

SECOND AMENDMENT TO
THE CONSULTING AND DEVELOPMENT SERVICES AGREEMENT
(Phase III – Bloomington Mixed Use Development)

This Second Amendment to the Consulting and Development Services Agreement (the "Second Amendment") is entered into as of November 17, 2020, by and among the County of San Bernardino, a political subdivision of the state of California (the "County" or "Owner"), Bloomington Park Developer, LLC, a California limited liability company (the "Consultant"), and the Bloomington Recreation and Park District, a California special district (the "Park District" or "District") with reference to the following facts:

RECITALS

A. Capitalized terms used in this Second Amendment, but not defined, shall have the meaning set forth in that certain Consulting and Development Services Agreement (Contract #18-760), dated as of October 16, 2018 (the "Original Services Agreement"), as amended by that First Amendment To The Consulting and Development Services Agreement (the "First Amendment" and together with the Original Services Agreement hereinafter collectively referred to as the "Services Agreement").

B. The County and the Consultant are parties to the Services Agreement which governs the design and the development of the public park that will be constructed on the Park Parcel.

C. Under the Services Agreement, the County provided the Park Predevelopment Funds to pay for Predevelopment Activities and agreed to secure additional funds to fully fund the construction of the Park Improvements. The County has secured and is hereby agreeing to commit One Million Three Hundred Sixty-Five Thousand Dollars (\$1,365,000) to pay for the construction of the Park Improvements (the "County Park Construction Funds").

D. In addition, the District previously agreed to contribute Three Million Three Hundred and Eighty Thousand Dollars (\$3,380,000) to pay for the construction of the Park Improvements (the "Original District Park Construction Funds"). The District now desires to contribute an additional Two Hundred Ninety-Five Thousand Dollars (\$295,000) of general funds to pay for the construction of the Park Improvements (the "Additional District Park Construction Funds" and together with the Original District Park Construction Funds, herein after collectively referred to as the "District Park Construction Funds").

E. The District has obtained and will also contribute an additional Four Hundred Fifteen Thousand (\$415,000) of restricted funds to pay for specified landscaping and irrigation improvements as detailed herein (the "Restricted Park Funds").

F. The District Park Construction Funds, and Restricted Park Funds collectively with the County Park Construction Funds, shall hereinafter be referred to as the "Total Park Construction Funds".

G. As allowed under Section 5.4 of the Services Agreement, the scope and scale of the Park Improvements required to be constructed and the budget for construction of the Park Improvements have been refined to maximize the improvements to be constructed based on the available Total Park Construction Funds.

H. Under Section 9.1 of the Services Agreement, the parties agreed on the amount of the Development Management Fee to be paid to the Consultant for the services to be rendered under the Services Agreement. The parties agree that no increase in the Development Management Fee is necessitated as a result of the expanded scope of services to be provided by the Consultant under the Services Agreement, as modified by this Second Amendment.

I. To implement and effectuate the Services and construction of the Park Improvements, the County, the District and the Consultant desire to enter into this Second Amendment to:

1. Document the commitment by the County to contribute the County Park Construction Funds;
2. Document the commitment by the Park District to contribute the Additional District Park Construction Funds;
3. Document the commitment by the Park District to contribute the Restricted Park Funds;
4. Amend the Services Agreement to govern the disbursements of the Total Park Construction Funds;
5. Amend the Services Agreement to allow for the use of excess proceeds to fund an operating, maintenance, and replacement reserve for the Park Improvements;
6. To make additional non-substantive revisions to effectuate the terms of this Second Amendment.

NOW, THEREFORE, the County, the District and the Consultant agree as follows:

ARTICLE 1.
AMENDMENTS TO SERVICES AGREEMENT

Section 1.1 Amendment to Section 5.1. Section 5.1 (c) and (d) of the Services Agreement is hereby deleted in its entirety and replaced and amended to read as follows:

"(c) The Owner and the District have committed the Total Park Construction Funds to finance the Park Costs and are hereby electing to expand the Development Services to be provided by the Consultant under this Agreement to include the construction of the Park Improvements, as defined in the First Amendment and updated to include the additional scope identified in Schedule II under this Second Amendment. The Development Services to be provided by Consultant under this Agreement, other than the

Predevelopment Activities, must be proceeded by a written notice to proceed from the Owner to the Consultant.

(d) The Owner, at its sole and absolute discretion, may make available additional funding to pay for the Enhanced Park Improvements, as defined in the First Amendment, and identified in the Approved Development Budget, and may elect to expand the Development Services that the Consultant shall perform under this Agreement. If and to the extent the Development Services are expanded to include the Enhanced Park Improvements, the Consultant shall not receive any additional compensation other than the compensation set forth in Section 9.1 hereof "

Section 1.2 Amendment to Section 5.4. Section 5.4 of the Services Agreement is hereby deleted in its entirety and replaced and amended to read as follows:

"(a) As of the date of this Second Amendment, the parties have revised the Park Scope and Financing Proposal in the form attached here to as Attachment I-A, incorporated herein by this reference; which replaces and supersedes Attachment II of the First Amendment and Exhibit E of the Services Agreement. The revised Park Scope and Financing Proposal incorporates the Additional District Park Construction Funds made available for the construction of the Park Improvements under this Second Amendment and also includes the Ayala Park Landscape and Irrigation Costs identified in Attachment I-B which specifies the landscaping and irrigation improvements that are required to be entirely funded using the Restricted Park Funds (the "Restricted Park Fund Eligible Activities"), which together constitute the "Approved Park Development Budget". The Consultant's responsibility and obligation to complete the Development Services required hereunder and cause construction of the Park Improvements shall be limited to the amount of funding available to the Owner which shall be reflected in the Approved Park Development Budget, in the form attached hereto as Attachment I-A.

(b) Consultant shall submit any material revision to the Approved Park Development Budget to the Owner for its review and approval prior to undertaking any work not covered by the Approved Park Development Budget. The Owner shall review any revisions to the Approved Park Development Budget and shall either approve or disapprove the revisions to the Approved Park Development Budget in writing within fifteen (15) days of receipt, which approval shall not be unreasonably withheld. If disapproved, the Owner shall give specific reasons in writing for disapproval and the required revisions to the previously submitted Approved Park Development Budget. If the revisions to the Approved Park Development Budget are disapproved, Consultant shall resubmit, a revised Park Scope and Financing Proposal within fifteen (15) days of notification of disapproval. The Owner shall either approve or disapprove the submitted revised Park Scope and Financing Proposal within fifteen (15) days of the date such revised Park Scope and Financing Proposal is received by the Owner which approval shall not be unreasonably withheld. Consultant shall provide or require its general contractor to provide latent defect insurance for a ten (10) year period commencing after Completion of the Park Improvements naming the County and Park District as additional insureds.

(c) Notwithstanding anything to the contrary herein, the Consultant may transfer or reallocate funds among line items in the Approved Park Development Budget by providing written notice to the Owner so long as the Consultant has not fully depleted the contingency that is approved under the Approved Park Development Budget. If the Developer has fully depleted the contingency in the Approved Park Development Budget, the Consultant shall not transfer or reallocate funds among line items in the Approved Park Development Budget without first obtaining the Owner prior written approval, which approval shall not be unreasonably conditioned, withheld or delayed.

(d) The Owner intends to continue to make reasonable efforts to obtain or otherwise provide additional revenues, grants, loans or funds to pay for the Enhanced Park Improvements."

Section 1.3 Amendment to Section 7.1. Section 7.1 (c) of the Services Agreement is hereby deleted in its entirety and replaced and amended as follows:

"(c) The District previously agreed to contribute the Original District Park Construction Funds in an amount not to exceed Three Million Three Hundred Eighty Thousand Dollars (\$3,380,000). The District has agreed to contribute an additional Two Hundred Ninety Five Thousand Dollars (\$295,000), bringing the total amount of funds committed by the District to finance Park Costs to Three Million Six Hundred Seventy Five Thousand Dollars (\$3,675,000) (collectively, the "District Park Construction Funds"). The District's shall transfer the District Park Construction Funds directly to the Owner, within five (5) business days of the District's receipt of a written request from the Owner. The Owner shall be responsible for disbursing the District Park Construction Funds to the Consultant pursuant to Section 7.3(b) below. In addition, the Consultant shall fund and submit reimbursement for any and all disbursements of Restricted Park Funds required to reimburse the Consultant for the completed Restricted Park Fund Eligible Activities. All costs shall be reimbursed to the Consultant pursuant to Section 7.4 below."

Section 1.4 Addition of Section 7.6. The Services Agreement is hereby amended to add Section 7.6 which shall read as follows:

"Section 7.6. Park Reserve.

Notwithstanding anything to the contrary in the Services Agreement, the parties hereby agree that if and to the extent any District Park Construction Funds remain unspent after the completion of construction all the Park Improvements, up to Two Hundred Ninety Five Thousand Dollars (\$295,000) of the excess funds shall be returned to the District, and the District shall be required to capitalize a segregated reserve account the funds of which shall be used by the District solely to pay operating, maintenance and replacement costs for the Park Improvements constructed. Nothing in this Section 7.6 shall be read to allow the distribution or use of any Restricted Park Funds or County Park Construction Funds for purposes of funding anything other than construction of the Restricted Park Fund Eligible Activities and the Park Improvements, as applicable."

Section 1.5 No Other Changes to the Services Agreement. Except as expressly modified by this Second Amendment, all other provisions of the Services Agreement remain unmodified and continue in full force and effect.

Section 1.6 Conflicts with the Services Agreement. In the event of any conflict between this Second Amendment and the Services Agreement, the provisions of this Second Amendment shall prevail.

Section 1.7 Effective Date. This Second Amendment shall be effective on the date first set forth above.

Section 1.8 Successors and Assigns. This Second Amendment shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

Section 1.9 California Law. This Second Amendment shall be governed by and construed in accordance with the laws of the State of California.

Section 1.10 Counterparts; Multiple Originals. This Second Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signature Page(s) Follow.]

IN WITNESS WHEREOF, the Districts and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

BLOOMINGTON RECREATION & PARK DISTRICT

Curt Hagman, Chair, Board of Supervisors

Curt Hagman, Chairman, Board of Directors

Dated: _____

Dated: _____

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

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

Lynna Monell,
Clerk of the Board of Supervisors
of the County of San Bernardino

Lynna Monell, Secretary

By: _____
Deputy

By: _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Dawn Martin, County Counsel	► _____	► Trevor Leja, Deputy Director
Date _____	Date _____	Date _____

CONSULTANT:

Bloomington Park Developer, LLC, a California limited Liability company

By: The Related Companies of California, LLC, a California limited liability company, its Sole Member

By: _____
Frank Cardone, President

ATTACHMENT I-A

AMENDED EXHIBIT E OF SERVICES AGREEMENT
PARK SCOPE AND FINANCING PROPOSAL

Attachment I-A-1

**ATTACHMENT I-A
PARK SCOPE AND FINANCING PROPOSAL**

Description	2nd Amendment to DSA Revised Park Improvements				Platinum/Enhanced Park Improvements
	Qty	Unit	Unit Cost	TOTAL	TOTAL
<u>HARD COST</u>					
Mobilization-Demo And Clearing					
Mobilization	1	LS	\$35,000	\$35,000	\$35,000
Clear And Grub	5	AC	\$5,000	\$23,750	\$23,750
Mobilization-Demo And Clearing				\$58,750	\$58,750
Grading/Drainage/Sewer/Water					
SWPPP Measures	1	LS	\$26,000	\$26,000	\$26,000
PM-10 Dust Control Measures	1	LS	\$15,000	\$15,000	\$15,000
Earthwork	4,604	CY	\$30	\$138,120	\$138,120
Fine Grading	90,000	SF	\$0.55	\$49,500	\$49,500
Grading/Drainage/Sewer/Water				\$228,620	\$228,620
Playground					
Play Equipment - Tot Lot	1	EA	\$75,000	\$75,000	\$75,000
Play Equipment - Child Play	1	EA	\$50,000	\$50,000	\$100,000
Concrete Curb At Play Area	430	LF	\$35	\$15,050	\$15,050
3" Concrete Base (remove scope)	0	SF	\$7	\$0	\$31,640
Sign	3	EA	\$1,200	\$3,600	\$3,600
Catch Basin	2	EA	\$2,500	\$5,000	\$5,000
Water Play Sleeve Connections (added scope)	1	EA	\$3,000	\$3,000	\$0
Water Play	0	EA	\$600,000	\$0	\$600,000
Rubber Matting	0	SF	\$17	\$0	\$76,840
Concrete Water Play	0	SF	\$15	\$0	\$29,475
Playground				\$151,650	\$936,605
Teen Play					
Play Equipment	0	EA	\$45,000	\$0	\$45,000
Concrete Curb At Play	0	LF	\$35	\$0	\$6,125
Rubber Matting	0	SF	\$17	\$0	\$27,200
3" Concrete Base	0	SF	\$7	\$0	\$10,560
Catch Basin	0	EA	\$1,300	\$0	\$1,300
Table Tennis	0	EA	\$6,500	\$0	\$6,500
Corn Hole	0	EA	\$1,750	\$0	\$1,750
Game Table	0	EA	\$4,350	\$0	\$4,350
Foosball	0	EA	\$6,750	\$0	\$6,750
Decomposed Granite 3"	0	SF	\$6	\$0	\$5,170
Concrete Curb 6"X6"	0	LF	\$14	\$0	\$980
Teen Play				\$0	\$115,685

**ATTACHMENT I-A
PARK SCOPE AND FINANCING PROPOSAL**

Description	2nd Amendment to DSA Revised Park Improvements				Platinum/Enhanced Park Improvements
	Qty	Unit	Unit Cost	TOTAL	TOTAL
Site Features					
Picnic Table - 6' (new scope = 26 tables)	26	EA	\$1,650	\$42,900	\$44,550
Picnic Table - Ada (add 5 tables; total 10)	10	EA	\$1,650	\$16,500	\$16,500
Bench	3	EA	\$1,000	\$3,000	\$3,000
Sign - Entrance	1	EA	\$15,000	\$15,000	\$15,000
Trash Receptacle - Metal	12	EA	\$800	\$9,600	\$9,600
Trash Enclosure & Gates	1	EA	\$22,150	\$22,150	\$22,150
Drinking Fountain	2	EA	\$7,700	\$15,400	\$15,400
Drinking Fountain (Sump)	2	EA	\$750	\$1,500	\$1,500
Barbecue Grill - Standard	4	EA	\$750	\$3,000	\$3,000
Barbecue Grill - Group	2	EA	\$1,100	\$2,200	\$2,200
Ash Container	5	EA	\$1,000	\$5,000	\$5,000
Decomposed Granite At Tree Wells (remove scope)	0	SF	\$6	\$0	\$1,170
Flag Poles (20')	2	EA	\$5,000	\$10,000	\$10,000
Flag Poles (30')	1	EA	\$6,500	\$6,500	\$6,500
Relocate Monument	1	EA	\$5,000	\$5,000	\$5,000
Game Table	0	EA	\$4,350	\$0	\$13,050
Table Tennis	0	EA	\$6,500	\$0	\$6,500
Corn Hole	0	EA	\$1,750	\$0	\$1,750
Group Barbecue Counter	0	EA	\$8,400	\$0	\$8,400
Bocce Ball	0	SF	\$12	\$0	\$17,580
Decomposed Granite At Game Tables	0	SF	\$6	\$0	\$12,420
Concrete Curb At D.G.	0	LF	\$14	\$0	\$1,680
Boulders (2-3' Dia.)	0	EA	\$150	\$0	\$1,200
Boulders (4-6' Dia.)	0	EA	\$350	\$0	\$2,800
Site Features				\$157,750	\$225,950
Exercise Stations					
Decomposed Granite 3"	0	SF	\$7	\$0	\$5,635
Concrete Curb 6" X 6"	0	LF	\$14	\$0	\$2,240
Exercise Equipment	0	EA	\$75,000	\$0	\$75,000
Exercise Stations				\$0	\$82,875
Parking Lot					
Asphalt Paving (3" W/ 4" Base) W/Seal Coat	31,277	SF	\$5	\$156,385	\$154,450
Concrete Curb - 6"	1,560	LF	\$21	\$32,760	\$32,760
Striping - Single Line Stalls	77	EA	\$200	\$15,400	\$15,400
Striping (Disabled) - Emblem & Sign	6	EA	\$500	\$3,000	\$3,000
ADA Ramps	2	EA	\$2,750	\$5,500	\$5,500
ADA Wheelstops	6	EA	\$750	\$4,500	\$4,500
Provide And Install Stop Signs	1	EA	\$350	\$350	\$350
Provide And Install Directional Arrows	4	EA	\$350	\$1,400	\$1,400
Stop Bar And Letters	1	EA	\$500	\$500	\$500
Curb Paint	360	LF	\$3	\$1,080	\$1,080
Permeable Paving (Parking Stalls)	0	SF	\$8	\$0	\$114,320
Parking Lot				\$220,875	\$333,260
Street Improvements					
Curb And Gutter-8"	275	LF	\$30	\$8,250	\$8,250
Asphalt & Base - Street Section	5,109	SF	\$6	\$28,100	\$28,100
Grind And Overlay At Marygold	5,000	SF	\$4	\$20,000	\$20,000
Concrete Paving- 4"	1,855	SF	\$7	\$12,985	\$12,985
Ada Ramps	2	EA	\$2,500	\$5,000	\$5,000
Striping	275	LF	\$5	\$1,375	\$1,375
Street Improvements				\$75,710	\$75,710
Hardscape					
Concrete Paving- 4" (added budget)	46,537	SF	\$7	\$325,759	\$253,715
Concrete Paving- 4" Stamped & Colored (added scope)	1,360	SF	\$15	\$20,400	\$20,400
Concrete Paving- 4" Stream	0	SF	\$21	\$0	\$67,410
Rubberized Walk	0	SF	\$9	\$0	\$7,110
Concrete Curb 6"x6"	0	LF	\$14	\$0	\$8,120
Hardscape				\$346,159	\$356,755

**ATTACHMENT I-A
PARK SCOPE AND FINANCING PROPOSAL**

Description	2nd Amendment to DSA Revised Park Improvements				Platinum/Enhanced Park Improvements
	Qty	Unit	Unit Cost	TOTAL	TOTAL
Basketball					
6" Colored Concrete - Full Court (added scope)	4,202	SF	\$15	\$63,030	\$57,750
Pole / Backboard / Hoops / Nets (added scope)	1	EA	\$6,000	\$6,000	\$6,000
Striping (added scope)	875	LF	\$4	\$3,500	\$1,680
Basketball				\$72,530	\$65,430
Walls / Fences					
Pilaster 6'	8	EA	\$1,800	\$14,400	\$27,000
Tubular Steel Fence 6'	320	LF	\$70	\$22,400	\$22,400
Tubular Steel Double Pedestrian Gate	1	EA	\$5,000	\$5,000	\$5,000
Tubular Steel Double Vehicle Gate	1	EA	\$9,500	\$9,500	\$9,500
Tubular Steel Single Pedestrian Gate	1	EA	\$2,500	\$2,500	\$2,500
Split Face Block Wall (6'), 1 Side (No longer Split Face; Now Precision Block)	590	LF	\$35	\$20,650	\$67,850
Tubular Steel Fence At Dog Park 6'	415	LF	\$85	\$35,275	\$35,275
Tubular Steel Single Pedestrian Gate	4	EA	\$2,500	\$10,000	\$10,000
PVC Split - Rail Fence (2-Rail)	0	LF	\$23	\$0	\$10,005
Walls/Fences				\$119,725	\$189,530
Landscaping					
Soil Prep / Fine Grading (includes Dog Park)	101,540	SF	\$0.50	\$50,770	\$50,770
Weed Abatement	101,540	SF	\$0.25	\$25,385	\$25,385
90 Day Maintenance Period	101,540	SF	\$0.25	\$25,385	\$25,385
Root Barrier (Linear)	1,250	LF	\$4	\$5,000	\$5,000
1 Gallon Shrub	2,500	EA	\$15	\$37,500	\$30,000
5 Gallon Shrub	500	EA	\$45	\$22,500	\$56,250
Trees (15 Gal.)	105	EA	\$150	\$15,750	\$15,750
Trees (24" Box)	45	EA	\$325	\$14,625	\$14,625
Trees (36" Box)	10	EA	\$750	\$7,500	\$7,500
DG - Dog Park Only (added scope)	7,800	SF	\$6.00	\$46,800	\$0
Turf Hydroseed (includes Dog Park)	60,715	SF	\$0.35	\$21,250	\$21,250
Wood Mulch-3"	378	CY	\$60	\$22,680	\$22,680
Palms (added scope: 22 trees)	22	EA	\$3,000	\$66,000	\$132,000
Landscaping				\$361,145	\$406,595
Irrigation					
Rotor Areas (includes Dog Park)	60,715	SF	\$1.05	\$63,751	\$63,751
Hardline Drip Areas	40,825	SF	\$1.50	\$61,238	\$61,238
Controller	1	EA	\$15,000	\$15,000	\$15,000
Fertigation	1	EA	\$5,500	\$5,500	\$5,500
Backflow Preventer	1	EA	\$4,000	\$4,000	\$4,000
Booster Pump	1	EA	\$15,000	\$15,000	\$15,000
Master Valve	1	EA	\$1,500	\$1,500	\$1,500
Flow Meter	1	EA	\$650	\$650	\$650
Irrigation				\$166,638	\$166,638
Architecture-Community Space					
Pre-Fab Restroom (add 1 restroom; total 2 restrooms & closet)	2	EA	\$100,000	\$165,000	\$165,000
Large Picnic Shelter (remove scope)	0	EA	\$12,000	\$0	\$12,000
Pavillion	1	EA	\$100,000	\$100,000	\$100,000
Medium Picnic Shelter (add 2nd)	2	EA	\$70,000	\$140,000	\$140,000
Large Picnic Shelter (add 2nd)	2	EA	\$80,000	\$160,000	\$160,000
Trellis - Curved	1	EA	\$70,000	\$70,000	\$70,000
Trellis - Straight	2	EA	\$60,000	\$120,000	\$120,000
Equipment Enclosure-Water Play	0	EA	\$25,000	\$0	\$25,000
Shade Sails At Dog Park	0	SF	\$66	\$0	\$32,010
Shade Sails At Play Areas (add 1 area)	1,242	SF	\$66	\$82,000	\$164,010
Architecture-Community Space				\$837,000	\$988,020

**ATTACHMENT I-A
PARK SCOPE AND FINANCING PROPOSAL**

Description	2nd Amendment to DSA Revised Park Improvements				Platinum/Enhanced Park Improvements
	Qty	Unit	Unit Cost	TOTAL	TOTAL
Lighting / Electrical					
Security Walkway / Lights	20	EA	\$4,500	\$90,000	\$90,000
Conduit, Conductor & Misc. Items	1	LS	\$150,000	\$150,000	\$150,000
Parking Lot Lights	10	EA	\$8,500	\$85,000	\$85,000
Flagpole Lights	3	EA	\$1,500	\$4,500	\$4,500
Play Area Lights (added scope)	1	LS	\$34,000	\$34,000	\$34,000
Basketball Lights	1	LS	\$0	\$0	\$17,000
Lighting/Electrical				\$363,500	\$380,500
Offsite Wet Utilities					
Sewer-From Valley Blvd - Deepend Manhole	1	EA	\$42,500	\$42,500	\$42,500
Water Irrigation Line Booster	1	EA	\$25,000	\$25,000	\$25,000
Water Irrigation-3" Line From Valley	1	EA	\$43,000	\$43,000	\$43,000
Water Domestic-From Valley Blvd	1	EA	\$21,000	\$21,000	\$21,000
Storm Drain	1	EA	\$164,000	\$164,000	\$164,000
Offsite Wet Utilities				\$295,500	\$295,500
Subtotal Hard Cost Construction / Direct Costs				\$3,455,552	\$4,906,423
Contractor - Mark-Up					
Contractor Contingency			5.00%	\$172,778	\$245,321
General Conditions			6.00%	\$217,700	\$309,105
Contractor Overhead			3.00%	\$115,381	\$163,825
Contractor Profit			5.00%	\$192,301	\$273,042
Contractor Insurance			1.00%	\$41,537	\$58,977
Contractor - Mark-Up				\$739,697	\$1,050,271
Total GC Contract				\$4,195,249	\$5,956,694
Construction Contingency				\$220,813	\$148,917
Total Hard Costs				\$4,416,062	\$6,105,611

**ATTACHMENT I-A
PARK SCOPE AND FINANCING PROPOSAL**

Description	2nd Amendment to DSA Revised Park Improvements				Platinum/Enhanced Park Improvements
	Qty	Unit	Unit Cost	TOTAL	TOTAL
<u>SOFT COSTS</u>					
Predevelopment Work:					
Architecture				\$145,000	\$145,000
Civil Engineering				\$110,000	\$110,000
Environmental Engineering (Phase I And II)				\$10,000	\$10,000
Geotechnical Engineering				\$15,000	\$15,000
NEPA / CEQA Reports				\$50,000	\$50,000
Archeo/Paleo/OalBio Monitoring				\$12,500	\$12,500
Acoustical Engineering				\$5,000	\$5,000
Traffic Engineering				\$5,000	\$5,000
Utility Consultant				\$7,500	\$7,500
Other Consultants				\$15,000	\$15,000
Blueprinting / Printing / Copying				\$5,000	\$5,000
Planning/Zoning Applications + Processing Fees				\$25,000	\$25,000
Legal Fees				\$25,000	\$25,000
Demolition And Remediation				\$205,000	\$205,000
Predevelopment Work				\$635,000	\$635,000
Fees & Permits					
Plan Check & Permit Fees				\$30,000	\$30,000
Other Development Impact Fees				\$30,000	\$30,000
Utilities - Rule 20 - SoCal Gas				\$5,000	\$5,000
Utilities - Rule 20 - SCE, ATT, Charter				\$395,000	\$395,000
Marygold: Street Lights				\$20,000	\$20,000
Marygold: Trenching				\$50,000	\$50,000
Fees & Permits				\$530,000	\$530,000
Development Management Fees (Developer Fee)					
Development Management Fees				\$500,000	\$500,000
Development Management Fees				\$500,000	\$500,000
Other Costs					
Accounting / Administration				\$5,000	\$0
Other Costs				\$5,000	\$0
Soft Cost Contingency					
Soft Cost Contingency				\$3,938	\$51,189
Soft Cost Contingency				\$3,938	\$51,189
Total Soft Costs				\$1,673,938	\$1,716,189
<u>TOTAL SOURCES</u>					
Park Construction Funds					
Park Predevelopment Funds				\$635,000	\$635,000
County Park Construction Funds				\$1,365,000	\$1,365,000
District Park Construction Funds				\$3,380,000	\$3,380,000
Special Districts Contribution				\$295,000	\$295,000
Fontana Water Grant				\$415,000	\$415,000
TOTAL SOURCES				\$6,090,000	\$6,090,000
TOTAL USES					
Total Hard Costs				\$4,416,062	\$6,105,611
Total Soft Costs				\$1,673,938	\$1,716,189
TOTAL USES				\$6,090,000	\$7,821,800
Surplus/(Gap)				\$0	-\$1,731,800

ATTACHMENT I-B

AYALA PARK LANDSCAPE AND IRRIGATION COSTS



ATTACHMENT I-B

Ayala Park Landscape and Irrigation Costs

CLIENT: Related California/
County of San Bernardino

DATE: July 16, 2020
JOB NUMBER: 170856

PROJECT: Ayala Park

COST ESTIMATE: Landscape and Irrigation

The following items are currently budgeted for installation at Ayala Park located in the unincorporated area of Bloomington, Ca. within the County of San Bernardino

LANDSCAPING

SOIL PREP / FINE GRADING	101,540	S.F.	\$0.50	\$50,770
WEED ABATEMENT	101,540	S.F.	\$0.25	\$25,385
90 DAY MAINTENANCE PERIOD	101,540	S.F.	\$0.25	\$25,385
ROOT BARRIER (LINEAR)	1,250	L.F.	\$4.00	\$5,000
1 GALLON SHRUB	2,500	EACH	\$15.00	\$37,500
5 GALLON SHRUB	500	EACH	\$45.00	\$22,500
TREES (15 GAL.)	105	EACH	\$150.00	\$15,750
TREES (24" BOX)	45	EACH	\$325.00	\$14,625
TREES (36" BOX)	10	EACH	\$750.00	\$7,500
PALMS	7	EACH	\$3,000.00	\$21,000
GROUND COVER	890	S.F.	\$0.30	\$267
WOOD MULCH-3"	378	C.Y.	\$60.00	\$22,680

LANDSCAPING \$248,362

IRRIGATION

AUTOMATIC IRRIGATION SYSTEM				
ROTOR AREAS	60,715	S.F.	\$1.05	\$63,751
HARDLINE DRIP AREAS	40,825	S.F.	\$1.50	\$61,238
CONTROLLER	1	EACH	\$15,000.00	\$15,000
FERTIGATION	1	L.S.	\$5,500.00	\$5,500
BOOSTER PUMP	1	L.S.	\$15,000.00	\$15,000
BACKFLOW PREVENTER	1	L.S.	\$4,000.00	\$4,000
MASTER VALVE	1	L.S.	\$1,500.00	\$1,500
FLOW METER	1	L.S.	\$650.00	\$650

IRRIGATION \$166,638

Total \$415,000

The above items are being submitted as items to be installed per the plans for the Ayala Park project. If any further information is needed please feel free to contact our office.

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