

**SECOND AMENDMENT TO AGREEMENT NO. 39000-22-D047
BETWEEN THE COUNTY OF SAN MATEO AND BEEBE'S WATER SYSTEMS, INC. TO AUTHORIZE
MODIFICATIONS TO THE AGREEMENT**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this 13th day of September, 2022, is by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and Beebe's Water Systems, Inc., hereinafter called "Contractor" or "BWS". When referenced together hereinafter, the entities are collectively referred to as "Parties".

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on May 10, 2022, the County Parks Department ("County Parks") executed an agreement with Contractor (the "Agreement") by which Contractor agreed to provide services of designing, building, and integrating treated water storage tanks and a new distribution of piping (the "Project") into the existing water network to improve drinking water compliance at Memorial County Park ("Memorial Park"), for the term of May 10, 2022 through May 9, 2023, in an amount not-to-exceed \$119,410.63; and

WHEREAS, on June 28, 2022, the Parties executed the First Amendment to the Agreement to increase the amount payable by County to Contractor by \$94.05, to a total amount not-to-exceed \$119,504.68; and

WHEREAS, on July 20, 2022, the Parties discussed the Second Phase of the Project ("Second Phase"), including possible modifications to the Agreement's Scope of Work to include the installation of equipment necessary to fully automate the operation of the treated water storage tanks and enhance the ability to monitor and quickly detect/locate leaks, thereby maintaining overall water quality compliance at Memorial Park; and

WHEREAS, to complete the Second Phase of the Project at Memorial Park as described above, the Parties by this Second Amendment to the Agreement desire to again amend the Agreement: (1) to amend its Scope of Work; and (2) to increase the contract amount by \$116,085.41 to a total amount not-to-exceed \$235,590.09; with all other terms of this Agreement unchanged.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 ("Payments") of the Agreement, as amended, is again amended to read as

follows:

In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED NINETY DOLLARS AND NINE CENTS (\$235,590.09).

2. Exhibit "A" ("Scope of Work") to the Agreement, as amended, is amended to add the following:

Phase – II: Automate Treat Water Storage Tank Farm with integration to the Sewer Water Treatment Plant Mater Utility Control Station

- Engineering, design, and documentation to fully automate the storage tank farm with new actuators and flow meters. The new additions to the Mater Utility Control Station (MUCS) master computer logic and HMI are included in the scope of work and incorporate new programming to automate tank filling in such a manner to improve overall water quality.
- Installation of new treated water storage tank station (TWST) control panel to replace the existing panel to minimize outage time and field labor cost.
- New supports and conduit will be installed to run control and sensor wires back to the TWST panel.

All work to be completed with minimum amount of outage time and in the briefest amount of time possible. Actual scheduling of field work is dependent on receiving of material and equipment.

3. Second paragraph of Exhibit "B" ("Payments and Rates") to the Agreement, as amended, is amended to read as follows:

The County's total fiscal obligation under this Agreement shall not exceed \$235,590.09 unless said amount is authorized to be increased by the Parks Director or his/her designee by written amendment to this Agreement.


4. "Fee Schedule" in Exhibit "B" ("Payments and Rates"), as amended, is amended to add the following:

ITEM	QTY	UNIT PRICE	AMOUNT
4150-MUN-DESIGN Labor,Municipal, Engineering per hour - Design, Drawings and Documentation	24	\$225.00	\$5,400.00
4150-MUN-PROG Labor,Municipal, Programing per hour, includes HMI graphics integration	40	\$150.00	\$6,000.00
4150-MUN-1MST-SW Labor-Municipal-1 Man/Shop Tools - Panel Fabrication, Material assembly	40	\$135.00	\$5,400.00
4150-MUN-2M1T-FW Labor-Municipal-2-Men/1 Service Truck -Prevailing wage Charge Rate	60	\$405.00	\$24,300.00
4150-MUN-2M1T-MB Mobilization/Demobilization-Job Preparation And Travel	22	\$185.00	\$4,070.00
5810-PERDIEM 1 Man Meals And Lodging San Mateo Co. Days	8	\$296.00	\$2,368.00
4200-MISC	1	\$17,367.60	\$17,367.60
New control panel assy with valve actuator controls and flowmeter sensing capability			
4200-MISC Misc Install Materials required to connect new external valve actuators and flowmeters. Includes new actuators.	1	\$45,376.03	\$45,376.03
		SUBTOTAL	\$110,281.63
		TAX	\$5,803.78
		TOTAL	\$116,085.41

5. All other terms and conditions of the Agreement between the County and Contractor dated May 10, 2022, except as amended, shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: [BEEBE'S WATER SYSTEM, INC.]



Contractor Signature

08/25/2022

Date

Chris Beebe

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board