

YOLO COUNTY AGREEMENT NO. 18-79

(FIRST AMENDMENT to Agreement No. 18-29 with EEI WSD Joint Venture, relating to Wastewater Recycling Facility Repairs and Replacement, to revise Services and Compensation terms)

THIS FIRST AMENDMENT to Agreement No. 18-29 (“First Amendment”) is made and entered into as of this 8th day of May, 2018, by and between the County of Yolo, a political subdivision of the State of California, (“County”), and EEI WSD Joint Venture, a partnership consisting of Gary Wert, Environmental Enterprises, Inc. and James Neher, Western Site Development (“Contractor”), who agree as follows.

WHEREAS, on or about February 6, 2018, the parties entered into an agreement for Contractor to provide wastewater recycling facility repairs and replacement services to the County (Yolo County Agreement No. 18-29 Wastewater Recycling Facility Repairs and Replacement, the “Agreement”); and

WHEREAS, the parties wish to amend the Agreement to revise the Additional Services and Compensation and Reimbursement terms.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Article II of the Agreement is amended to read as follows:

II. ADDITIONAL SERVICES

Contractor shall only perform the following additional services upon prior written authorization from the Administrator:

1. Golf Irrigation Project
 - a) Install pipe, valves, control system, coordinate Rain for rent equipment setup to enable effluent from the tertiary filter to be pumped to the Rain for Rent storage tanks during the night time
 - b) Allow stored effluent in the Rain for Rent tanks to be discharged to the golf course irrigation pump lift station
2. Aeration Blower Replacement
 - a) Replace existing aeration system blowers including providing two each Republic Model HRC
 - b) 1452 regenerative blowers with pressure kit and one each Republic Model HRC 402 regenerative blower
 - c) Remove existing blowers and install new regenerative blowers as part of the aeration system
3. Unforeseen plant repair or replacement work performed as authorized in a written Work Authorization signed by the Administrator.
4. Lift Station B Upgrade
 - a) Purchase and replace existing pumps with 2 Goulds WS5032D3 5HP, 230 volt, 3 phase, 3” sewage pumps and 30’ electrical connection chords, and purchase a spare pump and chord.

- b) Purchase and install 1 Vega Radar Level Transmitter.
 - c) Connect transmitter to MicroLogix 1500 PLC.
5. Replace Existing Radios on the Potable Water System
- a) Purchase and install 11 Phoenix Contact radio equipment for 1 master radio located at SCADA control room at wastewater treatment plant and 10 remote slave sites.
6. Additions/Changes to the WW-1 Control Panel
- a) Provision, installation, wiring, drawing additions/changes for 4 door located VFD potentiometers; 2 door located VFD HOA and Pilot Light assemblies; 1 1769-1A16 Input Module; and 1 1769-OA16 Output Module.
 - b) Provision, installation, wiring, drawing additions/changes and PLC/HMI programming for 1 FVNR Motor Starter for the Barge Pump; 3 110 VAC Fractional Horsepower Control Relays for the Clarifier Sample Pump, Polymer Pump and Chlorine Contact Tank Sample Pump; and 1 110 VAC large frame Fractional Horsepower Control Relay for the "Rain for Rent" Motorized Valve.
7. Additions/Changes to the WW-2 Control Panel
- a) Addition and off-site pre-construction of additional physical control panel.
 - b) Addition of pre-wiring of all selector switches and pilot lights.
8. Install Base Rock Next to Filter
9. Install New Floats at Various Locations
10. Install a Post EQ Bypass
11. Install Radar Level Transmitters
12. Lift Station A Upgrade
- a) Install Banner radio.
 - b) Identify wires between Lift Station A and control room to implement new control system WW-1.
13. Install Remove Access Router
14. Provide Spare Banner Radios
15. Replace Filter Solenoid Valve
16. UPS Units and Enclosure
- a) Install 2 UPSs for WW-1 and WW-2 control panels.
 - b) Install enclosures for protection.

17. Flash Mixer Replacement
18. Install Check Values and Pressure Gauge on Blower Discharge Pipe
19. Replace Existing 2" Scum Return Pipe
20. Provide Back-up Goulds Pump for Lift Station A
21. Control Room Modifications
 - a) Replace lab sink and countertop.
 - b) Replace air conditioner.

2. Article III of the Agreement is amended to read as follows:

III. COMPENSATION AND REIMBURSEMENT

A. For the services described in Paragraphs I and II above, and subject to the condition that the services have been completed in a manner satisfactory to the Administrator, County shall compensate Contractor as follows:

1. The total amount of compensation payable to Contractor for the services required by this Agreement shall not exceed Seven Hundred Sixty-Two Thousand, Two Hundred Forty-One (\$762,241), allocated as follows:

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| New Aeration Drops | \$74,600 |
| Spiral Screen | \$137,500 |
| Control system upgrades | \$206,800 |
| EQ Tank to Emergency Pond | \$22,000 |
| Tankage & Piping from Clarifier to Filter | \$70,860 |
| Connection Between Filter & Irrigation Pump | \$11,136 |
| ¾ HP Gould Pump for EQ Back-Up | \$1,700 |
| Replacement Skimmer | \$560 |
| De-Chlor Tablet Feeders (w) in Filter: | \$3,500 |

Additional Services:

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| Golf Irrigation Project: | \$25,000 |
| Aeration Blower Replacement | \$0 |
| WW-1 Control Panel (new) | \$20,550 |
| WW-2 Control Panel (new) | \$17,580 |
| Base Rock Next to Filter (new) | \$3,075 |
| New Floats (new) | \$2,587 |
| Post EQ Bypass (new) | \$2,045 |
| Radar Level Transmitters (new) | \$6,485 |
| Lift Station A Upgrade (new) | \$7,400 |
| Remote Access Router (new) | \$2,875 |
| Spare Banner Radios (new) | \$2,950 |
| Filter Solenoid Valve (new) | \$860 |
| UPS Units and Enclosure (new) | \$8,734 |
| Flash Mixer Replacement (new) | \$5,553 |
| Check Valves & Blower Discharge Pipe Pressure Gauge (new) | \$1,228 |

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| Scum Return Pipe (new) | \$17,300 |
| Back-Up Pump for Lift Station A (new) | \$6,080 |
| Control Room Modifications (new) | \$12,600 |
| Lift Station B Upgrade (new unrelated work) | \$44,758 |
| Radio Replacement (new unrelated work) | \$45,925 |

2. County will make down payments when required by manufacturers for products related to the services listed above upon receipt of the manufacturer documentation requiring down payment. Such down payments shall be made subject to the maximum compensation limit for each task as set forth above. Contractor shall be responsible for financing any down payment and other costs related to services provided under this Agreement and not authorized in Advance by the Administrator.
3. County shall render payment, subject to the work being performed in a manner satisfactory to the Administrator, on amounts payable for each task set forth above, including any balances due after a down payment is made, based on a percentage of completion for each task, on a scale of 0% to 100%.
4. County shall compensate Contractor for services performed in excess of the services outlined above pursuant to written work authorization in accordance with the rates set forth in Exhibit B.

B. The compensation set forth in Section A above includes reimbursement for all expenses incurred by Contractor in the performance of this Agreement, including all freight and taxes.

3. Except as set forth in this First Amendment, all other terms and conditions of the Agreement remain in full force and effect.

The parties have executed this First Amendment as of the date first set forth above.

CONTRACTOR:

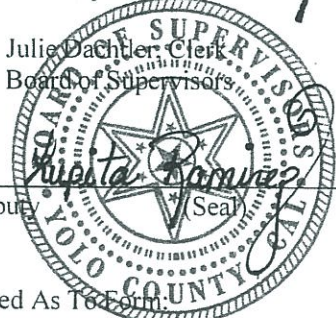
By: 
 Gary Wert
 EEI WSD Joint Venture

COUNTY:

By: 
 Oscar Villegas, Chair
 Board of Supervisors

Attest: Julie Dachtler, Clerk
 Board of Supervisors

By: 
 Deputy



Approved As Testimony:
 Philip J. Pogledich, County Counsel

By: 
 Carrie Scarlata, Assistant County Counsel