

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

This Fourth Amendment to the Consulting and Development Services Agreement (the "Fourth Amendment") is entered into as of October 5, 2021, by and among the San Bernardino County, 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 Fourth 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"), as further amended by that Second Amendment To The Consulting and Development Services agreement (the "Second Amendment") and as further amended by that Third Amendment To The Consulting and Development Services agreement (the "Third Amendment" and together with the Original Services Agreement, the First Amendment, the Second Amendment, and the Third Amendment hereinafter collectively referred to as the "Services Agreement").

B. The Services Agreement governs the design and the development of the public park that will be constructed on the Park Parcel.

C. The County and the District have secured additional funding from the State of California which the parties desire to use to fund the construction of the "Additional Park Improvements" as defined below.

D. The County, the District and the Consultant desire to enter into this Fourth Amendment to: (1) to conditionally commit the "Additional Park Funding" as described in this Fourth Amendment; (2) revise the Approved Park Development Budget for the existing Park Improvements (3) approve the Additional Park Improvement Budget (defined below); (4) adopt the "Additional Park Improvement Scope of Work" (defined below); (5) update the Approved Development Schedule for the construction and completion of the Park Improvements and conditionally adopt the Additional Park Improvement Development Schedule; and (6) make additional non-substantive revisions to effectuate the terms of this Fourth 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 1.1(a). Section 1.1(a) of the Services Agreement is amended and restated in its entirety as follows:

"(a) "Approved Park Development Budget" means the budget of all estimated expenses which will be incurred by or on behalf of the Owner in connection with the Development Matters, as prepared by the Consultant and approved by the Owner. Updates to the Approved Park Development Budget must be approved by the Owner pursuant to Section 5.4 below, and any amendments to the Approved Park Development Budget will be appended to Exhibit C to this Agreement and by this reference be incorporated into this Agreement. Subject to the satisfaction of the conditions set forth in Section 7.3(c), the approved Park Development Budget shall incorporate the Additional Park Improvement Budget (defined below)."

Section 1.2 Amendment to Section 1.1(i). Section 1.1(i) of the Services Agreement is amended and restated in its entirety as follows:

"(i) "Development Schedule" means the schedule of Development Services to be carried out by or on behalf of the Owner in connection with the Development Matters, consisting of the development of the Park Improvements (and subject to the satisfaction of the conditions set forth in Section 7.3(c)), the development of the Additional Park Improvements, as prepared by the Consultant and approved by the Owner. Updates to the Development Schedule must be approved by the Owner pursuant to Section 4.2(c) below, and any amendments to the Development Schedule will be appended to Exhibit D to this Agreement by this reference be incorporated into this Agreement."

Section 1.3 Amendment to Section 1.1(j). Section 1.1(j) of the Services Agreement is amended and restated in its entirety as follows:

"(j) "Development Services" means the services to be provided by the Consultant under this Agreement, including performance of all Development Matters and the Predevelopment Activities related solely to the Park. Subject to the satisfaction of the conditions set forth in Section 7.3(c), the Development Services shall also include the additional services to be provided by the Consultant related to the construction of the Additional Park Improvements."

Section 1.4 Amendment to Section 1.1(k). Section 1.1(k) of the Services Agreement is amended and restated in its entirety as follows:

"(k) "Expiration Date" means the Completion of the Park Improvements, but in any event no later than five years after the Effective Date, unless automatically extended by the *force majeure* provisions of Section 14.12 or by mutual agreement of the Parties. Subject to the satisfaction of the conditions set forth in Section 7.3(c), the Expiration Date may be extended by an additional twelve (12) months, or as reasonably necessary to complete the Additional Park Improvements"

Section 1.5 Amendment to Section 1.1(r). Section 1.1(r) is added to Section 1.1 of the Services Agreement to read as follows:

"(r) "Additional Park Funding" means the additional One Million Five Hundred Thousand Dollars (\$1,500,000) of funding conditionally committed for the construction of the Additional Park Improvements subject to the satisfaction of requirements and conditions set forth in Section 7.3(c)."

Section 1.6 Amendment to Section 1.1(s). Section 1.1(s) is added to Section 1.1 of the Services Agreement to read as follows:

"(s) "Additional Park Improvement Budget" means the budget of all estimated expenses which will be incurred by or on behalf of the Owner in connection with the Additional Park Improvements, specifically identified in Attachment I-B of this Fourth Amendment, which shall become part of the Approved Development Budget upon the satisfaction of the conditions set forth in Section 7.3(c). The Consultant shall segregate and keep separate records for the costs paid for the Additional Park Improvements and expenditures under the Additional Park Improvement Budget."

Section 1.7 Amendment to Section 1.1(t). Section 1.1(t) is added to Section 1.1 of the Services Agreement to read as follows:

"(t) "Additional Park Improvements" means the improvements identified in the additional scope of work identified in the attached Attachment III-B of this Fourth Amendment, which shall become part of the Development Services required to be performed under this Agreement upon the satisfaction of the conditions set forth in Section 7.3(c), and will at such time supersede and replace Exhibit E of Services Agreement."

Section 1.8 Amendment to Section 2.1. Subsection (c) is added to Section 2.1 of the Services Agreement to read as follows:

"(c) "Subject to the satisfaction of the conditions set forth in Section 7.3(c), the purposes of this Agreement is to provide for the orderly completion of the Additional Park Improvements and the disbursement of the Additional Park Funding consistent with the Additional Park Improvement Budget."

Section 1.9 Amendment to Approved Park Development Budget. The Approved Park Development Budget attached to the Second Amendment as Attachment I-A is hereby deleted in its entirety and replaced with Attachment I-A of this Fourth Amendment, incorporated herein by this reference, which replaces the Approved Development Budget attached as Exhibit C to the Services Agreement. From and after the effective date of this Fourth Amendment, the Consultant may continue to utilize all of the funds identified in the Approved Park Development Budget, to pay for the construction of the Park Improvements and other related costs approved thereunder. If and to the extent the conditions set forth in Section 7.3(c) are not satisfied, then the Consultant shall complete the Park Improvements (exclusive of the Additional Park Improvements) utilizing only the funds identified in the Approved Development Budget attached hereto as Attachment I-A of this Fourth Amendment. If and to the extent the conditions set forth in Section 7.3(c) are satisfied, then the Consultant shall complete the Additional Park Improvements utilizing solely the Additional Park Funding as prescribed in the Additional Park

Improvement Budget attached to this Fourth Amendment as Attachment I-B, which at such time be incorporated into Exhibit D to the Services Agreement.

Section 1.10 Amendment to Development Schedule. The Development Schedule attached to the Third Amendment as Attachment I is hereby deleted in its entirety and replaced with Attachment II-A of this Fourth Amendment, incorporated herein by this reference, which replaces the Approved Development Schedule attached as Exhibit D to the Services Agreement. If and to the extent the conditions set forth in Section 7.3(c) are not satisfied, then the Consultant shall complete the Park Improvements (exclusive of the Additional Park Improvements) by the date specified in the Development Schedule in Attachment II-A of this Fourth Amendment. Subject to the satisfaction of the conditions set forth in Section 7.3(c), the Development Schedule shall also incorporate the "Additional Park Improvement Development Schedule" attached to this Fourth Amendment as Attachment II-B, which at such time be incorporated into Exhibit D to the Services Agreement.

Section 1.11 Amendment to Section 5.1 of the Services Agreement. Section 5.1 of the Services Agreement is amended and restated in its entirety as follows:

"Section 5.1 Description of Services.

- (a) The initial Predevelopment Activities to be performed by the Consultant for the Park were set forth in the Approved Park Development Budget attached to the Original Services Agreement as Exhibit C. The Owner secured the Park Predevelopment Funds to pay for the Predevelopment Activities, and the Consultant was authorized to proceed to complete the Predevelopment Activities; which have been completed.
- (b) Under the Second Amendment the Owner and the District expanded the Development Services to be provided by the Consultant under the Agreement and committed the Total Park Construction Funds to finance the Park Improvements. As part of this Fourth Amendment, the Parties are hereby agreeing to modify the Park Scope and Financing Proposal for the existing Park Improvements and related development costs through the approval of Attachment III-A of this Fourth Amendment.
- (c) Under this Fourth Amendment, and subject to the satisfaction of the conditions set forth in Section 7.3(c), the Parties are conditionally adopting the scope of work attached hereto as Attachment III-B related to the Additional Park Improvements, subject to satisfaction of the conditions contained in Section 7.3(c) herein. The Development Services associated with the Additional Park Improvements that are to be provided by Consultant under this Agreement, must be preceded 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 may elect to expand the Development Services that the Consultant shall perform under this Agreement. If and to the extent the Development Services are further expanded, the Consultant shall not receive any additional compensation other than the compensation set forth in Section 9.1 hereof."

Section 1.12 Amendment to Section 5.4 of the Services Agreement. Section 5.4 of the Services Agreement is amended and restated in its entirety as follows:

"(a) As of the date of this Fourth 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 I-A of the Second Amendment and Exhibit E of the Services Agreement. 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) Subject to the satisfaction of the conditions set forth in Section 7.3(c), the revised Park Scope and Financing Proposal shall incorporate the Additional Park Funding for the construction of the Additional Park Improvements as identified in Attachment III-B of this Fourth Amendment, which shall constitute the "Approved Park Development Budget" only upon satisfaction of set forth in Section 7.3(c). The Consultant's responsibility and obligation to complete the Development Services required hereunder and cause construction of the Additional Park Improvements shall be limited to the amount of funding available to the Owner which shall be reflected in the Additional Park Improvement Budget, in the form attached hereto as Attachment I-B.

(c) Consultant shall submit any material revision to the Approved Park Development Budget or the Additional Park Improvement Budget to the Owner for its review and approval prior to undertaking any work not covered by the Approved Park Development Budget or the Additional Park Improvement Budget. The Owner shall review any revisions to the Approved Park Development Budget or the Additional Park Improvement Budget and shall either approve or disapprove the revisions to the Approved Park Development Budget or the Additional Park Improvement 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 or the Additional Park Improvement Budget. If the revisions to the Approved Park Development Budget or the Additional Park Improvement 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.

(d) Notwithstanding anything to the contrary herein, the Consultant may transfer or reallocate funds among line items in the Approved Park Development Budget or the Additional Park Improvement 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 or the Additional Park Improvement Budget. If the Developer has fully depleted the contingency in the Approved Park Development Budget or the Additional Park Improvement

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."

Section 1.13 Amendment to Section 7.1. Section 7.1 of the Services Agreement is hereby deleted in its entirety and replaced and amended as follows:

"(a) The Owner financed the approved Predevelopment Activities for the Park and committed an amount not to exceed Six Hundred Thirty-Five Thousand Dollars (\$635,000) (the "Park Predevelopment Funds") to pay for such expenses, which as of the effective date hereof have been completed.

(b) The Owner agreed to make available the County Park Construction Funds in an amount not to exceed One Million Three Hundred Sixty-Five Thousand Dollars (\$1,365,000) to finance the Park Costs. As of the date of this Fourth Amendment, all of the County Park Construction Funds have been disbursed.

(c) The District agreed to make available the District Park Construction Funds in an amount not to exceed Three Million Six Hundred Seventy-Five Thousand Dollars (\$3,675,000) to finance Park Costs and an additional Four Hundred Fifteen Thousand (\$415,000) of restricted funds to pay for specified landscaping and irrigation improvements (the "Restricted Park Funds").

(d) The Total Park Construction Funds (consisting of the County Park Construction Funds, the District Park Construction Funds, and the Restricted Funds) are to continue to be disbursed by the Owner pursuant to Section 7.3 of the Services Agreement to fund the Park Improvements and other related approved costs identified in the Approved Development Budget attached hereto as Attachment I-A. The Owner, the District and Consultant agree that the Park Construction Funds committed as of the date of the Fourth Amendment are sufficient to pay for the Park Costs as such costs are reflected in the Approved Park Development Budget, attached hereto as Attachment I-A. All costs shall be reimbursed to the Consultant pursuant to Section 7.4 below.

(e) The County is hereby conditionally committing the Additional Park Funding which the Consultant shall use to fund the construction of the Additional Park Improvements. The Additional Park Funding shall be disbursed by the Owner pursuant to Section 7.3 of the Services Agreement to fund the Additional Park Improvements and other related approved costs identified in the Additional Park Improvement Budget attached hereto as Attachment I-B. The Owner, the District and Consultant agree that the Additional Park Funding conditionally committed as of the date of the Fourth Amendment are sufficient to pay for the Additional Park Improvements as such costs are reflected in the Additional Park Improvement Budget attached hereto as Attachment I-B. All costs shall be reimbursed to the Consultant pursuant to Section 7.4 below.

(d) All Park Costs set forth in the Approved Park Development Budget shall be the responsibility of the Owner and the District, but the District's liability shall be limited solely to contributing the District Park Construction Funds. The Owner may increase the County Park Construction Funds, at its sole and absolute discretion, by committing additional funds for the construction of the Enhanced Park Improvements in accordance with Section 5.5.

(e) To the extent the Consultant advances costs on behalf of the Owner for any activities contemplated under this Agreement, the Consultant shall be reimbursed for such costs with no mark-up, pursuant to the procedures set forth in Section 7.4."

Section 1.14 Amendment to Section 7.3. Section 7.3(c) is added to the Services Agreement to read as follows:

"(c) The Owner and the District shall not be obligated to disburse any portion of the Additional Park Funding or take any other action hereunder unless the following conditions precedent are satisfied as of the initial disbursement and remain satisfied prior to each such disbursement of the such funds.

(1) All requirements set forth in Sections 7.3(a) and 7.3(b) have been and continue to be satisfied.

(2) The County has received written authorization from the State of California allowing the County to encumber and authorize the expenditure of the Additional Park Funding.

(3) The Owner and the District have issued a firm commitment letter and written notice to proceed to the Consultant under which the Owner and District confirm the availability of the Additional Park Funding, and authorize the Consultant to commence to construct the Additional Park Improvement Scope of Work consistent with the Additional Park Improvement Budget and Additional Park Improvement Development Schedule.

(4) Consultant has obtained all permits and approvals necessary for the construction of the Additional Park Improvements.

(5) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement, or under any other agreement between the Owner and Consultant or its Affiliates.

(6) Consultant has furnished the Owner with evidence of the insurance coverage meeting the requirements of Section 11.1 below.

(7) There exists no material adverse change in the financial condition of Consultant from that disclosed by Consultant to the Owner prior to the date of this Agreement.

(8) The Owner has received a written draw request from the Consultant, including certification that the condition set forth in Section 7.3(c)(1) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Additional Park Improvement Development Budget, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred."

Section 1.15 Section 9.1 Development Management Fee. Section 9.1 is hereby added to read as follows.

"Section 9.1 Development Management Fee. Notwithstanding anything to the contrary contained in the Services Agreement, the full amount of the Development Management Fee, including Retention Component, shall be paid upon completion of the Park Improvements (not including the Additional Park Improvements)."

ARTICLE 2.  
MISCELLANEOUS

Section 2.1 No Other Changes to the Services Agreement. Except as expressly modified by this Fourth Amendment, all other provisions of the Services Agreement remain unmodified and continue in full force and effect.

Section 2.2 Conflicts with the Services Agreement. In the event of any conflict between this Fourth Amendment and the Services Agreement, the provisions of this Fourth Amendment shall prevail.

Section 2.3 Effective Date. This Fourth Amendment shall be effective on the date first set forth above.

Section 2.4 Successors and Assigns. This Fourth Amendment shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

Section 2.5 California Law. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of California.

Section 2.6 Counterparts; Multiple Originals. This Fourth 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 Owner, Consultant, and Park District have entered into this Fourth Amendment as of the date first set forth above.

**OWNER:**

**SAN BERNARDINO COUNTY**, a political subdivision of the State of California

By: \_\_\_\_\_  
Curt Hagman, Chairman  
Board of Supervisors

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

MICHELLE D. BLAKEMORE  
County Counsel

By: Suzanne Bryant  
Suzanne Bryant,  
Deputy County Counsel

Date: 9.27.2021

**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  
Frank Cardone, President

**PARK DISTRICT:**

Bloomington Recreation and Park District, a California Special District

By: \_\_\_\_\_  
Curt Hagman, Chairman, Board of Directors

ATTACHMENT I-A

AMENDED EXHIBIT C OF SERVICES AGREEMENT  
UPDATED APPROVED PARK DEVELOPMENT BUDGET

**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
<b><u>SOFT COSTS</u></b>					
<b>Predevelopment Work:</b>					
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
<b>Predevelopment Work</b>				<b>\$635,000</b>	<b>\$635,000</b>
<b>Fees &amp; Permits</b>					
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
<b>Fees &amp; Permits</b>				<b>\$530,000</b>	<b>\$530,000</b>
<b>Development Management Fees (Developer Fee)</b>					
Development Management Fees				\$500,000	\$500,000
<b>Development Management Fees</b>				<b>\$500,000</b>	<b>\$500,000</b>
<b>Other Costs</b>					
Accounting / Administration				\$5,000	\$0
<b>Other Costs</b>				<b>\$5,000</b>	<b>\$0</b>
<b>Soft Cost Contingency</b>					
Soft Cost Contingency				\$3,938	\$51,189
<b>Soft Cost Contingency</b>				<b>\$3,938</b>	<b>\$51,189</b>
<b>Total Soft Costs</b>				<b>\$1,673,938</b>	<b>\$1,716,189</b>
<b>TOTAL SOURCES</b>					
<b>Park Construction Funds</b>					
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
<b>TOTAL SOURCES</b>				<b>\$6,090,000</b>	<b>\$6,090,000</b>
<b>TOTAL USES</b>					
Total Hard Costs				\$4,416,062	\$6,105,611
Total Soft Costs				\$1,673,938	\$1,716,189
<b>TOTAL USES</b>				<b>\$6,090,000</b>	<b>\$7,821,800</b>
<b>Surplus/(Gap)</b>				<b>\$0</b>	<b>-\$1,731,800</b>

**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
<b><u>HARD COST</u></b>					
<b>Mobilization-Demo And Clearing</b>					
Mobilization	1	LS	\$35,000	\$35,000	\$35,000
Clear And Grub	5	AC	\$5,000	\$23,750	\$23,750
<b>Mobilization-Demo And Clearing</b>				<b>\$58,750</b>	<b>\$58,750</b>
<b>Grading/Drainage/Sewer/Water</b>					
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
<b>Grading/Drainage/Sewer/Water</b>				<b>\$228,620</b>	<b>\$228,620</b>
<b>Playground</b>					
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
<b>Playground</b>				<b>\$151,650</b>	<b>\$936,605</b>
<b>Teen Play</b>					
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
<b>Teen Play</b>				<b>\$0</b>	<b>\$115,685</b>

**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
<b>Site Features</b>					
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
<b>Site Features</b>				<b>\$157,750</b>	<b>\$225,950</b>
<b>Exercise Stations</b>					
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
<b>Exercise Stations</b>				<b>\$0</b>	<b>\$82,875</b>
<b>Parking Lot</b>					
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
<b>Parking Lot</b>				<b>\$220,875</b>	<b>\$333,260</b>
<b>Street Improvements</b>					
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
<b>Street Improvements</b>				<b>\$75,710</b>	<b>\$75,710</b>
<b>Hardscape</b>					
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
<b>Hardscape</b>				<b>\$346,159</b>	<b>\$356,755</b>

**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
<b>Basketball</b>					
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
<b>Basketball</b>				<b>\$72,530</b>	<b>\$65,430</b>
<b>Walls / Fences</b>					
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
<b>Walls/Fences</b>				<b>\$119,725</b>	<b>\$189,530</b>
<b>Landscaping</b>					
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
<b>Landscaping</b>				<b>\$361,145</b>	<b>\$406,595</b>
<b>Irrigation</b>					
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
<b>Irrigation</b>				<b>\$166,638</b>	<b>\$166,638</b>
<b>Architecture-Community Space</b>					
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
<b>Architecture-Community Space</b>				<b>\$837,000</b>	<b>\$988,020</b>



**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
<b>Lighting / Electrical</b>					
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
<b>Lighting/Electrical</b>				<b>\$363,500</b>	<b>\$380,500</b>
<b>Offsite Wet Utilities</b>					
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
<b>Offsite Wet Utilities</b>				<b>\$295,500</b>	<b>\$295,500</b>
<b>Subtotal Hard Cost Construction / Direct Costs</b>				<b>\$3,455,552</b>	<b>\$4,906,423</b>
<b>Contractor - Mark-Up</b>					
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
<b>Contractor - Mark-Up</b>				<b>\$739,697</b>	<b>\$1,050,271</b>
<b>Total GC Contract</b>				<b>\$4,195,249</b>	<b>\$5,956,694</b>
<b>Construction Contingency</b>				<b>\$220,813</b>	<b>\$148,917</b>
<b>Total Hard Costs</b>				<b>\$4,416,062</b>	<b>\$6,105,611</b>

**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
<b><u>SOFT COSTS</u></b>					
<b>Predevelopment Work:</b>					
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
<b>Predevelopment Work</b>				<b>\$635,000</b>	<b>\$635,000</b>
<b>Fees &amp; Permtis</b>					
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
<b>Fees &amp; Permtis</b>				<b>\$530,000</b>	<b>\$530,000</b>
<b>Development Management Fees (Developer Fee)</b>					
Development Management Fees				\$500,000	\$500,000
<b>Development Management Fees</b>				<b>\$500,000</b>	<b>\$500,000</b>
<b>Other Costs</b>					
Accounting / Administration				\$5,000	\$0
<b>Other Costs</b>				<b>\$5,000</b>	<b>\$0</b>
<b>Soft Cost Contingency</b>					
Soft Cost Contingency				\$3,938	\$51,189
<b>Soft Cost Contingency</b>				<b>\$3,938</b>	<b>\$51,189</b>
<b>Total Soft Costs</b>				<b>\$1,673,938</b>	<b>\$1,716,189</b>
<b><u>TOTAL SOURCES</u></b>					
<b>Park Construction Funds</b>					
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
<b>TOTAL SOURCES</b>				<b>\$6,090,000</b>	<b>\$6,090,000</b>
<b><u>TOTAL USES</u></b>					
Total Hard Costs				\$4,416,062	\$6,105,611
Total Soft Costs				\$1,673,938	\$1,716,189
<b>TOTAL USES</b>				<b>\$6,090,000</b>	<b>\$7,821,800</b>
<b>Surplus/(Gap)</b>				<b>\$0</b>	<b>-\$1,731,800</b>

ATTACHMENT I-B

AMENDED EXHIBIT C OF SERVICES AGREEMENT  
ADDITIONAL PARK IMPROVEMENT BUDGET



LANDSCAPE ARCHITECTURE

4649 Brockton Avenue

(951) 369-0700

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CA License #2110

NV License #389

## 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
<b>LANDSCAPING</b>				<b>\$248,362</b>

#### 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
<b>IRRIGATION</b>				<b>\$166,638</b>

**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.

Dan Burkhart  
Senior Landscape Architect, ASLA  
RLA #6092 Certified Arborist WE-11637A

ATTACHMENT II-A

AMENDED EXHIBIT D OF SERVICES AGREEMENT  
UPDATED APPROVED DEVELOPMENT SCHEDULE

Attachment II-A-1

## EXHIBIT II-A

### ATTACHMENT I

#### AMENDED EXHIBIT D OF SERVICES AGREEMENT UPDATED DEVELOPMENT SCHEDULE

This Schedule of Performance ("Schedule") summarizes the schedule for various activities under the Consulting and Development Services Agreement (the "Services Agreement") to which this Exhibit D is attached. The description of items in this Schedule is meant to be descriptive only, and shall not be deemed to modify in any way the provisions of the Services Agreement to which such items relate. Section references herein to the Services Agreement are intended merely as an aid in relating this Schedule to other provisions of the Services Agreement and shall not be deemed to have any substantive effect.

Whenever this Schedule requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be complete and adequate for review by the Owner or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, Consultant shall consult with County staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

Notwithstanding anything to the contrary herein, administrative, non-substantive changes to this Exhibit D may be made by the authorized County representative, upon consultation with County Counsel, without further approval of the Board of Supervisors.

Action	Date
Community Engagement- Public Park. Owner (with cooperation of Consultant) to conduct any additional Community Workshop. [§5.9]	Deemed completed.
<u>Submission – Conceptual Site Map.</u> Consultant shall submit any updates to the Conceptual Site Map for County approval. [§5.5]	Deemed completed. Opportunity is provided in §5.5 for resubmission and further review of a disapproved revisions to the Site Map related to the inclusion of Enhanced Park Improvements.
<u>Review of Conceptual Site Map.</u> The County shall approve or disapprove any revisions to the Conceptual Site Map. [§5.5]	Deemed completed.
Demolition. Consultant to demolish all existing improvements. [5.11]	Deemed Complete.
<u>Submission – Financing Proposal.</u> Consultant shall prepare and submit the updates to the Scope and Financing Proposal for Owner approval. [§5.4]	Deemed complete, subject to revisions associated with additional funding for Enhanced Park Improvements.

Attachment I-1

Action	Date
<u>Review of Financing Proposal.</u> The Owner shall approve or disapprove the updates to the Scope and Financing Proposal. [§5.4]	Deemed completed.
<u>Environmental Review.</u> Consultant shall perform any additional environmental studies required by the Owner in connection with its environmental review of the Development in accordance with NEPA. [§5.6]	Deemed completed.
<u>Application – Land Use Approvals.</u> Consultant shall apply for the Land Use Approvals and shall provide evidence of the same to the Owner. [§5.8]	Deemed completed.
<u>Submission – Design Development Documents.</u> Consultant shall prepare and submit the Design Development Documents for Owner approval. [§5.7]	Deemed completed.
<u>Review Design Development Documents.</u> The Owner shall approve or disapprove the Design Development Documents. [§5.7]	Deemed completed.
<u>Update to Development Schedule.</u> the Consultant, in consultation with the Owner, shall develop a proposed update to the Development Schedule for the construction and completion of the Park Improvements [§4.2]	Deemed completed. Opportunity is provided in Section 4.2 for updates to Development Schedule for construction of Enhanced Park Improvements.
<u>Review Development Schedule.</u> The Owner shall approve or disapprove the updates to the Development Schedule. [§4.2]	Within 15 days after receipt of the proposed updates to the Development Schedule. Opportunity is provided in §4.2 for resubmission and further review of disapproved Development Schedule.
<u>Commencement of Construction of Park Improvements.</u>	Deemed complete
<u>Completion of Construction of Park Improvements.</u>	No later than March 13, 2022.
<u>Expiration Date.</u> Date the Park Improvements have been completed and the Park Owner has accepted title to the Park Improvements.	Five (5) years after the Effective Date of the Original Services Agreement, unless automatically extended by the <i>force majeure</i> provisions of Section 14.12 or by mutual agreement of the Parties.



ATTACHMENT II-B

AMENDED EXHIBIT D OF SERVICES AGREEMENT  
ADDITIONAL PARK IMPROVEMENT DEVELOPMENT SCHEDULE

ATTACHMENT II-B

ID	i	Task Name	Duration	Start	Finish	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1		<b>Ayala Park - Additional Scope</b>	<b>136 days</b>	<b>Mon 10/4/21</b>	<b>Mon 4/11/22</b>									
2		Additional Funding and Scope Approved	0 days	Mon 10/4/21	Mon 10/4/21									
3		<b>Landscape Site Furnishings</b>	<b>90 days</b>	<b>Mon 10/4/21</b>	<b>Fri 2/4/22</b>									
4		Site Furnishing Shop Drawings Prepared and Submitted for	10 days	Mon 10/4/21	Fri 10/15/21									
5		Site Furnishings Ordered (12 Week Lead Time)	60 days	Mon 10/18/21	Fri 1/7/22									
6		Install Landscape Site Furnishings	20 days	Mon 1/10/22	Fri 2/4/22									
7		<b>Custom Shade Sails</b>	<b>136 days</b>	<b>Mon 10/4/21</b>	<b>Mon 4/11/22</b>									
8		Request Shop Drawings from Manufacturer	10 days	Mon 10/4/21	Fri 10/15/21									
9		Shop Drawings Submitted to Landscape Architect for Approval	10 days	Mon 10/18/21	Fri 10/29/21									
10		Shop Drawings Submitted to County for Plan Check (12 Weeks)	60 days	Mon 11/1/21	Fri 1/21/22									
11		Plan Check Approved & Material Ordered (8 Week Lead Time)	40 days	Mon 1/24/22	Fri 3/18/22									
12		Shade Sail Material Delivered	0 days	Mon 3/21/22	Mon 3/21/22									
13		Install Shade Sails at Dog Park and Tot Lot	15 days	Tue 3/22/22	Mon 4/11/22									
14		<b>Zip Line Play</b>	<b>TBD</b>	<b>Mon 10/4/21</b>	<b>Mon 10/4/21</b>									
16		<b>Basketball Court Upgrades</b>	<b>TBD</b>	<b>Mon 10/4/21</b>	<b>Mon 10/4/21</b>									
18		<b>Landscape Irrigation, Sod, &amp; Misc. Material</b>	<b>TBD</b>	<b>Mon 10/4/21</b>	<b>Mon 10/4/21</b>									

ATTACHMENT III-A

AMENDED EXHIBIT E OF SERVICES AGREEMENT  
UPDATED PARK SCOPE AND FINANCING PROPOSAL FOR PARK IMPROVEMENTS

## EXHIBIT III - A

## PARK SCOPE AND FINANCING PROPOSAL

Description	2nd Amendment to DSA Revised Park Improvements			4th Amendment to DSA		GRAND TOTAL
	Qty	Unit	Unit Cost	TOTAL	\$1.5M State Park Grant ADDITIONAL	
<b>HARD COST</b>						
<b>Mobilization-Demo And Clearing</b>						
Mobilization	1	LS	\$35,000	\$35,000		\$35,000
Clear And Grub	5	AC	\$5,000	\$23,750		\$23,750
				\$58,750	\$0	\$58,750
<b>Mobilization-Demo And Clearing</b>						
<b>Grading/Drainage/Sewer/Water</b>						
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
				\$228,620	\$0	\$228,620
<b>Grading/Drainage/Sewer/Water</b>						
<b>Playground</b>						
Play Equipment - Tot Lot	1	EA	\$75,000	\$75,000		\$75,000
Play Equipment - Child Play	1	EA	\$50,000	\$50,000		\$50,000
Concrete Curb At Play Area	430	LF	\$35	\$15,050		\$15,050
3" Concrete Base (remove scope)	0	SF	\$7	\$0		\$0
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		\$3,000
Water Play	0	EA	\$600,000	\$0		\$0
Rubber Matting	0	SF	\$17	\$0	\$80,500	\$80,500
Concrete Water Play	0	SF	\$15	\$0		\$0
				\$151,650	\$80,500	\$232,150
<b>Playground</b>						
<b>Teen Play</b>						
Play Equipment	0	EA	\$45,000	\$0		\$0
Concrete Curb At Play	0	LF	\$35	\$0	\$0	\$0
Rubber Matting	0	SF	\$17	\$0		\$0
3" Concrete Base	0	SF	\$7	\$0		\$0
Catch Basin	0	EA	\$1,300	\$0		\$0
Table Tennis	0	EA	\$6,500	\$0		\$0
Corn Hole	0	EA	\$1,750	\$0	\$60,000	\$60,000
Game Table	0	EA	\$4,350	\$0		\$0
Football	0	EA	\$6,750	\$0		\$0
Decomposed Granite 3"	0	SF	\$6	\$0		\$0
Concrete Curb 6"X6"	0	LF	\$14	\$0		\$0

## PARK SCOPE AND FINANCING PROPOSAL

Description	2nd Amendment to DSA Revised Park Improvements				4th Amendment to DSA	GRAND TOTAL
	Qty	Unit	Unit Cost	TOTAL		
Teen Play with Matting					\$227,000	\$227,000
Zip Line and Rubberized Surfacing					\$78,500	\$78,500
					\$365,500	\$365,500
<b>Site Features</b>						
Picnic Table - 6' (new scope = 26 tables)	26	EA	\$1,650	\$42,900		\$42,900
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		\$0
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		\$0
Table Tennis	0	EA	\$6,500	\$0		\$0
Corn Hole	0	EA	\$1,750	\$0		\$0
Group Barbecue Counter	0	EA	\$8,400	\$0		\$0
Bocce Ball	0	SF	\$12	\$0		\$0
Decomposed Granite At Game Tables	0	SF	\$6	\$0		\$0
Concrete Curb At D.G.	0	LF	\$14	\$0		\$0
Boulders (2-3' Dia.)	0	EA	\$150	\$0		\$0
Boulders (4-6' Dia.)	0	EA	\$350	\$0		\$0
Site Furniture with Branding					\$58,000	\$58,000
<b>Site Features</b>				<b>\$157,750</b>	<b>\$58,000</b>	<b>\$215,750</b>

# PARK SCOPE AND FINANCING PROPOSAL

Description	2nd Amendment to DSA Revised Park Improvements			4th Amendment to DSA	
	Qty	Unit	Unit Cost	\$1.5M State Park Grant ADDITIONAL	GRAND TOTAL
<b>Exercise Stations</b>					
Decomposed Granite 3"	0	SF	\$7		\$0
Concrete Curb 6" X 6"	0	LF	\$14		\$0
Exercise Equipment	0	EA	\$75,000	\$96,500	\$96,500
				\$96,500	\$96,500
<b>Parking Lot</b>					
Asphalt Paving (3" W/ 4" Base) W/Seal Coat	31,277	SF	\$5		\$156,385
Concrete Curb - 6"	1,560	LF	\$21		\$32,760
Striping - Single Line Stalls	77	EA	\$200		\$15,400
Striping (Disabled) - Emblem & Sign	6	EA	\$500		\$3,000
ADA Ramps	2	EA	\$2,750		\$5,500
ADA Wheelstops	6	EA	\$750		\$4,500
Provide And Install Stop Signs	1	EA	\$350		\$350
Provide And Install Directional Arrows	4	EA	\$350		\$1,400
Stop Bar And Letters	1	EA	\$500		\$500
Curb Paint	360	LF	\$3		\$1,080
Permeable Paving (Parking Stalls)	0	SF	\$8		\$0
				\$0	\$220,875
<b>Street Improvements</b>					
Curb And Gutter-8"	275	LF	\$30		\$8,250
Asphalt & Base - Street Section	5,109	SF	\$6		\$28,100
Grind And Overlay At Maryland	5,000	SF	\$4		\$20,000
Concrete Paving- 4"	1,855	SF	\$7		\$12,985
Ada Ramps	2	EA	\$2,500		\$5,000
Striping	275	LF	\$5		\$1,375
				\$0	\$75,710
<b>Streetscape</b>					
Concrete Paving- 4" (added budget)	46,537	SF	\$7		\$325,759
Concrete Paving- 4" Stamped & Colored (added scope)	1,360	SF	\$15		\$20,400
Concrete Paving- 4" Stream	0	SF	\$21		\$0
Rubberized Walk	0	SF	\$9		\$0
Concrete Curb 6"x6"	0	LF	\$14		\$0
				\$0	\$346,159
<b>Basketball</b>					
6" Colored Concrete - Full Court (added scope)	4,202	SF	\$15	\$51,000	\$114,030

# PARK SCOPE AND FINANCING PROPOSAL

Description	2nd Amendment to DSA Revised Park Improvements				4th Amendment to DSA	
	Qty	Unit	Unit Cost	TOTAL	\$1.5M State Park Grant ADDITIONAL	GRAND TOTAL
Basketball	1	EA	\$6,000	\$6,000		\$6,000
	875	LF	\$4	\$3,500		\$3,500
				\$72,530	\$51,000	\$123,530
	8	EA	\$1,800	\$14,400		\$14,400
	320	LF	\$70	\$22,400		\$22,400
	1	EA	\$5,000	\$5,000		\$5,000
	1	EA	\$9,500	\$9,500		\$9,500
	1	EA	\$2,500	\$2,500		\$2,500
	590	LF	\$35	\$20,650		\$20,650
	415	LF	\$85	\$35,275		\$35,275
Walls/Fences	4	EA	\$2,500	\$10,000		\$10,000
	0	LF	\$23	\$0		\$0
				\$119,725	\$0	\$119,725
	101,540	SF	\$0.50	\$50,770		\$50,770
	101,540	SF	\$0.25	\$25,385		\$25,385
	101,540	SF	\$0.25	\$25,385		\$25,385
	1,250	LF	\$4	\$5,000		\$5,000
	2,500	EA	\$15	\$37,500		\$37,500
	500	EA	\$45	\$22,500		\$22,500
	105	EA	\$150	\$15,750		\$15,750
Landscaping	45	EA	\$325	\$14,625		\$14,625
	10	EA	\$750	\$7,500		\$7,500
	7,800	SF	\$6.00	\$46,800		\$46,800
	60,715	SF	\$0.35	\$21,250		\$21,250
	378	CY	\$60	\$22,680		\$22,680
	22	EA	\$3,000	\$66,000		\$66,000
					\$110,250	\$110,250
					\$44,000	\$44,000
					\$154,250	\$154,250
				\$361,145		\$471,395

# PARK SCOPE AND FINANCING PROPOSAL

Description	2nd Amendment to DSA Revised Park Improvements			4th Amendment to DSA		GRAND TOTAL
	Qty	Unit	Unit Cost	TOTAL	\$1.5M State Park Grant ADDITIONAL	
<b>Irrigation</b>						
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
Additional Irrigation					\$15,000	\$15,000
				<b>\$166,638</b>	<b>\$15,000</b>	<b>\$181,638</b>
<b>Architecture-Community Space</b>						
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		\$0
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		\$0
Shade Sails At Dog Park	0	SF	\$66	\$0		\$0
Shade Sails At Play Areas (add 1 area)	1,242	SF	\$66	\$82,000	\$129,500	\$129,500
				<b>\$837,000</b>	<b>\$129,500</b>	<b>\$966,500</b>
<b>Lighting / Electrical</b>						
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	\$60,000	\$60,000
				<b>\$363,500</b>	<b>\$60,000</b>	<b>\$423,500</b>
<b>Offsite Wet Utilities</b>						
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



# PARK SCOPE AND FINANCING PROPOSAL

Description	2nd Amendment to DSA Revised Park Improvements				4th Amendment to DSA	
	Qty	Unit	Unit Cost	TOTAL	\$1.5M State Park Grant ADDITIONAL	GRAND TOTAL
Water Domestic-From Valley Blvd Storm Drain	1	EA	\$21,000	\$21,000		\$21,000
	1	EA	\$164,000	\$164,000		\$164,000
Offsite Wet Utilities				\$295,500	\$0	\$295,500
Subtotal Hard Cost Construction / Direct Costs				\$3,455,552	\$1,010,250	\$4,421,802
Contractor - Mark-Up						
Contractor Contingency				\$172,778	\$50,513	\$223,290
General Conditions				\$217,700	\$63,646	\$281,346
Contractor Overhead				\$115,381	\$33,732	\$149,113
Contractor Profit				\$192,301	\$56,220	\$248,522
Contractor Insurance				\$41,537	\$12,144	\$53,681
Contractor - Mark-Up				\$739,697	\$216,255	\$955,951
Total GC Contract				\$4,195,249	\$1,226,505	\$5,377,753
Construction Contingency				\$220,813	\$273,495	\$494,308
Total Hard Costs				\$4,416,062	\$1,500,000	\$5,872,062

# PARK SCOPE AND FINANCING PROPOSAL

Description	2nd Amendment to DSA Revised Park Improvements				4th Amendment to DSA	GRAND TOTAL
	Qty	Unit	Unit Cost	TOTAL	\$1.5M State Park Grant ADDITIONAL	
<b>SOFT COSTS</b>						
<b>Predevelopment Work:</b>						
Architecture				\$145,000	\$0	\$145,000
Civil Engineering				\$110,000	\$0	\$110,000
Environmental Engineering (Phase I And II)				\$10,000	\$0	\$10,000
Geotechnical Engineering				\$15,000	\$0	\$15,000
NEPA / CEQA Reports				\$50,000	\$0	\$50,000
Archeo/Paleo/OalBio Monitoring				\$12,500	\$0	\$12,500
Acoustical Engineering				\$5,000	\$0	\$5,000
Traffic Engineering				\$5,000	\$0	\$5,000
Utility Consultant				\$7,500	\$0	\$7,500
Other Consultants				\$15,000	\$0	\$15,000
Blueprinting / Printing / Copying				\$5,000	\$0	\$5,000
Planning/Zoning Applications + Processing Fees				\$25,000	\$0	\$25,000
Legal Fees				\$25,000	\$0	\$25,000
Demolition And Remediation				\$205,000	\$0	\$205,000
				<b>\$635,000</b>	<b>\$0</b>	<b>\$635,000</b>
<b>Predevelopment Work</b>						
<b>Fees &amp; Permits</b>						
Plan Check & Permit Fees				\$30,000	\$0	\$30,000
Other Development Impact Fees				\$30,000	\$0	\$30,000
Utilities - Rule 20 - SoCal Gas				\$5,000	\$0	\$5,000
Utilities - Rule 20 - SCE, ATT, Charter				\$395,000	\$0	\$395,000
Marygold: Street Lights				\$20,000	\$0	\$20,000
Marygold: Trenching				\$50,000	\$0	\$50,000
				<b>\$530,000</b>	<b>\$0</b>	<b>\$530,000</b>
<b>Fees &amp; Permits</b>						
<b>Development Management Fees (Developer Fee)</b>						
Development Management Fees				\$500,000	\$0	\$500,000
				<b>\$500,000</b>	<b>\$0</b>	<b>\$500,000</b>
<b>Development Management Fees</b>						
<b>Other Costs</b>						
Accounting / Administration				\$5,000	\$0	\$5,000
				<b>\$5,000</b>	<b>\$0</b>	<b>\$5,000</b>
<b>Other Costs</b>						
<b>Soft Cost Contingency</b>						
Soft Cost Contingency				\$3,938	\$0	\$3,938
				<b>\$3,938</b>	<b>\$0</b>	<b>\$3,938</b>
<b>Soft Cost Contingency</b>						

PARK SCOPE AND FINANCING PROPOSAL

Description	2nd Amendment to DSA Revised Park Improvements				4th Amendment to DSA		GRAND TOTAL
	Qty	Unit	Unit Cost	TOTAL		\$1.5M State Park Grant ADDITIONAL	
						\$0	
						\$1,673,938	
Total Soft Costs							

# PARK SCOPE AND FINANCING PROPOSAL

Description	2nd Amendment to DSA Revised Park Improvements				4th Amendment to DSA		GRAND TOTAL
	Qty	Unit	Unit Cost	TOTAL	\$1.5M State Park Grant ADDITIONAL		
TOTAL SOURCES							
Park Construction Funds							
Park Predevelopment Funds				\$635,000	\$0	\$635,000	
County Park Construction Funds				\$1,660,000	\$0	\$1,660,000	
District Park Construction Funds				\$3,380,000	\$0	\$3,380,000	
Fontana Water Grant				\$415,000	\$0	\$415,000	
State Grant (\$1.5 M)				\$0	\$1,500,000	\$1,500,000	
				\$6,090,000	\$1,500,000	\$7,590,000	
TOTAL SOURCES							
TOTAL USES							
Total Hard Costs				\$4,416,062	\$1,500,000	\$5,916,062	
Total Soft Costs				\$1,673,938	\$0	\$1,673,938	
				\$6,090,000	\$1,500,000	\$7,590,000	
TOTAL USES							
Surplus/(Gap)				\$0	\$0	\$0	\$0

ATTACHMENT III-B

AMENDED EXHIBIT E OF SERVICES AGREEMENT  
PARK SCOPE AND FINANCING PROPOSAL FOR ADDITIONAL PARK  
IMPROVEMENTS

Attachment III-B-1

**AYALA PARK****\$1.5MM BUDGET APPROVAL**

LINE ITEM APPROVAL	LINE ITEM BUDGET	AREA PREP /R&R	INSTALLATION COST	14% GEN CONDITIONS PROFIT/OH	TOTAL COST
Full Funding of Child's Play Equipment	\$ 60,000	\$ -	\$ 60,000	\$ 8,400	\$ 68,400
Rubber Matting at Playgrounds (Tot Lot & Child's)	\$ 96,000	\$ -	\$ 96,000	\$ 13,440	\$ 109,440
Teen Play (Including Play Equipment, Rubber Matting)	\$ 168,730	\$ -	\$ 168,730	\$ 23,622	\$ 192,352
Southern Corn Hole Area (Game Tables, DG, Curbing)	\$ 69,300	\$ -	\$ 69,300	\$ 9,702	\$ 79,002
Zip Line Play Equipment and Surfacing	\$ 52,000	\$ -	\$ 52,000	\$ 7,280	\$ 59,280
Exercise Stations, DG, Curbing	\$ 85,360	\$ -	\$ 85,360	\$ 11,950	\$ 97,310
Upgrade Entry Level Site Furniture to Concrete	\$ 58,000	\$ -	\$ 58,000	\$ 8,120	\$ 66,120
Basketball Court Upgrades	\$ 51,001	\$ -	\$ 51,001	\$ 7,140	\$ 58,141
Add Landscape Material, Sod & Upsizing	\$ 82,250	\$ -	\$ 82,250	\$ 11,515	\$ 93,765
Additional Irrigation for Improved Areas	\$ 15,000	\$ -	\$ 15,000	\$ 2,100	\$ 17,100
Shade Sails at Child Play Lot and Dog Park	\$ 114,050	\$ -	\$ 114,050	\$ 15,967	\$ 130,017
Dog Park Features	\$ 10,901	\$ -	\$ 10,901	\$ 1,526	\$ 12,427
Lights at Basketball Court	\$ 60,000	\$ -	\$ 60,000	\$ 8,400	\$ 68,400
EV Electric Chargers	\$ 31,000	\$ -	\$ 31,000	\$ 4,340	\$ 35,340
Additional Items	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CONTRACT CONTINGENCY</b>	<b>\$ 362,197</b>	<b>\$ -</b>	<b>\$ 362,197</b>	<b>\$ 50,708</b>	<b>\$ 412,905</b>
<b>TOTAL</b>	<b>\$ 1,315,789</b>	<b>\$ -</b>	<b>\$ 1,315,789</b>	<b>\$ 184,211</b>	<b>\$ 1,500,000</b>

**TOTAL BUDGET**

\$ 1,500,000

**LESS: COSTS**

\$ 1,500,000

**\$ -**