

Contract Number

24-657-A1

SAP Number

Board Governed County Service Areas

Department Contract Representative	Russel Vioria
Telephone Number	386-8823
Contractor	Albert A. Webb Associates
Contractor Representative	Bruce Davis
Telephone Number	(951) 248-4235
Contract Term	July 23,2024 – July 23, 2029
Original Contract Amount	\$471,255.00
Amendment Amount	\$70,590
Total Contract Amount	\$542,845
Cost Center	1650004684
Grant Number (if applicable)	

AMENDMENT NO. 1 CONTRACT NO. 24-657

WHEREAS, on July 23, 2024 (BAI Item No. 72), the Board of Supervisors, acting as the governing body of County Service Area 70 J Oak Hills (CSA 70 J Oak Hills), approved a professional engineering design and service contract (Contract No. 24-657) with Albert A. Webb Associates (Consultant) (collectively the Parties) in the amount of \$472,255 for the CSA 70J Oak Hills – Reservoir 3A Site Expansion Project (Project);

WHEREAS, during the course of design development and site investigation, additional site conditions and engineering requirements were identified that were not reasonably foreseeable or fully defined at the time of the original scope of work, including the need for additional hydrology evaluation, off-site runoff mitigation, and design modifications to existing facilities and access improvements;

WHEREAS, CSA 70 J Oak Hills and Consultant desire to amend the Contract to add additional professional design services and construction support services necessary to address these conditions and to complete a constructible and compliant Project design;

WHEREAS, Consultant agrees to provide the additional services described in Attachment F, attached hereto and incorporated by this reference; and

WHEREAS, this amendment results in an increase to the total contract amount by \$70,590, raising the total contract amount from \$472,255 to \$542,845, with no change to the contract term ending July 23, 2029;

NOW, THEREFORE, in reference to the aforementioned, the Parties agree as follows:

1. The Recitals set forth above are true and correct and incorporated herein by this reference.
2. ADD new Attachment F, attached hereto and incorporated herein by this reference, to provide additional professional design services and construction support services to be performed by the Consultant for the Project.
3. DELETE subsection F.1. of Section F, "Fiscal Provisions," and REPLACE it with a new Section F.1. of Section F, which shall now read as follows:

F.1 The maximum amount of payment under this Contract shall not exceed **\$542,845** and shall be subject to the availability of other funds to the District. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

4. All other terms and conditions of Contract No. 24-657 remain in full force and effect.
5. This Amendment No. 1 to the Contract shall take effect on the date it is signed and approved by authorized officers of both the District and the Contractor
6. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

[Signatures on next page]

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY SERVICE AREA 70J OAK HILLS

Albert A. Webb Associates

(Print or type name of corporation, company, contractor, etc.)

► _____
Dawn Rowe, Chair

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Bruce Davis
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board

Title Senior Vice President
(Print or Type)

By _____
Deputy

Dated: _____

Address 3788 McCray Street,
Riverside, CA 92506

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Aaron Gest, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Noel Mondragon, Division Manager
Date _____

Reviewed/Approved by Department
► _____
David Doublet, Assistant Director
Date _____

ATTACHMENT F