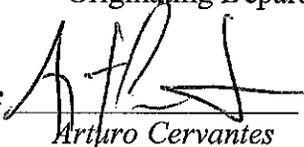


MAY 18 2022
9:40 am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 24, 2022
Originating Department: Public Works

Interim City Engineer:  Interim City Manager: 
Arturo Cervantes Chris Jeffers

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2020-52-CC WITH MNS ENGINEERS, INC. TO EXTEND THE TERM FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WATER FACILITY CHLORINATION SYSTEM UPGRADES, CITY PROJECT NO. 586-WTR

PURPOSE: MNS Engineers, Inc. (MNS) is under Contract No. 2020-52-CC to provide construction management and inspection services for the Water Facility Chlorination System Upgrades (Chlorination Systems Project). The construction schedule has been extended beyond the scope of MNS's agreement. Amendment No. 2 to Contract No. 2020-52-CC extends the term of the agreement six months to provide services through the construction completion and project closeout and within the existing contract budget.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 2 to Contract No. 2020-52-CC with MNS Engineers, Inc. to extend the contract term for six months to December 31, 2022, to provide additional construction management services through project closeout on the Water Facility Chlorination System Upgrades, City Project No. 586 WTR, and within the existing contract budget; and
- b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: None. Amendment No. 2 modifies the term of the agreement. Services to be provided are within the existing scope of work and budget. There will be no additional costs associated with extending the term from June 30, 2022 to December 31, 2022.

ANALYSIS: Construction of the project is substantially complete. Staff is negotiating a contract change order to eliminate the SCADA system improvements from the project, which are planned to be completed via separate contract. This necessitates a construction schedule extension to December 31, 2022 to provide time to complete the SCADA improvements. The Agreement with MNS provides services through June 30, 2022. Amendment No. 2 is recommended to extend the term of the agreement six months, to December 31, 2022. Remaining services include overseeing construction through the completion date, and post construction services to close out the administrative aspects of the project.

The services are planned to be provided within the existing \$432,256 contract budget.

BACKGROUND: The Project is a part of the Capital Improvement Program. It entails replacing the chlorination systems at the following seven water well sites: (1) Hawkins Reservoir (9021 West Frontage Road); (2) Well No. 26 (2541 Tweedy Boulevard); (3) Park Reservoir (9615 Pinehurst Avenue); (4) Westside Reservoir (2751 Tweedy Boulevard); (5) Well No. 27, (2645 Tweedy Boulevard); (6) Well No. 28 (3414 Ardmore Avenue); and (7) Well No. 29 (2700 Ardmore Avenue).

On July 14, 2020, MNS was awarded Contract No. 2020-52-CC in the amount of \$399,580 to provide construction management and inspection services for the Project. These services included construction management, construction inspection, submittal reviews, ensuring construction compliance with plans and specifications, labor compliance, materials testing, utility coordination, compliance with local and state requirements and other related construction services.

On October 26, 2021, the City Council approved Amendment No. 1 in the amount of \$32,676. The construction schedule is extended beyond the scope of MNS's agreement due to current shortages in equipment supply and a dispute with the construction contractor. Amendment No. 2 provides a time extension through December 31, 2022, at no additional cost to the City.

Construction of the Project began on October 19, 2020, and is substantially completed. The outstanding improvements will be completed by October 2022.

ATTACHMENTS:

- A. Proposed Amendment No. 2
- B. Contract No. 2020-52-CC
- C. Amendment No. 1 to Contract No. 2020-52-CC

AA:lc

AMENDMENT NO. 2 TO CONTRACT NO. 2020-52-CC TO EXTEND THE CONTRACT TERM FOR SIX MONTHS TO DECEMBER 31, 2022 TO PROVIDE ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WATER FACILITY CHLORINATION SYSTEM UPGRADES, CITY PROJECT NO. 586 -WTR WITH MNS ENGINEERS, INC.

This Amendment No. 2 to Contract No. 2020-52-CC extending the term of the contract for Construction Management and Inspection Services for the Water Facility Chlorination System Upgrades, City Project No. 586- WTR (“Amendment No. 2”), is made and entered into on May 24, 2022, by and between the City of South Gate, a municipal corporation (“City”), and MNS Engineers, Inc., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS:

WHEREAS, on July 14, 2020, the City Council approved Contract No. 2020-52-CC with Consultant (“Agreement”) for Construction Management and Inspection services for the Water Facility Chlorination System Upgrades, City Project No. 586 WTR (“Project”), in an amount not to exceed Three Hundred Ninety-Nine Thousand Eight Hundred Fifty Dollars (\$399,850) and for a term through June 30, 2022; and

WHEREAS, on October 26, 2021, City Council approved Amendment No. 1 in an amount not to exceed Thirty-Two Thousand Six Hundred Seventy-Six Dollars (\$32,676) bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Thirty-Two Thousand Two Hundred Fifty-Six Dollars (\$432,256).

WHEREAS, the City and Consultant desire to execute Amendment No. 2 extending the term of the Agreement for an additional 6-months through and including December 31, 2022, under the terms and conditions of the Agreement, and at no additional cost to the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT.

The term of the Agreement shall remain through and including December 31, 2022 as described in Exhibit “A”, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either party as provided in the Agreement.

2. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Chris Jeffers, Deputy City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul Salinas ^(AS)
Raul F. Salinas, City Attorney

MNS ENGINEERS, INC.:

By: _____
Greg Chelini, PE, Vice President

Date: _____

May 2, 2022

City of South Gate
Arturo Cervantes, Assistant City Manager/Director of Public Works
8650 California Avenue
South Gate, CA 90280

SUBJECT: System Upgrades Project Contract No. 2020-52-CC/Amendment No. 2 - Contract Time Extension

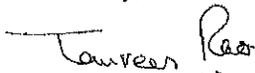
Dear Mr. Cervantes,

The current contract (No. 2020-52-CC / Amendment No. 1) between MNS Engineers, Inc., and the City of South Gate is due to expire at the close of business on June 30, 2022. The purpose of this letter is to request an extension to the term of the agreement.

At this time, we are requesting an extension to assist in completing the remaining construction management services. We propose a second amendment to the contract that specifically extends the term of agreement through December 31, 2022. No additional compensation is being requested.

Should you have any questions, please do not hesitate to contact the undersigned at (Tan Rao, Cell 714.313.5964) or email (trao@mnsengineers.com).

Sincerely,



Tanveer Rao, PE, CCM
Project Manager
MNS Engineers, Inc.

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE WATER FACILITY
CHLORINATION SYSTEM UPGRADES CITY PROJECT NO. 586-WTR
BETWEEN THE CITY OF SOUTH GATE AND MNS ENGINEERS, INC.**

This Agreement for Professional Services for Construction Management and Inspection Services for The Water Facility Chlorination System Upgrades, City Project No. 586-WTR ("Agreement") is made and entered into on July 14, 2020, by and between the City of South Gate, a municipal corporation ("City"), and MNS ENGINEERS, INC., CALIFORNIA CORPORATE NUMBER C0435353 ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City has the need for certain technical and professional engineering services in connection with that certain project identified as: **THE WATER FACILITY CHLORINATION SYSTEM UPGRADES CITY PROJECT NO. 586-WTR**

WHEREAS, Consultant represents that it has in its employ experienced personnel who are licensed and qualified to render such services; and

WHEREAS, City wishes to retain Consultant on the terms and conditions contained in this Agreement to render such services as the City may from time to request.

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to the Agreement are:

City: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.

Consultant: MNS Engineers Inc.
201 N. Calle Cesar Chavez
Suite 300
Santa Barbara, CA 93103

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:
Arturo Cervantes, P.E.

Assistant City Manager/Director of Public Works
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

- B. The principal representative of the Consultant shall be:

Greg Chelini, PE, Vice President
MNS Engineers Inc.
201 N. Calle Cesar Chavez,
Suite 300
Santa Barbara, CA 93103

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery, facsimile, email or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

E. Any notice required or permitted hereunder, when served by mail, shall be effective three (3) calendar days after the date of mailing of the same, and when served by facsimile transmission, email or personal delivery shall be effective upon receipt.

3. Description of Work.

Consultant shall provide, in accordance with generally accepted professional standards currently in effect, such services within the Scope of Work as may be requested in writing from time to time during the term of this Agreement by the Assistant City Manager/Director of Public Works of the City of South Gate ("Director"). The anticipated Scope of Work ("Services") is set forth in the Scope of Work and Fee Schedule (Exhibit "A"), attached hereto and incorporated herein by this reference ("Proposal"). The Director or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director.

In requesting the services of Consultant, the Director shall identify the project, program or activity for which such services are requested and shall establish the maximum amount to be charged by Consultant on such project, the time limit within which Consultant is to complete the work, and the charge point to be used by Consultant in billing the City. Consultant's charges on any project shall not exceed the maximum amount so established without the express prior written approval of the Director.

4. Commencement and Completion of Work.

The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through its Assistant City manager/Director of Public Works, has issued a Notice to Proceed based upon a proposal for as needed services for such project, program, or activity. The work described in Exhibit "A" shall be completed within the time schedule noted in each proposal for such work, exclusive of any review periods required by City and any extensions approved pursuant to Section 6, below. Consultant shall have no claim for compensation for any additional services or work, which has not been preauthorized in writing by the Director.

5. Term.

The term of this Agreement shall commence (be deemed to have commenced if work already started) on the date that the agreement is signed by all parties and, subject to the provisions of Section 11 below, shall expire on June 30, 2022. It is Consultant's responsibility to request an extension at least sixty (60) days in advance of the expiration of the term of the Agreement. The City Manager, or his/her authorized representative, is authorized to approve in his or her sole discretion a contract extension of up to one (1) year from the date of the expiration of the original term of this Agreement.

6. Extension of Time for Completion of Work.

A. Consultant shall keep the Director, or his/her designee, fully informed on a regular basis regarding the status and progress of the delivery of Services under this Agreement, including any activities performed and planned, and any meetings scheduled or desired.

B. If, at any time, the work is delayed due to suspension order by the City, or due to strike, lockout, accident or act of God, City's or additional work initiated by the City, any other cause which, in the reasonable opinion of the City is unforeseeable and beyond the control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 12, below.

C. Consultant shall submit a written request for an extension of time to the Director within ten (10) days after the commencement of such delay, citing the reason for such delay. Failure to submit the written request within such time period may, in the City's sole discretion, constitute a waiver of any such delay. The Director shall, in his sole discretion, determine whether and to what extent any extension of time shall be permitted. The Director shall approve or decline any such request in writing.

D. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed. If, during the course of the performance of the Services additional services beyond the Scope of Work are, in the opinion of the Director, required or desired, the Director may authorize such additional work by Consultant. Consultant shall perform such additional services

("Additional Services") as may be requested from time to time by the Director. Any additional compensation due and payable to Consultant shall be based on the budget and hourly rates included in the Proposal.

7. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in the Proposal.

8. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

9. Consultant's Personnel.

A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a business license as required by the South Gate Municipal Code.

B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services, and compliance with generally accepted professional standards of care currently in effect, pursuant to Section 3 above.

C. Consultant shall be responsible for payment of all employees and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

D. Consultant shall not remove or reassign any personnel identified in the proposal or assign any new or replacement personnel without the prior written consent of the Director, which consent shall not be unreasonably withheld or delayed. Consultant has designated David Ferguson to coordinate and manage the delivery of Services under this Agreement ("Project Manager"). The Project Manager shall be available to the Director, or designee, at all reasonable times during the term of the Agreement.

10. Compensation.

A. The Consultant will be reimbursed for hours worked at hourly rates specified in the Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead and fee. These rates are not adjustable during the term of this Agreement. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in the Proposal. Subject to the provisions of Section 5C above, the total compensation to be paid by City to Consultant for all Services shall not to exceed \$399,580 unless approved in writing by the City.

B. On or before the fifth day of each calendar month following commencement of the Services, Consultant may cause to be made and submitted to City a written estimate of the value of all work completed and materials incorporated into the project up to the first day of the month in which the estimate is made. In reviewing and approving such estimate, the City may consider, in addition to other facts and circumstances, the relationship of the work completed to the work remaining to be done. The City shall have the right to retain ten percent (10%) of the estimated cost of the work as partial security for Consultant's performance of this Agreement. Within thirty (30) days after approval of Consultant's estimate, City shall pay to Consultant the balance of such estimated value after deducting therefrom all prior payments and all sums to be retained as partial security under the terms of this Agreement.

C. Upon satisfactory completion of all work and services described in the Proposal, and City's approval thereof, City shall pay to Consultant the total amount remaining due for each increment or phase of the work, including all funds retained as partial security. Final payment shall be made by City to Consultant within thirty (30) days after City's written acceptance of the work.

D. No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any Services performed or materials provided by Consultant, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

G. Consultant shall be required to attend meetings as necessary in the delivery of the projects. Travel time between the Consultant's office and the meeting location shall not be billable; however, mileage will be. Consultant may request an exemption on a case by case basis, which shall be subject to City approval.

H. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions of this article.

11. Indemnity and Insurance.

A. For claims not relating to professional services, Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives ("Indemnified Parties"), from all actions, suits, proceedings, liability, damages, claims, costs and expenses of any kind or nature whatsoever ("Claims") which may be brought, made, filed against, imposed upon or sustained by the Indemnified Parties, or any of them, alleging (a) injury to or death of persons or damage to property, including property owned by or under the care and custody of City, and that such injury, death, or damage arises from or is attributable to or caused by the negligence or willful misconduct of Consultant, its officers, employees, subcontractors, agents, or representatives in connection with or pertaining to performance of the Services. The City shall notify Consultant of any such Claim, shall tender its defense to Consultant, and shall assist Consultant, as may be reasonably requested, in such defense. Upon such notification and tender, Consultant agrees to and shall have the independent duty to defend such Claim and to indemnify the Indemnified Parties. For claims arising out of professional services, the Consultant agrees to indemnify and hold the Indemnified Parties harmless from all actions,

suits, proceedings, liability, damages, claims, costs and expenses including reasonable attorneys' fees, to the extent, arising out of negligent acts, errors or omissions of Consultant in performance of this Agreement. For both professional and non-professional services related claims, if a court of competent jurisdiction determines that the Claim was caused by the negligence or willful misconduct of the Consultant or of one for whom the Consultant may be legally responsible, Consultant's duty of indemnity shall be only to the extent caused by, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction.

B. As a condition precedent to the effectiveness of this Agreement, and without limiting Consultant's obligations of indemnity set forth above, Consultant shall procure and maintain in full force and effect during the term of this Agreement, the following types and levels of insurance with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California:

1. Professional Liability insurance with a limit of not less than \$1,000,000.
2. Workers' Compensation and Employer's Liability
 - Workers' Compensation-coverage as required by law.
 - Employer's Liability-limits of at least \$1,000,000 per occurrence.
3. Commercial General Liability
 - Combined Single Limit-\$2,000,000.

The automobile insurance shall be in an amount of \$1,000,000 per person and \$2,000,000 per accident. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to cancellation of the policy, or ten (10) days' notice if cancellation is due to nonpayment of premium.

4. General Liability and Auto Liability policies shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. Additional Insured Endorsement shall be on form CG 20 10 11 85.

(b) "Severability of Interest" clause.

C. If requested by the City, promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

D. The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

E. Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

12. Termination

A. Termination for Convenience

The City Council may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its actual costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

B. Termination for Cause.

1. The City Council may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(a) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

(b) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

2. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 12, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

3. If this Agreement is terminated as provided above in paragraph 12.A or 12.B, City may, at its election, require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed.

4. If, after notice of termination of the Agreement under the provisions of this Section 12, it is determined, for any reason, that Consultant was not in default, or that the default

was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subsection A above.

C. Payment on Termination

If this Agreement is terminated prior to the expiration of its term, Consultant shall be paid for those charges for Services which have accrued but not been paid through the effective date of termination. Consultant agrees to accept such amount, plus all amounts previously paid, as full payment and satisfaction of all obligations of City to Consultant. In ascertaining the value of the Services performed through the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized and reimbursable expenses.

13. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

14. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, in addition to any other applicable statutory remedy, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

15. Subcontracting, Delegation and Assignment.

A. This Agreement contemplates the personal services of Consultant and its employees, and it is recognized by the parties that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of Consultant and its employees. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the City. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

1. The amount involved, together with Consultant's analysis of such cost or price.

2. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

16. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents, in whatever form or medium, compiled prepared or obtained by Consultant or furnished to Consultant by the City in the course of performing the Services shall be the property of the City and the City shall have the unrestricted right to use or disseminate the same without payment or further compensation to Consultant. Copies of Consultant's work product may be retained by Consultant for its own records.

17. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

18. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator. In the event of a lack of agreement between the parties, the matter shall be submitted to the Judicial Arbitration and Mediation Services and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration.

19. Severability

If any provision of this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

20. Governing Law.

This Agreement shall be governed by the laws of the State of California. Venue shall be within the County of Los Angeles.

21. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement.

22. Retention of Records/Audits.

The parties shall each maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited, and the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The City, State, State Auditor, FHWA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to any

books, records, and documents of the Consultant pertaining to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

23. Exhibits.

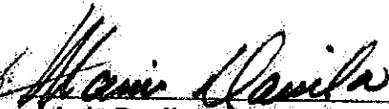
The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Work

[Remainder of page left blank intentionally]

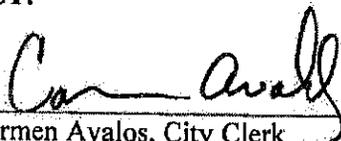
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

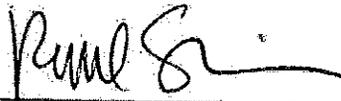
By: 
Maria Davila, Mayor

Dated: 7-23-2020

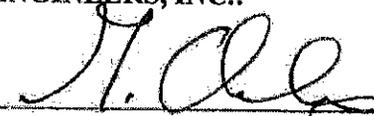
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

MNS ENGINEERS, INC.:

By: 
Greg Chelini, PE, Vice President

Dated: 7/10/20

Exhibit "A"

Proposal dated March 4, 2020

**EXHIBIT A
SCOPE OF SERVICES**

PROFESSIONAL SERVICES DURING CONSTRUCTION

**FOR THE CITY OF SOUTH GATE
WATER FACILITY CHLORINATION SYSTEM UPGRADES
CITY PROJECT NO. 586-WTR**

I. PURPOSE

The City of South Gate (City) seeks the services of an engineering consultant to provide services during construction for the City of South Gate Water Facility Chlorination System Upgrades (Project). The intent of the Project is to install new chlorination equipment, Sodium Hypochlorite disinfection system modifications, and upgrades at seven locations of the City's water production facilities. The Project will address deficiencies and remove equipment that are no longer necessary due to operational changes.

Consultant shall provide technical assistance, construction management and inspection services during project construction.

II. PROJECT SCHEDULE

The City plans to commence the construction of the proposed facilities in January 2020. The specification provides for 270 calendar days of construction time. Consultant shall also include 30 additional calendar days beyond the 270 calendar days for inspection and administration services. The Consultant's proposal shall include an estimated time schedule for completion of the services from the date of contract.

III. EXISTING WATER SYSTEM

An outline of the City water system is shown is attached. See Figure 1- Location Map, Figure 2 – Water System Layout, and Table -1 for summary description of facilities.

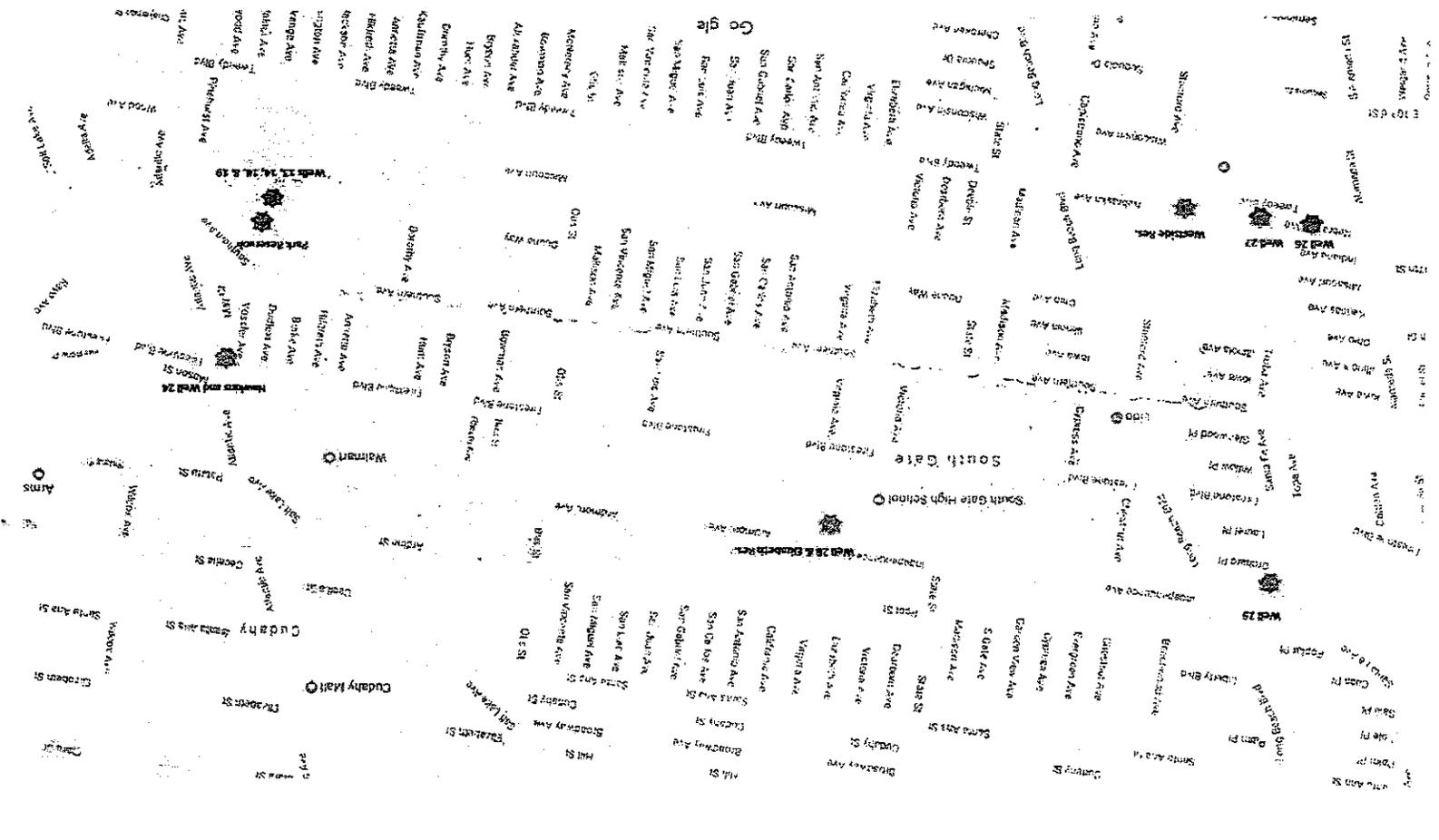


Figure 1 – Location Map

A-2

Exhibit A-Scope of Work

Figure 2 - Water System Layout

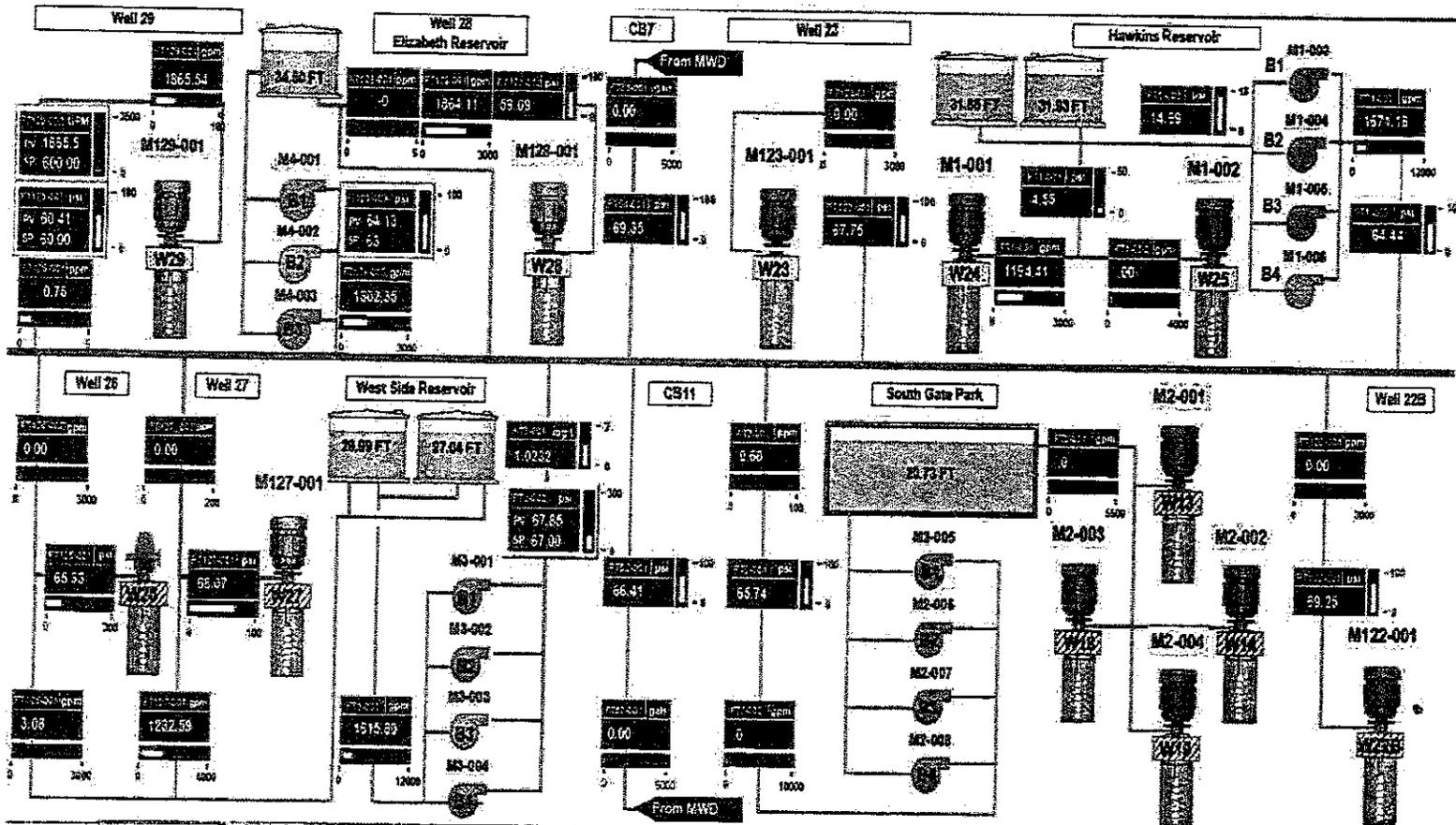


TABLE 1 - Wellsites and Reservoirs

| Well No. | Location | Drilled | Capacity | Status |
|----------|---------------------------------|---------|-----------|--|
| 13 | SG Park – 9615 Pinehurst Avenue | 1940 | 1,650 GPM | Stand-by (Submersible pump. High levels of Iron and Manganese). |
| 14 | SG Park – 9615 Pinehurst Avenue | 1944 | 2,900 GPM | Active |
| 18 | SG Park – 9615 Pinehurst Avenue | 1945 | 1,500 GPM | Active |
| 19 | SG Park – 9615 Pinehurst Avenue | 1947 | 2,000 GPM | Active |
| 22-B | 10740 Lee Lane | 1948 | 950 GPM | In-active (High levels of TCE – Not connected to distribution system). |
| 23 | 9595 Salt Lake Avenue | 1952 | 600 GPM | Stand-by (High levels of Iron and Manganese). |
| 24 | 9021 W. Frontage Road | 1985 | 1,500 GPM | Active |
| 25 | 9021 W. Frontage Road | 1985 | 350 GPM | Stand-by (High levels of Iron and Manganese). |
| 26 | 2541 Tweedy Boulevard | 1984 | 1,600 GPM | Active (Natural Gas powered). |
| 27 | 2645 Tweedy Boulevard | 1987 | 1,500 GPM | Active (Iron and Manganese Facility) |
| 28 | 3414 Ardmore Avenue | 2003 | 2,500 GPM | Active |
| 29 | 2700 Ardmore Avenue | 2017 | 2,000 GPM | Active |

Tanks and Reservoirs

| | Location | Built | Capacity |
|--|--|-------------|--------------------------|
| Hawkins Reservoir | 9021 W. Frontage Road | 1985 | 2 – 2.5 Million Gallons |
| <i>Santa Fe Tank (Out of Service)</i> | <i>2700 Ardmore Avenue (8600 Santa Fe)</i> | <i>1946</i> | <i>500,000 Gallons</i> |
| <i>Salt Lake Tank (Out of Service)</i> | <i>9595 Salt Lake Avenue</i> | <i>1951</i> | <i>500,000 Gallons</i> |
| Westside Reservoir | 2751 Tweedy Boulevard | 1999 | 2 – 1.66 Million Gallons |
| Park Treatment Reservoir (below grade) | South Gate Park - 9615 Pinehurst Avenue | 1994 | 4.2 Million Gallon |
| Elizabeth Reservoir | 3414 Ardmore Ave | 2017 | 1.8 Million Gallon |
| | | | Total 14.32 MG |

IV. SCOPE OF WORK FOR THE PROPOSED CONSTRUCTION

Key components of construction under this project includes:

- Reconstruct the existing Chlorination System at Park Reservoir Facility
- Install a new Chlorination System at Well 24 (Hawkins Reservoir Facility) and HVAC unit in the Booster Pump Station VFD Room
- Remove the abandoned chlorination equipment/tanks at Westside Reservoir
- Install a new Chlorination System at Well 26
- Reconstruct the Chlorination System at Well 27
- Reconstruct the Chlorination System at Well 28
- Replace existing Chlorine Analyzer at Well 29
- Miscellaneous entrance gate upgrades at Well 26, Well 27 and Westside Reservoir facility
- Temporary modifications to existing chlorination system with potable units prior to construction to continue uninterrupted disinfection system operation

V. DESCRIPTION OF THE PROPOSED IMPROVEMENTS

A summary of the proposed facility improvements are as follows:

1. Park Facility Chlorination System

- i. Modify the existing Sodium Hypochlorite disinfection system. A 500 gallon tank will replace the existing 1,000 gallon tank. Modify/install secondary containment, chlorine pumps and pedestals, coating, ventilation fans, fire sprinklers, etc.
- ii. Make related hardware modifications and software programming for the existing SCADA system to operate the disinfection system including fire alarms after the proposed upgrades.
- iii. SCADA connection for influent plug valve position indicator and control operation.

2. Hawkins Reservoir Facility Chlorination System

- i. Construct new chlorine room and install Sodium Hypochlorite disinfection system consisting of 500 gallon storage tank, secondary containment, coating, ventilation fans, chlorine feeder line from the chlorine pumps to the well head, analyzers, fire sprinklers, etc., at this location for Well 24. The existing temporary chlorination system will be dismantled.
- ii. Widen the access road on the south side of the property to facilitate truck access.
- iii. Install air conditioning units (package or wall mount) to control the booster station VFD unit thermal overload.

- iv. Make related hardware modifications and software programming for the existing SCADA system to operate the disinfection system including fire alarms after the proposed upgrades
3. Westside Reservoir Facility
 - i. Remove the existing chlorination system that is not in use.
 - ii. Replace the existing Chlorine Analyzer and piping in the booster room.
 - iii. The existing swing gates to the facility will be replaced with sliding gates with electric actuators. This requires a power supply from the electrical panels located in the booster pump station.
 4. Well 26 Chlorination System
 - i. Install new Sodium Hypochlorite disinfection system consisting of a 200 gallon storage tank, secondary containment, coating, ventilation, fire sprinklers, backflow preventer, and chlorine analyzers at this location.
 - ii. The existing manual gates at the entrance to the site will be upgraded to electric gates with a man-gate opening for access. This may require a power supply from the electrical panels located in the booster pump station.
 - iii. Make related hardware modifications and software programming for the existing SCADA system to operate the disinfection system including fire alarms after the proposed upgrades
 5. Well 27 Chlorine Storage System
 - i. Install secondary containment for Sodium Hypochlorite storage tanks, ventilation louvers and exhaust fans, fire sprinklers, and at this location. Install two 500-gallon Sodium Hypochlorite storage tanks, pumping system, and base with piping modifications. Containment floor coating may be required to protect concrete surfaces. Relocate electrical conduits in the chlorine room at the two tanks.
 - ii. Replace modify chlorine pumps/pedestal.
 - iii. The existing manual gates at the entrance to the site will be upgraded to electric gates with a man-gate opening for access. This may require a power supply from the electrical panels located in the well pump station.
 - iv. Make related hardware modifications and software programming for the existing SCADA system to operate the disinfection system including fire alarms after the proposed upgrades
 6. Well 28 Chlorine Storage System
 - i. Repair cracks and decay in concrete slab and walls due to chlorine leaks.
 - ii. Containment floor coating may be required to protect concrete surfaces.
 - iii. Install two 500 gallon Sodium Hypochlorite storage tanks, pumping systems, and base with piping modifications. Sodium Hypochlorite Storage tanks to vent to outside.
 - iv. Install chlorine pumps and pedestals, coating, ventilation fans, and louvers.

- v. Install grate in containment area for worker safety.
- vi. Replace leaky piping and joints need upgrading.
- vii. Make related hardware modifications and software programming for the existing SCADA system to operate the disinfection system including fire alarms after the proposed upgrades

7. Well 29 Chlorine Analyzer

- i. Replace existing HACH CL 17 chlorine analyzer with HACH CL 10 unit.

VI. PRELIMINARY TASK DESCRIPTION

Task No. 1: Project Management

1.1 General Administration - The Consultant shall perform the following:

1.1.1 At the beginning of this project, a work plan will be prepared to set forth the significant milestones and deliverables for the members to ensure compliance with the established project execution strategy and project goals. Presentation and review of the work plan will be done at the kickoff meeting. Consultant shall forward an updated work plan to the City every 2 weeks.

1.1.2 Use sound engineering guidelines and compliance to plans and specifications during the administration of the Project.

1.1.3 The Consultant along with the project team and subconsultants shall coordinate efforts of Project, monitor schedules and budgets, and administer the contract with the City.

1.1.4 Provide a submittal schedule and revise/update as required due to changes.

1.1.5 Discuss with City staff to assure consensus of content prior to submittals.

1.1.6 The Consultant's project manager shall review all submittals before they are presented to the City.

1.1.7 Contact all agencies that may be involved in the Project. It shall be the responsibility of the Consultant to determine all agencies that will be involved in the Project.

1.2 Meetings - The Consultant shall perform the following:

1.2.1 At the commencement of the project, the Consultant will hold a "kickoff" meeting with the City staff to discuss the scope and parameters of the project as well as the City's experience with the existing facilities. Specific goals to be accomplished will be identified and effective strategy to accomplish the project goals will be developed

during this meeting. A memorandum will be prepared to document the established project goals and the project execution strategy. This memorandum will serve as the basis for subsequent action, in accordance with this Scope of Work.

1.2.2 The project engineers assigned by Consultant and the City shall meet weekly after the kickoff meeting during the Project as necessary. Consultant shall assign appropriate engineering specialty staff or principals, or arrange for appropriate subconsultant's representatives to accompany the project engineer, to meet with the City staff members whose responsibilities correspond to the specialties of the persons accompanying the project engineer.

1.2.3 Coordinate with the City personnel and representatives of utilities, government agencies, City departments, and affected business owners to determine specific requirements and compliance thereof during construction. Assist the City in the State of California State Water Resources Control Board, Division of Drinking Water (DDW), City of South Gate Building Department, and Los Angeles County Fire Department (LACFD) Permits. The City has already applied for the DDW, Building and, LACFD Permits. Some information estimated during the preparation of the permit application need to be updated with actual data after completion of the site improvements. Ensure that the construction is performed per permit requirements and all necessary permits are issued for the project.

1.2.4 Arrange for and participate in informal meetings as necessary (in addition to the mentioned above) with the City to review progress of the project and exchange ideas and information.

1.2.5 The Meetings with the City will discuss the key construction issues and develop general project criteria for construction, including schedule and possible ways of minimizing problems. Prepare and submit approved meeting agendas prior to each meeting.

1.2.6 Include in the engineering fee the time and costs of meetings with the City and other agencies such as DDW, City of South Gate Parks Department and Building Division, Los Angeles County Fire Department, etc., to establish an orderly development of the Project.

1.2.7 Record the minutes of all meetings and shall submit a copy of the minutes to the City within five (5) working days after each meeting.

Task No. 2: Construction Engineering Support

2.1 Office Engineering and Support - Consultant shall perform the following:

2.1.1 Provide general contract administration for the construction of the Project. Provide office engineering and consultation, as required and coordinate with the City and other staff in management of the construction contract.

2.1.2 Interpret the contract documents through Request for Information/Request for Clarification (RFI/RFC).

2.1.3 Review all construction shop drawings, fabrication and mill testing of equipment and materials for complete and strict conformance with the contract plans, specifications and documents. Consultant shall assure itself that any deviations or substitutions submitted by the contractor shall be equal to or of better quality than specified in the contract documents. Consultant shall make its recommendation and review with City staff all substitutions and receive the City's concurrence prior to approving any substitution. Consultant shall submit to the City two (2) copies of all preliminary and final shop drawings that have been reviewed for conformance.

a) Consultant shall coordinate and direct testing of equipment, materials and appurtenances for conformance with design concepts and the construction contract plans, specifications and documents. Those tests will be conducted by the vendor or contractor to assure conformance with the designer's intent and operational criteria. Consultant shall review and evaluate said tests and make appropriate recommendations to the City prior to the installation of equipment and the acceptance of the constructed or furnished facilities.

b) Consultant shall coordinate and assist in verification of intermediate and final acceptance. Final acceptance shall require all the components for the facility to be fully operational, including necessary testing, start-up and jurisdictional transfer of all or the respective portions of each substantially completed facility from its construction phase to the City operational phase.

2.1.4 Prepare supplementary sketches and details as required to resolve field construction problems that may be encountered.

2.2 Resident Engineering - Consultant shall perform the following:

2.2.1 Provide half-time equivalent resident engineer during construction. Resident Engineer shall be on-call 24-hours a day, seven days a week during construction.

2.2.2 Meet biweekly with the City staff to update Project status and schedule. Submit an updated schedule at each weekly meeting. The schedule shall be prepared on Microsoft Project or some similar software.

2.2.3 Clarify construction changes and irregularities.

2.2.4 Submit progress pay requests to the City for approval after review for conformance with the contract documents.

2.2.5 Negotiate, prepare and process change order(s) and/or extra work order(s) as needed.

2.2.6 Review up-to-date construction information recorded by Project inspector(s) during the course of construction to be used in preparation of the construction record drawings.

2.2.7 Prepare Public Notification, Notice to Residents and other documents as required and coordinate with the Contractor on the distribution of the documents.

2.3 Record Drawing Preparation - Consultant shall perform the following:

2.3.1 Record up-to-date construction information during the course of construction to be used in preparation of the construction record drawings.

2.3.2 Prepare "record" drawings by marking all changes on original mylar drawings to be provided by the City and submit one (1) full-size copy of "record" drawings along with return of said mylar drawings. Prepare "record" drawing on AutoCAD and submit electronic file on compact disc to the City.

Task No. 3: Construction Inspection

3.1 Construction Inspection - Consultant shall perform the following:

3.1.1 Provide halftime equivalent inspector to observe the contractor's construction progress, attend meetings with the City and the contractor regarding project schedules. Inspector shall be on-call 24-hours a day, seven days a week during construction.

3.1.2 Inspector shall be on-site whenever the contractor is working.

3.1.3 Meet weekly with the City staff to update Project status and schedule.

3.1.4 Furnish progress reports and final construction report.

3.1.5 Assist in quality assurance in achieving conformance with the contract plans and specifications.

3.1.6 Assist and coordinate with the contractor in the notification procedures for the benefit of the City to affected consumers and/or properties.

3.1.7 Assist the City with respect to temporary shutdown of the involved utility, interruptions of normal utility service and diversion of utilities service to existing consumers, as required to construct the new facility.

3.1.8 Assist and coordinate with the contractor in notifying the City existing customers and/or affected properties of proposed temporary utility system shutdowns and detouring of or inconvenience to pedestrian and vehicular traffic during construction of the new facility.

3.1.9 Maintain daily construction progress reports, project logs, photos, etc., of the progress of the construction work. Consultant shall submit the following weekly documents to the City:

- a) A copy of the daily construction progress reports and project logs.
- b) A summary of the construction progress for the prior reporting period.
- c) One set of photographs taken with Digital Camera shall be submitted to the City at least once per monthly to show weekly progress.

3.1.10 Establish a punchlist during construction. Update the punchlist as construction progresses. Prepare subsequent and final inspections of the punchlist items completed by the Contractor.

3.1.11 At the conclusion of the Project, submit one complete set of construction progress photographs indicating scope of work and critical elements, mounted, identified, and indexed in notebook form.

Task No. 4: Coordination of Power Supply, Telemetry, and Startup

Coordinate all activities with the City telemetry support contractor in connection with telemetry hookup with the City system, power supply, and equipment startup training/orientation of the City staff.

Task No. 5: Concrete/Geotechnical Testing

Provide testing services, which may include laboratory and field testing. Provide services of a certified inspection firm or testing lab as necessary.

Task No. 6: Permit Coordination and Compliance

Review existing permits and coordinate with all permitting agencies to ensure compliance. Assist the City in complying with the necessary permits. Coordinate permitting with the City's Planning and Building Department, Los Angeles County Fire Department, and Public Works Department, and State Water Resources Control Board, Division of Drinking Water (DDW).

V. MISCELLANEOUS

All plans and other documents prepared by the Consultant on behalf of the City shall become the sole property of the City.

VI. CITY RESPONSIBILITIES

1. Provide project management. Assign a Project Manager to act as the project focal point.
2. Provide or make available upon request, contract documents, reports, drawings, specifications, GIS land base maps (hard copy only), City standard specifications, records and other data deemed useful for the project.
3. Administer agreement and make payments to Consultant.
4. Award contract to contractor.
5. Provide coordination to avoid interfering with other City, or agency construction projects and major events.
6. Provide as needed backup support of City staff if available.
7. All printing and reproduction for bidding and construction.
7. Permit fees required for the project.

VII. MISCELLANEOUS

1. All plans and other documents prepared by Consultant on behalf of City shall become the sole property of the City.
2. All engineering designs and calculations shall be based on design standards adopted by City.

Fee Schedule

THE CITY OF SOUTH GATE
 TECHNICAL, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR
 WATER FACILITY CHLORINATION SYSTEM UPGRADES
 CITY PROJECT NO. 586-WTR
 MNS FEE SCHEDULE

| Description | Project Manager | | Resident Engineer | | Inspector(Civil/Mech) | | Inspector (Electr) | | Tech Support | | Direct Costs | | Total | |
|---|-------------------|--------|-------------------|---------------|-------------------------|---------------|-------------------------|-------------|-------------------|--------------|--------------|--------------|--------|---------------|
| | Hrly Rate: \$ 225 | | Hrly Rate: \$ 215 | | Hrly Rate: \$ 154/\$156 | | Hrly Rate: \$ 154/\$156 | | Hrly Rate: \$ 175 | | | | | |
| | Wk-Hrs | Amount | Wk-Hrs | Amount | Wk-Hrs | Amount | Wk-Hrs | Amount | Wk-Hrs | Amount | Wk-Hrs | Amount | Wk-Hrs | Amount |
| TASK A - NON-OPTIONAL WORK | | | | | | | | | | | | | | |
| 1: PROJECT MANAGEMENT | - | \$ - | 588.00 | \$ 126,420.00 | | | | | | | | \$ 11,500.00 | | \$ 137,920.00 |
| 2: CONSTRUCTION ENGINEERING SUPPORT | | | | \$ - | | | | | 168.00 | \$ 29,400.00 | | | | \$ 29,400.00 |
| 3: CONSTRUCTION INSPECTION (Civil/Mechanical) | | | | \$ - | 1,278.00 | \$ 197,372.00 | | | | | | | | \$ 197,372.00 |
| 4: COORDINATION OF ELECTRICAL TELEMETRY AND STARTUP (Elect&C) | | | | \$ - | | | 64.00 | \$ 9,888.00 | | | | | | \$ 9,888.00 |
| 5: CONCRETE/GEOTECHNICAL TESTING (Converse) | | | | | | | | | | | | \$ 25,000.00 | | \$ 25,000.00 |
| 6: PERMIT COORDINATION AND COMPLIANCE (incl Above) | | | | \$ - | | | | | | | | | | \$ - |
| ADDITIONAL TASKS | | | | | | | | | | | | | | |
| Total for NON-OPTIONAL WORK (1 thr.6) | | | | | | | | | | | | | | \$ 399,580.00 |

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-52-CC FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE WATER FACILITY
CHLORINATION SYSTEM UPGRADES, CITY PROJECT NO. 586 -WTR
WITH MNS ENGINEERS, INC.**

This Amendment No. 1 to Contract No. 2020-52-CC for Construction Management and Inspection Services for the Water Facility Chlorination System Upgrades, City Project No. 586-WTR ("Amendment No. 1"), is made and entered into on October 26, 2021, by and between the City of South Gate, a municipal corporation ("City"), and MNS Engineers, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on July 14, 2020, the City Council approved Contract No. 2020-52-CC with Consultant ("Agreement") for Construction Management and Inspection services for the Water Facility Chlorination System Upgrades, City Project No. 586 WTR ("Project"), for a construction schedule of 270 calendar days, in an amount not to exceed Three Hundred Ninety-Nine Thousand Eight Hundred Fifty Dollars (\$399,850); and

WHEREAS, the City and Consultant desire to execute Amendment No. 1 in an amount not to exceed Thirty-Two Thousand Six Hundred Seventy-Six Dollars (\$32,676), for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Thirty-Two Thousand Two Hundred Fifty-Six Dollars (\$432,256).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT.

The term of the Agreement shall remain through and including June 30, 2022, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either party as provided in the Agreement.

2. COMPENSATION.

The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed Thirty-Two Thousand Six Hundred Seventy-Six Dollars (\$32,676).

3. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

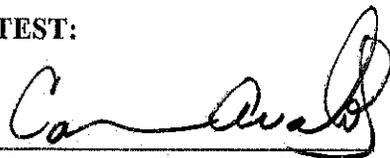
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No.1 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

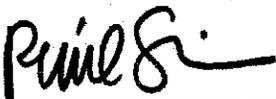
By: 
Al Rios, Mayor

Dated: _____

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

MNS ENGINEERS, INC.:

By: 
Greg Chelini, PE, Vice President

Date: 10/21/21

September 27, 2021

City of Southgate
Attention: Mr. Ana Ananda
8650 California Avenue
South Gate, CA 90280

SUBJECT: CM and Inspection Services for Water Facility Chlorination System Upgrades Project, City Project Number 586-WTR – MNS Contract Amendment Request

Dear Mr. Ananda:

As indicated to you via email this week, MNS has exhausted the CM contract funds as of late September 2021. Our original proposal was for \$ 440,000 which was negotiated down to \$399,850 as the baseline contract. It is noted that the original contract called for completing our services by end of June 2021. We have done our level best to manage our level of effort to use existing contract funds through September 2021 without seeking an amendment to our CM contract. Working throughout the construction phase without the Engineer of Record, Tetra Tech, MNS has managed the change orders to less than \$ 30,000 which is less than 1% of the \$3.3 million construction contract. This has been achieved despite the supply chain management issues due to the COVID 19 pandemic.

MNS sees the following remaining tasks that require an amendment to our baseline contract:

1. Review the punch list items developed against the contractor and confirm their completion.
2. Review As-Builts developed by Pacific Hydro-Tech and verify they reflect actual on-site conditions and consistent with our As-Built plans and specifications.
3. Confirm that Pacific Hydro-Tech has completed all the requirements as outlined in the conformed plans and specifications including any warranties and guarantees, O&M manuals, Spare Parts recommendations.
4. Observation of the remaining work to be installed in place.
5. Support the City staff, Engineer of Record Tetra Tech, and oversee the contractor during the Checkout & Startup phase of the project.
6. Submit all project documentation captured throughout the project electronically on a USB storage device for the City's historical records.
7. Prepare various correspondence including any MNS recommendations for project issues.

Based on the cost of services performed to date and the remaining balance in our current contract, we estimate the cost to complete the scope of work described above to be \$32,676.00 as outlined in the attached LOE cost estimate.

Should you have any questions, please do not hesitate to contact the undersigned at (Tan Rao, Cell 714 313 5964) or email (trao@MNSengineers.com).

Sincerely,
MNS Engineers, Inc.



Tanveer Rao, PE, CCM
Project Manager
Attachments: Scope Amendment Spreadsheet

EXHIBIT E
 THE CITY OF BOUTH GATE
 TECHNICAL, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR
 WATER FACILITY OIL/CHLORINATION SYSTEM UPGRADES
 CITY PROJECT NO. 682-WTR
 MINDPEL SCHEDULE - Operational Tasks

| Description | Project Manager | | Resident Engineer | | Inspector (Civil/Meat) | | Inspector (Elect) | | Tech Support | | Direct Costs | | Total | |
|---|-----------------|---------------------|-------------------|--------|------------------------|---------------------|-------------------|--------|--------------|--------|--------------|--------|--------|---------------------|
| | Wk-Hrs | Amount | Wk-Hrs | Amount | Wk-Hrs | Amount | Wk-Hrs | Amount | Wk-Hrs | Amount | Wk-Hrs | Amount | Wk-Hrs | Amount |
| 1. Task 1: Purchases | 8.00 | \$ 1,600.00 | | | 32.00 | \$ 4,992.00 | | | | | | | | \$ 6,792.00 |
| 2. Task 2: As-Builts verification | 8.00 | \$ 1,600.00 | | | 32.00 | \$ 4,992.00 | | | | | | | | \$ 6,792.00 |
| 3. Task 3: O&Ms; Spare Parts verification | 4.00 | \$ 800.00 | | | 16.00 | \$ 3,024.00 | | | | | | | | \$ 3,824.00 |
| 4. Task 4: Lin Wreax; Retention Releases reviews | 8.00 | \$ 1,600.00 | | | 4.00 | \$ 624.00 | | | | | | | | \$ 2,424.00 |
| 5. Task 5: Check-out & Start-up support | 8.00 | \$ 1,600.00 | | | 16.00 | \$ 2,496.00 | | | | | | | | \$ 4,296.00 |
| 6. Task 6: Project Data transfer to City | 8.00 | \$ 1,600.00 | | | | | | | | | | | | \$ 1,600.00 |
| 7. Task 7: LDY poison water & other ponding items | 16.00 | \$ 3,200.00 | | | | | | | | | | | | \$ 3,200.00 |
| 8. Task 8: Miscellaneous items | 8.00 | \$ 1,600.00 | | | 8.00 | \$ 1,248.00 | | | | | | | | \$ 3,048.00 |
| TOTAL | 68.00 | \$ 15,200.00 | | | 108.00 | \$ 17,376.00 | | | | | | | | \$ 32,676.00 |