

7. APPROVAL

AMENDMENT NO. 1 TO AGREEMENT WITH SOFFA ELECTRIC, INC. FOR WATER WELL PROGRAMMING SERVICES RELATED TO WELL 16 (CITY PROJECT NO. 9116)

Recommended Action: Approve Amendment No. 1 to the agreement with SOFFA Electric, Inc., in the amount of \$38,270 for additional water well computer programming services; and authorize the Mayor or her designee to execute the Amendment.



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Date: August 27, 2024

**SUBJECT: AMENDMENT NO. 1 TO AGREEMENT WITH SOFFA ELECTRIC, INC.
FOR WATER WELL PROGRAMMING SERVICES RELATED TO WELL
16 (CITY PROJECT NO. 9116)**

BACKGROUND

At the May 14th City Council meeting, the City Council approved an agreement with SOFFA Electric Inc., (SOFFA) for emergency water well computer programming services related to the completion of Water Well 16 (CIP 9116). SOFFA is an experienced and qualified water well programmer who has already been working on Well 16's programming and has made significant progress thus far. This water well programming is critical to the start-up process of the well to secure the necessary permits to bring this new water well into service for our municipal water system.

DISCUSSION

As the work on the programming side progressed, unanticipated electrical needs surfaced. Staff solicited an estimate from SOFFA to secure an electrical subcontractor to perform required effluent valve modifications and testing to continue the work and prevent further delays. That cost is \$38,270 and it is recommended that this amount be added to their contract as Amendment No. 1.

FISCAL IMPACT

Similar to the original contract with SOFFA and as per Section 6-2 of the California Green Book, the cost for Amendment No. 1 totaling \$38,270 can be paid using the general contractor's (MMC, Inc) project retention funds. Therefore, there is no additional fiscal impact to the budget.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization, establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No 5: Attractive and Well-Maintained Infrastructure - Develop and maintain City-owned infrastructure, parks,

facilities, and amenities that enhance quality of life and the attractiveness of the community.

RECOMMENDED ACTION

Approve Amendment No. 1 to the agreement with SOFFA Electric, Inc., in the amount of \$38,270 for additional water well computer programming services; and authorize the Mayor or her designee to execute the Amendment.

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

THIS FIRST AMENDMENT TO AGREEMENT WITH SOFFA ELECTRIC, INC. (“AMENDMENT”) is made and entered into this 27th day of August, 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 each desire to amend the scope of services, compensation, and term of said Agreement by adding additional services as outlined in Exhibit B.

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

(A) 2. COMPENSATION

(a) Is hereby amended so that CITY agrees to pay CONTRACTOR an additional \$38,270 in full compensation for all additional services performed as outlined in Exhibit B. CITY agrees to reimburse CONTRACTOR for approved expenses in an amount **not to exceed \$121,470.**

(B) Full Force and Effect. Except as herein modified, all other provisions of the AGREEMENT dated May 14, 2024, shall remain unmodified and continue in full force and effect.

(C) 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 B

CO

TO: City of Paramount
ATT: Adriana Figueroa
PROJECT: Well 16 Programming Services
RE: Effluent Valve Modifications & Testing

QUOTE DATE: 08/05/2024
QUOTE NO.: CO-001.1
PROJECT NO.: J-04561

Dear Adriana:

Thank you for your continued interest in SOFFA Electric. We are pleased to provide a quote for the following scope of work pertaining to the above referenced project.

Reason for Change Order

It is understood that the City of Paramount wishes to change the Effluent Valve (MOV-302) control method from MOV to FCV. It is also understood that the City of Paramount wishes to have additional ATS and Generator systems testing, VFD testing, and other “non-PLC” testing performed.

Scope of Work/Supply

Effluent Valve Modifications:

The AUMA valve actuator (MOV-302) will have the control board added/installed for valve position feedback to accommodate FCV control model from the PLC. PLC programming will be changed to accommodate new control model. Upgrades will be tested and commissioned. Subcontractor (LEED Electric) will perform installation work, including but not limited to, coordination of valve analog card installation, running corresponding conduit and conductor cables for new analog signal, terminate and test; SOFFA will perform PLC programming modifications for new control model and perform testing and startup.

Additional Testing:

Subcontractor (LEED Electric) will conduct additional testing services for the ATS, Generator, VFD, and other “non-PLC” items. SOFFA will coordinate and facilitate schedules for testing efforts.

Below includes the change order quotation with requested materials and services:

Item	QTY	Description
1	Lot	Effluent Valve Modifications <ul style="list-style-type: none"> • Qty (1), AUMA Actuator Analog Board for Valve Position • Lot, Installation of new Valve Actuator Analog Board • Lot, Run new Conduit and Signal Cables for new FCV Control Board • Lot, PLC and HMI Programming Modifications for new FCV Control Model • Lot, Startup and Testing



2	Lot	Additional Testing: <ul style="list-style-type: none"> • Lot, ATS and Generator Testing • Lot, VFD Testing • Lot, Other “non-PLC” rated Testing • Not included: <ul style="list-style-type: none"> ○ Tank Level Switches (to be by others) ○ Security Panel (to be by Security Vendor)
		TOTAL (including applicable sales tax):
		\$38,270.00

Exceptions/Clarifications

Unless otherwise stated above, change order does not include the following:

- Tank Level Switches (to be by others)
- Security Panel (to be by Security Vendor)
- Underground trenching or patching for conduit runs; expected to be surface-ran conduit runs.
- Instrumentation, materials, components, or equipment that were not stated in the proposed scope of work.
- Submittals for equipment not being furnished by SOFFA Electric.
- Field Installation of any in-line devices.
- Field Installation of any mechanical devices
- Permits and fees
- Any items not included in the above scope of work

Terms and Conditions

- Submittals will be provided within 4-6 weeks after written change order approval is received.
- Submittal revisions will be provided approximately 2 weeks after comments are received.
- Approval of change order may extend the contract time.
- Price does not include any sales tax, use tax, or applicable fees, unless otherwise noted in the proposed scope of work. Sales taxes will be included in all invoices.
- Terms are net 30 days on approved credit accounts.
- Fees will be applied to all past due balances.
- Quote is firm for 30 days unless otherwise stated.
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Thank you,

SOFFA ELECTRIC, INC.

Sydney Johnston
 Sales & Contracts Specialist
 sydney.johnston@soffaelectric.com