

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and MRS ENVIRONMENTAL, INC., a California corporation (“Consultant”), is effective as of the ___ day of _____, 2023. City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated August 23, 2022 (“Agreement”), whereby Consultant agreed to assist the City in reviewing the previously prepared Audit of Oil Pipeline Franchises completed in March 2016, auditing the documentation provided by the pipeline franchisees within the City to help determine the accuracy of the information consistent with the City’s existing ordinance, and preparing a report for the City (“Original Scope of Services”). The Agreement provided for an initial contract term of one (1) year and a not-to-exceed Contract Sum of \$24,999.

B. Due to certain factors beyond Consultant’s control while Consultant worked on the Original Scope of Services, the anticipated cost to complete the Original Scope of Services increased by \$7,026.

C. City and Consultant now desire to amend the Agreement to increase the not-to-exceed Contract Sum by an additional \$7,026 to allow Consultant to complete the Original Scope of Services plus \$49,860 for additional work (“New Scope of Services”) City has asked Consultant to perform, thereby increasing the Contract Sum from \$24,999 to \$81,885. The New Scope of Services concerns reviewing and incorporating City’s comments to the draft report prepared by Consultant and provided to the City, preparing a revised pipeline franchise ordinance, and reviewing GIS data provided by the City to ascertain the accuracy of records provided by City’s pipeline franchisees.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is indicated in *bold italics* and deleted text in ~~strikethrough~~).

A. Section 2.1, “Contract Sum,” of the Agreement is hereby amended to read in its entirety as follows:

“2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of *Eighty One Thousand Eight Hundred Eighty Five*

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~~*Dollars and Zero Cents (\$81,885) Twenty Four Thousand Nine Hundred Ninety Nine Dollars and Zero Cents (\$24,999.00) ("Contract Sum").*~~

B. Section 2.3, "Additional Services," of the Agreement is hereby amended to read in its entirety as follows:

"2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ~~ten~~ **twenty** percent (~~20%~~**10%**) of the Contract Sum ~~but not exceeding a total contract amount of Five Thousand Dollars (\$5,000)~~ or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed."

C. Section 3.4, "Term," of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not ~~later than December 31, 2024~~ **later than December 31, 2024** ~~exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

D. Exhibit "A," "Scope of Services," of the Agreement is hereby amended to read in its entirety as follows:

See attached.

E. Section I of Exhibit "C," "Schedule of Compensation," of the Agreement is hereby amended to read in its entirety as follows:

“I. Consultant shall be compensated for the overage associated with the Original Scope of Services and for the New Scope of Services in accordance with the following, which will include any and all expenses:

Cost Proposal

Key Staff	Rate (\$/hr)	Over Budget		Final Report		GIS Audit		Ordinance Preparation		Totals	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Direct Labor											
Greg Chittick, Engineer	\$220.00	0.00	\$ -	0	\$ -	8	\$ 1,760	12	\$ 2,640	20.00	\$ 4,400
Luis Perez, Project Manager	\$220.00	23.50	\$ 5,170	16	\$ 3,520	12	\$ 2,640	100	\$ 22,000	151.50	\$ 33,330
Nicole Trezza, GIS Planner	\$165.00	11.25	\$ 1,856	4	\$ 660	40	\$ 6,600	16	\$ 2,640	71.25	\$ 11,756
Dean Dusetta, Planner	\$200.00	0.00	\$ -	0	\$ -	20	\$ 4,000	12	\$ 2,400	32.00	\$ 6,400
Expenses			\$ -		\$ -		\$ -		\$ 1,000		\$ 1,000
Total Direct Labor		34.75	\$ 7,026	20	\$ 4,180	80	\$ 15,000	140	\$ 30,680	274.75	\$ 56,886

F. Section IV of Exhibit “C,” “Schedule of Compensation,” of the Agreement is hereby amended to read in its entirety as follows:

“IV. The total compensation for the Services shall not exceed \$81,885~~\$24,999~~, as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute

and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[sap;rjl]

CONTRACTOR:

MRS ENVIRONMENTAL, INC., a California corporation

By: _____
Name: Luis Perez
Title: Vice President

By: _____
Name: Greg Chittick
Title: Treasurer

Address: 1306 Santa Barbara Street
Santa Barbara, CA 93101

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Original Scope of Services

- A. Consultant will assist the City in reviewing the previously prepared Audit of Oil Pipeline Franchises completed in March 2016. Consultant will also assist the City in auditing the documentation provided by the pipeline franchisees within the City to help determine the accuracy of the information consistent with the existing ordinance. Specific tasks are detailed below:
1. Review previous Audit of Oil Pipeline Franchises completed in March 2016.
 2. Review existing Pipeline Franchise Ordinance.
 3. Review practices in other jurisdictions regarding pipeline franchises, including franchise fees, reporting requirements, inspections, insurance, bonding, abandonment practices, and any other pertinent information related to pipeline franchises.
 4. Review GIS data provided by the City to ascertain the accuracy of records provided by the various franchisees. Consultant will also review the previous payments to ensure payments are accurate and up to date.
 5. Prepare a summary report and provide documentation as appropriate.

New Scope of Services

B. Consultant will provide City additional services as detailed below:

1. *Receive and review comments from the City on the Draft Report submitted to City on March 28, 2023 and finalize the Report for the City's use based on comments received.*
2. *Provide the City with a revised Pipeline Franchise Ordinance addressing all issues identified in the Report for consideration by the City Council. This effort will also include meetings with staff to prepare and review the ordinance, a meeting with industry to discuss the revised ordinance and assumes two meetings before the City Council to consider the revised ordinance.*
3. *Consultant will review GIS data provided by the City to ascertain the accuracy of records provided by the various franchisees. Consultant will*

also review previous payments to ensure those are accurate and consistent with the findings of the GIS audit.

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. ~~Summary Report~~ regarding Services in Section I above.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
 - A. As requested by the City's Contract Officer.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Greg Chittick, Engineer
 - B. ~~Jay Sheth, Process Engineer~~ *Dean Dusette, Planner*
 - C. Nicole Trezza, GIS Planner
 - D. Luis Perez, Project Manager