



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

Approved by: Steve McClary, Interim City Manager

Date prepared: April 20, 2022 Meeting date: May 9, 2022

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

RECOMMENDED ACTION: Authorize the Mayor to executed Amendment No. 3 to the Professional Services Agreement with Kimley Horn and Associates, Inc. (Kimley-Horn) in the amount of \$165,750 for a total not to exceed \$2,943,010 for additional assistance during bidding and construction phases and extending the term of the agreement for the Pacific Coast Highway (PCH) Signal Synchronization Project.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for Fiscal Year 2021-2022 in Account No. 310-9066-5100.00 (PCH Signal Synchronization Project). This project is fully funded through Los Angeles County Measure R funds administered by Los Angeles County Metropolitan Transportation Authority. There is sufficient funding available for this additional work.

WORK PLAN: This item was included as item 8I in the Adopted Work Plan for Fiscal Year 2021-2022.

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.

On March 8, 2021, City Council approved Amendment No. 2 to 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.

The project is currently being reviewed by Caltrans and is anticipated to be approved within the next few months. The project is also scheduled to be presented to the Planning Commission in May or June. At the completion of these items, the project will be advertised for construction bidding. Construction will likely begin in September and take 12 months to complete.

Amendment No. 3 to the agreement includes assistance during the project bidding and construction phases of the project. Additionally, the term of the agreement will be extended.

Staff recommends Council approve Amendment No. 3 to Agreement with Kimley-Horn.

ATTACHMENTS:

Amendment No. 3 to Agreement with Kimley-Horn

AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT is made and entered in the City of Malibu on May 9, 2022, 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. March 8, 2021, the City amended the Agreement to modify the scope of work to include the Nobu traffic signal modification, additional environmental technical studies and system integration services for the overall PCH signal system.
- D. The City desires to amend the Agreement to extend the term of the Agreement and include support during the bidding and construction phases, 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, 2024.
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. 3 remain in full force and effect.

This Agreement is executed on _____, at Malibu, California, and effective as of May 9, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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

JOHN COTTI, Interim City Attorney

By: Sri Chakravarthy, P.E 736 29
4/26/22

CONSULTANT: Kimley-Horn and Associates, Inc.

By: Greg S. Kyle, Sr. Vice President
4/26/2022

Greg Kyle
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EXHIBIT A – SCOPE OF WORK

INTRODUCTION

The scope of services for this amendment includes Bid Phase Support, Construction Phase Services, and Design Services During Construction (DSDC) 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.

SCOPE OF SERVICES

Kimley-Horn (Consultant) will assist the City during bidding and construction phase by attending meetings, answering contractor RFI's, reviewing the Contractor's submittals/shop drawings, conducting field observations, and preparing addenda and clarifications. Kimley-Horn will assist in the interpretation of bid documents, review of change orders and review of changed conditions in the field. Our scope assumes construction duration of up to 15 months. Our scope specifically includes the following three (3) tasks:

- 1. Bid Phase Services:** Consultant will provide support during a pre-bid meeting with potential bidders, respond to questions during bidding phase, prepare bid addendums, review bids, and prepare bid analysis. We will provide support in tabulating the bids received and evaluate general compliance of bids with the bidding documents. Our effort for this task initially assumes up to 100 hours.
- 2. Construction Phase Services:** Consultant will provide construction phase services specifically stated below:

Pre-Construction Conference: Consultant will attend a Pre-Construction Conference before the start of construction.

Site Visits and Construction Observation: Consultant will make visits as requested by the client to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Construction Meetings: Consultant will attend construction meetings on site as requested by the client.

Recommendations with Respect to Defective Work: Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Clarifications and Interpretations: Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

Change Orders: Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples: Consultant will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Substitutes and "or-equal/equivalent.": Consultant will evaluate and determine the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Substantial Completion: When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work: Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

Record Drawings: Consultant will prepare a record drawing showing significant changes reported by the contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-build but will be based on information made available.

Our effort for this task initially assumes up to 450 hours.

3. ***Design Services During Construction:*** Consultant will provide conceptual plans, design plans, preliminary estimates, or other design services for any changes that would be needed during the construction phase of this project. These services could be a result of changes initiated by the Client, Contractor, other agency, or due to field conditions. Our effort for this task initially assumes up to 300 hours.

EXHIBIT B – COMPENSATION SCHEDULE

Kimley-Horn will perform the services described in tasks 1 through 3 in the Scope of Services for a fee not to exceed **\$165,750**. Shown below is a breakdown of our proposed fee billings by task:

TASK NO.	TASK DESCRIPTION	FEE
1	Bid Phase Services	\$19,500
2	Construction Phase Services	\$87,750
3	Design Services During Construction	\$58,500
TOTAL COST		\$165,750