



Contract Number
A-1 No.23-634

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	<u>Larry White</u>
Telephone Number	<u>909-387-7963</u>
Contractor	<u>East Valley Water District</u>
Contractor Representative	<u>Michael Moore</u>
Telephone Number	<u>909-888-8986</u>
Contract Term	<u>7/11/23-12/13/27</u>
Original Contract Amount	<u>\$43,442.00</u>
Amendment Amount	<u>\$65,045.82</u>
Total Contract Amount	<u>\$108,487.82</u>
Cost Center	<u>193002526-F01911-Zone 3</u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO.1 TO AGREEMENT NO. 23-634

WHEREAS, San Bernardino County Flood Control District (**FCD**) and the East Valley Water District (**EVWD**) entered into Cooperative Agreement No. 23-634, on July 11, 2023 (**AGREEMENT**), for project development and construction of the Elder Creek Channel Improvement Project (**PROJECT**), partially located within an incorporated area of the City of Highland; and

WHEREAS, the **PROJECT** has been recognized as a Regional Flood Protection Facility, and the funding was recommended as part of the **FCD's** Zone 3 Priority Project List and Ten-Year Construction Funding Program; and

WHEREAS, pursuant to the **AGREEMENT**, **EVWD** shall reimburse the District for one hundred percent (100%) of the costs (**EVWD FACILITIES COSTS**) associated with the construction of the **20-INCH STEEL CASING** and **30-INCH STEEL CASING** and an existing **FLUSH LINE** modification (collectively, the "**EVWD FACILITIES**"); and

WHEREAS, the estimated **PROJECT** cost was Forty Three Thousand Four Hundred Dollars Forty Two (\$43,442.00), which was set forth in the Engineer's Estimate, in Section 2.2 of the **AGREEMENT**; and

WHEREAS, the **FCD** and **EVWD** have determined that the **EVWD FACILITIES COSTS** are greater than estimated originally in the **AGREEMENT** and additional costs may be warranted for a variety of reasons,

including but not limited to, unforeseen site conditions, emergency repairs, increased bid prices, increased quantities, and/or change orders; and

WHEREAS, EVWD has agreed to reimburse the District for an additional Sixty-Five Thousand Forty Five Dollars and Eighty Two Cents (\$65,045.82); and

WHEREAS, the Parties seek to amend the **AGREEMENT** to increase the reimbursement amount for the actual **EVWD FACILITIES COSTS**; and

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL CONVENANTS AND CONDITIONS, THE PARTIES HERETO AGREE TO AMEND AGREEMENT NO. 23-634 AS FOLLOWS:

1. Section 2.2 is deleted and replaced with the following:

The total reimbursement cost is presently estimated to be One Hundred Eight Thousand Four Hundred Eighty Seven Dollars and Eighty Two Cents (\$108,487.82) as set forth in the Exhibit "A".

2. Attachment 1 to this Amendment is hereby added to the **AGREEMENT** as Exhibit A.
3. All other terms and conditions of the **AGREEMENT** remain unchanged. In the event of any conflict between the **AGREEMENT**, as previously amended, and this Amendment, this Amendment shall take precedence over the **AGREEMENT**.
4. The Parties agree that this Amendment may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Amendment is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this 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.

END OF AMENDMENT NO. 1

IN WITNESS WHEREOF, the San Bernardino County Flood Control District and East Valley Water District have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

►

Dawn Rowe, Chair

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

By _____
Deputy

East Valley Water District
(Print or type name of corporation, company, contractor, etc.)

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

Name Michael Moore
(Print or type name of person signing contract)

Title General Manager/CEO
(Print or Type)

Dated: _____

Address 31111 Greenspot Road
Highland, CA 92346

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Sophie A. Curtis, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Andy Silao, P.E.
Date _____

Reviewed/Approved by District
►

Noel Castillo, Chief Flood Control Engineer
Date _____

ATTACHMENT 1

EXHIBIT A