Docusign Envelope ID: 93AC51C3-02CD-85E5-8025-75F3E2CEEE12

Attachment A

AMENDMENT NO. 2
TO COOPERATIVE AGREEMENT MA-080-25011369
FOR
SAN JUAN CREEK BRIDGE REPLACEMENT PROJECT

This Amendment is made and entered into as of the date fully executed by and between the Orange County Flood Control District ("District"), a body corporate and politic, and Southern California Regional Rail Authority ("SCRRA"), with District and SCRRA sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, the District and SCRRA entered into Cooperative Agreement MA-080-25011369 ("Cooperative Agreement") for San Juan Creek Bridge Replacement Project for design and reconstruction, effective December 12, 2025, with a maximum allowable compensation of two million dollars ($2,000,000) based on the estimate provided by SCRRA for the work to be performed; and

WHEREAS, consistent with the terms of the Cooperative Agreement, SCRRA commenced design and construction planning; and

WHEREAS, due to increased material and construction costs, the Parties executed Amendment No. 1 to the Cooperative Agreement to increase the maximum allowable compensation to two million eight hundred thousand dollars ($2,800,000); and

WHEREAS, updated contractor cost proposals, revised construction sequencing, unanticipated subsurface conditions and updated construction duration assumptions have further increased the total cost of the work, SCRRA notified the District that these additional factors have caused the total cost of the work to exceed the two million eight hundred thousand dollar ($2,800,000) not to exceed amount; and

WHEREAS, the Parties now desire to increase the total not to exceed amount to cover the increased work costs required for the project from two million eight hundred thousand dollars ($2,800,000) to four million seven hundred twenty four thousand dollars ($4,724,000); and

NOW, THEREFORE, the Parties agree as follows:

ARTICLES

1. Article 7.1 shall be amended to read as follows:

7.1 Scope of Work and Estimate by SCRRA

The WORK to be performed by SCRRA (hereinafter referred to as "WORK"), at DISTRICT's sole cost and expense, is described in Exhibit B-1 and Exhibit D-2 for construction, construction support services and a contingency for a Not-to-Exceed amount of Four Million Seven Hundred Twenty Four Thousand Dollars ($4,724,000) All WORK performed, and the cost of the PROJECT will be at the sole cost and expense of DISTRICT including any overage beyond the estimated cost for the WORK as limited to the Not-to-Exceed amount above.

2. All other terms and conditions of the Cooperative Agreement shall remain unchanged and with full force and effect.

Docusign Envelope ID: 93AC51C3-02CD-85E5-8025-75F3E2CEEE12

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates opposite their respective signatures:

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, a Joint Powers Authority existing under the Laws of the State of California,

Date:_____ By:_____
Signature

_____
Print Name & Title

APPROVED AS TO FORM:

Date:_____

By:_____
General Counsel

ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

Date:_____ By:_____
Doug Chaffee
Chair of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel

Date: 9/16/2026 | 9:41 AM PDT

By: Signed by: Stephanie Clark E0E0DCB355D74D1... _____
Stephanie Clark
Deputy County Counsel
County of Orange, California

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

ATTEST:

_____
Robin Stieler
Clerk of the Board
Orange County Flood Control District
County of Orange, California