

**FIRST AMENDMENT
TO AGREEMENT BETWEEN
BUCKEYE WATER CONSERVATION & DRAINAGE DISTRICT
AND
THE CITY OF GOODYEAR
FOR IMPROVEMENTS TO THE BWCDD CANAL AND
BULLARD OUTFALL WASH**

Project Name:

BULLARD WASH CROSSING REHABILITATION

PROJECT NO. BWC-2118

This First Amendment ("First Amendment") is made by and between Buckeye Water Conservation and Drainage District ("BWCDD"), a political subdivision of the State of Arizona; and the City of Goodyear ("City"), a political subdivision of the State of Arizona. The City and BWCDD are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the Parties entered into that certain AGREEMENT BETWEEN BUCKEYE WATER CONSERVATION & DRAINAGE DISTRICT AND THE CITY OF GOODYEAR FOR IMPROVEMENTS TO THE BWCDD CANAL AND BULLARD OUTFALL WASH (Project Name: BULLARD WASH CROSSING REHABILITATION PROJECT NO. BWC-2118) designated as City of Goodyear Contract No. C-6353-22 (referred to herein as the "Original Agreement"); and

WHEREAS, the Parties desire that the Bullard Wash Crossing Rehabilitation Project No. BWC-2118 be constructed with additional improvements shown in Exhibit E, attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the above recitals, and good and valuable consideration, the receipt and adequacy of which is mutually acknowledged, the Parties agree as follows:

- I. Exhibit E is hereby added to the Original Agreement.
- II. The responsibility for the payment, oversight, construction, permitting, and funding use/reimbursement for the additional improvements reflected in Exhibit E shall be comensurate with the City's and the BWCDD's responsibilities as reflected in Sections 12 and 13 of the Original Agreement.

III. The City agrees to deposit with the BWCDD funds equal to the estimated cost of the Exhibit E additional improvements within fifteen (15) days of the execution of this First Amendment by both Parties.

IV. Except as expressly provided herein, the terms and conditions of said Original Agreement are hereby reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment.

**BUCKEYE WATER CONSERVATION
AND DRAINAGE DISTRICT**, a political
subdivision of the State of Arizona

By:



Noel Carter, General Manager

Attested by:



W.T. Gladden, Board President

Approved as to form:

By: _____

Attorney for BWCDD

CITY OF GOODYEAR, a political
subdivision of the State of Arizona

By:



Julie Karins, City Manager

Attested by:



Darcie McCracken, City Clerk

Approved as to form:

By: _____

Roric Massey, City Attorney

III. The City agrees to deposit with the BWCDD funds equal to the estimated cost of the Exhibit E additional improvements within fifteen (15) days of the execution of this First Amendment by both Parties.

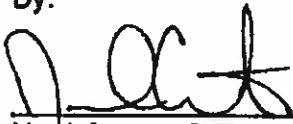
IV. Except as expressly provided herein, the terms and conditions of said Original Agreement are hereby reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment.

**BUCKEYE WATER CONSERVATION
AND DRAINAGE DISTRICT**, a political
subdivision of the State of Arizona

CITY OF GOODYEAR, a political
subdivision of the State of Arizona

By:



Noel Carter, General Manager

By:

Julie Karins, City Manager

Attested by:

Attested by:

W.T Gladden, Board President

Darcie McCracken, City Clerk

Approved as to form:

Approved as to form:

By:



Attorney for BWCDD

By:

Roric Massey, City Attorney

EXHIBIT E



DESIGN PROPOSAL - BUCKEYE MAIN CANAL

BULLARD WASH CROSSING – ADDITIONAL WORK

OUTFALL BASE SLAB REPLACEMENT AND RETAINING WALLS

GCE Project Number: BWC-2118

Due to unforeseen conditions associated with the degradation of the outfall slab for the Bullard Wash Crossing erosion mitigation and canal lining project. The following scope of work is for the additional design as agreed to in our field walk-thru and coordinated with the contractor. This is provided to BWCDD as needed to amend the original contract and associated scope of work.

Additional Design Tasks

Outfall Slab Replacement

- Concrete design for a continuously reinforced slab and associated details
- Analysis of original drain and concrete design
- Slab structural design
- Flow net analysis
- Weep hole design to relieve uplift pressure
- Joint details design
- Subgrade drain system design

Retaining Walls

- Structural design – footings
- Flow net analysis
- Modified grading

The elements listed above will be designed to retro fit the original design drawings to match as-builts in accordance with field changes.

Assumptions:

- All field changes have been adapted to the original Bullard Wash rehabilitation design provided by GCE.
- No pothole activities are assumed in this scope of work.
- No geotechnical investigations are assumed in this scope of work.
- All civil, hydraulic, and structural design calculations.

- No structural design or modifications to the existing Bullard Wash Cross Drainage Structure is assumed in this scope of work.

Cost Proposal

Added Scope Construction Cost	\$439,539.00
Added Scope Engineering Fees	\$77,150.00
Added Scope BWCDD Fees	\$-
Total	\$516,689.00

Unused contingency from Phase I	\$67,358.90
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Balance	\$449,330.10
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