

Project Name: La Granada Reservoir
Improvements (CI 5292)

**FOURTH AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
HARPER & ASSOCIATES ENGINEERING, INC.**

Contract No. 12610-2020

THIS FOURTH AMENDMENT to the Agreement for Professional Services entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **HARPER & ASSOCIATES ENGINEERING, INC.** ("Consultant"), entitled La Granda Reservoir Improvements and dated November 10, 2020 and amended on December 14, 2021, December 4, 2022, and November 22, 2023 (herein "Contract") is made this 26th day of March, 2024.

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 \$64,775 for services generally and briefly described as Professional Design Services for the La Granada Reservoir Improvements Project (CI 5292).
- B. Section 5 of Contract, currently, and as may have been previously amended, provides for a "Termination Date" of June 30, 2024.
- C. 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.
- 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 and such section is hereby amended to add and also include the following services, and Exhibit A-4 is hereby added to the Contract:

Engineering support services during construction, as more fully described in Exhibit A-4, attached hereto and incorporated herein by reference.

Part 2. The sum of \$137,950, 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, and Exhibit B is hereby replaced in its entirety by Exhibit B-4, attached hereto and incorporated herein by reference:

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$202,725 (herein "not to exceed amount"), 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-4", 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 first paragraph of Section 5 is hereby amended to read as follows:

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

Part 4. All terms used in Parts 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 Fourth Amendment to Contract as of the date set forth above.

**HARPER & ASSOCIATES
ENGINEERING, INC.**

Krista Harper, Vice President

Andre Harper
Chief Financial Officer

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-4

LA GRANADA RESERVOIR IMPROVEMENTS (CI 5292)

SCOPE OF WORK

Consultant shall provide the following services:

Task 1 – Construction Management

Consultant shall provide engineering support that assists the City with the pre-construction meeting, progress meetings, submittal review, Requests for Information (RFI's), change order requests and record drawings.

Deliverables: Pre-con meeting agenda and minutes, submittal and invoice reviews, response to Requests for Information (RFI), and record drawings.

Task 2 - General Inspection Services

Consultant shall provide construction observation services and testing that document Contractor's activities for contract compliance. The work to be provided includes, but not limited to the following:

- Daily Inspection Activity Reports
 - Observation of the Contractor's activities for compliance with contract documents and with site and job safety requirements including handling of any potential hazardous waste
 - Pre and post-soil testing, and non-structural welding work
- Consultant shall also assist the City with final documentation.

Task 3 - Structural Inspection Services

Based on the Contractor's activities, the Consultant shall provide structural inspection services to review repairs and modifications as required. The work to be provided includes but is not limited to, rafter repairs, pipe work, and structural welding work.

Deliverables: Daily Inspection Activity Reports/Photos

Task 4 – Coating and Paint Inspection

Consultant shall provide full-time inspection and testing to verify the Contractor's surface preparation and coating and painting of the tank with NACE-certified inspectors to verify contract compliance of the new coating/painting materials and application.

Deliverables: Daily Inspection Activity Reports/Photos

Task 5 - Cathodic Protection Inspection

If deemed necessary, the Consultant shall provide inspection of the subgrade cathodic protection. The work to be provided includes but is not limited to, verification of anode material, cut and excavation of the tank bottom, placing of anodes and the seal welding.

Deliverables: Daily Inspection Activity Reports/Photos

Task 6 – Warranty Inspection

Consultant shall provide the warranty inspection of the inside and outside of the tank before the end of the Contractor's Twelve (12) Month Warranty post-construction. At the direction of the City, the Consultant shall perform a dive inspection of the tank or a confined-space entry of the drained tank.

Deliverables: Inspection Report with photos.

EXHIBIT B-4



HARPER & ASSOCIATES ENGINEERING, INC. CONSULTING ENGINEERS

1240 E. Ontario Ave., Ste. 102-312, Corona, CA 92881-8671
Phone (951) 372-9196 Fax (951) 372-9198
www.harpereng.com

TERMS AND SCHEDULE OF FEES AND CHARGES

HARPER & ASSOCIATES ENGINEERING, INC. services are furnished on the basis of the below listed schedule of fees and charges. The following rates and charges are good through December 31, 2024 and will be subject to revisions at six-month intervals after that date.

FEES:	Principal Engineer	\$235.00 per hour
	Expert Witness/Deposition	\$275.00 per hour
	Registered Corrosion Engineer	\$210.00 per hour
	Registered Structural Engineer	\$210.00 per hour
	Project Manager	\$200.00 per hour
	Engineer	\$185.00 per hour
	Engineering Technician	\$125.00 per hour
	Engineering Aide	\$98.00 per hour
	Structural/Cathodic Inspector	\$125.00 per hour
	NACE Coating/Paint Inspector	\$105.00 per hour
	Draftsperson (CADD)	\$125.00 per hour
	Dive Team	\$375.00 per hour
	Clerical	\$70.00 per hour

Travel time is chargeable at the above rates. Overtime for non-professionals, when authorized, shall be charged at 1-1/2X and 2X, based on specific time schedule under which work is performed. If project is located out of area, food and lodging will be charged as noted below.

EQUIPMENT AND MISCELLANEOUS CHARGES

The above charges include instruments commonly used in corrosion and related testing. However, specialized instrumentation and test equipment and facilities may require an additional charge.

These and miscellaneous charges are computed at cost plus fifteen percent. Examples of such charges include, but are not limited to, food, lodging, outside consultants, public transportation, rental equipment, special permits and fees, reproduction, special insurance, etc.

Passenger cars and pickup trucks are chargeable at \$.65 per mile when authorized.