

**AMENDED AND RESTATED**  
**COOPERATIVE AGREEMENT NO 16-1001477-01**  
**BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**CITY OF SAN BERNARDINO**  
**FOR**  
**ENVIRONMENTAL CLEARANCE, PRELIMINARY DESIGN, RIGHT-OF-WAY**  
**(ROW), AND DESIGN-BUILD PHASES FOR THE MOUNT VERNON AVENUE**  
**VIADUCT OVER BNSF RAILWAY INTERMODAL YARD IN THE CITY OF SAN**  
**BERNARDINO**

THIS Amended and Restated COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SBCTA") and the City of SAN BERNARDINO ("CITY"), (SBCTA and CITY may be referred to herein as a "Party" and collectively "Parties").

**WHEREAS**, CITY intends to remove and replace the existing Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard, and

**WHEREAS**, planned improvements include removal and replacement of the Viaduct Bridge and improvements to existing streets, storm drains, traffic signals, BNSF Railway Intermodal Yard, and related work necessitated by the bridge removal and replacement and is defined as the "PROJECT", and

**WHEREAS**, the Parties consider the PROJECT to be a high priority and are willing to participate in funding the PROJECT pursuant to the provisions of Measure I 2010-2040 Expenditure Plan and the SBCTA Nexus Study ("Nexus Study") prepared by the San Bernardino County Transportation Authority ("SBCTA"), and approved by the SBCTA Board of Directors on November 6, 2013, and

**WHEREAS**, the Parties entered into Cooperative Agreement No 161001477 in 2016 ("Original Agreement") to delineate roles, responsibilities, and funding commitments relative to the Environmental Clearance, Design and Right-of-Way (ROW) phases of the PROJECT before delivery of the PROJECT through design-build method was contemplated or authorized, and

**WHEREAS**, the CITY had previously completed preliminary engineering and obtained Environmental Clearance from Caltrans in June of 2011, however a revalidation of the Environmental Clearance is required, and

**WHEREAS**, State and/or Federal funds are anticipated to be used to fund a portion of PROJECT, and

**WHEREAS**, the CITY had previously procured the services of AECOM Technical Services, Inc. (AECOM) for design and ROW services May 6, 2013, under CITY Contract 2013-81 with AECOM for the environmental revalidation, design and ROW services for the Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard Project (SERVICES AGREEMENT) and had progressed design to approximately a 30 percent level, and

**WHEREAS**, the professional services provided by AECOM were required through certain phases of the PROJECT, and

**WHEREAS**, CITY, SBCTA and AECOM entered into an Assignment and Assumption Agreement (SBCTA Contract No 16-1001511) under which CITY assigned and SBCTA assumed CITY's rights, obligations and responsibilities under the SERVICES AGREEMENT, to which AECOM gave its consent; and

**WHEREAS**, the CITY desires SBCTA to provide project management services for the Environmental Clearance, Preliminary Design, ROW, and Design-Build phases of the Project, and understands it is the CITY's sole responsibility to pay 100% of actual SBCTA Project Management costs in accordance with SBCTA Measure I Strategic Plan Policy 40006/VMS-29 and -30, and

**WHEREAS**, the Parties desire to amend and restate the Original Agreement to reflect the use of design-build project delivery method as authorized for this PROJECT by AB 1523 in lieu of design-bid-build project delivery method, and

**WHEREAS**, the PROJECT work will be constructed by SBCTA's design-build contractor and the City shall effectively assist SBCTA to obtain all necessary CITY PROJECT approvals and efficiently issue no cost encroachment permits to facilitate design and construction work within City limits, and

**WHEREAS**, this Agreement amends and restates the Original Agreement and is Amendment No 1 to the Original Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows

## **I. SBCTA RESPONSIBILITIES**

SBCTA agrees

- A. To become lead agency on Environmental Clearance, Preliminary Design, ROW, and Design-Build phases, to provide Project Management Services and to diligently undertake and complete these phases of work on the PROJECT, including the selection and retention of consultant and the design-build contractor. Performance of services and work under these contracts shall be subject to the technical direction of SBCTA's Director of Project Delivery, or her designee, with input and consultation from CITY.
- B. To provide all necessary ROW services to acquire rights-of-way for PROJECT through negotiated purchases of property, or if necessary, through Eminent Domain. If necessary, SBCTA will conduct the Resolutions of Necessity hearings and acquire property in the name of SBCTA for purposes of construction of the PROJECT and convey such property, or portions thereof, to CITY. The interest conveyed to the CITY shall be a permanent easement or other required instrument for public street and/or utility purposes.
- C. To make reasonable efforts to relocate businesses affected by the PROJECT within the boundaries of the CITY to the extent feasible.
- D. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their relocation.
- E. To obtain, as a PROJECT cost, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- F. To have the Environmental Clearance, Preliminary Design, ROW, and Design- Build documents and drawings of civil, structural, mechanical, electrical, architectural, or other engineering features of PROJECT prepared by or under the direction of engineers or architects registered and licensed in the applicable professional field in the State of California. Any engineering reports and each sheet of plans and specifications for PROJECT shall bear the professional seal, certificate number, registration classification, expiration date certificate, and signature of the professional engineer responsible for their preparation.
- G. To contribute towards the cost of Environmental Clearance, Preliminary Design, ROW, and Design-Build phases of PROJECT and any financing costs associated with the delivery of these phases of PROJECT in an amount not to exceed \$9,826,535 (the Public Share amount) as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined SBCTA contribution to exceed \$9,826,535 without an amendment to this Agreement.

- H. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly
- I. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support SBCTA's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of Project Management, Environmental Clearance, Preliminary Design, ROW, and Design-Build work elements and any financing costs associated with the delivery of these work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SBCTA.
- J. To prepare a final accounting of expenditures, including a final invoice for Project Management, Environmental Clearance, Preliminary Design, ROW, Design-Build, and financing costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and approval of the final project closeout report submitted to Caltrans and shall be submitted to CITY. The invoice shall include a statement that the PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Project Management, Environmental Clearance, Preliminary Design, ROW, and Design-Build work activities and financing costs associated with the delivery of those work activities.
- K. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the Project Management, Environmental Clearance, Preliminary Design, ROW, and Design-Build work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- L. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of SBCTA receiving notice of audit findings, which time shall include an opportunity for SBCTA to respond to and/or resolve the finding. Should the finding not be otherwise resolved and SBCTA fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, CITY reserves the right to withhold future payments due SBCTA from any source under CITY's control.
- M. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- N. To provide CITY an opportunity to review and comment on the Environmental Clearance, Preliminary Design, ROW, Design-Build and closeout documents with adequate lead time for CITY to complete such review
- O. To provide submittals to the CITY at appropriate stages of PROJECT development and to provide an opportunity for CITY to review and comment on the provided documents.

- P SBCTA and its consultants shall apply for encroachment permits authorizing entry of SBCTA and its consultants onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, required by the PROJECT
- Q To maintain all source documents, books and records connected with SBCTA's performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to CITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of CITY Copies will be made and furnished by SBCTA upon request.
- R. To address, prior to incorporation into the project, any requests made by the CITY for any betterments and/or additional work and the source of funding of same under separate agreements or amendments to this agreement approved between Parties.
- S To obtain funding obligation (i.e., FNM-76/E-76), as needed, from Caltrans Local Assistance.

## **II. CITY RESPONSIBILITIES**

CITY agrees.

- A. To reimburse SBCTA for its share of the actual costs incurred estimated at \$5,959,760 towards the Environmental Clearance, Preliminary Design, ROW and Design-Build phases of the PROJECT and any financing costs associated with the delivery of these phases of the PROJECT, which includes \$1,250,000 towards Project Management, as shown in Attachment A. If payment is not made within sixty (60) days of the invoice date, SBCTA will withhold CITY's Measure I Local Street Program pass through funds in the invoice amount. As CITY makes payments toward the current amount due, the withheld pass through funds will be released to CITY The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$5,959,760 (the Development Share amount) without an amendment to this Agreement.
- B To pay to SBCTA a deposit of \$905,891 for the CITY Development Share amount for these project phases as noted in the project funding table in Attachment A. CITY shall make deposit payment no later than thirty (30) calendar days after SBCTA invoices CITY After Parties agree that all work is complete, SBCTA will submit a final accounting for all costs for all phases covered in this Agreement. Based on the final accounting, SBCTA will refund to the CITY as necessary in order to satisfy the financial commitments of this Agreement for CITY's Development Share amount.

- C SBCTA 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
- D To provide SBCTA with all procurement documentation for the City of San Bernardino Contract 2013-81 with AECOM for the design and ROW services for the Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard Project.
- E. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of SBCTA performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- F To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- G To complete review and provide comments on PROJECT submittals prior to the Design-Build phase to SBCTA within 20 working days after the submittal is received by the CITY. If comments are not provided by the 20<sup>th</sup> working day, SBCTA will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT related submittals requiring CITY review and comment. During the Design-Build phase, SBCTA will provide review and recommendation submittals to CITY for approval. CITY shall provide said approval within 5 working days at no cost. If comments/approval is not provided by the 5<sup>th</sup> working day, SBCTA will deem the submittals approved by City and shall notify CITY of its intention to move forward with the project.
- H. That the final plans and specifications shall be approved by the CITY pursuant to Article II, Section G above. The City Engineer shall be the PROJECT Designated Engineer as defined by Local Assistance of the State of California Department of Transportation.
- I. To provide at no cost to SBCTA existing improvement plans, and standard plans and specifications.
- J To accept all PROJECT acquired rights-of-way located within CITY's jurisdictional boundaries upon completion of construction. The City Council of San Bernardino, by approval of this Agreement, authorizes and directs the City Clerk to execute an acceptance, in substantial conformance with the form attached hereto as Attachment B, within thirty (30) days of receipt of a quit claim deed from SBCTA conveying its interests in such acquired rights-of-way

- K. To provide any CITY required permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SBCTA or to consultants and contractors contracted by SBCTA for the work of the PROJECT
- L. To provide SBCTA copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
- M. To assist SBCTA as requested, and when necessary, exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facilities.
- N CITY's City Engineer is authorized to act on behalf of CITY under this Section of the Agreement.

### **III. MUTUAL RESPONSIBILITIES AND AGREEMENT**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws, regulations, policies, procedures and standards pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event that any federal or state funds that are classified as funds that buy down the total cost of the PROJECT, per San Bernardino Valley Subarea (VS) Measure I 2010-2040 Strategic Plan Policy 40001.IV.I.1, are used, the Parties acknowledge the federal or state funds will be used to reduce Development Share and Public Share, as defined in Attachment A, proportionally. In addition, in the event SBCTA determines Project Management, Environmental Clearance, Preliminary Design, ROW and Design-Build work and any financing costs associated with the delivery of this work may exceed the total amount identified in Attachment A of this Agreement, SBCTA shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the total amount identified in this Agreement absent a written amendment that is approved by all Parties.
- C. Eligible PROJECT reimbursements shall include only those costs incurred by SBCTA for PROJECT-specific work activities and any financing costs associated with the delivery of these PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest. SBCTA Policy 40006/VMS 25 further defines eligible ROW work regarding land and applies to this Agreement.
- D. In the event that federal funds are used in any phase of work, the Parties acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by

choice, it shall be the responsibility of the Party that determines it is unable to move forward with the PROJECT. If it is mutually decided that the PROJECT will not move forward then repayment of any federal funds used for Public Share will be the responsibility of SBCTA and any federal funds used for the Local Share will be the responsibility of CITY.

- E. This Agreement is expressly subordinated to any bonds, notes, certificates, or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SBCTA.
- F. CITY, independent of PROJECT, is responsible for any hazardous material (including but not limited to hazardous waste) found within PROJECT limits that may require removal and disposal pursuant to federal or state law. SBCTA will undertake hazardous material management activities with minimum impact to PROJECT schedule. CITY will pay all costs associated with hazardous material activities including management costs of SBCTA.
- G. The CITY is the PROJECT owner, operator and maintainer of the existing and proposed improvements and this Agreement does not transfer ownership to SBCTA nor does it transfer any legal responsibilities associated with ownership, operation and maintenance of the existing and future improvements.
- H. Environmental Clearance is assumed to consist of a revalidation of the Environmental Clearance the CITY received from Caltrans in June of 2011 and revalidation of any new PROJECT footprint areas beyond that defined in the June 2011 document. In the event that a revalidation is determined to not be sufficient based on those PROJECT requirements, Parties shall review scope and cost of such work for Environmental Clearance and amend this Agreement if additional cost will result in exceeding funding limits of each Party.
- I. The Design-Build phase of the PROJECT shall be performed in accordance with CITY standards and practices. The approved for construction packages will be based on the following standards but not be limited to
  - a. Standard Specifications for Public Works Construction (Greenbook)
  - b. Standard Plans for Public Works Construction
  - c. City Standard Specifications
  - d. City Standard Plans
  - e. Caltrans Bridge Standard Plans and Specifications
  - f. AASHTO Geometric Design of Highways and Streets and other AASHTO Standards
  - g. BNSF/UP Railroad Standard Plans and Specifications
  - h. Other applicable standard plans and specifications
- J. If SBCTA is to be reimbursed from state or federal funds that are provided by CITY for Project Management, Environmental Clearance, Preliminary Design, ROW, and Design-Build work and any financing costs associated with the delivery of that work and SBCTA administers those funds, then SBCTA will draw from those funds without invoicing CITY.



- K. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895 4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810 8) occurring by reason of anything done or omitted to be done by CITY or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- L. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895 4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810 8) occurring by reason of anything done or omitted to be done by SBCTA or their officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement.
- M. This Agreement will terminate upon completion of (1) SBCTA's management of the Environmental Clearance, Preliminary Design, ROW, Design-Build, and Closeout phases of the PROJECT, final property disposition, PROJECT closeout and reimbursement of eligible costs by CITY to SBCTA, or (2) December 31, 2025, whichever is earlier in time, unless otherwise extended by agreement, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.
- N. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- O. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- P. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement; the Parties hereto are formally bound to this Agreement.
- Q. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow

all local, state, county and federal laws and ordinances with respect to performance under this Agreement.

- R. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of a) the date on which this Agreement terminates, or b) the date on which such book or record was created.
- S. If any clause or provision of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- T. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto
- U. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- V. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- W. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs K and L of this Section.
- X. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Y. CITY and SBCTA represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective insurance programs, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- Z. Attachment A (Project Description and Project Funding Table) and Attachment B (Quit Claim Deed Certification) are attached to and incorporated into this Agreement.
- AA. The Recitals are true and correct, and are incorporated into and made a part of this Agreement.

BB Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below

If to SBCTA. Paula Beauchamp  
Director of Project Delivery  
1170 West Third Street, Second Floor  
San Bernardino, CA 92410-1715  
Telephone (909) 884-8276

If to CITY Alex Qishta  
Deputy Director of Public Works/City Engineer  
290 North "D" Street  
San Bernardino, CA 92401  
Telephone (909) 384-5019

IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto and is effective on the date signed by SBCTA.

[Signature page to follow]

**SIGNATURE PAGE TO AMENDED and RESTATED  
COOPERATIVE AGREEMENT NO. 16-1001477-01  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
CITY OF SAN BERNARDINO**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By:   
James C. Ramos  
President, Board of Directors

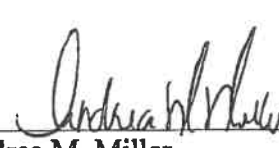
Date: 10/26/18

**APPROVED AS TO FORM AND  
PROCEDURE**

By:   
Eileen Monaghan Teichert  
General Counsel

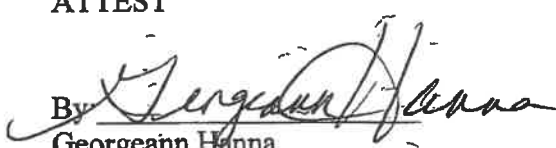
By:   
Jeffery Hill  
Procurement Manager

**CITY OF SAN BERNARDINO**

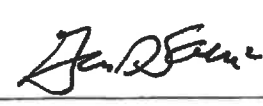
By:   
Andrea M. Miller  
City Manager

Date: Sept 25, 2018

**ATTEST**

By:   
Georgeann Hanna  
City Clerk

**APPROVED AS TO FORM.**

By:   
Gary D. Saenz  
City Attorney

## Attachment A

### PROJECT DESCRIPTION

The CITY of San Bernardino and SBCTA propose to remove and replace the existing Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard. It is intended that SBCTA serves as the lead for the Environmental Clearance, Preliminary Design, ROW and Design-Build phases of the work.

### PROJECT FUNDING TABLE

Public Share 67.6%

Nexus Development Impact Fee Share ("DIF", "Development Share" or "Local Share") 32.4%

PHASE	TOTAL	BEFORE PROJECT BUY DOWN		INCLUDING PROJECT BUY DOWNS			
		SBCTA SHARE (Public)	CITY SHARE (DIF)	Federal HBP BUY DOWN <sup>1</sup>	BNSF Contribution <sup>2</sup>	SBCTA SHARE (Public) <sup>3</sup>	CITY SHARE (DIF) <sup>4</sup>
ENVIRONMENTAL CLEARANCE AND PRELIMINARY DESIGN	\$5,250,000	\$3,549,000	\$1,701,000	\$4,647,825	\$602,175	\$0	\$0
RIGHT OF WAY	\$70,316,049	\$47,533,649	\$22,782,400	\$62,250,798	\$8,065,251	\$0	\$0
DESIGN-BUILD	\$75,300,300	\$50,903,003	\$24,397,297	\$66,663,356	\$8,636,944	\$0	\$0
PROJECT MANAGEMENT <sup>5</sup>	\$1,250,000	\$0	\$1,250,000	\$0	\$0	\$0	\$1,250,000
FINANCING COSTS <sup>6</sup>	\$14,536,295	\$9,826,535	\$4,709,760	\$0	\$0	\$9,826,535	\$4,709,760
<b>TOTAL</b>	<b>\$166,652,644</b>	<b>\$111,812,187</b>	<b>\$54,840,457</b>	<b>\$133,561,979</b>	<b>\$17,304,370</b>	<b>\$9,826,535</b>	<b>\$5,959,760</b>

#### Notes

<sup>1</sup> Federal Highway Bridge Program (HBP) funds are expected to provide 88.53% of eligible PROJECT costs.

<sup>2</sup> BNSF Contribution is estimated at \$29.5 million. BNSF Contribution is expected to provide HBP match of 11.47% and, depending on the terms of agreements to be developed with the State on the use of HBP funds, may be used for Financing Costs and, lastly, Project Management costs. Any BNSF Contribution remaining after funding all other eligible costs will buy down the cost of the Design-Build Phase before application of the HBP Share.

<sup>3</sup> Public Share is from the CITY share of Measure I Major Street Program – Arterial Subprogram funds.

<sup>4</sup> A deposit of \$905,891 from the CITY Development Share has been received to date under Agreement 16-1001477

<sup>5</sup> Depending on terms of agreements to be developed with the State on the use of HBP funds, BNSF contribution may be applied to Project Management costs after meeting all HBP match requirements for the PROJECT

<sup>6</sup> Depending on terms of agreements to be developed with the State on the use of HBP funds, HBP funds may buy down Financing Costs and BNSF Contribution may provide the HBP match requirement.

**Attachment B**

CITY OF SAN BERNARDINO  
300 N "D" STREET  
SAN BERNARDINO, CALIFORNIA 92401

**QUIT CLAIM DEED CERTIFICATION**  
California Government Code 27281

This is to certify that the real property conveyed by the attached instrument dated \_\_\_\_\_, 20\_\_ from the San Bernardino County Transportation Authority, a California transportation authority, as Grantor to the City of \_\_\_\_\_, as Grantee, is hereby accepted by order of the City Council of the City of San Bernardino, County of San Bernardino, State of California, as the governing board of said grantee, and consents to the recordation thereof by its duly authorized officer

Date \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST

\_\_\_\_\_  
City Clerk  
City of San Bernardino