



Council Agenda Report

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

Prepared by: Troy Spayd, Assistant Public Works Director/Assistant City Engineer

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

Approved by: Steve McClary, Interim City Manager

Date prepared: October 28, 2021 Meeting date: November 30, 2021

Subject: Professional Services Agreement with Acoustic Technology Inc.

RECOMMENDED ACTION: Authorize the Mayor to execute Professional Services Agreement with Acoustic Technology Incorporated (ATI) for engineering design services for the Outdoor Warning Siren system design in an amount not to exceed \$198,000.

FISCAL IMPACT: Funding for this agreement was included in the Adopted Budget for Fiscal Year 2021-2022 in Account No. 102-9219 (Disaster Recovery CIP – Outdoor Warning Sirens). Federal Emergency Management Agency (FEMA) Hazard Mitigation Program Grant funds will fund 75% of the total project costs. The City is responsible for 25% of the costs under the grant program. Southern California Edison Woolsey Fire Settlement funds will be used to cover the City's portion.

WORK PLAN: This item was included as item 1.h. in the Adopted Work Plan for Fiscal Year 2021-2022.

DISCUSSION: On November 12, 2018, the President declared a major disaster for the Woolsey Fire (DR4407) making federal disaster aid available to Los Angeles, Ventura, and Butte County. In addition to the federal disaster funding for emergency response and repair, FEMA offers a Hazard Mitigation Grant Program (HMGP) that assists in implementing long-term hazard mitigation planning and projects to prevent or mitigate future disasters. Only jurisdictions in which a Presidential disaster has been declared are eligible to apply. In the aftermath of the Woolsey Fire, the City pursued a variety of grant opportunities to secure funding for emergency preparedness, including improvements to emergency communications, and worked closely with FEMA and CalOES representatives on HMGP applications.

On June 10, 2019, the City Council authorized the City Manager to sign letters of commitment for the HMGP sub-applications for five proposed projects including the Outdoor Warning Siren System. Staff worked with FEMA and CalOES representatives on the various project applications and was ultimately awarded an Advance Assistance Grant for the design and environmental compliance of an outdoor warning siren system in February 2021. The City was awarded a grant of \$713,724.75 with a local contribution of \$237,908.25 based on an anticipated project cost of \$951,633.

In December 2019, the City contracted with Mission Critical Partners to conduct a siren sound study to determine the optimum quantity and locations for an effective alerting system. A siren alerting system is an outdoor warning system designed to alert the public of an event or possible event. While there may be instances where someone will hear a siren indoors, depending on the construction of the building, location, and distance from the siren, siren systems are primarily for outdoor alerting. Indoor notification is not guaranteed but is available through various other technologies. Sirens are just one tool used in a comprehensive public safety alerting strategy and complement other alerting tools such as reverse 911 systems and wireless emergency alerts.

The study by Mission Critical Partners was completed in June 2020 and presented to the Public Safety Commission for a recommendation on August 5, 2020. The Commission recommended that an item be brought back as soon as possible with other options to consider as alternatives to sirens for alerting the community and visitors of a fire or other impending disaster threat with a specific focus on nighttime warnings.

The study with the additional alternatives was presented in a report to City Council on September 29, 2020 and continued to November 9, 2020 for direction to staff regarding the implementation of an outdoor siren system. On November 9, 2020, City Council recommended staff move forward with Option #2 of the Siren Feasibility Report with the possibility of expansion of the system and to collaborate with the County of Los Angeles and Las Virgenes-Malibu Council of Governments. Option #2 of the Siren Feasibility Report identified twenty sites, mix of high and low power sirens. Per the Council's direction, staff moved forward to initiate the design.

On April 29, 2021, the City issued a Request for Qualifications/Proposals (RFQ/P) for engineering design services for the Outdoor Warning Sirens Systems project. On May 27, 2021, the City received four (4) proposals and the following firms were interviewed:

- Genasys
- Acoustic Technology Inc.
- HQE
- Mission Critical Partners

Staff reviewed the proposals and determined that Acoustic Technology Inc. is the most qualified consultant to provide engineering design services for the Outdoor Warning Sirens project.

The Outdoor Warning Siren System project is intended to provide the City with another tool to improve its emergency communications capabilities. It is not intended to be the City's primary means of communication during an emergency. In recognition of the limitations of an outdoor warning siren system and the concerns raised by the City Council and the Public Safety Commission, staff has been researching indoor warning systems (See Council Agenda Item No. 6.B.). In an emergency, these indoor and outdoor warning systems could be used in conjunction with the City's other emergency communication tools including the Everbridge disaster notification system, Wireless Emergency Alerts, text messages, and social media to alert residents.

ATTACHMENTS: Professional Services Agreement with Acoustic Technology Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of November 8, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and Acoustic Technology Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating Outdoor Warning Siren System Project.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on November 8, 2021, , and will remain in effect for a period of 3 years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Exhibit "A" Scope of Work and Exhibit "B" compensation schedule. The cost of services shall not exceed \$198,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims

determined by a trier of fact to have been the result of the Consultant's negligent, reckless or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Steve McClary Interim City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 224 FAX (310) 456-2760	CONSULTANT:	Antonio Cracchiolo Vice President Acoustic Technology Inc 30 Jeffries Street Boston MA 02128 TEL (617) 913-7392
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6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract 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.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply

with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials APC

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials APC

This Agreement is executed on October 27th, 2021, at Malibu, California, and effective as of November 8, 2021.


CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:


By: Antonio Cracchiolo
Vice President

APPROVED AS TO FORM:

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

JOHN COTTI, Interim City Attorney

Exhibit A

Task 1 – Engineering Services and Documentation

1.1 Proposal of Siren Locations via Computer Modeling - The ATI acoustic computer model utilizes the specific characteristics of the initial proposed loudspeakers, including power and directivity, together with typical voice frequency characteristics. It is a three-dimensional model that uses the actual area and speaker locations is used to predict and diagnose sound propagation, accounting for topographical features, buildings, ground and terrain effects, atmospheric and weather effects, and geometrical spreading, and includes diffracted, direct and reflected sound paths. The examination of the individual contributions and reflections from each speaker location, multiple arrival effects and identified shadow regions, are used to determine speaker orientation and placement to achieve optimal intelligibility and coverage.

1.2 Right of Way - In community settings, siren pole locations are proposed as often as possible on public land, such as within road easements, in parks, or on other publicly owned property. When possible, publicly owned building roofs are used to roof mount sirens, which can save on installation costs as well. These practical factors become important during the siren location field verification process and meeting with the community stakeholders for Right of Way and Dig Safe

1.3 Field Verification of Proposed Siren Locations - A field team will go out to verify that siren locations suggested by computer modeling are feasible to install, sometimes referred to as ground truthing. Ambient noise measurements will be obtained and weather information will be collected (temperature, wind speed, etc.) at each location to verify assumed conditions for the computer model. The team will also work with local officials to obtain permission for siren placement on public or private lands if no public lands are available. If locations are not workable, the field team will suggest alternative locations nearby. These alternative locations, along with ambient noise and weather data for the new locations will be shared with the computer modeling team and fed back into the computer model to make sure they still provide the desired acoustic coverage.

Task 2 – Environmental Analysis

2.1 Environmental Study - Prior to finalizing the locations for the warning siren system improvements, an Envicom biologist will conduct a field survey of each location to determine whether there are potential environmental effects associated with the proposed location, and where appropriate make recommendations for relocating the system components to avoid/minimize the environmental effects. The product of this task will be a letter report documenting our recommendations. Envicom will prepare an application for a Coastal Development Permit per the City of Malibu Local Coastal Program requirements. Upon completion of the application, we will file the application with the City and coordinate with the designated planner to respond to questions from the various City Departments. We will attend public hearings on the project and be prepared to present the project to the Planning Commission and/or City Council.

a) CEQA Categorical Exemption/NEPA Exclusion - To the extent the proposed system will not result in potentially significant environmental effects, the project may qualify for a CEQA Categorical Exemption and a FEMA NEPA Categorical Exclusion. Envicom would prepare the Categorical Exemption and Categorical Exclusion justifications and Notices for submittal to the City. Includes Preliminary Environmental Review, Technical Studies, Coastal Development Permitting, Project Management, Team Coordination, Materials/ Direct Costs

b) IS/MND/EA/FONSI - If the proposed project has potentially significant environmental effects that require mitigation, an Initial Study/Mitigated Negative Declaration/Environmental Assessment/Finding of No Significant Impact analysis will be prepared. This document will provide all of the required CEQA and NEPA analysis and findings. Envicom would prepare four versions of this document including an Administrative, Screencheck, Public Draft, and Final/Response to Comments document. Depending on design/locations of the project and the resulting complexity of the environmental analysis, the cost of this document could vary. Technical studies to support the IS/MND/EA/FONSI may also be required depending on the design/locations. Includes Preliminary Environmental Review, Technical Studies, Coastal Development Permitting, Project Management, Team Coordination, Materials/ Direct Costs. **THIS TASK WOULD BE AN ADDITIONAL COST AS DESCRIBED IN EXHIBIT B.**

Task 3 – Outdoor Warning System Location Services

3.1 Acoustic Data - Determine and verify suitable placements of warning devices for acoustic optimization by developing an acoustic coverage model. Verification of the model to reflect field conditions and that options for warning device placements are suitably ranked. Assurance that community concerns and City of Malibu decisions are suitably incorporated into the performance specifications. Lead the development of the performance specifications for the outdoor warning system with the ATI Acoustic Experts.

3.2 Proposed Location - These new proposed locations will be based on field reports, field verification, and analysis of acoustic data analysis. Locations will be computer modeled to make sure it still provides the desired acoustic coverage, if it does not provide the desired acoustic coverage, the ATI Acoustic Experts will suggest another location and/or will work with the computer modeling team to find a new location. This process will be repeated at each siren location until the location is both feasible to install in the field and will provide the desired acoustic coverage in the computer model. After this process is complete for all proposed siren locations, the siren locations will be final and ready to obtain official permits for installation as needed.

3.3 Final Right of Way - The final siren pole locations are verified by the community officials. ATI will provide all necessary documentation to acquire proper permits to begin the installation of all the outdoor warning devices.

3.4 Final Sire Location Installation Permitting - Once siren locations are finalized official permission will be obtained to install the siren through any required local environmental permitting processes. For example, programs such as dig safe will be used to mark the existing underground utilities before any poles are installed to ensure public safety

3.5 FEMA/CalOES Documentation and all project deliverables

Exhibit B - Compensation Schedule

ATI Systems, Inc.
30 Jeffries Street
East Boston, MA 02128
Tel: (654) 320-8811
email: patrick@atisystem.com

www.atisystem.com

July 26th, 2021
Pricing Valid for 90 Days From Above Date

MODEL #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
I Engineering Services and Documentation				
INIT COMP MODEL	Proposal of Siren Locations via Computer Modeling - The ATI acoustic computer model utilizes the specific characteristics of the Initial proposed loudspeakers, including power and directivity, together with typical voice frequency characteristics. It is a three-dimensional model that uses the actual area and speaker locations is used to predict and diagnose sound propagation, accounting for topographical features, buildings, ground and terrain effects, atmospheric and weather effects, and geometrical spreading, and includes diffracted, direct and reflected sound paths. The examination of the individual contributions and reflections from each speaker location, multiple arrival effects and identified shadow regions, are used to determine speaker orientation and placement to achieve optimal intelligibility and coverage.	LOT		\$15,000.00
RIGHT OF WAY - DIG SAFE	Right of Way - In community settings, siren pole locations are proposed as often as possible on public land, such as within road easements, in parks, or on other publicly owned property. Also, when possible publicly owned building roofs are used to roof mount sirens, which can save on installation costs as well. These practical factors become important during the siren location field verification process and meeting with the community stakeholders for Right of Way and Dig Safe.	5 days		Included
FIELD VER.	Field Verification of Proposed Siren Locations - A field team will go out to verify that siren locations suggested by computer modeling are feasible to install, sometimes referred to as ground truthing. Ambient noise measurements will be obtained and weather information will be collected (temperature, wind speed, etc.) at each location to verify assumed conditions for the computer model. The team will also work with local officials to obtain permission for siren placement on public or private lands if no public lands are available. If locations are not workable, the field team will suggest alternative locations nearby. These alternative locations, along with ambient noise and weather data for the new locations will be shared with the computer modeling team and fed back into the computer model to make sure they still provide the desired acoustic coverage.	15 days		\$20,000.00
II Environmental Analysis				
ENVIRONMENTAL ANALYSIS	Environmental Study - Prior to finalizing the locations for the warning siren system improvements, an Envicom biologist will conduct a field survey of each location to determine whether there are potential environmental effects associated with the proposed location, and where appropriate make recommendations for relocating the system components to avoid/minimize the environmental effects. The product of this task will be a letter report documenting our recommendations. Envicom will prepare an application for a Coastal Development Permit per the City of Malibu Local Coastal Program requirements. Upon completion of the application, we will file the application with the City and coordinate with the designated planner to respond to questions from the various City Departments. We will attend public hearings on the project and be prepared to present the project to the Planning Commission and/or City Council.			
Option 1 - CEQA Categorical Exemption/NEPA Exclusion	To the extent the proposed system will not result in potentially significant environmental effects, the project may qualify for a CEQA Categorical Exemption and a FEMA NEPA Categorical Exclusion. Envicom would prepare the Categorical Exemption and Categorical Exclusion justifications and Notices for submittal to the City. Includes Preliminary Environmental Review, Technical Studies, Coastal Development Permitting, Project Management, Team Coordination, Materials/ Direct Costs	15 days		\$105,000.00
Option 2 - IS/MND/EA/FONSI	If the proposed project has potentially significant environmental effects that require mitigation, an Initial Study/Mitigated Negative Declaration/Environmental Assessment/Finding of No Significant Impact analysis will be prepared. This document will provide all of the required CEQA and NEPA analysis and findings. Envicom would prepare four versions of this document including an Administrative, Screencheck, Public Draft, and Final/Response to Comments document. Depending on design/locations of the project and the resulting complexity of the environmental analysis, the cost of this document could vary. Technical studies to support the IS/MND/EA/FONSI may also be required depending on the design/locations. Includes Preliminary Environmental Review, Technical Studies, Coastal Development Permitting, Project Management, Team Coordination, Materials/ Direct Costs	LOT	\$167,500.00	
III Outdoor Warning System Locating Services				
ACOUSTIC DATA ANALYSIS	Acoustic Data - Determine and verify suitable placements of warning devices for acoustic optimization by developing an acoustic coverage model. Verification of the model to reflect field conditions and that options for warning device placements are suitably ranked. Assurance that community concerns and City of Malibu decisions are suitably incorporated into the performance specifications. Lead the development of the performance specifications for the outdoor warning system with the ATI Acoustic Experts.	15 days		\$25,000.00
PROP LOC.	Proposed Location - These new proposed locations will be based on field reports, field verification, and analysis of acoustic data analysis. Locations will be computer modeled to make sure it still provides the desired acoustic coverage, if it does not provide the desired acoustic coverage, the ATI Acoustic Experts will suggest another location and/or will work with the computer modeling team to find a new location. This process will be repeated at each siren location until the location is both feasible to install in the field and will provide the desired acoustic coverage in the computer model. After this process is complete for all proposed siren locations, the siren locations will be final and ready to obtain official permits for installation as needed.	10 days		\$10,000.00
FINAL RIGHT OF WAY - DIG SAFE	Final Right of Way - The final siren pole locations are verified by the community officials. ATI will provide all necessary documentation to acquire proper permits to begin the installation of all the outdoor warning devices.	5 days		Included
FINAL LOC DOC.	Final Siren Location Installation Permitting - Once siren locations are finalized official permission will be obtained to install the siren through any required local environmental permitting processes. For example, programs such as dig safe will be used to mark the existing underground utilities before any poles are installed to ensure public safety.	5 days		\$8,000.00
TOTAL COST	FEMA-CAL OES Documentation and all project deliverables		Total	\$15,000.00
				\$198,000.00
TERMS AND CLIENT RESPONSIBILITIES:				
1	TERMS: Net 30 days from receipt of invoice. Invoices are submitted upon receipt of materials/equipment, and every 30-days for services performed.			
2	Pricing Valid for 90 Days			
3	Partial or Full delivery must be allowed and invoiced accordingly, otherwise storage fees may be applied for equipment that is ready to ship.			
4	Additional costs will incur depending on the findings during the site analysis. Cost is an estimate based on previous environmental and acoustic analysis experience.			
5	Additional costs may incur if sites require special permitting.			
6	Additional travel may be necessary which will result in additional cost			
7	The cost above is based on the allotted time for each line item. If additional time is required additional costs may be incurred.			
8	Professional Engineering by state certifications (ie wind loading, roof or pole structures or siren structures) are included but available for additional costs.			