



Contract Number

24-311 A1

SAP Number

Public Works

Department Contract Representative Chris Nguyen, P.E. Engineering Manager

Telephone Number 909-387-7940

Consultant East Valley Water District

Consultant Representative Jason Wolf

Telephone Number 909-888-8986

Contract Term 4/9/2024 – 4/9/2027

Original Contract Amount \$464,888

Amendment Amount \$372,246

Total Contract Amount \$837,134

Cost Center 2000-660000-H15122

Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1 CONTRACT NO. 24-311

WHEREAS, on April 9, 2024, the San Bernardino County Board of Supervisors ("Board") approved the original contract (County Contract No. 24-311, referred to as the "Contract" or "Agreement") in the amount of \$464,888 between the San Bernardino County (COUNTY) Department of Public Works (DEPARTMENT) and East Valley Water District (DISTRICT) for design work (including the preparation of plans, specifications and estimates (PS&E)) and relocation construction costs (hereinafter referred to as RELOCATION COSTS) for the Little Third Street and Little Tippecanoe Avenue Project, from Palm Lane to Little Tippecanoe Avenue and Little Tippecanoe Avenue from Little Tippecanoe to Tippecanoe Avenue (hereinafter referred to as PROJECT) in the San Bernardino area; and

WHEREAS, COUNTY and DISTRICT have determined and agree that the Contract amount needs to be amended to cover the cost of RELOCATION as the lowest responsive bid that was received was in the amount of \$543,280 and exceeded the original estimated amount of \$464,888; and

WHEREAS, as part of this Amendment No. 1, DISTRICT is seeking additional funds to cover RELOCATION COSTS; and

NOW, THEREFORE, in reference to the aforementioned, the parties hereby seek to enter into the Amendment No. 1 to amend Contract No. 24-311 and agree as follows:

1. DELETE the seventh and eighth "WHEREAS" within the Agreement's introductory recitals, and REPLACE it with a new "WHEREAS," which shall read as follows:

WHEREAS, it has been determined that DISTRICT has prior rights for the portion of the DISTRICT FACILITIES for the segment from Palm Avenue to Pedley Road within the PROJECT area and therefore the parties mutually agree the existing facilities described in this Agreement will be relocated at an approximate total cost of \$1,344,974, with the total expenses apportioned as 50% to the COUNTY and 50% to the DISTRICT; and

WHEREAS, DISTRICT shall perform the design and construction work for the RELOCATION at the total apportioned amounts set forth herein; and

2. DELETE Section A.2, and REPLACE it with new Section A.2, which shall now read as follows:

A.2 Pay for COUNTY's apportioned percentage of fifty (50%) of RELOCATION COSTS, previously estimated to be \$464,888 (see Exhibit A). The RELOCATION COSTS shall include the cost of RELOCATION construction, inspection, soil testing, design, and contingency and DISTRICT administrative fees. COUNTY's payment to DISTRICT for RELOCATION WORK cost shall not exceed \$837,134 (25% increase over the RELOCATION WORK cost estimate) without a written amendment to this Agreement approved by the parties pursuant to paragraph C.6. The parties acknowledge that the amounts set forth on Exhibit "A" are a good faith estimate of the costs to design and relocate the DISTRICT FACILITIES. The actual cost will not be known until completion of RELOCATION work and receipt of all invoices. DISTRICT will use commercially reasonable efforts to minimize costs. However, the parties recognize and agree that the costs of RELOCATION may be greater than estimated on Exhibit "A" and additional costs may be warranted for a variety of reasons, including, but not limited to, unforeseen circumstances or the need for work not contemplated in Exhibit "A."

3. DELETE Section B.6, and REPLACE it with a new Section B.6, which shall now read as follows:

B.6 In accordance with Notice to Owner dated October 26, 2023, DISTRICT shall perform the RELOCATION work. All work shall be performed substantially in accordance with DISTRICT's plan No. W-2247 dated April 2, 2024 (Plan), consisting of 10 sheets, a copy of which is on file with the Office of the COUNTY at 825 East Third, San Bernardino, CA 92415. Deviations from the DISTRICT's Plan described above initiated by either the COUNTY or the DISTRICT, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the COUNTY and agreed to/acknowledged by the DISTRICT, will constitute an approved revision of the DISTRICT's Plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the DISTRICT of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

4. DELETE Section B.7, and REPLACE it with a new Section B.7, which shall now read as follows:

B.7 DISTRICT agrees to cause the herein described RELOCATION work to be performed by a contract with qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said RELOCATION work diligently to completion.

5. DELETE Section B.8, and REPLACE it with a new Section B.8, which shall now read as follows:

B.8 Work performed by DISTRICT's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements; but work performed directly by DISTRICT's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. DISTRICT shall verify compliance with this requirement in the administration of its contracts referenced above.

6. DELETE Section B.11, and REPLACE it with a new Section B.11, which shall now read as follows:

B.11 It is understood and agreed that the COUNTY will not pay for any betterment or increase in capacity of DISTRICT's facilities in the new location and that DISTRICT shall give credit to the COUNTY for all accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by DISTRICT.

Not more frequently than once a month, but at least quarterly, DISTRICT will prepare and submit detailed itemized progress bills for costs incurred not to exceed DISTRICT's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by COUNTY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The DISTRICT shall submit a final bill to the COUNTY within 180/360 days after the completion of the work described in This Agreement above. If the COUNTY has not received a final bill within 360 days after notification of completion of DISTRICT's work described in within this Agreement, and COUNTY has delivered to DISTRICT fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for DISTRICT's facilities (if required), COUNTY will provide written notification to DISTRICT of its intent to close its file within 30 days. DISTRICT hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the COUNTY processes a final bill for payment more than 360 days after notification of completion of DISTRICT's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the COUNTY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the DISTRICT and approval of documentation by COUNTY. Except, if the final bill exceeds the DISTRICT's estimated costs solely as the result of a revised Notice to Owner as provided for in this Agreement, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the DISTRICT'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in this Agreement shall have the prior concurrence of COUNTY.

Detailed records from which the billing is compiled shall be retained by the DISTRICT for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by COUNTY and/or Federal Auditors. In performing work

under this Agreement, DISTRICT agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to DISTRICT doing work on the project that is the subject of this Agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, DISTRICT agrees to reimburse AGENCY upon receipt of AGENCY billing. If DISTRICT is subject to repayment due to failure by COUNTY to comply with applicable laws, regulations, and ordinances, then LPA will ensure that DISTRICT is compensated for actual cost in performing work under this Agreement.

7. DELETE Section B.4, and REPLACE it with a new Section B.4, which shall now read as follows:

B.4 DISTRICT understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. DISTRICT hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

8. All other provisions and terms of CONTRACT No. 24-311 shall remain the same and are hereby incorporated herein by this reference.

9. This Amendment No. 1 shall take effect on the date it is last signed by both parties.

10. 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 Amendment. 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.

This Amendment No. 1 shall be effective when approved by DISTRICT's authorized representative and COUNTY's Board of Supervisors.

IN WITNESS WHEREOF, the COUNTY and DISTRICT have each caused this contract amendment to be subscribed by its respective duly authorized officers, on its behalf.

[Signatures on Next Page]

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

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

By 

(Authorized signature – sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form



Aaron Gest, Deputy County Counsel

Date _____

Reviewed for Contract Compliance



Date _____

Reviewed/Approved by Department



Date _____

EXHIBIT A - Estimate of Relocation Costs

Project: **8" ACP WATERLINE RELOCATION**

W.O.#: **H15122**

Limits: **Between Palm Ln and Pedley Rd**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	1	L.S.	Mobilization	\$ 5,000.00	\$ 5,000.00
2	1	L.S.	Stormwater Pollution Prevention Measures	\$ 500.00	\$ 500.00
3	1	L.S.	Traffic Control	\$ 500.00	\$ 500.00
4	1	L.S.	Sheeting, Shoring and Bracing	\$ 500.00	\$ 500.00
5	30	L.F.	6" DIP w/ Polyethylene Encasement and Fittings	\$ 191.00	\$ 5,730.00
6	1,650	L.F.	8" DIP w/ Polyethylene Encasement and Fittings	\$ 175.00	\$ 288,750.00
7	8	EA.	8" Gate Valve	\$ 4,100.00	\$ 32,800.00
8	14	EA.	1" Water Service and Meter Box Relocation	\$ 3,000.00	\$ 42,000.00
9	1	EA.	1" Combination Air and Vacuum Valve Assembly	\$ 7,000.00	\$ 7,000.00
10	5	EA.	Fire Hydrant Assembly	\$ 15,200.00	\$ 76,000.00
11	1	EA.	4" Blow-Off Assembly	\$ 18,400.00	\$ 18,400.00
12	1	EA.	6" Tie-in to Existing Waterline	\$ 11,500.00	\$ 11,500.00
13	2	EA.	8" Tie-in to Existing Waterline	\$ 11,200.00	\$ 22,400.00
14	4	EA.	Removal of Existing Hydrant Assemblies	\$ 1,800.00	\$ 7,200.00
15	7	EA.	Removal of Existing Valves	\$ 1,800.00	\$ 12,600.00
16	1,600	L.F.	Removal of Abandoned Pipeline	\$ 1.00	\$ 1,600.00
17	4	EA.	Cutting and Capping/Plugging Existing Waterline and Storm Drain	\$ 1,400.00	\$ 5,600.00
18	1	L.S.	Pipeline Disinfection, Testing & Dewatering	\$ 2,000.00	\$ 2,000.00
19	1	L.S.	Protection of Existing Utility Lines	\$ 700.00	\$ 700.00
20	1	L.S.	Allowance for Inspection and Permit fees	\$ 2,500.00	\$ 2,500.00
Waterline Testing, Adding Services of Residents, Inspection, Soil Testing and Design					
21	1	L.S.	Hydrostatic Testing, Chlorination, and Bacteria Testing	\$ 8,500.00	\$ 8,500.00
22	14	EA.	Adding the Services of the Residents	\$ 2,000.00	\$ 28,000.00
23	1	L.S.	Inspection	\$ 42,600.00	\$ 42,600.00
24	1	L.S.	Soil Testing	\$ 11,000.00	\$ 11,000.00
25	1	L.S.	Design Plans	\$ 36,327.00	\$ 36,327.00

PROJECT ESTIMATE TOTAL: \$ 669,707.00

25% Increase Over the Project Cost Estimate \$ 167,427.00

Total Contract Amount \$ 837,134.00