

## REPORT TO CITY COUNCIL

**DATE: JUNE 26, 2024**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: NATHAN HAMBURGER, CITY MANAGER**

**BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**

**SUBJECT: REQUEST FOR APPROVAL OF SECOND AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES FOR PROFESSIONAL ENGINEERING SERVICES WITH KIMLEY-HORN AND ASSOCIATES, INC.**

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Since 2007, Kimley-Horn and Associates, Inc. (Kimley-Horn) has provided the City with professional engineering services. Specifically, their contract scope of work includes, but is not limited to:

- Plan checking of public improvement plans, grading plans, hydrology/drainage reports, and subdivision maps.
- Traffic engineering services, which includes reviewing: technical traffic studies, land development projects, traffic control plans, public infrastructure plans, and environmental impact reports.
- Preparing the Pavement Management System (PMS) update.
- Providing in-house engineering design as-needed.
- Providing additional engineering assistance upon request.

On April 14, 2021, the City Council authorized the contract award to Kimley-Horn which allowed for three years of guaranteed work, with the option of one additional two-year extension, for a total of five years.

On July 12, 2023, the City Council approved the first amendment to the agreement in the amount of \$134,910. These funds were used in order to update the City's Transportation Impact Fee (TIF) program which includes developing a TIF Nexus Study that documents the relationship between future development in Agoura Hills and the amount of transportation improvements that are needed to accommodate growth as identified in the City's General Plan Update.

Kimley-Horn's work product has been exceptional, providing technical expertise and advice for engineering-related issues. They have gained the confidence and trust from staff, the City Council, and the community as a whole. Therefore, staff feels it is in the best interest of the City to approve the second amendment, which will extend the agreement until June 30, 2026.

The proposed amendment has been reviewed by the City Attorney and approved as to form.

**FISCAL IMPACT**

There is no impact to the proposed Fiscal Year 2024-25 City Council Budget, as sufficient funding was appropriated in the following Public Works Department's accounts to fund these services:

<b>Account Name</b>	<b>Funding Source</b>	<b>Account No.</b>
Contract Services	General Fund	010-4505-5520.00
Plan Check and Inspection	General Fund	010-4505-5520.02
Traffic Engineer	Gas Tax	020-4510-5520.10
Traffic Engineer	Proposition C	061-4510-5520.10
Contract Services	Measure R (Local)	063-4505-5520.00
Contract Services	Measure M (Local)	064-4505-5520.00

**RECOMMENDATION**

Staff respectfully recommends the City Council approve the Second Amendment to the Agreement for Consultant Services for Professional Engineering Services with Kimley-Horn and Associates, Inc.

Attachment: Second Amendment to Agreement for Consultant Services

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Kimley-Horn & Associates, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Sri Chakravarthy
CONSULTANT'S ADDRESS:	600 South Figueroa St, Ste. 2050 Los Angeles, CA 90017
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kelly Fisher
COMMENCEMENT DATE:	July 1, 2024
TERMINATION DATE:	June 30, 2026
CONSIDERATION:	Amendment Amount: \$800,000  Total Contract Price Not to Exceed: \$2,300,000

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND KIMLEY-HORN & ASSOCIATES**

**On-Call Engineering Services**

THIS SECOND AMENDMENT is made and entered into as of July 1, 2024, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Kimley-Horn & Associates, Inc. a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Second Amendment is made with the respect to the following facts and purposes:

a. On July 1, 2021, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services" ("Agreement"), in the amount of One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00).

b. On July 12, 2023, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for Consultant Services" to add scope of work, and amend the indemnification language.

c. The parties now desire to extend the term of the Agreement to June 30, 2026, increase the payment in the amount of Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00), and to amend the Agreement as set forth in this Second Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement."

3. Section 5 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The Second Amendment amount shall not exceed Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00), for additional consulting services for a total Agreement amount of Two Million Three Hundred Thousand Dollars and Zero Cents (\$2,300,000.00)."

4. Exhibit "B" to the Agreement is hereby amended in its entirety as set forth in Attachment "A" to this Second Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Illece Buckley Weber,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
Date Approved by City  
Council \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONSULTANT**

Kimley-Horn & Associates  
660 South Figueroa St. Ste. 2050  
Los Angeles, CA 90017  
Sri Chakravarthy  
213-261-4037

By: \_\_\_\_\_  
DocuSigned by:  
*Sri Chakravarthy*  
FAD3BE0EAA264BC...

Print Name: Sri Chakravarthy

Title: Vice President, PE 73629

By: \_\_\_\_\_  
DocuSigned by:  
*Sowmya Chandrasekhar*  
50A87B035F9742A...

Print Name: SOWMYA Chandrasekhar

Title: Secretary, PE 83100

**[Signatures of Two Corporate Officers Required]**

**ATTACHMENT A**  
**Amended Exhibit "B"**  
**Payment Rates and Schedule**

*Attached hereto and incorporated herein is the associated cost as provided by the Consultant.*



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

**HOURLY BILLING RATES  
FOR CITY OF AGOURA HILLS  
ON-CALL, AS NEEDED SERVICES**

TECHNICAL/SUPPORT STAFF .....	\$115.00
ANALYST I .....	\$130.00
ANALYST II .....	\$145.00
JR. PROFESSIONAL .....	\$165.00
TRAFFIC ENGINEER/PROFESSIONAL I.....	\$195.00
PROFESSIONAL II .....	\$205.00
SR. PROFESSIONAL I.....	\$220.00
SR PROFESSIONAL II.....	\$240.00
PRINCIPAL.....	\$250.00

***EXPENSES***

SUBCONSULTANT MANAGEMENT/DIRECT EXPENSE .....	15%
OFFICE EXPENSES (Allocation) .....	6%
(Covers direct expenses, such as in-house duplicating and blueprinting, local mileage, telephone calls, electronic messaging, postage, and word processing)	