

AMENDMENT NO. 2
TO COOPERATIVE AGREEMENT NO. 17-1001710
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SAN BERNARDINO
FOR
PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED), AND PLANS,
SPECIFICATIONS AND ESTIMATE (PS&E) FOR THE INTERCHANGE AT CEDAR
AVENUE AND INTERSTATE 10 (I-10) IN THE UNINCORPORATED COMMUNITY
OF BLOOMINGTON

THIS AMENDMENT No. 2 (AMENDMENT) is made and entered into by and between the COUNTY OF SAN BERNARDINO (“COUNTY”) and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“SBCTA”). SBCTA and COUNTY may be referred to herein as a “PARTY” and collectively “PARTIES”.

RECITALS

- A. SBCTA and COUNTY entered into Cooperative Agreement 17-1001710 (AGREEMENT) on February 28, 2018, to delineate roles, responsibilities, and funding commitments relative to the Project Approval and Environmental Document (PA/ED), and Plans, Specifications and Estimate (PS&E) for the Interstate 10 Cedar Avenue Interchange in the unincorporated community of Bloomington (“PROJECT”); and
- B. SBCTA and COUNTY entered into Amendment No. 1 on January 9, 2019, to change the PARTIES’ roles in Potholing and Utility Coordination and update the funding plan; and
- C. PARTIES now desire to amend the AGREEMENT for the following reasons:
 - a) To adjust the PARTIES’s respective funding responsibilities based on the revised PROJECT costs; and
 - b) To extend the AGREEMENT termination date currently set to expire on December 31, 2020; and
 - c) To waive any costs pertaining to permits, inspections, reviews or oversight provided by COUNTY.

- D. SBCTA will contribute \$1,252,000 in federal funds to the COUNTY for the increased PS&E cost estimate.
- E. As a result of increased design cost estimates, COUNTY only (not cities) is due a credit of up to \$1,948,200 based on actual costs for the Public Share of PA/ED and PS&E costs incurred after April 5, 2006, and which were and/or will be advanced by COUNTY, and will be reimbursed by SBCTA to COUNTY in future ROW and Construction phases as noted in Attachment A, and

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

- 1. Section I, Paragraph B is amended in its entirety to read as follows:

“B. Unless this AGREEMENT is terminated early as provided in Section V, Paragraph H, this AGREEMENT shall terminate upon completion of the PARTIES obligations associated with the PA/ED and PS&E phases described herein or December 31, 2022, whichever is earlier in time. The indemnification provisions identified in Section V, Paragraphs E through G shall survive the termination of this AGREEMENT. Should any claims arising out of this AGREEMENT be asserted against one of the PARTIES prior to the termination of this AGREEMENT, the AGREEMENT shall be extended until such time as the claims are settled, dismissed or paid.”
- 2. Section IV of the AGREEMENT is amended to add Paragraph K which shall read as follows:

“K. To provide permits, inspections, reviews, and oversight at no cost to SBCTA or to consultants and contractors contracted by SBCTA to work on the PROJECT.”
- 3. Attachment A to the AGREEMENT is amended in its entirety as reflected by Attachment A to this AMENDMENT No. 2.
- 4. The Recitals set forth above are incorporated herein by this reference.
- 5. Except as amended by this AMENDMENT No 2, all other provisions of the AGREEMENT, including all previous amendments, shall remain in full force and effect.
- 6. This AMENDMENT is deemed to be included and made part of the AGREEMENT.
- 7. This AMENDMENT is effective upon execution by SBCTA.

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

**SIGNATURE PAGE TO
AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT NO. 17-1001710
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND COUNTY OF SAN BERNARDINO**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

COUNTY OF SAN BERNARDINO

By: _____
Frank Navarro
President, Board of Directors

By: _____
Curt Hagman
Chairman, Board of Supervisors

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

By: _____
Suzanne Bryant
Deputy County Counsel

CONCURRENCE:

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

By: _____
Jeffery Hill
Procurement Manager

By: _____
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Attachment A

PROJECT DESCRIPTION

PARTIES propose the project to improve the I-10/Cedar Avenue interchange located in the unincorporated community of Bloomington. The project will improve Cedar Avenue from Bloomington Avenue to Slover Avenue, widen Cedar Avenue between Bloomington Avenue and Orange Street and add turn lanes; widen the Interstate Overcrossing and replace the UPRR/Cedar Avenue Overhead; and modify existing ramps.

PROJECT COST ESTIMATE AND FUNDING SHARES

Phase	Total Cost	Cost Incurred after 4/5/2006 ¹	Local Share ²	SBCTA Share ³	Local Agency Contribution ^{4,5}	SBCTA Contribution ⁵
PA/ED	\$1,366,000	\$559,000	\$167,700	\$391,300	\$559,000	\$0
PS&E ⁶	\$8,727,000	\$8,727,000	\$2,618,100	\$6,108,900	\$4,175,000	\$4,552,000
Project Management ⁷	\$300,000	\$300,000	\$300,000	\$0	\$300,000	\$0
Total	\$10,393,000	\$9,586,000	\$3,085,800	\$6,500,200	\$5,034,000	\$4,552,000

1. Only costs incurred after 4/5/2006 are eligible for reimbursement.

2. Local Share is 30% of Costs Incurred after 4/5/2006; Local Share is distributed as follows: County 20.58%, Rialto 5.85% and Fontana 3.57%. By separate agreement, the County is responsible for collection of the Cities of Fontana and Rialto share of project costs.

3. SBCTA Share is 70% of Costs Incurred after 4/5/2006 and can be from sources under control of SBCTA including but not limited to Valley Measure I Interchange funds, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or Highway Infrastructure Program (HIP) without necessitating an amendment of this agreement.

4. County will be receiving a credit in the Right of Way and Construction phases for the public share of eligible PA/ED and PS&E costs.

5. County has \$4.0 million of federal STP funds for PS&E that were previously allocated to them for use at their discretion to be regarded as an internal loan of development share funds for the Project as approved by the SBCTA Board on 1/9/2013. SBCTA Contribution of \$4.552 million in PS&E phase will be \$3.552 million from federal funds (for Design) and \$1.0 million from Valley Measure I Interchange funds (for Potholing & Utility Coordination).

6. Includes \$7.552 million design cost (increasing by \$1,252,000, from \$6,300,000 to \$7,552,000), \$125,000 Railroad Agreement, \$50,000 Environmental Permits and \$1,000,000 Potholing & Utility Coordination.

7. \$300,000 Project Management cost is for PS&E phase only.

PROJECT MILESTONES

Milestone	Actual/(Forecast)
Start of Project	November 2001
Environmental Approval	July 2013
Plans, Specifications and Estimate Approval	(March 2021)
Right of Way Certification	(June 2021)
Begin Construction	(December 2021)
End Construction	(June 2024)
Project Closeout	(June 2029)