CITY OF SIGNAL HILL

FIRST AMENDMENT TO AGREEMENT FOR GENERAL SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for construction of a disinfection station at Temple Reservoir ("First Amendment") is entered into on the 23rd day of January, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and D&H Water Systems, a CORPORATION, with its principal place of business at 4121 Avenida De La Plata, Oceanside, California, ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

- 2.1 <u>Agreement</u>. The Parties entered into that certain Agreement for the construction of a disinfection station at Temple Reservoir dated the 9th of May, 2023 ("Agreement").
- 2.2 <u>First Amendment</u>. The Parties now desire to amend the Agreement in order to extend the term of the Agreement, expand the scope of services and increase the total amount of compensation under the Agreement.

3. TERMS.

3.1 <u>Term</u>. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

The term of this Agreement shall be from May 9th, 2023 to November 30th, 2024, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 <u>Compensation</u>. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed two hundred seventy-two thousand and five hundred dollars (\$272,500). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3 <u>Scope of Work</u>. Exhibit "A" of the Agreement is hereby amended to add the Services set forth in Exhibit "A-1" to this First Amendment, attached hereto and incorporated herein.

3.4 <u>Remaining Provisions of Agreement</u>. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL	D&H WATER SYSTEMS, INC.
By:Carlo Tomaino City Manager	By: David Hartwig, President
	[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]
ATTEST:	•
By: Daritza Gonzalez City Clerk	Brian Doane, Secretary
APPROVED AS TO FORM:	
D.	
By: Matthew E. Richardson City Attorney	

EXHIBIT "A-1"

SCOPE OF WORK

Item #1

- Provide and install 3/4" conduits for Mixer power from electrical room to the reservoir 2nd hatch.
- Provide concrete coring at 3 locations to penetrate for power.
- Provide complete hardware to install the Mixer control panel with associate fittings.
- Provide and install dedicated 3 #10 with #10 ground wires from electrical room to the Mixer control panel next to the hatch.
- Provide and install complete conduit supports from the reservoir wall to the hatch.
- Provide complete termination and testing.

Item #2

- Provide and install 3/4" conduits from electrical room to the reservoir 2nd hatch for submersible sample pump.
- Provide and install Nema 3R disconnect switch next to the Mixer power control panel for the sample pump.
- Provide and install Nema 1 with overload current protection toggle disconnect switch next to analyzer.
- Provide and install complete hardware to install the Analyzer with complete piping work inside the chemical room.
- Provide labor only to hook up the chemical tubing. Tubing supply by the owner.
- Provide complete termination of mechanical and electrical work.

Item #3

- Provide complete demo of the existing power and control conduits to accommodate the new power and control conduits.
- Provide complete power, controls and instrumentation cables from chemical pump room to the PLC and Panel A.
- Provide complete termination and testing.

Item #4

- Provide 1" PVC Schedule 40 from Sample submersible pump to the Chemical room.
- Provide labor only to install tubing and terminate both ends. Tubing supply by the owner.
- Provide and install feed line from tank to the pump.
- Provide and install PVC block valves at both ends.
- Provide complete termination and testing of leaks.

Item #5

• Trenching from Chemical Room to Reservoir Main for Primary chemical injection.

Clarification: All rental equipment is included.

Exception: Metering equipment, Analyzer, Poly tubing and fittings by the owner.

SUPPLIES/EQUIPMENT:

Qty [1] Big Wave Water Technologies Chloramine Boosting System

- Qty [1] Big Wave Water CBS Control Panel
 - 10" Touch Screen
 - CBS Control Logic
 - 24"W x 30.5"H x 14"D Nema 4X FRP Enclosure

Qty [2] Prominent Total Chlorine and ORP Analyzer

- Aegis X Controller
- DGMA Flow Cell With CTE and ORP Sensor
- CTE Probe 10 PPM
- Mounted on Black Polypropylene Backboard
- Sample Return System

Qty [1] D&H Water Systems Dual Pump Chemical Feed Skid with Prominent Peristaltic Metering Pumps for Sodium Hypochlorite

- [2] Prominent DFXa Peristaltic Metering Pumps DFXAUS0565VPTLQ100UDC130EN07EN
 0.048 GPD 17.3GPH; 30L/H
 73PSI: 05BAR
- California Motor Controls Terminal Box GFCI Receptable
- Skid made on high-density marine grade chemical resistant polyethylene
- All joints shall be socket welded and warranted to be leak free for 5 years
 - -Wherever a Serviceable Item is Located a union or ball valve will be used for ease of maintenance
 - -Skid to include:
 - Qty [1] Grifco Cal Column 200 ML
 - Qty [1] Blue White Flow Indicator
 - Qty [2] Grifco Pressure Relief Valve
 - Qty [2] Ashcroft Pressure Gauge Filled with Glycerin
 - Qty [2] Plast-0-Matic Diaphragm Type Check Valves
 - -All Components shall be Pre-Plumbed on skid.

Qty [1] D&H Water Systems Dual Pump Chemical Feed Skid with Prominent Peristaltic Metering Pumps for Liquid Ammonia Sulfate

- [1] Prominent DFXa Peristaltic Metering Pumps DFXAUS0565VPTLQ100UDC130EN07EN 0.048 GPD 17.3GPH; 30L/H
 - 73PSI; 05BAR
- California Motor Controls Terminal Box GFCI Receptable
- Skid made on high-density marine grade chemical resistant polyethylene
- All joints shall be socket welded and warranted to be leak free for 5 years
 - -Wherever a Serviceable Item is Located a union or ball valve will be used for ease of maintenance
 - -Skid to include:
 - Qty [1] Grifco Cal Column 200 ML
 - Qty [1] Blue White Flow Indicator
 - Qtv [1] Grifco Pressure Relief Valve
 - Qty [1] Ashcroft Pressure Gauge Filled with Glycerin
 - Qty [1] Plast-0-Matic Diaphragm Type Check Valves
 - -All Components shall be Pre-Plumbed on skid.

Qty Assmann Ammonia Storage Tank 120 Gal Dual Wall Tank

- 34 ½" Dia x 51" HGT
- [1] ½" Bulkhead fitting for Level Sensor
 [1] 1" Bulkhead fitting for fill line
- [1] 2" Bulkhead fitting for vent line
- [1] 3/4" Double wall male fitting for tank Outlet
- [1] 6" Manway Cap

Qty [1] Viatran Level Sensor for Sodium Hypochlorite Viton Seals

Qty [1] Viatran Level Sensor for Liquid Ammonium Sulfate Epdm Seals

Qty [1] Storm Mixer 10" PVC Wafer Style Static Mixer