

Project Name: Rancho Conejo Biotech Area
Sidewalk (CI 5664)

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

Contract No. 13114-2022

THIS SECOND AMENDMENT to the Agreement for Professional Services entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **MNS ENGINEERS, INC.** ("Consultant"), entitled Rancho Conejo Biotech Area Sidewalk (CI 5664) and dated September 27, 2022, and amended on March 28, 2023 (herein "Contract") is made this 20th day of June, 2023.

RECITALS

A. Section 3 of Contract, currently, and as may have been previously amended, provides for a "not-to-exceed" total payment as consideration to Consultant of \$347,111 for services generally and briefly described as Professional Design Services for the Rancho Conejo Biotech Area Sidewalk Project.

B. City needs to expand the Scope of Work to be performed under the present Contract, and Consultant is desirous of performing such and receiving additional compensation for said extra services. Additional compensation is within previously approved budget amount.

AGREEMENT TO AMEND

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

Part 1. The following services to be performed by Consultant are added to the Scope of Services listed in Section 2 of Contract and such section is hereby amended to add and also include the following services, and Exhibit A-2 is hereby added to Contract:

Additional curb ramp, crosswalk striping, and street lighting design services, as more fully described in Exhibit A-2, attached hereto and incorporated herein.

Part 2. The sum of \$8,830, 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 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 \$355,941 (herein “not to exceed amount”).

Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, 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.

MNS ENGINEERS, INC.

Darren Riegler, President

Shawn Kowalewski
Senior Vice President

CITY OF THOUSAND OAKS

Kevin McNamee, 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 WORK

Consultant shall provide the following additional services:

Task 9: Additional Curb Ramp and Intersection Crosswalk Striping

Consultant shall perform supplemental curb ramp design at the southwest corner of Hillcrest Drive/Lawrence Drive intersection, plus signing and striping for crossing Hillcrest Drive. These improvements shall be quantified and incorporated into contract documents and the project construction cost estimate.

Deliverables

- Curb ramp design
- Updated cost estimate

Task 10: Street Lighting Design

In compliance with the City standards, Consultant shall prepare Street Light Plans at 1" = 10' scale for the Lawrence Drive mid-block crosswalk, northwest and northeast corners of Hillcrest Drive/Lawrence Drive Intersection, and northwest corner of Hillcrest Drive/Mitchell Road intersection. The plans shall include the streetlight, points of connection, conduit and pull box locations.

Consultant shall prepare plans and technical specifications and construction cost estimate for the streetlight improvements not handled by Southern California Edison (SCE).

The streetlights will be owned and maintained by SCE and will design the electrical system for these lights.

Deliverables

- Street light Improvement Plans, Specifications
- Construction Cost Estimate

Consultant shall perform the services described herein within the proposed final design schedule.