

ATTACHMENT C

AMENDMENT NUMBER 15
TO
CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT
BY AND BETWEEN
CITY OF VICTORVILLE AND WOODARD & CURRAN, INC. FOR OPERATION AND
MAINTENANCE OF SCLA WASTEWATER TREATMENT PLANT

THIS AMENDMENT NUMBER 15 (“**Amendment No. 15**”) is made and entered into this ____ day of _____, 2024, by and between the City of Victorville, a municipal corporation, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as “**City**”), and Woodard & Curran, Inc., a Maine Corporation, hereinafter referred to as “**Consultant**”. City and Consultant are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. **WHEREAS**, the City has a Professional Services Agreement with Consultant to provide professional services for the **Operation and Maintenance of SCLA Wastewater Treatment Plant** (the “**Professional Services Agreement**”). The Professional Services Agreement has been amended on fourteen (14) prior occasions, and said Professional Services Agreement, as amended, shall hereinafter be referred to as the “**Original Agreement**”; and
- B. **WHEREAS**, the Original Agreement was entered into for the purposes of having Consultant provide design, engineering, operation and maintenance services for the City’s Industrial Waste Water Treatment Plant (“**IWWTP**”), located at SCLA; and
- C. **WHEREAS**, the IWWTP provides wastewater treatment services to, amongst others, the Dr. Pepper Snapple Group (“**DPSG**”) manufacturing plant which is also located at SCLA; and
- D. **WHEREAS**, on or about December 20, 2021, Amendment 12 was issued to amend the Original Agreement for procurement of the Magnesium Hydroxide System Upgrade City of Victorville Integrated Wastewater Treatment Facility (IWWTF) at a not to exceed \$340,000.00; and to add Prevailing Wage Provisions as a continuing required reference to all Public Work associated with said on-going maintenance services; and
- E. **WHEREAS**, on or about May 22, 2022, Amendment 13 was issued to enter into and manage a Membrane Replacement Agreement with Suez Water Technologies

& Solutions/ZENON Environmental Corporation and increase the compensation;
and

- F. **WHEREAS**, on or about March 13, 2023, Amendment 14 was issued to the Original Agreement to increase the compensation amounts that were described in Amendment No. 13 in connection with the Consultant's management of the MBR Agreement; and
- G. **WHEREAS**, the Parties deem it desirable to enter into Amendment 15 to amend the Original Agreement to have the Consultant complete the Magnesium Hydroxide System Upgrade as described in Amendment 12, as the Magnesium Hydroxide System Upgrade was not completed. Since that time, the scope of work has expanded with the needs of the plant operation, thus requiring an additional Compensation of \$390,000, for a new project total of \$730,000.00; and
- H. **NOW THEREFORE**, in consideration of the covenants, conditions, and promises contained herein and for such other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree to amend the Original Agreement as stated below.

CONTRACT AMENDMENT

The Original Agreement is hereby amended as follows:

1. The recitals set forth above are true and correct and are hereby incorporated as part of this Amendment No. 15 by this reference.
2. The compensation amounts payable to Consultant as set forth in Sections 4 of Amendment No. 12 are hereby increased by Three Hundred Ninety Thousand and 00/100 (\$390,000.00), for a total not to exceed Seven Hundred Thirty Thousand and 00/100 (\$730,000.00) for the services set forth in Attachment A-1 and incorporated as part of this Amendment 15 by this reference; and
3. Except as amended herein, all the terms and conditions of the Original Agreement and all previous amendments shall remain in full force and effect.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 14 to the Original Agreement to be entered as of the dates written below.

THE CITY OF VICTORVILLE

WOODARD & CURRAN, INC.

By: _____
Elizabeth Becerra, Mayor

By: _____

Dated: _____

Dated: _____

ATTEST

By: _____
Jennifer Thompson, City Clerk

Dated: _____

By: _____
Sandra Bostick, Risk Manager

Dated: _____

APPROVED AS TO STANDARD FORM

By: _____
Andre de Bortnowsky, City Attorney

Dated: _____