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FIRST ADDENDUM TO AGREEMENT

BY AND BETWEEN THE
MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT AND WINZLER & KELLY DATED MAY 5, 2009

THIS ADDENDUM is made and entered into this ____ day of _____ 200__, by and between the MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California (hereinafter referred to as "District") and Winzler & Kelly (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the District and the Contractor entered into an agreement for engineering design, environmental compliance, and regulatory support services for the rehabilitation of Pump Station No. 2 in Santa Venetia, dated May 5, 2009 ("Agreement"); and

WHEREAS, Section 4 and Exhibits "A" and "B" to the agreement obligated Contractor to provide services not to exceed the maximum sum of \$123,245; and

WHEREAS, the parties desire to amend the agreement to increase the services to be provided and increase the contract amount by \$58,504 to \$181,749.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibits "A" and "B" as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Updated Certificate of Insurance(s) attached hereto.
3. Section 4, "Maximum Cost to the District" is hereby amended to read as follows:
In no event will the cost to the District for the services provided herein exceed the maximum sum of \$181,749 including direct non-salary expenses.

Exhibit "A" "Scope of Services" is hereby amended to add to the existing scope of services the following:

Based on the information and findings presented in the Project Study Report prepared by Winzler & Kelly and submitted on April 5, 2007, as well as preliminary design analysis, the Contractor, under the general direction of District staff, shall provide the preparation of contract documents (plans and specifications) for the rehabilitation of Pump Station No. 2.

- 1) Installation of three 100-HP pumps, motors and variable frequency drives (VFDs).
- 2) Replacement of the existing standby engine generator with a new 250-kW standby engine generator housed in a sound attenuated enclosure with a residential-grade silencer.
- 3) Upgrading of the existing PG&E service by demolishing the pole mounted service and replacing it with a pad-mounted transformer.
- 4) Replacement of the existing motor control system (MCC). The new drives would be provided within an enclosed weather protection structure.
- 5) Provide SCADA system for radio transmission to the District office for remote monitoring/operation of PG&E power, generator set, flood water alarm points and 100hp pumps.
- 6) Replacement of the existing wet well and surge structure configured to handle Q_{100} flows. Design elevation for the surge structure will conform to maximum water surface elevation 6.8 feet (NGVD 29). The new wet well will contain a trash rack.
- 7) Replacement of the existing 42-inch CMP discharge main. Alternative replacement methods include open trench, slip-lining, or pipe bursting. This may require constructing a coffer dam at the outlet to allow dewatering for construction. The outlet location will be evaluated and may be constructed in the

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- same location as the existing outlet or may discharge into an outlet structure constructed in the existing levee.
- 8) Construction of an approximately 6 feet wide by 6 feet long concrete vault structure containing a slide gate and flap gate for hydraulic isolation. This structure will be located between the new wet well and existing levee.
 - 9) Construction of a new manhole upstream of the new wet well to convey incoming flow through the existing 36-inch pipe.
 - 10) Construction of a new section of 8-inch force main owned by Las Gallinas Valley Sanitary District. This portion of work is necessary to provide sufficient clearance for the construction of the new wet well.

Exhibit "B," "Fees and Payment Schedule" is hereby amended to read as follows
 Contractor shall be paid up to the maximum indicated in Section 4 of this agreement. Payment shall be made to the Contractor upon receipt of monthly, itemized invoices according to the following schedule.

| Task / Item | Total Fee |
|---|-----------|
| TASK- 1.0 - Environmental Permits/CEQA- Santa Venetia Pump Station # 2 Project | |
| 1.1- Wetlands Delineation | \$3,215 |
| SUBTOTAL TASK 1.0 | |
| \$3,215 | |
| TASK- 2.0 - Design | |
| 2.1- Design Surveys | \$6,794 |
| 2.2- Prepare 30% Contract Documents ^{1,2} | \$18,750 |
| 2.3 - Prepare 75% Contract Documents ^{1,2} | \$73,090 |
| 2.4 - Prepare 95% Contract Documents ² | \$48,284 |
| 2.5 - Prepare Final Contract Documents | \$17,638 |
| 2.6 - Project Management | \$5,496 |
| 2.7 - Bid Phase Assistance | \$5,932 |
| 2.8 - Prepare Record Drawings | \$2,550 |
| SUBTOTAL TASK 2.0 | |
| \$178,534 | |
| PROJECT TOTALS - Santa Venetia PS # 2 | |
| \$181,749 | |

- 1 - 30% submittal is now combined with the 75% submittal
- 2 - Assumes 4 hours for review meeting

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

CONTRACTOR:

MARIN COUNTY FLOOD CONTROL AND
 WATER CONSERVATION DISTRICT:

By _____

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Contract Requires Board of Supervisors' Approval
- Standard Short Form Content Has Been Modified
- Optional Review by County Counsel at Department's Request

 County Counsel