



REPORT TO CITY COUNCIL

DATE: JUNE 11, 2014

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO ADEVA, PUBLIC WORKS DIRECTOR/CITY ENGINEER 

SUBJECT: REQUEST TO APPROVE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR ADDITIONAL ENGINEERING SERVICES TO EVALUATE THE KANAN ROAD AND AGOURA ROAD ROUNDABOUT PROJECT

The City has a professional agreement with Kimley-Horn and Associates, Inc. (KHA), for the engineering design services for the completion of design of the roundabout at the intersection of Kanan Road and Agoura Road. Complete construction plans, specifications, and construction cost estimates were part of this agreement. The first amendment provided final design details in-line with the Agoura Road Widening Project, which included revised landscape, hardscape and irrigation plans, critical to ensuring a smooth transition from the interim and ultimate intersection improvements.

On May 14, 2014, the City Council adopted the final Mitigated Negative Declaration and adopted a resolution approving the design plans and final project area limits for the Agoura Road and Kanan Road Roundabout Project. As part of these adoptions and approval, City Council also directed staff to provide an evaluation and comparison of the approved roundabout configuration with that of a conventional signalized intersection. The evaluation would include traffic analysis and conceptual plan of a proposed signalized intersection comparable to the roundabout configuration at the intersection of Agoura Road and Kanan Road. Additionally, the analysis would show by modeling how this potential intersection configuration affects the adjacent Kanan Road and US 101 SB ramps. The evaluation of a signalized intersection at this intersection would meet the same level of operation compared to the proposed roundabout, which includes achieving the same performance measures as LOS, queuing, delay in seconds per vehicle, volume to capacity ratios per movements.

The additional services for the Roundabout Project, as described above, are in the amount of \$23,500. This amendment would be the second to KHA's professional agreement for the roundabout. Both design and construction of the Roundabout Project will be funded through Measure R.

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

RECOMMENDATION

City Staff recommends the City Council:

1. **Approve the second amendment to the professional services agreement with Kimley-Horn and Associates, Inc.**
2. **Authorize the Mayor to sign the amendment to agreement on behalf of the City Council.**

AGREEMENT (AMENDMENT) ROUTING SLIP FOR

Kimley-Horn and Associates, Inc.

Consultant Name (\$25K and Over Amendment)

Attached, please find (check one of the following boxes):

Note: As all Amendment templates are customized, Outside Agency Amendment review and approval is required (Section 1) Complete Sections 1 and 2

City Agreement Amendment Complete Sections 1 and 2

Special Amendment Complete Sections 1 and 2

Section 1 – Approve template and/or changes to insurance: Receive Department Head approval to amend agreement. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for amendment template review and approval. Attach City Attorney email response (approval) to this slip.

[Signature] (Dept. Head Initials/Date)
Authorization to Amend Agreement

_____ (Risk Manager Initials/Date)
Approval to Forward to City Attorney

_____ (Risk Manager Initials/Date)
Insurance Amended (See Notes Below)

_____ Staff Initials(From No. 1 Below)
City Attorney Email Approval Attached

NA (Risk Manager Initials/Date)
Approve Template (See Notes Below)

_____ Staff Initials/Date
Other (See Notes Below)

Section 2 – Signed Amendment received from Consultant. Sign/date and attach this routing slip to the proposed amendment and route to staff in the order listed below (i.e., 2-4). Submit the signed amendment, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Amendments without the appropriate insurance attached will be returned to the department. A copy of the final amendment will be provided to the Consultant and the staff person (in Item No. 1 below)

1. [Signature] 6/5/14
Prepared by (Staff Name/Date)

2. [Signature]
Department Head – Date
(Authorization to forward to Risk Mgr/Clerk)

3. [Signature] 6/5/14
Risk Manager – Date
(Insurance Review/Approval)

4. [Signature]
City Clerk – Date
(Format Review/Final Distribution)

– FOR CITY CLERK USE ONLY –

Year: _____ Month/Day: _____
Amendment/Insurance Received: _____
To City Attorney for Signatures: _____
To City Manager/Mayor for Signatures: _____
City Attorney Email/Scope Attached: _____
Distributed to Consultant/Staff: _____
Laserfiche/Log/Index/File: By: _____
Insurance Logged: By: _____

Notes: - INSURANCE IN PLACE ON EXISTING AGREEMENT

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND KIMLEY-HORN AND ASSOCIATES, INC.**

Kanan/Agoura Road Roundabout Project

THIS SECOND AMENDMENT is made and entered into as of June 11, 2014, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Kimley-Horn and Associates, Inc. (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

a. On October 10, 2012, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services", in the amount of Ninety-Six Thousand Dollars and Zero Cents (\$96,000.00).

b. On December 11, 2013, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for Consultant Services," to add scope of work, increase the payment in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) and extend the term to no event later than June 30, 2014.

c. The parties now desire to add scope of work, extend the term of the agreement to June 30, 2015, increase the payment in the amount of Twenty-Three Thousand Five Hundred Dollars and Zero Cents (\$23,500.00), and to amend the Agreement as set forth in this Amendment.

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

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2015 unless sooner terminated pursuant to the provisions of this Agreement."

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

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The SECOND Amendment amount shall not exceed Twenty-Three Thousand Five Hundred Dollars and Zero Cents (\$23,500.00), for additional engineering design services for a total Agreement amount of One Hundred Thirty-Nine Thousand Five Hundred Dollars and Zero Cents (\$139,500.00)."

4. Exhibit "A" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

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

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

CITY OF AGOURA HILLS

William D. Koehler,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

KIMLEY-HORN AND ASSOCIATES, INC.

660 South Figueroa Street, Suite 1040
Los Angeles, CA 90017
Robert D. Blume
213-261-4040

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Signatures of Two Corporate Officers Required]

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.

This is the second amendment to the Agreement for Consultant Services, between the City of Agoura Hills (City) and Kimley-Horn and Associates, Inc. (Consultant), dated October 10, 2012. Exhibit A of said Agreement is hereby amended as follows:

The Additional Scope of Services described below is based on a proposal received on June 2, 2014 from Consultant to City, which outlined the additional services requested to evaluate and compare a roundabout and conventional signalized intersection at the Kanan/Agoura Road Intersection. As part of the evaluation and comparison, the Consultant shall prepare traffic analysis, conceptual level plans and VISSIM micro-simulation models.

The Consultant's services shall include, but not be limited, to the following:

Task 1: Project Initiation Meetings and Administration

Provide project administration and attend up to two (2) meetings.

Task 2: Traffic Analysis

Analyze intersection operations for a conventional intersection configuration at Agoura Road and Kanan Road using Synchro analysis software. The analysis will be based upon the City Traffic Impact Analysis requirements and will identify the volume to capacity ratio and level-of-service (LOS).

Utilize the existing traffic data from the roundabout traffic analysis. Weekday peak hour intersection operations will be calculated for the following scenarios:

- Opening Year (typically includes projects in the area and background growth factor)
- Buildout Conditions

Evaluate other improvements for the conventional intersection to arrive at the same level of operation compared to the proposed roundabout. The level of operation could include achieving the performance measures, such as LOS, queuing, delay in seconds per vehicle, volume to capacity ratios per movement, or others. The improvements could include physical improvements at the intersection such as additional lanes, traffic signal timing, phasing and synchronization improvements, or others. An intersection analysis will be completed to test the effectiveness of the recommended improvements.

Task 3: Conceptual Plan Development

Prepare a conceptual level plan for the proposed conventional intersection configuration. The plans will help identify anticipated additional Right-of-Way. This plan will be prepared at a 1"=40' scale and will show existing and proposed lane layouts. It will also show parkway, sidewalk, curb extensions, preliminary grading limits and medians. These items will be shown conceptual in nature.

Task 4: Documentation

Prepare a technical memorandum that includes the study procedure, methodology, results and conclusions. The memo will include the conceptual plan, graphics and references. All technical worksheets, including LOS and intersection capacity analysis will be attached to the memo.

Submit up to two (2) hard copies and an electronic copy of the draft to the City. Upon receipt of consolidated set of comments on the draft memo, Consultant shall submit up to two (2) hard copies and an electronic copy of the revised memo to the City.

Task 5: VISSIM Modeling

Analyze the intersection layouts for future conditions peak hour as follows:

- Extend the roundabout VISSIM model previously completed for Agoura Road and Kanan Road intersection to visually include the intersection of Kanan Road and US-101 SB ramps; and
- Prepare a VISSIM model for the conventional intersection layout at Agoura Road and Kanan Road.

The VISSIM models will be calibrated to represent actual field conditions during the future conditions of peak hour operations. A video file of the micro-simulation shall be submitted to the City for presentation of the City Council.