

ATTACHMENT 1

AMENDMENT NO. 1 TO AGREEMENT NO. 17-1001692

FOR

RANCHERO ROAD WIDENING PROJECT

(CITY OF HESPERIA)

THIS Amendment No. 1 to Project Funding Agreement 17-1001692 is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Hesperia ("CITY"). SBCTA and CITY are each a "Party" or collectively, "Parties."

RECITALS

A. The Parties entered into Project Funding Agreement 17-1001692 on or about July 12, 2017 ("Agreement"), to fund the right of way phase of the RANCHERO ROAD WIDENING PROJECT in the City of Hesperia ("PROJECT") with an approved allocation of \$1,513,964; and

B. On July 10, 2019 the SBCTA Board of Directors approved an allocation of \$12,678,000 in Senate Bill 1 Local Partnership Program formulaic funds for the Construction Phase of the PROJECT; and

C. CITY is the lead agency on the PROJECT Construction Phase; and

D. The Construction Phase includes project construction in the CITY and in unincorporated San Bernardino County, which will be performed by CITY on behalf of the County of San Bernardino; and

E. CITY is requesting that SBCTA provide an additional allocation of \$9,993,857 in Measure I Victor Valley Subarea Major Local Highway Projects ("MLHP") Program funding for the Construction Phase; and

F. CITY is requesting an extension of the termination date of the Agreement to June 30, 2023.

NOW, THEREFORE, SBCTA and CITY agree to the following:

SECTION I

1. All references to the San Bernardino County Transportation Authority as AUTHORITY in Agreement shall mean SBCTA.

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2. Recital B is hereby deleted in its entirety and replaced with the following:

“E. Ranchero Road Widening Project in the City of Hesperia and unincorporated San Bernardino County (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and”

3. Recital G is hereby deleted in its entirety and replaced with the following:

“F. The PROJECT will widen Ranchero Road from two to five lanes from .15 miles east of Mariposa Road to the completed Ranchero Road Undercrossing at 7th Avenue; and

4. Section I, Paragraph 1 is hereby deleted in its entirety and replaced with the following:

“1. To allocate up to a maximum of \$24,185,821 in Public Share funds for the actual cost of the PROJECT, or up to the Public Share of PROJECT costs, whichever is less. An estimate of costs for the PROJECT and Public Share fund sources is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT exceeding this amount unless a written amendment to this Agreement is signed by both Parties.”

5. Section I, Paragraph 2 is hereby deleted in its entirety and replaced with the following:

“2. In the case that Measure I funds are allocated to the PROJECT, to reimburse CITY within 30 days after CITY submits an original and one electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.”

6. Section II, Paragraph 2 is hereby deleted in its entirety and replaced with the following:

“2.A. To be responsible for expending that portion of allocated Public Share funds on eligible PROJECT expenses in an amount not to exceed \$24,185,821 unless this Agreement is amended and approved increasing PROJECT costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA, State, and Federal guidelines.

2.B. In the case that State and Federal funds are allocated to the PROJECT, to secure all necessary State and Federal authorizations that are required before incurring eligible PROJECT expenditures and to be responsible for requesting reimbursement through the California Department of Transportation.”

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7. Section II, Paragraph 4 is hereby deleted in its entirety and replaced with the following:

“4. In the case that Measure I funds are allocated to the PROJECT, to prepare and submit to SBCTA an original and one electronic copy of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to SBCTA as frequently as monthly.”

8. Section II, Paragraph 12, is hereby added:

“12. To include in all contracts between CITY and contractors for the PROJECT the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.”

9. Section III, Paragraph 6.A. is hereby added to Section III between Paragraphs 6 and 7:

“6.A. In the event CITY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, CITY and/or SBCTA shall indemnify the other to the extent of its comparative fault.”

10. Section III, Paragraph 7 is hereby deleted in its entirety and replaced with the following:

“7. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or **June 30, 2023**, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by CITY within twelve (12) months of the Effective Date of this Agreement.”

11. Attachment A has been replaced in its entirety to reflect a change in the PROJECT limits and milestones.

12. Attachment B has been replaced in its entirety to reflect the change in funding.

--- SIGNATURES ON NEXT PAGE ---

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IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF HESPERIA

By: _____
Darcy McNaboe, President
Board of Directors

By: _____
Larry Bird, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Eric Dunn
CITY Attorney

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

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Attachment A

RANCHERO ROAD WIDENING PROJECT

Description of Project and Milestones

PROJECT DESCRIPTION	Widen Ranchero Road from 0.15 miles east of Mariposa Road to east of the completed Ranchero Road Undercrossing at 7th Avenue.	
PROJECT MILESTONE		BASELINE
Project Study Report Approved		n/a
Begin Environmental (PA&ED) Phase		12/1/2007
Circulate Draft Environmental Document		6/1/2013
Draft Project Report		n/a
End Environmental Phase (PA&ED Milestone)		7/1/2013
Begin Design (PS&E) Phase		3/1/2009
End Design Phase (Ready to List for Advertisement Milestone)		6/30/2020
Begin Right of Way Phase		11/1/2017
End Right of Way Phase (Right of Way Certification Milestone)		6/30/2020
Begin Construction Phase (Contract Award Milestone)		12/15/2020
End Construction Phase (Construction Contract Acceptance Milestone)		4/30/2022
Begin Closeout Phase		5/1/2022
End Closeout Phase (Closeout Report)		6/30/2023

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Attachment B

RANCHERO ROAD WIDENING PROJECT

Revised Summary of Estimated Costs

Description	Amount	City	County	SBCTA	
				City	County
Roadway					
Design/CEQA	\$1,813,290	\$948,696	\$864,594		
Environmental Mitigation	\$140,000	\$20,615	\$43,575	\$14,385	\$61,425
Right-of-Way	\$379,842	\$118,296	\$74,285*	\$82,546	\$104,715*
Regulatory Permitting	\$95,000	\$27,978	\$19,713	\$19,523	\$27,788
Construction Management	\$3,785,010	\$817,246	\$994,960	\$570,269	\$1,402,535
Construction	\$30,122,000	\$6,317,025	\$8,049,755	\$4,407,975	\$11,347,245
Subtotals:	\$36,335,142	\$ 8,249,856	\$10,046,882	\$5,094,697	\$12,943,707
City/County Only:		\$(948,696)	\$(864,594)		
DIF/Public Share Funds:		\$7,301,160	\$9,182,288	\$5,094,697	\$12,943,707
Bridge					
Design/CEQA	\$1,150,000	\$1,150,000			
Right-of-Way	\$700,000	\$412,300		\$287,700	
Construction Management	\$1,820,000	\$1,071,980		\$748,020	
Construction	\$12,692,000	\$7,475,588		\$5,216,412	
Subtotals:	\$16,362,000	\$10,109,868		\$ 6,252,132	
City Only Amount:		\$(1,150,000)			
DIF/Public Share Funds:		\$8,959,868		\$6,252,132	
Combined Project					
Totals:	\$52,697,142	\$18,359,724	\$10,046,882	\$11,346,829	\$12,943,707
Less City/County Only:		\$(2,098,696)	\$(864,594)		
DIF/Public Share Subtotal:		\$16,261,028	\$9,182,288	\$11,346,829	\$12,943,707
Less County Agreement*:			\$(74,285)		\$(104,715)
DIF/Public Share Funds:	\$49,554,852	\$16,261,028	\$9,108,003	\$11,346,829	\$12,838,992

* The County ROW costs are under Agreement 17-1001700 between SBCTA and the County of San Bernardino

FUNDING PLAN:

PHASE	Total Cost	Public Share (41.1% of City Costs/58.5% of County Costs)				Development Share		
		City Share		County Share		DIF		LPP
		MLHP	LPP Formula ¹	MLHP	LPP Formula ¹	City Share	County Share	Competitive ¹
Env Mit	\$140,000	\$14,385		\$61,425		\$20,615	\$43,575	
ROW	\$900,842	\$370,246				\$530,596		
Permits	\$95,000	\$19,523		\$27,788		\$27,978	\$19,713	
CM	\$5,605,010	\$1,318,289		\$1,402,535		\$1,889,226	\$994,960	
CON-Bridge	\$12,692,000		\$5,216,412			\$7,475,588		
CON-Road	\$30,122,000	\$3,676,476	\$731,499	\$4,617,156	\$6,730,089	\$3,796,382	\$6,670,398	\$3,900,000
TOTAL	\$49,554,852	\$5,398,919	\$ 5,947,911	\$6,108,903	\$6,730,089	\$13,740,384	\$7,728,646	\$3,900,000

¹ LPP Formula is a Public Share fund. LPP Competitive is a Development Share fund.

Additional Notes:

(1) Public Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highway Projects program, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), SB-1 Local Partnership Program (LPP) or other funds without necessitating an amendment of this agreement. SBCTA shall provide CITY written notice of any change in source of funds. Savings from one phase of PROJECT may be used in another phase for eligible Public Share costs without necessitating an amendment of this Agreement as long as the total allocation of Public Share funding is not exceeded.

(2) CITY shall be responsible for coordination of Development Impact Fee (DIF) funds with the County of San Bernardino.

(3) CITY shall be responsible for authorization, expenditure, and reimbursement of both the City Share and County Share of all Public Share funds.