

**SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE AND MNS ENGINEERS, INC.**

THIS SECOND AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **MNS ENGINEERS, INC.** ("Consultant") this _____ day of _____, 20____. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Contract for various Water Design Support Services with MNS Engineers, Inc. dated September 23rd, 2020; and

WHEREAS, the original contract was in the amount of \$72,635 with an expiration date of December 31st, 2024; and

WHEREAS, November 10th, 2021, a First Amendment was executed to amend Section 1. Scope of Services and Section 4 and Exhibit "C" both entitled "Compensation" adding an additional amount of \$20,000; and

WHEREAS, the City has added additional tasks to the work program of the Consultant causing additional cost to the project completion; and

WHEREAS, the Second Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract,

Consultant shall perform the additional services specified in detail in Exhibit "1," entitled SECOND AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

Section 4 is hereby amended to read:

"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of Thirty Thousand Dollars Ninety (\$30,000) for professional services.

All other terms and conditions of the Contract dated September 23rd,2020, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

MNS ENGINEERS, INC.

By _____
Rene Mendez, City Manager

By _____
James Salvito, President and CEO

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "1"

SECOND AMENDMENT TO SCOPE OF SERVICES

The scope of services is as follows:

- Finalizing record drawings for the Hames Reservoir Interior Coating and Connection Modifications Project.
- Finalization of the Amesti Reservoir Interior Coating and Connection Modifications contract package.
- Bid and construction support services for the Amesti Reservoir Interior Coating and Connection Modifications including bid support, construction meetings, RFI responses, submittal reviews, site visits during construction, record drawings, and other as needed services.