

STATE WATER RESOURCES CONTROL BOARD

RESOLUTION NO. 69-2

AUTHORIZING AN AMENDMENT TO PROVIDE AN ADDITIONAL ALLOCATION OF FUNDS TO THE MASTER CONTRACT WITH KAISER ENGINEERS FOR PROFESSIONAL, TECHNICAL AND MANAGEMENT SERVICES UNDER THE SAN FRANCISCO BAY-DELTA WATER QUALITY CONTROL PROGRAM

WHEREAS the State Water Quality Control Board on December 15, 1966, by Resolution No. 66-36, approved the execution of Standard Agreement No. 12.5-56 with Kaiser Engineers, Division of Kaiser Industries Corporation, for the period to June 30, 1969; and

WHEREAS on December 1, 1967, all powers and duties of the State Water Quality Control Board were transferred to the State Water Resources Control Board; and

WHEREAS said Board, by Resolution No. 68-15, authorized the Chairman to amend the Agreement to provide that the amount payable to the Contractor, for purposes as specified by said Standard Agreement, from the 1968-69 fiscal year appropriation shall not exceed the budgeted amount of \$273,600; and

WHEREAS a critical need exists for continued services of certain personnel of Kaiser Engineers during the review and revision of the Preliminary, Summary and Technical Editions of the Program's Final Report; now therefore be it

RESOLVED, That the State Water Resources Control Board does hereby approve an additional budgeted amount to provide funds for said additional required services, bringing the allocation,

payable during the 1968-69 fiscal year, to an amount not to exceed \$325,600 and the total payable under terms of said Standard Agreement to an amount not to exceed \$2,022,000; and, be it further

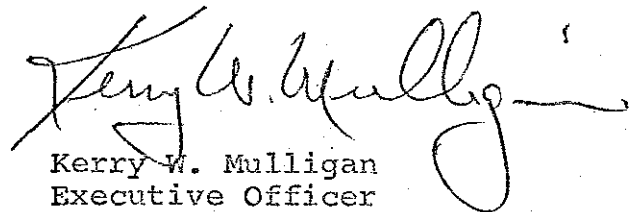
RESOLVED, That the Chairman of the Board is authorized to execute an amendment to said Standard Agreement in the form attached hereto.

Attachment

CERTIFICATION

The undersigned, Executive Officer of the State Water Resources Control Board, does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 9, 1969.

Dated: January 9, 1969



Kerry W. Mulligan  
Executive Officer  
State Water Resources Control Board

STATE OF CALIFORNIA STANDARD AGREEMENT

CONTRACTOR—( )
STATE AGENCY—( )
DEPT. OF GENERAL SERVICES—( )
CONTROLLER—( )

AMENDMENT NO. 9
NUMBER 12.5-56

THIS AGREEMENT, Made and entered into this First day of July, 1968, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Chairman STATE WATER RESOURCES CONTROL BOARD
Title of officer acting for State Department or other agency
hereinafter called the State, and

Kaiser Engineers, Division of Kaiser Industries Corporation
hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

That certain Standard Agreement No. 12.5-56, dated December 15, 1966, by and between the undersigned parties as previously amended, is hereby further amended in the following respects and no other: (per attached continuation sheet)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
Name of State agency

Kaiser Engineers, Division of
Contractor Kaiser Industries Corporation
(If other than an individual, state whether a corporation, partnership, etc.)

By
Chairman
Title

By
Vice Chairman
Title
Kaiser Center, Oakland, California
Address

(Continued on sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

Table with columns: To Be Charged Against, APPROPRIATION, FUNCTION OR FUND, LINE ITEM ALLOTMENT, F.Y., and checkboxes for O.E.

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. or E.R. No.)

(Continuation Sheet)

AMENDMENT NO. 9 TO STANDARD AGREEMENT

NO. 12.5-56, KAISER ENGINEERS

1. Article No. 6, "Payment", commencing on page 5 of EXHIBIT "A" to Standard Agreement No. 12.5-56, dated December 15, 1966, between the parties hereto, as previously amended, is hereby further amended as follows:

(a) The first paragraph is amended to read as follows:

"Payment for work done under the terms of this Agreement will be made monthly for work performed the previous month upon presentation of itemized invoices in triplicate, indicating a breakdown between amounts claimed for services and amounts claimed for expenses authorized herein, except that billings subsequent to the billing rendered on October 22, 1968, will be rendered as soon as practicable after the following dates for services performed and expenses incurred prior to such dates:

- (1) December 31, 1968
- (2) March 31, 1969
- (3) June 30, 1969 or earlier completion date of all work under the Agreement in a manner satisfactory to the Board.

Provided, however, that payment on account of such billings will be subject to the following:

- (1) With respect to the billing for services performed and expenses incurred prior to December 31, 1968, \$35,000 shall be withheld as retention.
- (2) The aggregate of payments made on account of the December 31, 1968, March 31, 1969, and June 30, 1969 billings, including payments on account of retained amounts, shall not exceed an amount which, together with previous payments under this Agreement, will result in a total payment under the Agreement of more than \$2,022,000."

(b) The first sentence of the second paragraph is amended to read:

"The amount to be paid Contractor under the terms of this Agreement shall not exceed the sum of \$2,022,000."

(c) The penultimate sentence of the second paragraph is amended to read:

"The amount payable to Contractor under the terms of this Agreement from the 1968-69 fiscal year appropriation shall not exceed the sum of \$325,600."

2. Except as herein amended, all terms and conditions of said Agreement, as previously amended, shall continue in full force and effect.