

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number**  
18-546, A-1

**SAP Number**



## San Bernardino County Flood Control District

<b>Department Contract Representative</b>	<u>David Drake, Engineering Manager</u>
<b>Telephone Number</b>	<u>(909) 387-7962</u>

<b>Contractor</b>	<u>Burlington Northern Santa Fe</u>
	<u>Railway (BNSF)</u>
<b>Contractor Representative</b>	<u>Kate Kalinosky</u>
<b>Telephone Number</b>	<u>(909) 386-4491</u>
<b>Contract Term</b>	<u>7/24/18 – 01/31/21</u>
<b>Original Contract Amount</b>	<u>\$638,206.80</u>
<b>Amendment Amount</b>	<u>\$484,105.00</u>
<b>Total Contract Amount</b>	<u>\$1,122,311.80</u>
<b>Cost Center</b>	<u>1910002518 / 52002445</u>

### IT IS HEREBY AGREED AS FOLLOWS:

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

### AMENDMENT NO. 1 TO CONTRACT 18-546

**WHEREAS**, the San Bernardino County Flood Control District (District) and BNSF Railway Company (BNSF) (collectively, "Parties") entered into Contract Agreement No. 18-546 (also referenced as Agreement No. BF-10012758) on July 24, 2018, (Contract) for the delivery of structural engineering services for the West Fontana Channel Flood Control Improvement Project (Project).

**WHEREAS**, Exhibit C of the Contract sets forth the roles and responsibilities of each agency as related to Project construction.

**WHEREAS**, pursuant to the Contract, BNSF shall serve as lead agency in the construction of the railroad work; procurement of materials, equipment, supplies, preliminary engineering, design, and contract preparation for the removal and replacement of 240 feet of the Muskat Lead, Track No. 3; relocation of five (5) Kaiser Yard Light Poles; and provide a flagman, as well as provide inspection as required in connection with the construction of

the Project; and provide a contract project coordinator, at the District's expense to serve as a project manager for the railroad related work.

**WHEREAS**, the Contract requires the District to pay BNSF the sum of \$2,000 for an Administrative Fee and the sum of \$4,072 for a "Temporary Construction License Fee" as well as the estimated project cost of \$525,767 for furnished labor, materials, tools, and equipment for railroad work needed for the construction on the Project. The Contract also included a 20% contingency for unforeseen errors, omissions, and changes during the construction of the Project.

**WHEREAS**, since the execution of the Contract, the Parties desire to amend the Contract in order for BNSF to provide additional construction support services, as required by both the BNSF Railroad Company and the Federal Railroad Administration (FRA) Safety Guidelines & Regulations during the construction phase of the Project; and

**WHEREAS**, the Parties desire to further expand the scope of services for the Project construction phase and, correspondingly, increase the contract amount for such additional work.

**NOW THEREFORE**, in consideration of mutual covenants and conditions, the Parties agree as follows:

1. Exhibit "D" to the Contract is hereby deleted and replaced with the following:

**EXHIBIT D**

**RECAPITULATION  
BNSF COST ESTIMATE, "WEST FONTANA FLOOD CONTROL CHANNEL"  
CONSTRUCTION AGREEMENT**

<b>PLAN ITEM</b>	<b>DESCRIPTION OF WORK</b>	<b>BUDGET YEAR(s)</b>	<b>AMOUNT</b>
231855000	Track Work & Light Pole Relocation	2018	\$306,357
231855001	Flagging & Inspect /or Coordinator On-Site Concrete Culvert Inspector	2018-21	\$703,515
<b>Total:</b>			<b>\$1,009,872</b>

2. The recitals of this Amendment No. 1 are incorporated into the Agreement by this reference.
3. All other terms and conditions of the Contract shall remain unchanged.
4. The Effective Date of this Amendment No. 1 shall be the first date on which all of the following has occurred: (1) the BNSF's Management Authority and District's Board have approved Amendment No. 1; and (2) the authorized representative of each has signed Amendment No. 1.
5. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the San Bernardino County Flood Control District and BNSF Railway Company have each caused this Amendment No. 1 to be subscribed by its respective duly authorized officers, on its behalf.

**SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT**

►   
Curt Hagman, Board Chairman

Dated: **APR 07 2020**

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

**BNSF RAILWAY COMPANY**

(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

for ►   
Sophie A. Akins, Deputy County Counsel

Date **3/30/2020**

Reviewed for Contract Compliance

►   
Grant Mann, P.E.

Date **3/30/2020**

Reviewed/Approved by District

►   
Brendon Biggs, Interim Chief Flood Control  
Engineer

Date **3-31-2020**