

**CITY OF OCEANSIDE
AMENDMENT 2 TO
PUBLIC WORKS AGREEMENT**

PROJECT: STREET LIGHT REPAIR & REPLACEMENT SERVICES FY 2024-25

THIS AMENDMENT 2 TO PUBLIC WORKS AGREEMENT (hereinafter "Amendment"), dated February 19, 2025, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Patterson Brothers Lighting, hereinafter designated as "CONTRACTOR."

RECITALS

WHEREAS, CITY and CONTRACTOR are the parties to that certain Public Works Agreement dated July 1, 2023, and Amendment 1, thereto April 10, 2024, hereinafter referred to as the "Agreement", wherein CONTRACTOR agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the scope of work and compensation.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 9, Compensation shall be amended by adding the following:

The parties hereby renew the Agreement for FY 24/25 and add to the scope of work, the services described in Exhibit A hereto. CONTRACTOR'S compensation for additional lighting repair services performed in accordance with this Agreement is based on scope of work and prices set forth in Exhibit "A", attached hereto and by this reference made part of this Agreement. CONTRACTOR'S additional compensation shall not exceed \$65,860.00 for a new total agreement price for FY 24/25 not to exceed \$215,860.00 (original contract amount in FY 23/24 originally \$150,000 + Amendment 1 amount of \$20,000.00, a one-time cost for repairs. In FY 24/25, the renewal of \$150,000.00 + Amendment 2 for additional lighting repair services of \$65,860.00 revises the FY 24/25 not to exceed amount to \$215,860.00).

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No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

2. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

PATTERSON BROTHERS LIGHTING

CITY OF OCEANSIDE

By: _____
Kyle Patterson, President

By: _____
Jonathan Borrego, City Manager

Date: _____

Date: _____

By: _____

APPROVED AS TO FORM:

Date: _____

33-0202341
Employer ID No.

City Attorney

501334
Contractor's License No. & Classification

1000007848
DIR Registration No.

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.