064,000 the costs of which shall be borne exclusively by the Authority

- 2. ARTICLE 3, is revised and restated in its entirety to read as follows:


“The Authority shall be solely responsible for the costs necessary for the additional permanent and temporary property rights, and construction and maintenance rights to construct and maintain the structure in the amounts of \$287,000 and \$222,000, respectively, as well as work to be performed by Railroad associated with the Project in the estimated amount of \$555,000, for an estimated total of \$1,064,000 and as set forth in the Overpass Agreement.”

3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 1, all other provisions of the Assumption Agreement shall remain in full force and effect and are incorporated herein by this reference.
5. The Amendment No. 1 is effective upon execution by both Parties.
6. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

-----SIGNATURES ON THE FOLLOWING PAGE-----

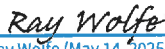
IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 1 below.

SAN BERNARDINO COUNTY

By: 
Dawn M. Rowe
Chair, Board of Supervisors

Date: MAY 20 2025

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: 
Ray Wolfe (May 14, 2025 13:49 PDT)
Raymond W. Wolfe
Executive Director

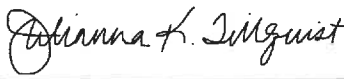
Date: May 14, 2025

APPROVED AS TO FORM:

By: 
Aaron Gest
Deputy County Counsel

Date: 5/13/25

APPROVED AS TO FORM:

By: 
Julianna K. Tillquist
General Counsel

Date: May 13, 2025

