

AMENDMENT NO. 2 TO CONTRACT NO. C11089

FOR

INTERSTATE 10 RIVERSIDE AVENUE INTERCHANGE PROJECT

LANDSCAPE CONSTRUCTION

(CITY OF RIALTO)

This AMENDMENT No. 2 to Cooperative Agreement No. C11089 is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Rialto (“CITY”) for the establishment of responsibilities for the Landscape Construction for the I-10 Riverside Avenue Interchange (“PROJECT”). SBCTA and CITY collectively are referred to herein as PARTIES.

WITNESSETH

WHEREAS, on April 4, 2007, the PARTIES entered into a Measure I 2010-2040 Project Advancement Agreement (Contract No. C07170) which allowed the CITY to use funds not contributed or allocated by SBCTA to implement the PROJECT immediately with the understanding that SBCTA would reimburse CITY for the Public Share of eligible PROJECT expenditures, in accordance with the SBCTA Nexus Study, at a later date with Measure I 2010-2040 revenue and in accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan; and

WHEREAS, on June 4, 2008, the PARTIES entered into a Construction Cooperative Agreement (C08164) for the reconstruction of the I-10 Riverside Avenue Interchange, which was amended on December 3, 2008, wherein SBCTA agreed to provide project management services using its own staff at no cost the CITY; and

WHEREAS, on June 1, 2011, the PARTIES entered into Cooperative Agreement No. C11089 for “State-furnished material,” State Permit requirements, source inspection, Landscape Construction Management, Landscape Construction, and Construction Landscape Maintenance for the landscape phase of the PROJECT (“AGREEMENT”); and

WHEREAS, on July 9, 2015, the PARTIES amended the AGREEMENT to allow City to deposit PROJECT capital and support into an established escrow account, or to advance it to SBCTA directly; and

WHEREAS, PARTIES desire to further amend the AGREEMENT to extend its termination date from December 29, 2017 to December 31, 2019 to allow completion of Construction Landscape Maintenance and project closeout.

NOW, THEREFORE, PARTIES agree to the following:

1. All references to AUTHORITY in the AGREEMENT, and amendments thereto, shall mean the San Bernardino County Transportation Authority (“SBCTA”).

2. SECTION III, Article 12 of AGREEMENT is deleted and replaced with the following:

“This Agreement shall terminate upon completion of PROJECT and Construction obligations of SBCTA and delivery of required PROJECT documents to each Party, or on December 31, 2019, 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 PROJECT be asserted against SBCTA or CITY, the PARTIES agree to extend the fixed termination date of this Agreement, if necessary, to allow the claims to be settled, dismissed, or paid.”

3. Except as amended by this AMENDMENT No. 2, all other provisions of AGREEMENT, as amended, shall remain in full force and effect and are incorporated herein by this reference.
4. This AMENDMENT No. 2 shall be effective upon execution by SBCTA.

IN WITNESS WHEREOF, this AMENDMENT No. 2 has been executed by the Parties below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF RIALTO

By: _____
Raymond W. Wolfe
Executive Director

By: _____
Deborah Robertson
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Fred Galante
City Attorney

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager