

Project Name: Electrical
Classification and Compliance
Study (CI 5622)

**SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
P2S ENGINEERING, INC.**

Contract No. 13406-2023

THIS SECOND AMENDMENT to the Agreement for Professional Services entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation (hereafter "City") and **P2S ENGINEERING, INC.** (hereafter "Consultant"), entitled Electrical Classification and Compliance Study (CI 5622) and dated September 12, 2023 and amended on April 23, 2024 (herein "Contract") is made this 3rd day of December 2024.

RECITALS

- A. Section 3 of the Contract, currently, and as may have been previously amended, provides for a "not-to-exceed" total payment as consideration to Consultant of \$74,081 for services generally and briefly described as preparation of the construction contract documents and services during the bidding phase.
- B. City is in need of expanding the Scope of Services to be performed under the present Contract, and Consultant is desirous of performing such and receiving additional compensation for said extra services.
- C. The parties are in need of updating Consultant's Schedule of Fees.
- D. Section 5 of the Contract, currently, and as may have been previously amended, provides for a termination date of December 31, 2024.
- E. City and Consultant desire to extend the date of the Contract, expand the scope of services and add additional fundswhile keeping all other terms intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. The Contract is extended for a period of one year and Section 5 is hereby amended to read as follows:

The term of this Agreement is from the date first written above to December 31, 2025 unless the term of this Agreement is extended, or the Agreement is terminated as provided for herein.

Part 2. Section 2 of Contract is amended to include the additional scope of work generally encompassing design services associated with the noted deficiency corrections and proposed improvements recommended in the preliminary design report/arc flash study that was performed as part of MI 2526. The detailed scope of this additional work is attached as Exhibit A-2.

Part 3. The sum of \$135,000 is added as compensation to Consultant under the present Contract for the above-described additional services, and Subsection 3 (a) of Contract is hereby amended to read in its entirety as follows:

- (a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$209,081, and shall be earned as the work progresses on the basis explained in the original contract, and as may have been previously amended.

Part 4. Exhibit B "Schedule of Fees" is hereby replaced in its entirety by Exhibit B-2, attached hereto and incorporated herein. All references to Exhibit B in Contract shall now refer to Exhibit B-2.

Part 5. All terms used in Parts 1 through 4 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 through 4, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Second Amendment to Contract as of the date set forth above.

P2S ENGINEERING, INC.

Kevin Peterson, CEO/President

Kent Peterson, Vice President

CITY OF THOUSAND OAKS

Al Adam, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM:
Office of the City Attorney

Tracy Friedl, Assistant City Attorney

EXHIBIT A-2

Scope of Services

CONSULTANT shall perform mechanical, electrical and structural design services for the Hill Canyon Treatment Plant Electrical Classification and Compliance Upgrades (CI 5622) project.

CONSULTANT shall perform the following Tasks:

Task A: Mechanical and Electrical Systems Improvements Design

1. Consultant shall perform two site investigations to determine existing conditions and review as-builts for the areas requiring improvement.
2. Consultant shall prepare construction improvement documents consisting of:
 - a. Demolition drawings for HVAC and electrical showing equipment and devices to be demolished.
 - b. Construction documents for HVAC and electrical systems, including sections, elevations, equipment schedules, equipment locations and orientations, identification of major system routings, and construction details.
 - c. Coordinate hangers, supports, equipment anchorage, and concrete pad requirements for each discipline with the structural engineer.
 - d. Provide construction specifications in CSI format.
 - e. Provide Title 24 documentation.
3. Consultant shall provide submittals at 100% DD, 50% CD and 95% CD levels. Submittals will consist of drawings in PDF format and book specifications in PDF format.
4. Consultant shall participate in two (2) virtual review meetings and shall respond to review comments and incorporate them into design deliverables for the next submittal.

Task B: Structural Improvements Design

1. Consultant shall perform one site visit to determine the existing conditions and review as-builts for the areas requiring improvement.
2. Consultant shall prepare structural calculations and construction drawings for the project in conformance with the governing building code.
3. Consultant shall provide copies of the stamped and signed structural calculations and drawings.
4. Consultant shall respond to plan check comments as necessary for the issuance of building permits.
5. Deliverables, schedule and meeting attendance will occur concurrent with the mechanical and electrical timeframes noted above.

Task C: Plan Check Review

1. Consultant shall provide copies of construction drawings in electronic format and fill out required submittal forms for the City process.
2. Consultant shall review and respond to plan review comments and attain permit approval.

EXHIBIT B-2 FEE SCHEDULE



P2S LP RATE SCHEDULE FOR ENGINEERING SERVICES ON A TIME AND EXPENSE BASIS

<u>Category</u>	<u>Rate</u>
PRINCIPAL ENGINEER	\$353
ENGINEER GRADE 05	\$298
ENGINEER GRADE 04	\$289
ENGINEER GRADE 03	\$247
ENGINEER GRADE 02	\$228
ENGINEER GRADE 01	\$202
DESIGN ENGINEER GRADE 05	\$247
DESIGN ENGINEER GRADE 04	\$228
DESIGN ENGINEER GRADE 03	\$202
DESIGN ENGINEER GRADE 02	\$179
DESIGN ENGINEER GRADE 01	\$159
DESIGNER GRADE 04	\$170
DESIGNER GRADE 03	\$159
DESIGNER GRADE 02	\$146
DESIGNER GRADE 01	\$140
CAD/BIM DESIGNER GRADE 04	\$141
CAD/BIM DESIGNER GRADE 03	\$127
CAD/BIM DESIGNER GRADE 02	\$114
CAD/BIM DESIGNER GRADE 01	\$104
COMMISSIONING GRADE 05	\$298
COMMISSIONING GRADE 04	\$259
COMMISSIONING GRADE 03	\$220
COMMISSIONING GRADE 02	\$176
COMMISSIONING GRADE 01	\$151
TECHNICAL WRITER	\$159
PROJECT ASSISTANT	\$104

Effective January 1, 2024 – December 31, 2024
RT-224



2024 BILLING RATES

Engineering, Investigation and Travel:

Principal	\$250/hr.	Project Engineer	\$180/hr.	CAD/BIM Manager	\$160/hr.
Senior Project Manager	\$230/hr.	Design Engineer II	\$165/hr.	Senior CAD/BIM Designer	\$145/hr.
Project Manager	\$215/hr.	Design Engineer I	\$155/hr.	CAD/BIM Designer	\$130/hr.
Senior Project Engineer	\$200/hr.	Engineering Technician	\$115/hr.	Engineering Secretary	\$115/hr.

Reimbursable Expenses:

Blueprinting/copying, CAD production plotting, photos, delivery/ shipping, travel and specialty consultants	Costs plus 15%
Auto Travel (mileage)	\$0.60/mi.

Other Charges:

Public Agency Fees which may be paid by MHP on behalf of the client are specifically excluded from the agreed upon fees and shall be reimbursed by the client immediately upon invoicing.