

4. Professional Services Agreements for the Pacific Coast Highway Quick Build Roundabouts Project

Recommended Action: 1) Add the Pacific Coast Highway (PCH) Quick Build Roundabouts Project to the City's Capital Improvement Program (CIP) for Fiscal Year (FY) 2024-25; and 2) Amend the adopted budget for FY 2024-25 to include Measure M Subregional Highway funding in the amount of \$2,000,000; and 3) Authorize the Mayor to execute a Professional Services Agreements with Kimley-Horn in the amount not to exceed \$279,376 for engineering design services for the PCH Quick Build Roundabouts Project.

Staff Contact: Public Works Director DuBoux, 456-2489, ext. 339



Council Agenda Report

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

Prepared by: Nadia Fahoum, Assistant Civil Engineer

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

Approved by: Alexis Brown, Deputy City Manager

Date prepared: January 29, 2025 Meeting date: March 24, 2025

Subject: Professional Services Agreements for the Pacific Coast Highway Quick Build Roundabouts Project

RECOMMENDED ACTION: 1) Add the Pacific Coast Highway (PCH) Quick Build Roundabouts Project to the City's Capital Improvement Program (CIP) for Fiscal Year (FY) 2024-25; and 2) Amend the adopted budget for FY 2024-25 to include Measure M Subregional Highway funding in the amount of \$2,000,000; and 3) Authorize the Mayor to execute a Professional Services Agreements with Kimley-Horn in the amount not to exceed \$279,376 for engineering design services for the PCH Quick Build Roundabouts Project.

FISCAL IMPACT: Funding for the PCH Quick Build Roundabouts Project was not included in the Adopted Budget for FY 2024-25. On February 27, 2025, the Los Angeles County Metro Board approved Measure M Subregional Highway Funds for this project in the amount of \$2,000,000. On March 6, 2025, the PCH Quick Build Roundabouts project was presented to the Administrative and Finance (A&F) Subcommittee. The A&F Subcommittee recommended moving forward with the project utilizing Metro Measure M funding. Below is a breakdown of the estimated project costs and available funding:

Project Estimate		Project Funding	
Design	\$279,376	Metro Measure M	\$2,000,000
Construction	\$1,720,624		
Total	\$2,000,000	Total	\$2,000,000

The project is fully funded within the available Measure M allocation.

STRATEGIC PRIORITY: This item supports the PCH Safety priority identified in the Adopted FY 2024-25 Strategic Priority Project List.

DISCUSSION: The PCH Quick Build Roundabouts Project consists of the design and construction of a single lane roundabout at the intersections of El Matador State Beach entrance and Encinal Canyon Road. The two roundabouts are to be designed and constructed with a “quick build” modular roundabout system. This system includes modular curb units that can be attached to the existing asphalt surface. These units can create the curbs needed to form the roundabouts. The installation of these units takes substantially less than a typical roundabout.

PCH is comprised of four travel lanes (two in each direction) with a two-way left turn lane; this project will reduce the travel lanes going into the roundabout from two lanes to one lane but will retain two travel lanes existing the roundabout in each direction. The project will also include new traffic striping and signage, solar streetlights, and pedestrian crosswalks and will include solar horizontal rapid flashing pedestrian beacons.

The overall objective of this project is to improve the safety and operations of the highway through strategically placing these roundabouts at the intersections of Encinal Canyon Road and El Matador Beach along Pacific Coast Highway, providing continuous traffic flow, speed control, and improved accessibility for pedestrians and cyclists.

On December 5, 2024, the City issued a Request for Qualifications/Proposals (RFQ/P) for engineering design services for the Pacific Coast Highway Quick Build Roundabouts Project. On January 9, 2025, the City received two proposals. All proposals were reviewed and evaluated by staff. Based upon the consultant’s qualifications to perform the work needed by the City, staff identified Kimley-Horn as the most qualified firm.

Kimley-Horn has successfully provided exceptional services to local municipalities. They have demonstrated extensive experience designing roundabouts and have performed numerous projects within Caltrans right-of-way.

On March 6, 2025, the PCH Quick Build Roundabouts project was presented to the Administrative and Finance (A&F) Subcommittee. During the A&F Subcommittee meeting, it was recommended to include this project as part of the City’s CIP for FY 2024-25 with a budget of \$2,000,000, Measure M Subregional Highway funds allocated to this project. Staff is working with Los Angeles County Metro (“Metro”) on preparing a funding agreement that will be brought back to City Council at a future date. To initiate this project, the City has sent Metro a letter of no prejudice allowing the use of these funds. This will allow the project to move forward and incur project expenses prior to the execution of the funding agreement. This will significantly reduce the project schedule and allow the City to complete the project sooner.

Staff recommend adding the PCH Quick Build Roundabouts project to the City’s CIP for FY 2024-25, amending the adopted budget for FY2024-25 to include Measure M Subregional

Highway funding in the amount of \$2,000,000, and authorizing the Mayor to execute a professional services agreement with Kimley-Horn in an amount not to exceed \$279,376 for engineering design services for the project.

ATTACHMENTS: Professional Services Agreement with Kimley-Horn

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of March 24, 2025 by and between the City of Malibu (hereinafter referred to as the "City"), and Kimley-Horn and Associates, 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 to engineering design services for the Pacific Coast Highway Roundabouts near El Matador Beach and Encinal Canyon Road.

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 March 10, 2025, 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 Exhibit A, Scope of Work and Exhibit B, compensation schedule. The cost of services shall not exceed \$279,376. 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. Consultant further agrees to comply with all provisions in the attached Exhibit C which is incorporated herein.

6.5 Indemnification.
 To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault.

Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and the parties cannot mutually agree on Consultant's percentage of fault, the parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

6.5.1. Duty to defend:

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

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:	Joseph D. Toney Acting City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 224 FAX (310) 456-2760	CONSULTANT:	Sri Chakravarthy Senior Vice President Kimley-Horn and Associates, Inc. 25152 Springfield Ct., Ste. 200 Santa Clarita, CA 91355 TEL (213) 261-4037
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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 _____

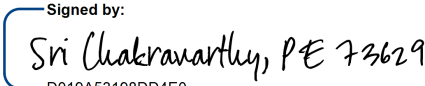

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant 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  _____

This Agreement is executed on _____, at Malibu, California, and effective as of March 24, 2025.

CONSULTANT:

Signed by:

D019A63198DD4E0...
By: Sri Chakravarthy
Senior Vice President 

CITY OF MALIBU:

DOUG STEWART, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney

EXHIBIT A

SCOPE OF WORK

We have developed the scope of services under the assumption that the improvements will be completed and approved through the Caltrans Encroachment Permit Office Process based on the project complexity, construction cost, and as determined by the Caltrans Applicable Review Checklist. The work in Caltrans ROW will require a set of plans approved by the Caltrans permit office.

Kimley-Horn has carefully reviewed the scope of work included in the City's RFP. The following scope is fully adherent to the scope of work in the RFP and provides additional clarification as to our approach to delivering on a critical schedule and completing this important project.

Task 1: Data Collection, Topographic Survey and GIS Maps

Task 1.1: Data Collection

Kimley-Horn will research existing utility infrastructure, both above and below ground, and maintain a utility matrix log identifying responsible parties, utility type, size, material, disposition, and financially responsible party for any relocations. Kimley-Horn will research franchise utilities, Prior Rights, and lead utility coordination with the City and/or third-party utility companies. Kimley-Horn will complete the following as part of this project:

- Document known utilities in the project vicinity, including the quality and reliability of the data, and the potential effects the project may have on them. These items will be documented in a utility conflict matrix.
- Provide recommendations for utility investigations if determined necessary.
- Prepare a utility composite drawing or file with appropriate supporting documents. The drawing may be a utility plan sheet if determined necessary for inclusion on the plan set.

Kimley-Horn will conduct a records search and coordinate with the City to identify utility agencies that should be contacted given the project area. Kimley-Horn will prepare "A" letters to request as-built information for the project area and any future projects that are identified from utility agencies. Pertinent utility information will be incorporated into the topographic base mapping as necessary. The team will verify that utility information is accurately reflected in the base mapping and incorporate additional information from utility requests into the project base mapping. Caltrans will require a Utility Certification that includes the records from this utility process. Conflict letters ("B" letters) will be sent out to the appropriate utility agencies to reflect the proposed improvements and assess the locations of their facilities as incorporated into the base mapping for potential conflicts. Potential conflicts will be identified and the team will work to resolve conflicts prior to final design. Once the final design is complete, notice to relocate letters ("C" letters), if necessary, will be sent out to the appropriate utility agencies after final design is approved. A Utility Matrix will be updated to track correspondence and coordination with the various utility owners and the ultimate disposition of each utility within the project limits.

In addition to utility information, Kimley-Horn will collect existing as-built plans, documents, collision data, existing traffic and design studies, ROW, environmental, and other information pertinent to this proposed project from Caltrans, the City, and the County of Los Angeles.

Deliverables:

- Utility “A,” “B,” and “C” Letters
- Utility Log Matrix (Excel format)
- Utility Certifications

Task 1.2: Topographic Survey and GIS Maps

Our survey subconsultant **MNS Engineers, Inc.** will provide a topographic survey, if deemed necessary, to be used as a basemap and will incorporate existing utility information for the project. The survey work will include topographic survey basemaps as noted below.

Perform field survey to locate pavement, curbs, drives, walks, fences, walls, planters, and visible surface utilities, together with topographic features such as tops, toes, flow lines, grade breaks, etc. at each return. Given the high number of underground utilities, locate any subsurface utilities with mark outs using GPR. The field survey will also identify ROW limits. Pavement and surface materials will also be identified. The limits of each survey will include up to 30 feet beyond each end of return, approximately 5 to 7 feet into the roadway, and grade locations approximately 3 to 5 feet beyond the apparent ROW (if accessible).

Perform field survey to search for and document existing record monuments sufficient in number to compile the record documents. The monuments will be tied to the project control survey and will be used to orient the boundary to the project mapping datum.

Download and compute survey data and prepare an AutoCAD drawing file. The mapping will be compiled at a scale of 1” = 10’ with a 1-foot contour interval. Each surveyed feature will be clearly labeled or noted by symbol as identified in the field.

Kimley-Horn will prepare project location maps for the City’s existing GIS platform.

Deliverables:

- Topographic Survey with utility mapping
- Preparation of Base mapping

Task 2: Project Management, Quality Control/Quality Assurance, and Caltrans Coordination

Task 2.1: Project Progress Reports and Schedule

A project schedule will be prepared and maintained by Kimley-Horn. Kimley-Horn will prepare and deliver an initial schedule within the first two weeks following the issuance of notice to proceed. The schedule will include tasks, project milestone dates, and City review periods for project submittals. The schedule will identify the critical path of activities and will be updated monthly, or as required, to reflect changes and progress on major milestones throughout the duration of the project.

Kimley-Horn will prepare monthly project progress reports to accompany the invoices. These progress reports will include

- Progress reports with a description of work during the reporting period and planned work for the next reporting period
- Cost reports with a with the current expenditures, remaining fee, percent completion, and total fee
- Schedule summaries
- Invoices with breakdowns by task and staff level

Deliverables:

- Project Schedule in Microsoft Project Format, with up to four (4) updates throughout the project duration, assumed to be nine (9) months
- Monthly Invoices with Progress Reports

Task 2.2: Project Status Meetings

Kimley-Horn will initiate the project by meeting with the City and Caltrans to discuss the improvements and coordinate our planned approach. Kimley-Horn will provide project management for each task detailed in this scope of services. This will include providing project management for the duration of the project and coordination with Caltrans and the City of Malibu. Kimley-Horn will attend one project kick-off meeting with the City, one pre-application meeting with Caltrans, and participate in up to six (6) project meetings, and communicate through emails and phone calls, throughout the length of the project.

Deliverables:

- Meeting Agendas
- Meeting Minutes with Action Item List

Task 2.3: Project Management

Kimley-Horn will provide project management for each task detailed in this scope of services. This will include providing project management, administrative support, and project accounting for the duration of the project and coordination with Caltrans and the City.

Task 2.4: Quality Assurance/Quality Control

Kimley-Horn will implement its QC/QA program, which includes a senior-level review of project deliverables. The QC/QA program will identify the major project deliverables at the beginning of the project, and notifications will be sent out to the team ahead of deliverables to schedule QC reviews. The project manager will schedule reviews and make sure they are completed. Upon completion of QC reviews, the technical manager and task leaders will review the comments and determine appropriate revisions and responses to comments. The technical manager will then conduct a follow-up meeting to “close the loop” with the QC reviewer and obtain approval of comment resolutions. The project manager will oversee the QC/QA process and will resolve any conflicting comments between the QC reviewer, technical manager, and independent reviewers performing work.

Task 2.5: Caltrans Coordination

Based on our project understanding and approach described earlier in this section, we anticipate that Caltrans approvals will be processed through an Encroachment Permit Process, and that approvals will not be processed through the Project Delivery quality management assessment process (QMAP), which encompasses the design engineering evaluation report (DEER) or full oversight. Kimley-Horn will assist the City in consulting with the Caltrans District 7 Encroachment Permit Engineer during preliminary design to evaluate the appropriate Caltrans approval process and gain exceptions to allow the project to fall within the permit process. Kimley-Horn will prepare a Caltrans submittal package and assist the City in obtaining Caltrans approvals for the project by applying for the Caltrans Encroachment Permit through the Caltrans Encroachment Permit System (CEPS) website and submitting to the District 7 Encroachment Permits office. This consists of coordinating Caltrans reviews and coordinating comment iterations. We will attend up to four meetings with Caltrans staff. The Caltrans submittal package will include the following additional items not previously mentioned in the scope of services:

- **TR 0416 Application Form**
- **TR 0100 Application Form**
- City-approved/completed **Environmental Documentation**, including a traffic memorandum: Kimley-Horn will collect and analyze traffic data and queuing data and will prepare a memorandum documenting the analysis, methodology, and results. We will prepare a draft memorandum and address one set of consolidated comments prior to finalizing the draft memorandum to submit along with the Standard Encroachment Permit Application.
- **Optional – Design Support Decision Document (DSDD):** As an optional task, Kimley-Horn will prepare a DSDD to document the existing non-standard features such as shoulder widths, lane widths, median widths, or other features.
- Coordinate **Owner Authorization Letter** with the City
- **Utility Certification:** Kimley-Horn will prepare a utility certification that includes the records from the utility process
- **Plans and Estimate for improvements in the Caltrans ROW:** Kimley-Horn will prepare final plans and estimate, as described in Task 4.3. The final plans will be submitted to Caltrans as part of the encroachment permit.

Deliverables:

- Caltrans Encroachment Permit Application Package
- Environmental Documentation
- DSDD (Optional)
- Utility Certification
- Plans and Estimate

Task 3: Roundabout Planning and Approval/Environmental Clearance and Permitting

Task 3.1: Concept Roundabout Layouts

Roundabout conceptual layouts will be prepared using project CADD files. Colored, 2D concept renderings will depict critical roundabout features and geometric design elements based on roundabout operations. In addition, the layouts will include color coded areas identifying quick-build raised element opportunities and potential sight line constraints based on estimated sight

lines. Project constraints and right-of-way will be identified. Key features evaluated during this phase typically include:

- Size and location of roundabout relative to right-of-way, environmental, and geometric constraints
- Approach and departure alignment
- Local access impacts and circulation
- Design speed, design vehicle, and sight line considerations (Calculations will not be conducted at this phase of concept refinement. Design check calculations will be completed with preliminary engineering)
- Travel paths for bicyclists and pedestrians
- Continuity for pedestrian travel and access to transit facilities

Up to two concepts will be considered at each intersection. In some cases, there may be a hybrid of various features that help explore the range of options and tradeoffs for each concept. Options and trade-offs typically include variations on the roundabout inscribed circle diameter and central island, location of the roundabout, and variations in the approach and departure geometry. It is assumed that constraints at the project location will be identified and provided to Kimley-Horn prior to development of the refined project concepts. This scope assumes development of two draft concept layouts for review by the City and Caltrans. After review, one round of adjustments to the layout are included.

Deliverables:

- Concept roundabout layouts

Task 3.2: Geometric Approval of Roundabouts

This task includes the preparation of preliminary engineering drawings and roundabout design check calculations to obtain geometric approval of the preferred roundabout concept developed under Task X.1. Preliminary engineering plans for the roundabout are assumed to extend to the point where the roundabout conforms with existing street infrastructure or proposed street typical section, whichever is less.

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. If site conditions or other constraints require a deviation from guidance described in the Highway Design Manual or NCHRP Report 1043, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested. The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to three (3) design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance
- Stopping Sight Distance

Deliverables:

- Draft roundabout layout and design checks technical memorandum in PDF format
- One round of revisions and response to consolidated comments
- Final roundabout layout and design checks for geometric approval

Task 3.3: Environmental Clearance and Permitting

Kimley-Horn will research and prepare technical analysis for environmental documentation and determine what permits are required for this project. These permits include, but are not limited to, Caltrans, Los Angeles RWQCB, Army Corp, California Fish and Wildlife, County of Los Angeles, Southern California Edison, Los Angeles County Metropolitan Transportation Authority, and City of Malibu Coastal Development Permits. Kimley-Horn will complete and apply for up to three permits for the City of Malibu as part of this task. Kimley-Horn will complete the following for Environmental Clearance:

- Prepare environmental documents consistent with CEQA Guidelines for review and approval by the City following completion of appropriate technical analysis and studies. It is assumed that the project will be Categorically Exempt.
- Prepare the Coastal Development Permit Application for review by the City and submittal to the California Coastal Commission, up to two (2) submittals.
- Prepare technical analysis or studies consistent with the City of Malibu's Local Coastal Program as required for the Coastal Development Permit.
- Prepare the environmental documents (assumed to be a Categorically Exemption) and the Coastal Development Permit application for public circulation.
- Prepare responses to public review of draft environmental documents and the Coastal Development Permit application, up to two (2) rounds of comments.
- Determine the permitting documents and process required by Caltrans (Project Report, Project Study Report, Preliminary Engineering Evaluation Report, or Encroachment Permit), up to three (3) submittals.
- Prepare required permit application documentation, including technical studies (as noted above) and notifications, for the project in accordance with respective City of Malibu and Caltrans standards and procedures, up to three (3) submittals.

Deliverables:

- Categorically Exemption, up to three (3) submittals, including supporting documentation and analysis
- Coastal Development Permit Application, up to two (2) submittals
- Caltrans Permit Application, up to three (3) submittals

Task 4: Final Design

Task 4.1: 75% Design Submittal

Following the completion of the Preliminary Design stage, Kimley-Horn will advance the plans to the 75% design stage. It is assumed the plans will be completed on City Plan Sheet Borders and one set of plans will be prepared and used for both Caltrans and City approval. Kimley-Horn will continue to develop the design based on the preliminary design approved by the City. The base plans will be prepared using AutoCAD in English units using Caltrans symbology. The following plan sheets will be included:

- Title Sheet (1 Sheet)
 - General Notes (1 Sheet)
 - Survey Control Plan (2 Sheets) at 1" = 20'
 - Demolition Plan (2 Sheets) at 1" = 20'
 - Roundabout Plans and Profiles (2 Sheets) at 1" = 20'
 - Signing and Striping (2 Sheets) at 1" = 40'
- Total = 13 Sheets**

Kimley-Horn will also prepare the 75% opinion of probable construction cost estimate based upon the preliminary opinion of probable construction cost estimate. Kimley-Horn will submit the set of plans, technical specifications, and cost estimate for City and Caltrans review in PDF and hardcopy format at the 75% design level.

Kimley-Horn will prepare a Stormwater Pollution Prevention Plan (SWPPP) that satisfies the requirements of the City's stormwater program, Caltrans requirements, the California State Water Resources Control Board Construction General Permit (CGP) Order 2022-0057-DWQ (with amendments), effective date September 1, 2023, and all other applicable regulatory agencies. The SWPPP will determine the preliminary risk level for the project.

The SWPPP is intended to be a draft document until the project's implementation by the selected contractor. The selected contractor will finalize, submit and pay for fees to the State Water Board. The selected contractor will be responsible for the implementation of construction BMPs.

Deliverables:

- 75% Plans
- 75% Technical Specifications
- 75% Opinion of Probable Construction Costs
- 75% SWPPP

Assumptions

- Storm drain plans are not anticipated.
- Landscaping, irrigation, and hardscape plans are not required.
- No horizontal utility adjustments or relocations are anticipated, only possible vertical adjustments for vaults, covers, and manholes.
- No ground penetrating radar (GPR) will be utilized during utility investigations for design of traffic signal pole locations.

Task 4.2: 90% Design Submittal

Following one set of consolidated comments from the City and Caltrans on 75% design submittal, Kimley-Horn will advance the design package to 90% design level and submit the set of plans, technical specifications, opinion of probable construction cost estimate, and SWPPP for City and Caltrans review.

Deliverables:

- 90% Plans

- 90% Technical Specifications
- 90% Opinion of Probable Construction Costs
- 90% SWPPP

Task 4.3: Final Submittal

Following one set of consolidated comments from the City and Caltrans on 90% design submittal, Kimley-Horn will advance the design package to final design level and submit the set of plans, technical specifications, opinion of probable construction cost estimate, and SWPPP for City and Caltrans approval. The final plans and specifications shall be stamped and signed by a licensed professional engineer.

Deliverables:

- Final Contract Plans
- Final Contract Technical Specifications
- Final Opinion of Probable Construction Costs
- Final SWPPP

Task 5: Bid Phase and Construction Support Services

Task 5.1: Bid Phase Support

Kimley-Horn will provide bid phase support to the City. In support of this effort, the Kimley-Horn team will conduct the following activities:

- Attend pre-bid meeting with potential bidders
- Respond to questions from potential bidders on the design and construction portion of the advertised project
- Draft construction bid addendum, as requested by the City
- Collate and summarize all construction bids in spreadsheet format showing a side-by-side comparison of engineer's estimate and the contractor bids submitted.

This task assumes up to 40 hours of effort.

Task 5.2: Construction Support

Kimley-Horn will provide construction support to the City. In support of this effort, the Kimley-Horn team will conduct the following activities:

- Attend one Pre-Construction Meeting
- Attend up to two (2) in-person construction meetings on site as requested by the City
- Respond to up to five (5) requests for information (RFIs)
- Contractor Equipment Submittal/Shop Drawing Reviews, including evaluating and determining the acceptability of substitute or "or-equal/ equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents

This task assumes up to 40 hours of effort.

Assumptions

SWPPP monitoring to be excluded.

Category/Title	Billing Rate
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[illegible]

EXHIBIT C
INSURANCE LANGUAGE

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess

over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with

the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com FAX (A/C, No):														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B: Allied World Assurance Co (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER C: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D: Lloyd's of London</td> <td>85202</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburg	19445	INSURER B: Allied World Assurance Co (U.S.) Inc.	19489	INSURER C: New Hampshire Insurance Company	23841	INSURER D: Lloyd's of London	85202	INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER: 968255476****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Pacific Coast Highway Roundabouts near El Matador Beach and Encinal Canyon Road; Srikanth Chakravarthy. The City, its officers, agents, employees, and volunteers are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Malibu, CA
 23825 Stuart Ranch Road
 Malibu CA 90265

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is
amended to add:**

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. CA4489663
issued to **KIMLEY-HORN AND ASSOCIATES, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2024 forms a part of Policy No. WC 015-89-3686

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By **New Hampshire Insurance Company**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.