

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
SOFFA ELECTRIC, INC. FOR WATER WELL 16 PROGRAMMING SERVICES (CITY
PROJECT NO 9116)**

THIS SECOND AMENDMENT TO AGREEMENT WITH SOFFA ELECTRIC, INC. ("AMENDMENT") is made and entered into this 12th day of November, 2024 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Sofa Electric Inc. with its primary office located at 5901 Corvette Street, Commerce, CA 90040 (hereinafter "CONTRACTOR") (collectively, "the Parties"), and amends that certain agreement between CONTRACTOR and CITY approved by the City Council on May 14, 2024 ("AGREEMENT").

RECITALS

WHEREAS, CITY and CONTRACTOR entered into an Agreement on May 14, 2024, whereby CONTRACTOR would provide the City with water well programming services for Water Well 16 (City Project No. 9116); and

WHEREAS, CITY and CONTRACTOR approved the First Amendment to that Agreement on August 27, 2024 to add additional services and modify compensation; and

WHEREAS, CITY and CONTRACTOR each desire to amend the scope of services, compensation, and term of said Agreement as outlined in Exhibit C.

NOW, THEREFORE, BE IT AMENDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **DESCRIPTION OF SERVICES**

Is hereby amended so that CONTRACTOR shall provide additional water well programming services for Water Well 16 as more particularly described in hereto as Exhibit C. In the event of any conflict between CONTRACTOR's proposal and this AMENDMENT, the terms of the AGREEMENT shall apply.

2. **COMPENSATION**

Is hereby amended so that CITY agrees to pay CONTRACTOR an additional \$49,615 in full compensation for all additional services performed as outlined in Exhibit C. CITY agrees to reimburse CONTRACTOR for approved expenses in a total amount **not to exceed \$171,085.**

3. **TERM OF AGREEMENT**

Is hereby amended so the term of this AGREEMENT shall expire on January 31, 2025, or upon reaching the "not-to-exceed" compensation, whichever occurs first.

4. Full Force and Effect. Except as herein modified, all other provisions of the AGREEMENT dated May 14, 2024 and amended on August 27, 2024 shall remain unmodified and continue in full force and effect.
5. Counterparts. This AMENDMENT may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one instrument. A facsimile signature shall be deemed an original signature.

IN WITNESS HEREOF, the CITY and CONTRACTOR have executed this AGREEMENT as of the date first herein above set forth.

CITY OF PARAMOUNT

SOFFA ELECTRIC INC.

By: _____
Annette C. Delgadillo, Mayor

By: _____

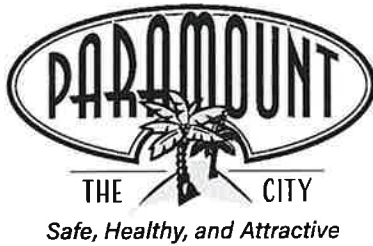
ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth L. Martyn, Interim City
Attorney

EXHIBIT C



To: Joe Mariano, SOFFA
From: Adriana Figueroa, Public Works Director
Date: October 28, 2024
CC: Steven Malloy, Hazen and Sawyer

CHANGE ORDER NO 2 – WATER WELL 16 ELECTRICAL SERVICES

Approval of SOFFA'S Quote No: COR-2 Rev 1 dated October 23, 2024

Description/Services:

- Preventative Maintenance
- VFD and MCC with CBS Field Services per NETA 7 Standards
- Perform visual inspection of MSB Switchboard
- Provide reports on PM at VFD and MCC
- Provide report on visual inspection MSB
- Install Liebert UPS provided by SOFFA in wall mount rack. Local field testing.
- Furnish necessary materials to wire and interconnect UPS
- Furnish and install auxiliary contact blocks at VFD for added IO at PLC
- Furnish and install conduit and wire for level elements (2) & leak detectors (2) at chemical area
- Loop testing with SOFFA for leak sensors and level elements installed and wired as part of this scope
- Furnish 120KW rental generator for CBS field services testing requirements.

Cost: \$49,615

Approved by:


Adriana Figueroa, Public Works Director