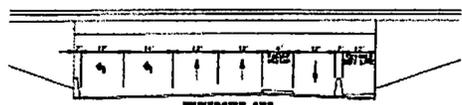
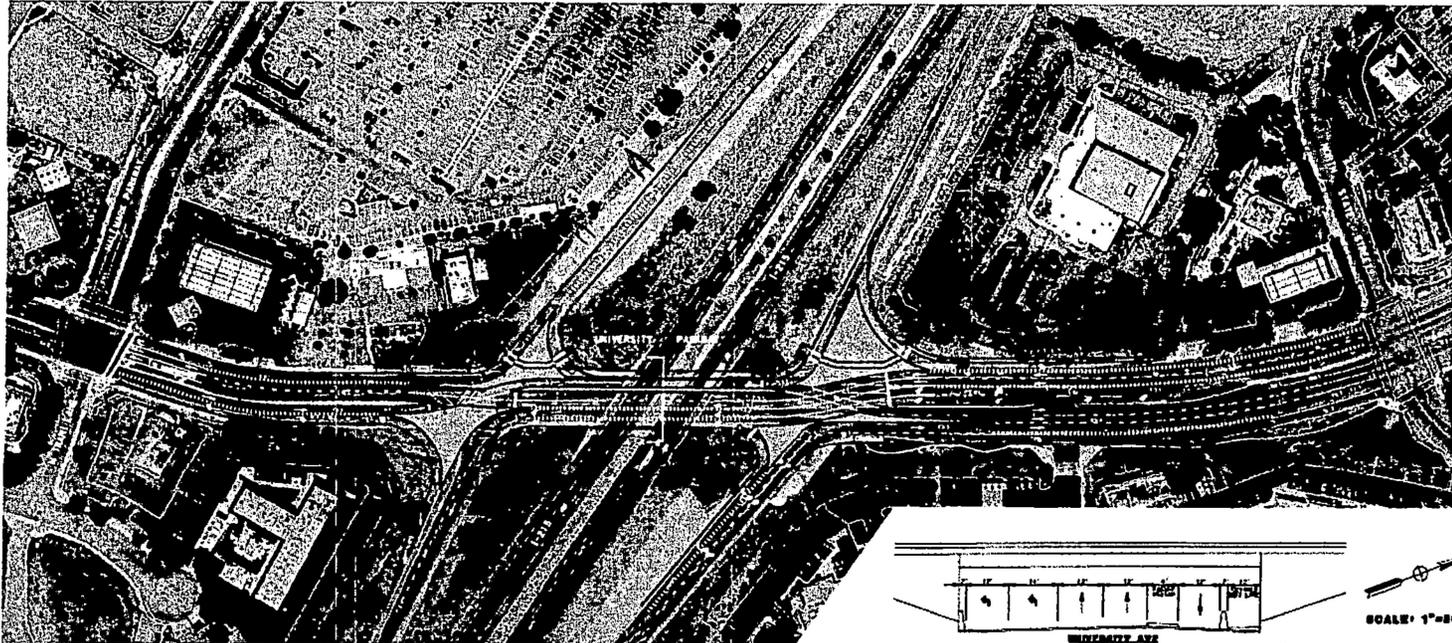


UNIVERSITY PARKWAY / I-215 DIVERGING DIAMOND INTERCHANGE



SCALE: 1"=80'

TYLIN INTERNATIONAL

Attachment B
CONCEPTUAL LAYOUT

Attachment C

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 16-1001335

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SAN BERNARDINO

FOR

PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED), PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), AND RIGHT OF WAY (ROW) PHASES FOR THE INTERCHANGE AT UNIVERSITY PARKWAY AND INTERSTATE 215 (I-215) IN THE CITY OF SAN BERNARDINO

This Amendment No. 1 to Cooperative Agreement No. 16-1001335 is made by and between the San Bernardino County Transportation Authority (AUTHORITY) and the City of San Bernardino (CITY). The AUTHORITY and CITY are collectively known as PARTIES.

RECITALS:

- A. PARTIES entered into Cooperative Agreement No. 16-1001335 in November 2015 to define roles and responsibilities and funding for improvements to the interchange at University Parkway and I-215 in the limits of the City of San Bernardino (PROJECT); and
- B. AUTHORITY initiated procurement for environmental and design services for the PA/ED and PS&E phases and is currently negotiating the scope and cost for professional services; and
- C. The estimated cost of the PA/ED and PS&E phases has increased; and
- D. PARTIES desire to amend the agreement to allow CITY to deposit its share directly to AUTHORITY

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the PARTIES agree to the following:

- 1 Delete Section III (AUTHORITY RESPONSIBILITIES), Article C in its entirety and replace with the following:

“C. To Provide CITY monthly copies of payments processed from the CITY’s deposit amount described in Section IV Article C.”

2. Delete Section IV (CITY RESPONSIBILITIES), Article B in its entirety
3. Delete Section IV (CITY RESPONSIBILITIES), Article C in its entirety and replace with the following:

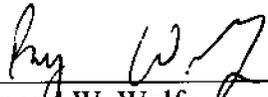
“C. To pay AUTHORITY a deposit of the full amount of the CITY’s estimated share towards the PA/ED, PS&E, and ROW phases of the PROJECT cost and for AUTHORITY’s Project Management as shown in Attachment A-1 within thirty (30) calendar days after AUTHORITY invoices CITY AUTHORITY will have the right to withdraw funds for all eligible PROJECT expenditures as set forth in this agreement, including eligible PROJECT expenditures prior to CITY’s deposit of funds. Any unused funds will be returned to CITY ”
4. Replace “Attachment A” with the attached revised “Attachment A-1”
5. Replace all references to “Attachment A” in the Agreement with reference to “Attachment A-1”
6. The recitals of this Amendment No. 1 are incorporated into the Agreement by reference.
- 7 All other provisions of Cooperative Agreement No. 16-1001335 shall remain in full force and effect and are incorporated into this Amendment.
8. This Amendment No. 1 is effective on the date signed by AUTHORITY
- 9 This Agreement may be signed in counterparts, each of which shall constitute an original.

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

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

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

CITY OF SAN BERNARDINO

By: 
Raymond W. Wolfe
Executive Director

By: 
Mark Scott
City Manager

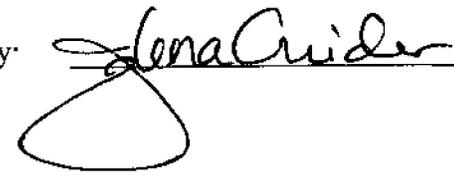
Date: 10/4/16

Date: 9-13-16

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Gary D. Saenz, City Attorney

By:  9/29/16
Eileen Monaghan Teichert
General Counsel

By: 

CONCURRENCE

By: 
Jeffery Hill
Procurement Manager

Attachment A

Project Scope:

Improve traffic operations at the I-215 University Parkway Interchange by improving freeway access to I-215 and improving local traffic flow on University Parkway. An alternative being evaluated is to reconstruct the existing ramp intersections at the interchange into a Diverging Diamond Interchange (DDI) configuration. Further study will determine the final configuration and design of the interchange improvements.

Project Cost Estimate and Funding Shares:

Public Share: 84.2%

Development Share/ Local Share: 15.8%

Phase	Estimated Cost ^{1,2}	Buy-Down Funds ³	Public Share	Development Share
Project Approval and Environmental Document (PA/ED)	\$1,022,216	\$939,716	\$69,465	\$13,035
Design (PS&E)	\$703,856	\$703,856	\$-	\$-
Right of Way (ROW)	\$62,700	\$-	\$52,793	\$9,907
SANBAG Oversight	\$220,000	\$-		\$220,000
TOTAL	\$2,008,772	\$1,643,572	\$122,258	\$242,942

¹ Estimated cost assumes DDI configuration and analysis of one alternative only

² Project costs that are not federally reimbursable will be split according to the Nexus Study Share.

³ In accordance with SANBAG Board action on 9/4/2013, buy-down funds include up to \$5,000,000 of Federal Surface Transportation Program Funds and \$735,000 of Surface Transportation Priorities Sec 129 Funds.

Project Milestones:

Milestone	Actual (Forecast)
Start of Project Approval and Environmental Document (PA/ED)	(9/2016)
Environmental Approval	(12/2017)
Design Approved and ROW Certified	(12/2018)

Milestone assumed DDI configuration and analysis of one alternative only Anticipated environmental document is a Categorical Exemption/Categorical Exclusion.

Attachment D

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quit Claim Deed to which this Certificate of Acceptance is attached from San Bernardino County Transportation Authority (SBCTA) to the City of San Bernardino, a municipal corporation, is hereby accepted by the order of the City Council of the City of San Bernardino on _____ and the City of San Bernardino consents to recordation thereof by its duly authorized agent.

THE CITY OF SAN BERNARDINO, a municipal corporation

By: _____

City Clerk

Dated: _____