

**COOPERATIVE AGREEMENT NO. R14050**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF CHINO**

**FOR**

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of CHINO (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of the AUTHORITY’s management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work), and construction, or December 31, 2021 whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. 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.

**II. RECITALS**

- A. WHEREAS, CITY intends to improve the State Route 60 at Central Avenue Interchange in the City of CHINO; and
- B. WHEREAS, planned improvements include widening the existing eastbound and westbound on ramps and the existing Central Avenue Bridge Overcrossing as further described in Attachment A, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT.
- F. WHEREAS, the project is estimated to cost a total of \$20,591,000 which includes \$938,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases of the Project; and
- G. WHEREAS, coordination with Caltrans has not occurred to determine the level of environmental and engineering documents nor have encroachment fees been addressed. Costs based on a low level environmental document and encroachment fees will be addressed in a future agreement; and
- H. WHEREAS, the CITY desires the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, estimated at \$800,000, and is the sole responsibility of CITY to pay 100% of actual AUTHORITY project management costs in accordance with AUTHORITY Policy 40005/VFI-34; and
- I. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY project management costs, for the Planning, Environmental, PS&E, ROW, and Construction phases is estimated at \$19,653,000 which shall be funded with 58.8% Development Share funds and 41.2% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan; and

NOW, THEREFORE, the Parties agree to the following:

### **III. AUTHORITY RESPONSIBILITIES**

AUTHORITY agrees:

- A. To be lead agency on Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To coordinate with Caltrans for first and second level reviews related to property acquisitions and to provide all support documents necessary for Hearings of Resolutions of Necessity to be conducted at the California Transportation Commission in the event voluntary acquisition is unlikely.

- C. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost an amount not to exceed \$8,097,036 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provide in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed \$8,097,036 without an amendment to this agreement.
- D. 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.
- E. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, Environmental, PS&E, ROW, and Construction work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- F. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management, Planning, Environmental, ROW, PS&E, and Construction 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 shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Planning, Environmental, PS&E, ROW, and Construction work activities.
- G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning, Environmental, ROW, PS&E and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY 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, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.
- I. 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.
- J. To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW and Construction documents.

#### **IV. CITY RESPONSIBILITIES**

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$11,555,964 towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost and \$938,000 for SANBAG management for an amount not to exceed \$12,493,964 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 CITY contribution to exceed \$12,493,964 without an amendment to this agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- C. 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 AUTHORITY 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.
- D. 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.
- E. To complete review and provide comments on the Planning, Environmental, PS&E, ROW, and construction documents within one month of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

V. **MUTUAL RESPONSIBILITIES**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations 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 AUTHORITY determines PROJECT Management, Planning, Environmental, PS&E, ROW and Construction work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY 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 this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts 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 AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. In the event that federal funds are used in the Planning, Environmental and/or PS&E phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) 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 the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.
- E. Neither AUTHORITY 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 AUTHORITY, 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 under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- F. 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 AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY 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 AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
- G. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. 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.
- H. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- I. 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.

- J. 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.
- K. 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.
- L. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- M. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- N. 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.
- O. 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.
- P. 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 E and F of this Section.
- Q. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- R. 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 addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe  
Director of Project Delivery  
1170 West Third Street, Second Floor  
San Bernardino, CA 92410-1715  
Telephone: (909) 884-8276

If to CITY:                    Jose Alire  
   Department of Public Works  
   13220 Central Avenue  
   Chino, CA 91710  
   Telephone: (909) 334-3400

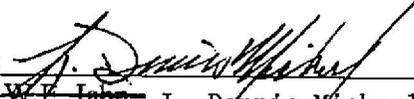
- S. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

**SIGNATURES ON FOLLOWING PAGE:**

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. R14050  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and CITY OF CHINO**

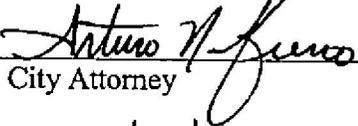
**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF CHINO**

By:   
~~W.L. Jahn~~ L. Dennis Michael  
President, Board of Directors

Date: 7/15/14

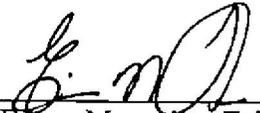
APPROVED AS TO FORM:

By:   
Asst. City Attorney

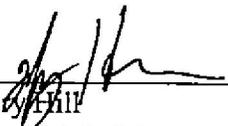
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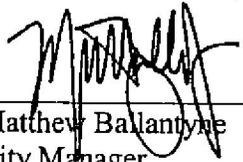
APPROVED AS TO FORM

APPROVED AS TO CONTENT

By:  7/9/14  
Eileen Monaghan Teichert  
General Counsel

By:  5.20.2014  
Jose Alire  
Assistant City Manager

By:   
Jeffrey Hill  
Contract Administrator

By:   
Matthew Ballantyne  
City Manager

ATTEST:

By:   
Angela Robles, City Clerk

Date: 5.21.14

## Attachment A

### PROJECT DESCRIPTION

The CITY of Chino and SANBAG propose to widen the existing eastbound and westbound on ramps and widen the existing Central Avenue Bridge Overcrossing from ramp to ramp to accommodate two additional through lanes and bike paths. This is a more cost effective approach than the alternative developed by Caltrans in the draft Project Study Report EA OC870K which includes auxiliary lanes and a partial clover ramp resulting in a project cost of \$44 million.

### PROJECT FUNDING TABLE

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, County and Montclair

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report	\$433,000	\$178,396.00	\$254,604.00
Project Report and Environmental Approval	\$442,000	\$182,104.00	\$259,896.00
PS&E	\$876,000	\$360,912.00	\$515,088.00
Right-of-Way Acquisition and Utility Relocation(including \$108,000 for Utilities)	\$1,151,000	\$474,212.00	\$676,788.00
Construction and Construction Management***	\$16,419,000	\$6,764,628.00	\$9,654,372.00
Landscaping Maintenance	\$332,000	\$136,784.00	\$195,216.00
SANBAG Oversight**	\$938,000	\$0.00	\$938,000
Total	\$20,591,000	\$8,097,036	\$12,493,964

\*Estimated Costs are based on March 11, 2014 feasibility study and are escalated at 3.5% per year. Coordination with Caltrans has not occurred to determine the level of environmental and engineering documents. Low level documents are assumed.

\*\* Oversight is not escalated

\*\*\* Includes the City's estimate for hard scape/landscaping

(AMF)  
JA  
MB  
AL

**PROJECT SCHEDULE**

Milestones	Estimated Completion Date
Environmental Approval	January 2017
Plans, Specifications & Estimate (PSE)	January 2019
Right of Way (ROW)	January 2019
Construction Start	June 2019
Completion for Beneficial Use	December 2020



**AMENDMENT NO. 1 TO AGREEMENT 15-1001091 (R14050)**

**FOR**

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,  
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW),  
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL  
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

**(CITY OF CHINO)**

THIS AMENDMENT No. 1 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as AUTHORITY) and the City of Chino (hereinafter referred to as CITY). AUTHORITY and CITY may be referred to herein as a "PARTY" and collectively "PARTIES"

**RECITALS**

1. AUTHORITY and CITY entered into Agreement 15-1001091 also known as R14050, (AGREEMENT) on July 15, 2014, to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
2. PARTIES now seek to amend the AGREEMENT for the following reasons:
  - a) To authorize AUTHORITY to acquire any necessary ROW for the PROJECT by Eminent Domain in AUTHORITY's name in accordance with California Code of Civil Procedure, Section 1245.235; and
  - b) To set out the PARTIES' agreement that AUTHORITY will convey by quit claim deed to CITY all PROJECT acquired ROW located within CITY's jurisdictional boundaries within thirty (30) days of AUTHORITY's request to accept such acquired ROW and at no expense to AUTHORITY.

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

1. Section III. AUTHORITY RESPONSIBILITIES, subarticle B is amended to read as follows:

“B. AUTHORITY certifies that it is authorized to hear and, if appropriate, adopt Resolutions of Necessity for the PROJECT. AUTHORITY agrees to be responsible for hearing and adopting Resolutions of Necessity for the PROJECT. AUTHORITY is responsible for all work associated with hearing and adopting Resolutions of Necessity. AUTHORITY will acquire all necessary ROW for the PROJECT in AUTHORITY’s name, and upon completion of the PROJECT will convey by quit claim deed to CITY all PROJECT ROW that is part of CITY’s facilities.”

2. Section IV. CITY RESPONSIBILITIES, is amended to add subarticle G as follows:

“G. CITY will accept by quit claim deed conveyances by AUTHORITY of all PROJECT acquired ROW that is part of CITY’s facilities not later than thirty (30) days after AUTHORITY requests CITY to accept such acquired ROW and at no expense to AUTHORITY.”

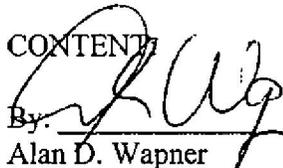
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

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

**SIGNATURE PAGE TO  
AMENDMENT No. 1 TO COOPERATIVE AGREEMENT NO. 15-1001091  
(R14050) BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and CITY OF CHINO**

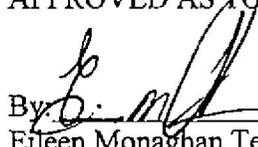
**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

CONTENTS

By:   
Alan D. Wapner  
President, Board of Directors

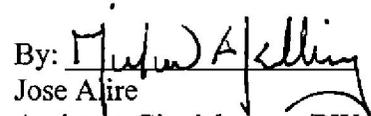
Date: 11/29/17

APPROVED AS TO FORM:

By:   
Eileen Monaghan Teichert  
General Counsel

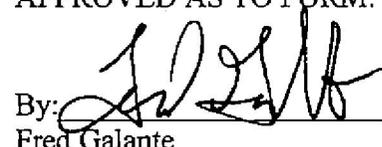
**CITY OF CHINO**

APPROVED AS TO

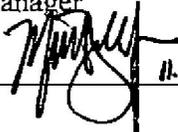
By:  (ACTING)  
Jose Ajire  
Assistant City Manager/PW

Date: 10/9/17

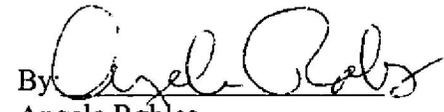
APPROVED AS TO FORM:

By:   
Fred Galante  
City Attorney

Matthew C. Ballantyne  
City Manager

Date:  11.2.17

ATTEST:

By:   
Angela Robles  
Clerk

**AMENDMENT NO. 2 TO AGREEMENT NO. R14050**

**FOR**

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,  
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW),  
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL  
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

**(CITY OF CHINO)**

THIS AMENDMENT No. 2 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (AUTHORITY) and the City of Chino (CITY). AUTHORITY and CITY may be collectively referred to herein as PARTIES.

**RECITALS**

1. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
2. On November 29, 2017, PARTIES amended AGREEMENT to authorize AUTHORITY to acquire properties needed for PROJECT by Eminent Domain if necessary and CITY will accept properties within CITY's jurisdictional boundaries conveyed by AUTHORITY; and
3. The estimated total cost of PROJECT has increased by \$11,114,573 from \$20,591,000 to \$31,705,573; and
4. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT; and

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

1. Replace Attachment A in its entirety with the attached Revised Attachment A.
2. Delete Paragraph F of Section II.
3. Delete Paragraph H of Section II in its entirety and replace with the following:

"H. WHEREAS, the CITY desires AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, and 100% of actual AUTHORITY project management

costs are the sole responsibility of CITY in accordance with AUTHORITY Policy 40005/VFI-34; and”

4. Delete Paragraph I of Section II in its entirety and replace with the following:

“I. WHEREAS, the remaining PROJECT costs, aside from AUTHORITY project management costs, shall be funded with 58.8% Development Share funds and 41.2% Public Share funds, as defined by the Nexus Study and the AUTHORITY Measure I 2010-2040 Strategic Plan; and”

5. Delete Paragraph C of Section III in its entirety and replace with the following:

“C. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost as shown in Revised Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Revised Attachment A, however, the combined AUTHORITY contribution to PROJECT cost shall not exceed the total shown in Revised Attachment A without an amendment to this agreement.”

6. Delete Paragraph A of Section IV in its entirety and replace with the following:

“A. To reimburse AUTHORITY for the actual costs incurred for the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT and for AUTHORITY project management costs as shown in Revised Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Revised Attachment A, however, the combined CITY contribution to PROJECT cost shall not exceed the total shown in Revised Attachment A without an amendment to this agreement.”

7. Delete CITY’s contact information in Paragraph R of Section V and replace with the following:

Director of Public Works  
13220 Central Avenue  
Chino, CA 91710  
Telephone: (909) 334-3400

8. The Parties understand that the PROJECT cost provided in this Amendment No. 2 is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend AGREEMENT.
9. The recitals of this Amendment No. 2 are incorporated into the Agreement by reference.
10. All other provisions of AGREEMENT shall remain in full force and effect and are incorporated into this Amendment.

11. This Amendment No. 2 is effective on the date signed by AUTHORITY.
12. 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. 2 below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By:   
\_\_\_\_\_  
Darcy McNaboe  
President, Board of Directors

Date: 2/7/19

**CITY OF CHINO**

By:   
\_\_\_\_\_  
Matthew Bullantyne  
City Manager

Date: 1.18.19

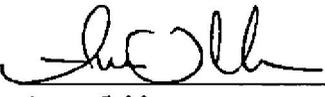
APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

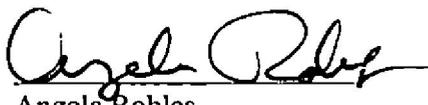
APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Fred Galante  
City Attorney

APPROVED AS TO CONTENT:

By:   
\_\_\_\_\_  
Amer Jakher  
Director of Public Works

ATTEST:

By:   
\_\_\_\_\_  
Angela Robles  
City Clerk

**Revised Attachment A**  
**PROJECT DESCRIPTION**

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

**PROJECT FUNDING TABLE**

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY's contribution. Development Share is CITY's contribution.

<b>Phase</b>	<b>Estimated Cost</b>	<b>Public Share</b>	<b>Development Share</b>
Project Study Report	\$444,500	\$183,134	\$261,366
Project Report and Environmental Approval	\$637,999	\$262,856	\$375,143
Plans, Specifications, and Estimates	\$1,450,169	\$597,470	\$852,699
Right of Way Acquisition	\$711,023	\$292,941	\$418,082
Construction & Construction Management	\$27,579,882	\$11,362,911	\$16,216,971
Landscape Maintenance	\$332,000	\$136,784	\$195,216
AUTHORITY Project Management	\$550,000	\$0	\$550,000
<b>TOTAL</b>	<b>\$31,705,573</b>	<b>\$12,836,096</b>	<b>\$18,869,477</b>

**PROJECT SCHEDULE**

<b>Milestones</b>	<b>Estimated Completion Date</b>
Environmental Approval	January 2018
Plans, Specifications, and Estimates Approval	July 2019
Right of Way Certification	July 2019
Construction Start	November 2019
Completion for Beneficial Use	March 2021

**AMENDMENT NO. 3 TO AGREEMENT NO. R14050**

**FOR**

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,  
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW),  
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL  
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

**(CITY OF CHINO)**

THIS AMENDMENT No. 3 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA or AUTHORITY) and the City of Chino (CITY). AUTHORITY and CITY may be collectively referred to herein as PARTIES.

**RECITALS**

- A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
- B. On November 29, 2017, PARTIES amended AGREEMENT to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by AUTHORITY; and
- C. On February 7, 2019, PARTIES amended AGREEMENT to adjust total estimated cost of PROJECT to \$31,705,573; and
- D. Estimated total cost of PROJECT has increased by \$1,943,624 from \$31,705,573 to \$33,649,197; and
- E. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT.

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

- 1. Replace Revised Attachment A in its entirety with the attached Attachment A.I.
- 2. Revise Paragraph B of Section I in its entirety to read as follows:

“B. This AGREEMENT shall terminate upon completion of the Parties’ obligations associated with the PA/ED, PS&E, ROW, and Construction phases described herein. The indemnification provisions shall remain in effect until terminated or modified, in writing, but mutual agreement. Should any claims arising out of PROJECT be asserted against CITY and/or AUTHORITY, AGREEMENT shall be extended until such time as the claims are settled, dismissed or paid.”

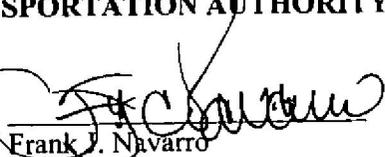
3. The Parties understand that PROJECT costs provided in this Amendment No. 3 is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend AGREEMENT.
4. The recitals of this Amendment No. 3 are incorporated into AGREEMENT by reference.
5. All other provisions of AGREEMENT, and amendments thereto, shall remain in full force and effect and are incorporated into this Amendment No. 3.
6. This Amendment No. 3 is effective on the date signed by AUTHORITY.
7. This Amendment No. 3 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. 3 below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By:

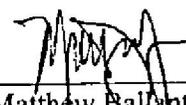
  
Frank J. Navarro  
President, Board of Directors

Date:

12/28/2021

**CITY OF CHINO**

By:

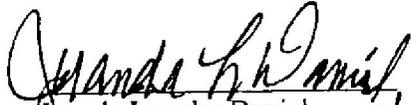
  
Matthew Ballantyne  
City Manager

Date:

12.3.20

APPROVED AS TO FORM:

By:

  
Juanda Lowder Daniel  
Assistant General Counsel 1/21/2021

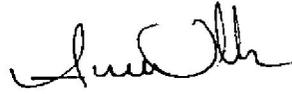
APPROVED AS TO FORM:

By:

  
Fred Galante  
City Attorney

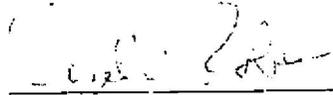
APPROVED AS TO CONTENT:

By:

  
Amer Jakher  
Director of Public Works

ATTEST:

By:

  
Angela Robles  
City Clerk

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 3 below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF CHINO**

By: \_\_\_\_\_  
Frank J. Navarro  
President, Board of Directors

By: \_\_\_\_\_  
Matthew Ballantyne  
City Manager

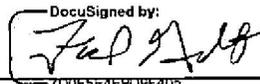
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Date: \_\_\_\_\_

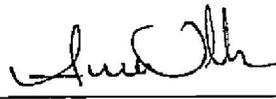
APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Juanda Lowder Danicl  
Assistant General Counsel

By:   
Fred Galante  
City Attorney

APPROVED AS TO CONTENT:

By:   
Amer Jakher  
Director of Public Works

ATTEST:

By: \_\_\_\_\_  
Angela Robles  
City Clerk

**Attachment A.1**

**PROJECT DESCRIPTION**

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

**PROJECT FUNDING TABLE**

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY's contribution. Development Share is CITY's contribution.

<b>Phase</b>	<b>Estimated Cost</b>	<b>Public Share</b>	<b>Development Share</b>
Project Study Report	\$444,500	\$183,134	\$261,366
Project Report and Environmental Approval	\$637,999	\$262,856	\$375,143
Plans, Specifications, and Estimates	\$1,898,356	\$782,123	\$1,116,233
Right of Way Acquisition	\$711,023	\$292,941	\$418,082
Construction & Construction Management	\$28,975,319	\$11,937,831	\$17,037,488
Landscape Maintenance	\$332,000	\$136,784	\$195,216
AUTHORITY Project Management	\$650,000	\$0	\$650,000
<b>TOTAL</b>	<b>\$33,649,197</b>	<b>\$13,595,669</b>	<b>\$20,053,528</b>

**PROJECT SCHEDULE**

<b>Milestones</b>	<b>Estimated Completion Date</b>
Environmental Approval	January 2018
Plans, Specifications, and Estimates Approval	April 2020
Right of Way Certification	April 2020
Construction Start	July 2020
Completion for Beneficial Use and Begin One-Year Landscape Plant Establishment	January 2022
Begin Four-Year Landscape Maintenance	January 2023

**AMENDMENT NO. 4 TO AGREEMENT NO. R14050**

**FOR**

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,  
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW),  
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL  
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

**(CITY OF CHINO)**

THIS AMENDMENT No. 4 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA or AUTHORITY) and the City of Chino (CITY). SBCTA and CITY may be collectively referred to herein as PARTIES.

**RECITALS**

- A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
- B. On November 29, 2017, PARTIES amended AGREEMENT to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by AUTHORITY; and
- C. On February 7, 2019, PARTIES amended AGREEMENT to adjust total estimated cost of PROJECT to \$31,705,573; and
- D. On March 4, 2020, AUTHORITY approved Amendment No. 3 to AGREEMENT to adjust total estimated cost of PROJECT to \$33,649,197; and
- E. In June 2020, state Trade Corridor Improvement Fund (TCIF) funds were programmed to PROJECT as buy-down for CITY and SBCTA shares; and
- F. On June 25, 2020, the California Transportation Commission (CTC) allocated \$8,638,000 to PROJECT; and
- G. PARTIES desire to amend AGREEMENT to reflect the addition of TCIF funds and proportional reduction of Measure I and City funds, as well as to define funding responsibilities for the estimated cost increase of PROJECT.

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

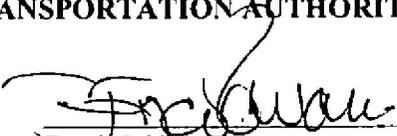
1. Replace Attachment A.1 in its entirety with the attached Attachment A.2.
2. The Parties understand that PROJECT costs provided in this Amendment No. 4 is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend AGREEMENT.
3. The recitals of this Amendment No. 4 are incorporated into AGREEMENT by reference.
4. All other provisions of AGREEMENT, and amendments thereto, shall remain in full force and effect and are incorporated into this Amendment No. 4.
5. This Amendment No. 4 is effective on the date signed by AUTHORITY.
6. This Amendment No. 4 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. 4 below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF CHINO**

By:   
Frank J. Navarro  
President, Board of Directors

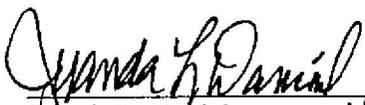
By:   
Matthew Ballantyne  
City Manager

Date: 12/28/2021

Date: 12.3.21

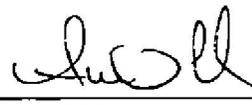
APPROVED AS TO FORM:

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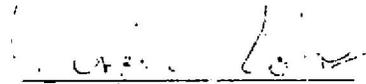
By:   
Juanda L. Daniel  
Assistant General Counsel 1/21/2021

By: \_\_\_\_\_  
Fred Galante  
City Attorney

APPROVED AS TO CONTENT:

By:   
Amer Jakher  
Director of Public Works

ATTEST:

By:   
Angela Robles  
City Clerk

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 4 below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF CHINO**

By: \_\_\_\_\_  
Frank J. Navarro  
President, Board of Directors

By: \_\_\_\_\_  
Matthew Ballantyne  
City Manager

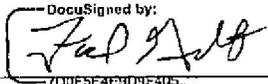
Date: \_\_\_\_\_

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

By:  \_\_\_\_\_  
Fred Galante  
City Attorney

APPROVED AS TO CONTENT:

By:  \_\_\_\_\_  
Amer Jakher  
Director of Public Works

ATTEST:

By: \_\_\_\_\_  
Angela Robles  
City Clerk

**Attachment A.2**

**PROJECT DESCRIPTION**

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

**PROJECT FUNDING TABLE**

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY's contribution. Development Share is CITY's contribution.

<b>Phase</b>	<b>Estimated Cost</b>	<b>Public Share</b>	<b>Buy-Down</b>	<b>Development Share</b>
Project Study Report	\$444,500	\$183,134		\$261,366
Project Report and Environmental Approval	\$637,999	\$262,856		\$375,143
Plans, Specifications, and Estimates	\$1,898,356	\$782,123		\$1,116,233
Right of Way Acquisition	\$711,023	\$292,941		\$418,082
Construction & Construction Management	\$31,257,857	\$9,319,381	\$8,638,000	\$13,300,476
Landscape Maintenance	\$332,000	\$136,784		\$195,216
AUTHORITY Project Management	\$850,000	\$0		\$850,000
<b>TOTAL</b>	<b>\$36,131,735</b>	<b>\$10,977,219</b>	<b>\$8,638,000</b>	<b>\$16,516,516</b>

**PROJECT SCHEDULE**

<b>Milestones</b>	<b>Estimated Completion Date</b>
Environmental Approval	January 2018
Plans, Specifications, and Estimates Approval	June 2020
Right of Way Certification	June 2020
Construction Start	January 2021
Completion for Beneficial Use and Begin One-Year Landscape Plant Establishment	July 2022
Begin Four-Year Landscape Maintenance	July 2027

**AMENDMENT NO. 5 TO AGREEMENT NO. 15-1001091 (R14050)**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF CHINO**

**FOR**

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,  
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW),  
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL  
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

THIS AMENDMENT No. 5 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA or AUTHORITY) and the City of Chino (CITY). SBCTA and CITY may be collectively referred to herein as PARTIES.

**RECITALS**

- A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
- B. On November 29, 2017, PARTIES approved Amendment No. 1 to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by SBCTA; and
- C. On February 7, 2019, PARTIES approved Amendment No. 2 to adjust total estimated cost of PROJECT to \$31,705,573; and
- D. On December 28, 2021, PARTIES approved Amendment No. 3 to AGREEMENT to adjust total estimated cost of PROJECT to \$33,649,197; and
- E. In June 2020, funds were programmed to PROJECT as buy-down for CITY and SBCTA shares; and
- F. On June 25, 2020, the California Transportation Commission (CTC) allocated \$8,638,000 of state Trade Corridor Improvement Fund (TCIF) to PROJECT; and
- G. On December 28, 2020, PARTIES approved Amendment No. 4 to adjust total estimated cost of PROJECT to \$36,475,158 and reflect the addition of TCIF funds and reduce Measure I by \$2,618,450 and City funds by \$3,537,012; and

H. The estimated total cost of PROJECT has increased by \$759,592; and

I. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT

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

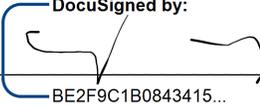
1. Replace Attachment A.2 in its entirety with the attached Attachment A.3. Attachment A.3 is incorporated into AGREEMENT by this reference.
2. Except as amended by this Amendment No. 5, all other provisions of the AGREEMENT and amendments thereto shall remain in full force and effect.
3. The Recitals set forth above are incorporated herein by this reference.
4. All other provisions of AGREEMENT, and amendments thereto, shall remain in full force and effect and are incorporated into this Amendment No. 5.
5. This Amendment No. 5 is effective on the date signed by SBCTA.

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

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 5 below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF CHINO**

By:   
BE2F9C1B0843415...  
Ray Marquez  
President, Board of Directors

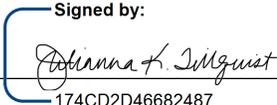
By:   
DF6D449E65A8465...  
Dr. Linda Reich  
City Manager

Date: 12/16/2024

Date: 12/16/2024

APPROVED AS TO FORM:

ATTEST:

By:   
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Julianna K. Tillquist  
General Counsel

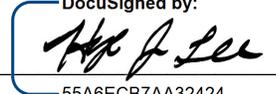
By:   
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Natalie Gonzaga  
City Clerk

Signed by: 

APPROVED AS TO FORM:

By:   
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Fred Galante  
City Attorney

APPROVED AS TO CONTENT:

By:   
55A6ECB7AA32424...  
Hye Jin Lee  
Director of Public Works

**Attachment A.3**

**PROJECT DESCRIPTION**

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

**PROJECT FUNDING TABLE**

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, “Development Share”): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY’s contribution. Development Share is CITY’s contribution.

<b>Phase</b>	<b>Estimated Cost</b>	<b>Public Share</b>	<b>Buy-Down</b>	<b>Development Share</b>
Project Study Report	\$444,500	\$183,134		\$261,366
Project Report and Environmental Approval	\$634,237	\$261,306		\$372,931
Plans, Specifications, and Estimates	\$2,013,251	\$829,459		\$1,183,791
Right of Way Acquisition	\$765,675	\$315,458		\$450,217
Construction & Construction Management	\$31,228,495	\$9,307,284	\$8,638,000	\$13,283,211
Landscape Maintenance	\$1,055,170	\$434,730		\$620,440
AUTHORITY Project Management	\$750,000	\$0		\$750,000
<b>TOTAL</b>	<b>\$36,891,327</b>	<b>\$11,331,371</b>	<b>\$8,638,000</b>	<b>\$16,921,957</b>

**PROJECT SCHEDULE**

<b>Milestones</b>	<b>Estimated Completion Date</b>
Environmental Approval	January 2018
Plans, Specifications, & estimates Approval	June 2020
Right of Way Certification	June 2020
Construction Start	January 2021
Completion of Beneficial Use and Begin One-Year Landscape Plant Establishment	March 2024
Begin Four-Year Landscape Maintenance	March 2025