

**AMENDMENT NO. 1 TO CITY OF MENIFEE UTILITY AGREEMENT BY AND BETWEEN THE CITY OF MENIFEE AND EASTERN MUNICIPAL WATER DISTRICT**

This is Amendment No. 1 (“Amendment No.1”) to that certain CITY OF MENIFEE UTILITY AGREEMENT (“Agreement”) made on October 31, 2024 by and between the CITY OF MENIFEE (“LOCAL AGENCY”) and EASTERN MUNICIPAL WATER DISTRICT (“OWNER”), which this Amendment No. 1 is made and entered into on \_\_\_\_\_ to increase the estimated cost for the work consistent with the budget estimate attached hereto as Exhibit A and incorporated herein by this reference.

- 1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
- 2. Section IV, “PAYMENT FOR WORK” of the Agreement is hereby amended to read in its entirety as follows:

OWNER shall pay its share of the actual cost of said work included in LOCAL AGENCY’s highway construction contract within 90 days after receipt of LOCAL AGENCY’s bill, compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the LOCAL AGENCY’s highway contractor is \$X as further described on Exhibit A attached hereto and incorporated herein by this reference.

In the event the final relocation costs as established in Exhibit A are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual costs of the relocation exceed the amount of money advanced by OWNER to LOCAL AGENCY, in accordance with the provisions of this agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

- 3. Exhibit A attached hereto is hereby added as Exhibit A to the Agreement.
- 4. OWNER acknowledges that its Board of Directors approved an estimated amount of for the work pursuant to the Agreement plus in annual expenses. OWNER represents and warrants that the Board of Directors’ authorization is sufficient to encompass the additional costs provided in Exhibit A.
- 5. All other terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment No. 1 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

(Signatures on Following Page)

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| <p><b>LOCAL AGENCY (City of Menifee)</b><br/> <b>By:</b> _____<br/> <b>Armando G. Villa</b><br/> <b>City Manager</b><br/> <b>Date:</b> _____</p> <p><b>Attest:</b><br/> <b>By:</b> _____<br/> <b>Stephanie Roseen</b><br/> <b>City Clerk</b><br/> <b>Date:</b> _____</p> <p><b>Approved as to Form:</b><br/> <b>By:</b> _____<br/> <b>Jeffrey T. Melching</b><br/> <b>City Attorney</b><br/> <b>Date:</b> _____</p> | <p><b>OWNER (EMWD)</b><br/> <b>By:</b> _____<br/> <b>Joe Mouawad</b><br/> <b>General Manager</b><br/> <b>Date:</b> _____</p> <p><b>Attest:</b><br/> <b>By:</b> _____<br/> <b>Sheila Zelaya</b><br/> <b>Board Secretary</b><br/> <b>Date:</b> _____</p> |
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## EXHIBIT A

### Bradley Road Salt Creek Bridge Water and Recycled Improvements Estimated Total Costs

| Item No. | Additive Bid Items  | Estimated Costs |          |              |                | Bid Amount                       |                                    | Actual Costs |  |
|----------|---|-----------------|----------|--------------|----------------|----------------------------------|------------------------------------|--------------|--|
|          |   | Unit            | Quantity | Unit Price   | Total          | To be completed once bids opened | To be completed after construction |              |  |
| EMWD 1   | <b>Additive Alternative A:</b> Furnish and install all necessary materials, labor, and equipment for the construction of the 12-inch water pipeline relocation, including but not limited to the installation of all necessary appurtenances, concrete vault with hatch, steel casings, dewatering of existing pipeline, all testing, start-up as specified, test stations, removal and disposal of existing pipeline and appurtenances, abandonment of existing pipeline with grout, and excavation and backfill per EMWD standards, contract drawings, and specifications, complete and in place. | LS.             | 1        | \$468,000.00 | \$468,000.00   | \$645,050.00                     |                                    |              |  |
| EMWD 2   | <b>Additive Alternative B:</b> Furnish and install all necessary materials, labor, and equipment for the construction of the 24-inch water pipeline, including but not limited to the installation of all necessary appurtenances, concrete vault with hatch, steel casings, all testing, start-up as specified, and excavation and backfill per EMWD standards, contract drawings, and specifications, complete and in place.  | LS.             | 1        | \$742,400.00 | \$742,400.00   | \$767,250.00                     |                                    |              |  |
| EMWD 3   | <b>Additive Alternative C:</b> Furnish and install all necessary materials, labor, and equipment for the construction of the 18-inch recycled water pipeline, including but not limited to the installation of all necessary appurtenances, concrete vault with hatch, steel casings, all testing, start-up as specified, and excavation and backfill per EMWD standards, contract drawings, and specifications, complete and in place.   | LS.             | 1        | \$515,000.00 | \$515,000.00   | \$623,250.00                     |                                    |              |  |
| EMWD 4   | <b>Additive Alternative D:</b> Furnish and install all necessary materials, labor, and equipment for the construction of the 48-inch recycled water pipeline relocation, including but not limited to the installation of all necessary appurtenances, steel casings, dewatering of existing pipeline, all testing, start-up as specified, removal and disposal of existing pipeline and appurtenances, abandonment of existing pipeline with grout, and trench backfill per EMWD standards, contract drawings, and specifications, complete and in place.  | LS.             | 1        | \$770,600.00 | \$770,600.00   | \$742,250.00                     |                                    |              |  |
|          | <b>SUBTOTAL BID ITEMS</b>   |                 |          |              | \$2,496,000.00 | \$2,777,800.00                   |                                    |              |  |
|          | <b>CHANGE ORDERS</b>  |                 |          |              | \$0.00         |                                  |                                    |              |  |
|          | <b>Administrative Costs</b>   |                 |          |              |                |                                  |                                    |              |  |
|          | Construction Survey Staking   |                 |          |              | \$12,000.00    | \$8,400.00                       |                                    |              |  |
|          | Geotechnical Materials Testing  |                 |          |              | \$16,000.00    |                                  |                                    |              |  |
|          | Mobilization  |                 |          |              |                | \$135,000.00                     |                                    |              |  |
|          | <b>SUBTOTAL ADMINISTRATIVE COSTS</b>  |                 |          |              | \$28,000.00    | \$143,400.00                     |                                    |              |  |
|          | <b>TOTAL BID ITEMS + CHANGE ORDERS + ADMIN COSTS</b>  |                 |          |              | \$2,524,000.00 | \$2,921,200.00                   |                                    |              |  |