

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 2”) 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 31st day of December, 2024. 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. Through an amendment dated July 12, 2023 (“Amendment No. 1”), City and Consultant amended the Agreement to extend the Term to December 31, 2024 and 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 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.

D. Now the Parties seek to again amend the Agreement to extend the Term to June 30, 2026 and allow Consultant to provide additional efforts to complete the originally envisioned New Scope of Services (“Additional New Scope of Services”) for an additional \$36,100, thereby increasing the Contract Sum to ~~\$~~117,985, effective retroactive to December 31, 2024.

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 ***One Hundred Seventeen Thousand Nine Hundred Eighty Five Dollars and Zero Cents*** ~~***Eighty One Thousand Eight Hundred Eighty Five Dollars and Zero Cents***~~ (\$117,985~~\$81,885~~) ("Contract Sum").”

B. 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 ***June 30, 2026***~~December 31, 2024~~, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

C. Section 4.2 (Contract Officer) of the Agreement is hereby amended to read in its entirety as follows:

“4.2 Contract Officer. ***James L. Nguyen, Special Projects Manager*** ~~***Eliza Jane Whitman, Director of Public Works***~~, or such person as may be designated by the City Manager is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith (“Contract Officer”).”

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:

Original Scope of Services:

Key Staff	Rate (\$/hr)		
		Hours	Cost
<u>Direct Labor</u>			
Greg Chittick, Engineer	\$200.00	10	\$ 2,000
Jay Sheth, Process Engineer	\$220.00	24	\$ 5,280
Nicole Trezza, GIS Planner	\$150.00	22	\$ 3,300
Luis Perez, Project Manager	\$200.00	72	\$ 14,400
Expenses			\$ 19
Total Direct Labor		128	\$ 24,999

Overage Associated with Original Scope of Services and New Scope of Services:

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

Additional New Scope of Services:

Cost Proposal

Key Staff	Rate (\$/hr)	Outreach		Mapping Review		Meetings		Ordinance Changes/ Staff Reports assist.		Totals	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Direct Labor											
Luis Perez, Project Manager	\$240.00	12	\$ 2,880	16	\$ 3,840	30	\$ 7,200	80	\$ 19,200	138.00	\$ 33,120
Nicole Trezza, GIS Planner	\$165.00	0	\$ -	8	\$ 1,320		\$ -	4	\$ 660	12.00	\$ 1,980
Expenses			\$ -		\$ -		\$ -		\$ 1,000		\$ 1,000
Total Direct Labor		12.00	\$ 2,880	24	\$ 5,160	30	\$ 7,200	84	\$ 20,860	150.00	\$ 36,100

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 \$117,985~~\$81,885~~, as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

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 and Amendment No. 1. 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 and Amendment No. 1. 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 No. 2, 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 No. 2, 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 No. 2.

5. **Authority.** The persons executing this Amendment No. 2 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 No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date(s) and year written below.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

_____, 2025

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

MRS ENVIRONMENTAL, INC., a California corporation

By: _____

Name: Luis Perez

Title: Vice President

By: _____

Name: Greg Chittick

Title: Treasurer

_____, 2025

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="text-align: center;">_____ TITLE(S)</div>	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div><input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div>	
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

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STATE OF CALIFORNIA

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

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<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		_____ SIGNER(S) OTHER THAN NAMED ABOVE

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.

Additional New Scope of Services

C. Consultant will provide City services as detailed below, but only as and if requested by the City's Contract Officer:

- 1. Participate in meetings with public, stakeholders, and franchisees to inform them about the audit process, proposed ordinance changes, and rate adjustments. Meetings include the following:***
 - a. One (1) Kickoff Meeting, nine (9) Biweekly or Project Check-In Meetings at 1 hour each.***
 - b. Two (2) Council Ad/Hoc Meetings at 1.5 hour each.***
 - c. Two (2) Community Meetings including at least one with Franchisees/Potential Franchisees and another with residents at 2 hours each.***
 - d. Five (5) as needed (Contingency) meetings at 1 hour each.***
- 2. Participate in two meetings before the City Council to consider the revised Ordinance.***
- 3. Review potential additional analysis or scenarios that could come up from community engagement and ad hoc committee meetings.***
- 4. Review the mapping work of pipelines within the City to be prepared as part of a city-wide infrastructure mapping study.***

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. 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.** Dean Dusette, Planner
- C.** Nicole Trezza, GIS Planner
- D.** Luis Perez, Project Manager