

Project Name: TOB Curbs and
Pedestrian Crossings (CI 5398)

**THIRD AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

Contract No. 12605-2020

THIS THIRD AMENDMENT to the Agreement for Professional Services entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **KIMLEY-HORN AND ASSOCIATES, INC.** ("Consultant"), Thousand Oaks Blvd. Curbs and Pedestrian Crossings (CI 5398) and dated October 27, 2020 and amended on June 6, 2022; and May 24, 2023 (herein "Contract") is made this 12th day of September 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 \$105,405 for services generally and briefly described as Professional Engineering Services for the Thousand Oaks Blvd. Curbs and Pedestrian Crossings.
- 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. Section 5 of the Agreement, and as may have been previously amended, provides for a termination date of June 30, 2024.
- D. City and Consultant desire to extend the date of the Contract.

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, such section is hereby amended to add and also include the following services, and Exhibit A-3, attached hereto, is hereby added to the contract:

Engineering support services during construction as fully described in Exhibit A-3, attached hereto, and incorporated herein.

Part 2. The sum of \$25,300, is added 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. Exhibit B is hereby replaced in its entirety by Exhibit B-3, attached hereto and incorporated herein by reference.

Maximum and Rate. The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$130,705, and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees marked Exhibit "B-3", attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant until December 31, 2024, after which any change in said rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

Part 3. The Contract is extended for a period of 365 days and Section 5 is hereby amended to read as follows:

The term of this Contract is from the date first written above to June 30, 2025, unless the term of this Contract is extended, or the Contract is terminated as provided herein.

Part 4. All terms used in Part 1, 2, and 3 above shall have the meanings ascribed thereto in Contract. Except as amended in Part 1, 2, and 3 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

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

**KIMLEY-HORN AND
ASSOCIATES, INC.**

Jean B. Fares, PE, Senior Vice President

Alyssa Phaneuf, PE, Assistant Secretary

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-3

SCOPE OF WORK

Thousand Oaks Blvd. Pedestrian Crossings (CI 5398) THIRD AMENDMENT

Consultant shall perform the following additional services:

Task 6 – Design Support Services During Construction

- 6.01 – Coordinate with Southern California Edison electrical meter connection for new Traffic Devices, including one (1) site visit (up to 12 hours)
- 6.02 – Attend one (1) pre-bid meeting at the site (up to 4 hours)
- 6.03 – Review up to (15) submittals (up to 27 hours)
- 6.04 – Respond to up to seven (7) requests for information (up to 20 hours)
- 6.05 – Attend up to two (2) progress meetings (up to 4 hours)
- 6.06 – Record Drawings (AutoCAD Files, and PDF) (up to 13 hours)
- 6.07 – Construction Layout Surveying, up to two (2) site visits, (up to 12 hours)
 - a. Re-establish the survey controls along Thousand Oaks Boulevard between Oakview Drive and Live Oak Street. The basis of survey controls will be based on previous topographic survey performed which is the North American Datum of 1983 (NAD 83) (Epoch 2010) and State Plane Coordinates (California Coordinate System 1983, Zone 5, US feet). Elevations will be GPS derived and per North American Vertical Datum of 1988 (NAVD 88).
 - b. Perform field work to check Contractor's survey as directed by the City.

EXHIBIT B-3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.

Project No. _____ Contract No. _____ Date 8/8/2023

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|----------------|-------|--------------------|-------------|
| Project Manager | Fares, Jean B. | 4 | \$119.05 | \$ 476.20 |
| Sr. Professional II | | 16 | \$100.59 | \$ 1,609.44 |
| Sr. Professional I | | 0 | \$78.19 | \$ - |
| Professional II | | 0 | \$59.88 | \$ - |
| Professional I | | 29 | \$52.15 | \$ 1,512.35 |
| Analyst | | 31 | \$45.50 | \$ 1,410.50 |
| Project Support | | 0 | \$39.36 | \$ - |
| Technical Support | | 0 | \$31.30 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 5,008.49
b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculation) \$ -
c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 5,008.49**

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ -
f) FCCM (Rate: 0.16%) g) FCCM [(c) x (f)] \$ 8.01
h) Overhead (Rate: 194.38%) i) Overhead [(c) x (h)] \$ 9,735.50
j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 9,743.52**

FIXED FEE k) **TOTAL FIXED FEE [(c) + (e) + (i) * fixed fee 10%]** **\$ 1,474.40**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

| Description of Item | Quantity | Unit | Unit Cost | Total |
|---------------------|----------|------|-----------|-------|
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |

l) TOTAL OTHER DIRECT COSTS **\$ -**

m) SUBCONSULTANTS' COSTS

Subconsultant 1: Wagner Engineering and Survey, Inc. \$ 9,064.01
Subconsultant 2: _____ \$ -
Subconsultant 3: _____ \$ -
Subconsultant 4: _____ \$ -

(m) TOTAL SUBCONSULTANTS' COSTS **\$ 9,064.01**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **\$ 9,064.01**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 25,290.42**

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| Direct Labor Subtotal per Cost Proposal | Total Hours per Cost Proposal | Avg Hourly Rate | 5 Year Contract Duration |
|--|-------------------------------------|--------------------|--------------------------------|
| \$ 5,008.49 / | 80 | = | \$62.61 Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

| | Avg Hourly Rate | Proposed Escalation | | | |
|--------|--------------------|------------------------|----|---|--------------------------------|
| Year 1 | \$62.61 | + | 5% | = | \$65.74 Year 2 Avg Hourly Rate |
| Year 2 | \$65.74 | + | 5% | = | \$69.02 Year 3 Avg Hourly Rate |
| Year 3 | \$69.02 | + | 5% | = | \$72.47 Year 4 Avg Hourly Rate |
| Year 4 | \$72.47 | + | 5% | = | \$76.10 Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each period by total h

| | Estimated % Completed Each Period | Total Hours per Cost Proposal | Total Hours per Period | |
|--------|---|-------------------------------------|---------------------------|------------------------|
| Year 1 | 100.00% | * 80 | = 80 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * 80 | = 0 | Estimated Hours Year 2 |
| Year 3 | 0.00% | * 80 | = 0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * 80 | = 0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * 80 | = 0 | Estimated Hours Year 5 |
| Total | 100% | Total | = 80 | |

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

| | Avg Hourly Rate (calculated above) | Estimated Hours (calculated above) | Cost Per Period | |
|---|---|---|--------------------|------------------------|
| Year 1 | \$62.61 | * 80 | = \$5,008.49 | Estimated Hours Year 1 |
| Year 2 | \$65.74 | * 0 | = \$0.00 | Estimated Hours Year 2 |
| Year 3 | \$69.02 | * 0 | = \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$72.47 | * 0 | = \$0.00 | Estimated Hours Year 4 |
| Year 5 | \$76.10 | * 0 | = \$0.00 | Estimated Hours Year 5 |
| Total Direct Labor Cost with Escalation | | | = \$5,008.49 | |
| Direct Labor Subtotal before escalation | | | = \$5,008.49 | |
| Estimated total of Direct Labor Salary | | | = \$0.00 | Transfer to Page 1 |

Period 1 = Contract inception through 6/30/24 Period 2 = 7/1/24 through 6/30/25

Period 3 = 7/1/25 through 6/30/26 Period 4 = 7/1/26 through 6/30/27 Period 5 = 7/1/27 through 6/30/28

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 8/8/2023
Email: anthony.podegracz@kimley-horn.com Phone Number: 213-261-4040
Address: 660 South Figueroa Street, Suite 2050, Los Angeles, CA 90017

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

| |
|----------------------|
| Engineering Services |
|----------------------|

**COST PROPOSAL
CITY OF THOUSAND OAKS
THOUSAND OAKS BLVD. PEDESTRIAN CROSSING**

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant WAGNER ENGINEERING & SURVEY, INC.

Project No. City of TO Pedestrian Crossing

Contract No. _____

Date 8/7/2023

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|--------------------------------------|----------------------|-------|--------------------|-------------|
| Principal Engineer/ Surveyor | Stephanie A. Wagner* | 1 | \$104.91 | \$ 104.91 |
| Survey Manager** | Armando V. Abad* | 2 | \$75.71 | \$ 151.42 |
| ROW Manager | Diana Knezevic | 0 | \$61.70 | \$ - |
| Party Chief Assistant Survey Manager | Kevin Warden | 2 | \$62.21 | \$ 124.42 |
| Project Surveyor | Mark Vinluan | 6 | \$59.51 | \$ 357.06 |
| Survey Technician III | Hugo Guardado | 0 | \$47.78 | \$ - |
| Survey Technician III | Oscar Garcia | 0 | \$45.00 | \$ - |
| Sr. Party Chief, PLS** | TBD | 18 | \$64.96 | \$ 1,169.28 |
| Certified Party Chief** | TBD | 0 | \$63.26 | \$ - |
| Party Chief** | TBD | 0 | \$62.21 | \$ - |
| Chainman | TBD | 18 | \$55.98 | \$ 1,007.64 |
| Survey Apprentice** | TBD | 0 | \$45.12 | \$ - |

LABOR COSTS

47

a) Subtotal Direct Labor Costs

\$ 2,914.73

b) Anticipated Salary Increases

(see Anticipated Salary Increases page for calculations)

\$ -

c) Total Direct Labor Costs [(a) + (b)] \$ 2,914.73

INDIRECT COSTS

d) Fringe Benefits

(Rate: _____)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead

(Rate: 178.78%)

g) Overhead [(c) x (f)] \$ 5,210.95

h) General and Administrative

(Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) Total Indirect Costs [(e) + (g) + (i)] \$ 5,210.95

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10% \$ 812.57

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

| Description of Item | Quantity | Unit | Unit Cost | Total |
|---------------------|----------|------|-----------|-----------|
| Mileage (64 RT x 3) | 192 | Each | \$0.66 | \$ 125.76 |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |

l) TOTAL OTHER DIRECT COSTS \$ 125.76

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

| | |
|------------------|----|
| Subconsultant 1: | \$ |
| Subconsultant 2: | \$ |
| Subconsultant 3: | \$ |
| Subconsultant 4: | \$ |

(m) TOTAL SUBCONSULTANTS' COSTS \$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 125.76

TOTAL COST [(c) + (j) + (k) + (n)] \$ 9,064.01

COST PROPOSAL

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| Direct Labor <u>Subtotal</u> per Cost Proposal | Total Hours per Cost Proposal | Avg Hourly Rate | 5 Year Contract Duration |
|---|-------------------------------------|--------------------|-----------------------------|
| \$ 2,914.73 / | 47 | = \$62.02 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

| | Avg Hourly Rate | | Proposed Escalation | | | |
|--------|-----------------|---|------------------------|---|---------|------------------------|
| Year 1 | \$62.02 | + | 5% | = | \$65.12 | Year 2 Avg Hourly |
| Year 2 | \$65.12 | + | 5% | = | \$68.37 | Year 3 Avg Hourly |
| Year 3 | \$68.37 | + | 5% | = | \$71.79 | Year 4 Avg Hourly Rate |
| Year 4 | \$71.79 | + | 5% | = | \$75.38 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

| | Estimated % Completed Each Period | | Total Hours per Cost Proposal | | Total Hours per Period | |
|--------|--------------------------------------|---|-------------------------------------|---|---------------------------|------------------------|
| Year 1 | 100.00% | * | 47 | = | 47 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 47 | = | 0 | Estimated Hours Year 2 |
| Year 3 | 0.00% | * | 47 | = | 0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 47 | = | 0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 47 | = | 0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 47 | |

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

| | Avg Hourly Rate (calculated above) | | Estimated Hours (calculated above) | | Cost Per Period | |
|---|---------------------------------------|---|---|---|--------------------|------------------------|
| Year 1 | \$62.02 | * | 47 | = | \$2,914.73 | Estimated Hours Year 1 |
| Year 2 | \$65.12 | * | 0 | = | \$0.00 | Estimated Hours Year 2 |
| Year 3 | \$68.37 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$71.79 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | \$75.38 | * | 0 | = | \$0.00 | Estimated Hours Year 5 |
| Total Direct Labor Cost with Escalation | | | | = | \$2,914.73 | |
| Direct Labor Subtotal before escalation | | | | = | \$2,914.73 | |
| Estimated total of Direct Labor Salary Increase | | | | = | \$0.00 | Transfer to Page 1 |

COST PROPOSAL

Certification of Direct Costs:

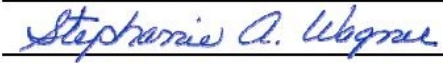
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

| | |
|---|---|
| Name: <u>Stephanie A. Wagner</u> | Title*: <u>President</u> |
| Signature: <u></u> | Date of Certification (mm/dd/yyyy): <u>8/2/2023</u> |
| Email: <u>stephaniew@wesinc.org</u> | Phone Number: <u>818-892-6565</u> |
| Address: <u>17134 Devonshire Street, Suite 200, Northridge, CA 91325</u> | |

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

See attached Scope of Services.