



Council Agenda Report

To: Mayor Pierson and the Honorable Members of the City Council

Prepared by: Jenna Sobieray, Associate Engineer

Reviewed by: Robert DuBoux, Public Works Director/City Engineer

Approved by: Reva Feldman, City Manager

Date prepared: February 17, 2021 Meeting date: March 8, 2021

Subject: Amendment to Professional Services Agreement with Kimley Horn and Associates, Inc.

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. (Kimley-Horn) in the amount of \$846,760 of Measure R funds for a total not to exceed \$2,777,260 for additional engineering design services for the Pacific Coast Highway (PCH) Signal Synchronization Project.

FISCAL IMPACT: Funding for this amendment was included in the Adopted Budget for Fiscal 2020-2021 in Account No. 310-9066-5100.00 (PCH Signal Synchronization Project). This project is fully funded through Los Angeles County Measure R funds with the Los Angeles County Metropolitan Transportation Authority. There are sufficient funds available for this additional work. There is no impact to the General Fund from this project.

WORK PLAN: This item was included as item 8j in the Adopted Work Plan for Fiscal Year 2020-2021.

DISCUSSION: In May 2017, the City entered into an agreement with Kimley-Horn to provide traffic engineering design services for the PCH Signal System Improvements Project.

On June 10, 2019, City Council approved Amendment No. 1 to the agreement to modify the scope of work additional traffic engineering services for planning, design, and environmental analysis for a Traffic Operations Center at City Hall.

Amendment No. 2 to the agreement will modify the scope of work to include modifying the existing traffic signal near the Nobu restaurant to allow a signalized left turn to enter the parking area. The modified scope of work also includes integrating the new computerized traffic signals with Caltrans' Traffic Operations Center. This work was originally assigned to Caltrans to complete. However, Kimley-Horn can complete this work quicker and less expensive than Caltrans. The project also required additional environmental technical studies. These items are included in Amendment No. 2.

Staff recommends Council approve Amendment No. 2 to Agreement with Kimley-Horn.

ATTACHMENTS: Amendment No. 2 to Agreement with Kimley-Horn

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT is made and entered in the City of Malibu on March 8, 2021, by and between the CITY OF MALIBU, hereinafter referred to as City, and Kimley Horn and Associates, Inc., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

- A. On May 8, 2017, the City entered into an Agreement with Consultant for traffic engineering design services for the Pacific Coast Highway Signal System Improvements Project (the "Agreement").
- B. On June 10, 2019, the City amended the Agreement to modify the scope of work to include additional traffic engineering services for planning, design, and environmental analysis for a Traffic Operations Center at City Hall, extend the term of the agreement and modify the Compensation for Services.
- C. The City desires to amend the Agreement to modify the scope of work to include the Nobu Traffic Signal Modification, additional environmental technical studies, the system integration services for the overall PCH signal system, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 1.0 – Scope of the Consultant's Services, of the Agreement, is hereby amended as set forth in Exhibit A attached hereto.
2. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to May 8, 2022.
3. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended as set forth in Exhibit B attached hereto.
4. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
5. All terms and conditions of the Agreement not amended by this Amendment No. 2 remain in full force and effect.

This Agreement is executed on _____, 2021, at Malibu, California, and effective as of March 8, 2021.

CITY OF MALIBU:

MIKKE PIERSON, Mayor

ATTEST:

HEATHER GLASER, City Clerk
(seal)

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APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

JOHN COTTI, Interim City Attorney

CONSULTANT:

By: Srikanth Chakravarthy, P.E., T.E.

Title: *Vice President*

Ther Kyle
Sr. Vice President

EXHIBIT A – SCOPE OF SERVICES

PACIFIC COAST HIGHWAY SIGNAL SYSTEM - AMENDMENT 2

INTRODUCTION

The scope of services for this amendment includes Nobu traffic signal modification, additional environmental technical studies, development of system requirements, and system integration of the network components for the Pacific Coast Highway (PCH) Signal System Project. The PCH Signal System project consists of a Fiber optic communication system, Closed Circuit Television (CCTV) Cameras, Traffic Signal Upgrades including controllers and related equipment, Changeable Dynamic Message Signs (DMS), and City Traffic Operations Center (TOC). The details of the equipment and network will be discussed and identified during the ongoing design phase that includes coordination meetings with City of Malibu (City), Caltrans District 7 (Caltrans), and LA Metro.

SCOPE OF SERVICES

- 1. PCH and Nobu Pedestrian Crossing:** This intersection needs to be modified to move the existing pedestrian crossing west to construct the new driveway into the Nobu parking lot. This will allow for westbound left turns to turn into the new Nobu driveway and eastbound left turns to turn into the McDonald's parking lot without crossing the pedestrian crossing. Improvements proposed include new traffic signal equipment, re-striping the intersection, and civil improvements such as curb ramp and driveway improvements. As part of this task, the Consultant will prepare the following design plans:

Traffic Signal Modification: One sheet will be prepared at a scale of 1" = 20'. This sheet will show the proposed signal modification including proposed signal poles and other new signal equipment or cabinet modifications.

Signing/Striping Design: One sheet will be prepared at a scale of 1" = 40'. This sheet will show crosswalk and intersection re-striping and additional signage associated with the proposed signal modification.

Civil Design: One sheet will be prepared at a scale of 1" = 20'. This sheet will include curb ramps and driveway improvements based upon Caltrans Standard Plans if required.

- 2. Finding of Effect (FOE):** This task is to prepare a Finding of Effect (FOE) for the PCH Signal Systems Improvement Project. The project is subject to the California Environmental Quality Act (CEQA) with Caltrans as the lead CEQA agency. Under the *Memorandum of Understanding Between the California Department of Transportation and the California State Historic Preservation Officer Regarding Compliance with Public Resources Code Section 5024 and*

Governor's Executive Order W-26-92 (5024 MOU), Caltrans makes findings of effects to state-owned historical resources (Section IX).

Although there are no recorded archaeological or historic period built environment resources within the project Area Limits (PAL), there are eight archaeological sites recorded adjacent to various elements of the project and the overall archaeological sensitivity for the project is considered High. Therefore, Caltrans requires the preparation of the FOE document to facilitate a formal finding of the potential impacts to archaeological sites by the project. For the purposes of the FOE we will assume that each of the eight sites is eligible for the National Register of Historic Places (NRHP) for the purposes of this project only.

Two alternatives are being considered that may affect archaeological resources:

- Build Option A: Directional boring the entire project length, and
- Build Option B: Directional boring the entire project length with the exception of locations of known cultural resources with a buffered perimeter. With Option B, wireless stations would be installed on either side of known resources, thus avoiding the recorded portions of the sites.

The FOE, as currently conceived, will argue for Finding of No Adverse Effect without Standard Conditions (FNAE-No SC). The FOE will need to include appendices containing relevant correspondence. Based on discussions with Caltrans, this scope of work includes the preparation of Post Review Discovery and Monitoring Plan (PRDM) and Environmentally Sensitive Area (ESA) Action Plan.

When a resource within the project area limits can be protected from adverse effects, the resource and any surrounding buffer is designated an ESA and preserved in place. The ESA signals an area to be protected by avoidance or by restrictions on Caltrans activities. Establishment and enforcement of an ESA is explained in the ESA Action Plan that is prepared for each undertaking. The ESA Action Plan explains specific provisions that will be employed to physically protect the site (e.g., construction of protective fencing).

Despite good faith efforts to identify archaeological resources, significant archaeological resources still may be discovered during construction. An archaeologist may be assigned to monitor construction work for the purpose of identifying and evaluating such newly discovered resources. A PRDMP will discuss chain of command and decision thresholds for what constitutes an archaeological resource. In this instance, several known archaeological may be subject to impacts. PRDMP will define protocols, should discoveries be made.

Specific tasks include:

- Project Plans/Design Review
- Additional As-builts review
- Native American Coordination
- FOE Document Preparation

- Environmentally Sensitive Area (ESA) Action Plan
- Post Review Discovery and Monitoring Plan (PRDMP) Document Preparation
- Historic Resources Compliance Report

Deliverables: Up to five draft and one final draft FOE with HRCR, AB 52 consultation logs, ESA Action Plan, and PRDMP.

- 3. Systems Integration:** This task includes system integration services for the overall PCH signal system as well as integrating necessary appurtenances required for a fully functional system.

3.1 System Requirements: Consultant will work with City and Caltrans to develop system requirements, as well system architecture that will identify the different components of the project including City TOC, Communication System, Field Elements, and Caltrans TMC. As part of this task, we will also complete a literature review of Caltrans' current system architecture that is in place for PCH/I-10.

Deliverables:

- System Requirements
- System Architecture
- Up to six (6) meetings with Caltrans. We anticipate these may include field meetings, meetings at City hall, or at Caltrans TMC

3.2 System Integration Plan: Consultant will develop a systems integration plan for the integration and verification of different subsystems of the project. The systems integration plan will build upon the system requirements, system architecture, as well as the ongoing design efforts. As part of this task, Kimley-Horn will also develop a draft network diagram, draft IP Addressing Scheme, and draft network equipment list. The draft documents will be provided for review by project stakeholders for a period of 30 days. Comments will be documented and discussed, and where appropriate modifications will be made. We will coordinate and facilitate the reviews of any major design changes with Caltrans which involves changes that will alter the overall design intent and/or system architecture.

Deliverables:

- Draft and final systems integration plan
- Integration Test Plan
- Draft and Final IP Addressing Scheme
- Draft and Final Network Equipment List

3.3 System Integration: Consultant will provide System Integration for all electrical and systems elements of the project. These elements include, but are not limited to the following:

- Controller cabinets
- Electrical service cabinets
- DMS
- Traffic detection
- CCTV cameras
- Fiber optic systems and all associated components
- Communications equipment
- TMC Servers
- All associated field wiring, harnesses, conductors
- All associated mounting assemblies

Consultant will coordinate and facilitate the field integration activities. This includes, but is not limited to, review of integration test plans, preparation and set up efforts for the integration testing, pre-testing activities, test documentation, troubleshooting, and review and approve the field integration test plans for the various subsystems and connections. Coordination is anticipated with the Construction Contractor and Construction Manager including, but not limited to:

- Review of the Integration Test Plans
- Furnishing the proper equipment for the testing
- Schedule for integration
- Troubleshooting
- Configuration requirements
- Identifying necessary equipment, materials, and resources required for integration testing
- Conducting “pre-tests”
- Make decisions and direct contractor regarding integration issues
- Maintain presence on-site as needed during construction (including nights and weekends)

Additional tasks within the systems integration effort include:

- Review the configuration of all networking equipment in accordance with the specifications including, but not limited to, IP address and subnet assignments, VLAN assignments, network security protocols, redundant algorithms, and port assignments.
- Test to confirm communications and data transfer between the traffic detection systems, controller cabinet, and CCTV cabinets
- Test to confirm communications, data transfer including command and control between the DMS display units and the DMS controller, and between the VMS controller and over the proposed fiber optic network to Caltrans TMC
- Coordinate and review the fiber optic test results for conformance with the specifications

- Develop an Operations and Maintenance Document at the conclusion of integration tasks. This document is intended to identify the final configuration of the network equipment such that Caltrans, City, and LA Metro staff, or another firm, may assume responsibility of the equipment following the final integration.
- Provide up to 40 hours of technical support for up to 3 months following the final test execution. This additional support may be used to aid Agency IT with technical support after transition of ownership of the network equipment and responsibilities.

This task assumes the following:

- Stakeholders will provide access to the facility for Consultant staff to configure and diagnose network equipment provided in this scope of work.
- All equipment will be furnished and installed by the Contractor

Deliverables:

- System Integration including configuration and Testing of network equipment
- Configuration Files
- Operations and Maintenance Document
- Up to 40 hours of technical support following the final test execution

4. Project Management: Consultant's Project Manager will be responsible for the completion of activities associated with the performance of this project. Additional responsibilities include progress meetings, management of project planning activities and tracking of resources associated with each aspect of the project. Consultant Project Manager will oversee and participate in the activities of the project. Consultant will prepare and submit written monthly project status reports.

Deliverables:

- Progress reports and schedule updates
- Invoicing
- Project Administration
- Progress Meetings and Meeting Minutes

EXHIBIT B – COMPENSTATION FOR SERVICES

Kimley-Horn will perform the services described in tasks 1 through 4 in the Scope of Services for a fee not to exceed **\$846,760**. Shown below is a breakdown of our proposed fee billings by task:

TASK NO.	TASK DESCRIPTION	FEE
1	PCH and Nobu Pedestrian Crossing	\$78,200
2	Finding of Effect	\$50,910
3	Systems Integration	\$685,410
4	Project Management	\$32,240
TOTAL COST		\$846,760