City Council Meeting
05-11-26
Item 1.B.6.

Council Agenda Report

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

Prepared by: Brandie Ayala, Interim Public Works Administration Manager

Reviewed by: Tatiana Holden, Interim Public Works Director/City Engineer

Approved by: Joseph D. Irvin, City Manager

Date prepared: April 22, 2026 Meeting date: May 11, 2026

Subject: Amendment to Professional Services Agreement with Chen Ryan & Associates

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RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 3 to Professional Service Agreement with Chen Ryan & Associates (CRA), Inc. dba CR Associates, for additional design engineering services and support during construction for the Pacific Coast Highway (PCH) Right Turn Improvements – Trancas Canyon Road Project in the amount of $40,000 for a total not to exceed $260,440.62.

FISCAL IMPACT: Funding for this project is included in the Adopted Budget for Fiscal Year 2025-2026 in Account No. 310-9100-5100.00 (PCH at Trancas Canyon Right Turn Lane). The funds identified for this project are through Los Angeles County Metropolitan (Metro) Measure R Transportation Funds. This amendment of $40,000 is sufficient to complete the remaining items for design and will provide additional support during construction. The overall funding, in the amount of $1,325,000, is sufficient to complete the construction of the project. See the table below.

Project Funding		**Project Estimate**	
Measure R	$1,325,000	Design	$260,441
		Construction	$1,064,559
Total Funding	**$1,325,000**	**Total Estimate**	**$1,325,000**

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: On May 9, 2022, the City entered into an agreement with CRA to provide engineering consultant services for the PCH Right Turn Improvements – Trancas Canyon

Road. The project was recommended by the 2015 PCH Safety Study with the assigned priority number 22 out of 130. The project objective is to improve safety and operations on PCH by adding a new dedicated westbound right-turn lane on PCH. The project will also include reconfiguring and restriping the westbound travel lanes on PCH and traffic signal modifications to accommodate the proposed right-hand lane. The proposed right turn lane has been coordinated with Caltrans' Trancas Bridge Replacement Project. The new right-hand lane will reduce traffic conflicts and collision incidents and will provide a safer environment for vehicles and pedestrians.

On August 26, 2024, Council approved Amendment No. 1 for additional services to prepare new necessary project documentation required by Caltrans including shoulder, medians, non-horizontal clearance associated with utility poles, traffic data, and updated detailed engineering and environmental documents.

On October 27, 2025, Council approved Amendment No. 2 additional support services during construction, to assist in submittal reviews, respond to request for information, and any other items that may arise during the construction phase and extends the term of the agreement.

This amendment includes increasing the total amount of the agreement to compensate CRA for performing additional designs services including the preparation of a design engineering evaluation report as part of Caltrans requirements for an encroachment permit. Beyond this amendment, there is sufficient funding for the construction of this project.

The project is currently in the final design phase. On April 20, 2026, Caltrans issued an encroachment permit for the project. Staff is finalizing the construction documents and anticipates construction to start in September 2026.
Staff recommends the City Council authorize the Mayor to execute Amendment No. 3, increasing the agreement in the amount of $40,000 for a total not-to-exceed amount to $260,440.62.

ATTACHMENTS:

1. Amendment No. 3 to Professional Services Agreement with CRA

Docusign Envelope ID: 9C88F230-AE44-84C1-83A7-3F1809383FD5

AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT is made and entered in the City of Malibu on May 11, 2026, by and between the CITY OF MALIBU, a municipal corporation, hereinafter referred to as City, and Chen Ryan Associates, Inc., a California Corporation (dba CR Associates), hereinafter referred to as Consultant. City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

RECITALS

A. On May 9, 2022, the City entered into an Agreement with Consultant for engineering design services for the Pacific Coast Highway Right Turn Lane at Trancas Canyon Road (the "Agreement").

B. On August 26, 2024, the parties entered into Amendment No. 1 to amend the Agreement. Amendment No. 1 modified the project design to include Caltrans' current standards including shoulder medians, non-horizontal clearance associated with utility poles, support documentation with requested traffic data, and updated detailed environmental and engineering.

C. On October 27, 2025, the parties entered into Amendment No. 2 to amend the Agreement. Amendment No. 2 further modified the Scope of Services for the Agreement to include final design, bid support services, submittal reviews and support during the construction phase, increasing compensation, and extend the term of the Agreement to expire May 9, 2027.

D. The Parties desire to further amend the Agreement to increase Consultant's compensation and expand the scope of work to include addressing Caltrans comments, completing permit documentation, and advancing the project to construction.

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. The Scope of Work set forth in Exhibit A shall expand the Consultant's duties the scope of work set forth in the original agreement.

2. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended in the amount of $40,000 for a new total not to exceed $260,440.92 as set forth in Exhibit A attached hereto. The compensation set forth in Exhibit A is in addition to the compensation set forth in the original Agreement.

3. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

4. Authority to Execute. Each person executing this Amendment represents and warrants that they are duly authorized to execute this Amendment on behalf of the Party for whom they are signing and to bind that Party to the terms herein.

5. 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.

6. All terms and conditions of the Agreement not amended by this Amendment No. 3 remain in full force and effect.

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This Agreement is executed on 5/1/2026, at Malibu, California, and effective as of April 1, 2026 (the "Effective Date").

CITY OF MALIBU:

_____
BRUCE SILVERSTEIN, 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

CHEN RYAN ASSOCIATES, INC.,
a California Corporation (dba CR Associates):

Signed by:
Adam S Chase
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By: Adam S Chase
Title: Principal / Executive Vice President

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Exhibit A

April 13, 2026

Jorge Rubalcava,
City of Malibu
Senior Civil Engineer

Re: Amendment #3 to the Contract for PCH Right Turn Lane at Trancas Canyon Road

Dear Mr. Rublacava,

CR Associates (CRA) [formerly Chen Ryan Associates, Inc.] is submitting this amendment #3 to the scope of work and fee to the City of Malibu (the "Client") to continue to provide professional engineering services for finalizing the project, bidding support, and construction support which is needed to address Caltrans documentation to the CRA submitted project (the "Proposed Project").

Amendment #3 to the Scope of Services

Task 10 Additional Services

Following our previous change order for Caltrans encroachment permit coordination, CRA received several rounds of Caltrans comments that required significant additional effort beyond the original scope of amendment #2. The bid support work was placed on hold pending resolution of those comments, and the extent of the required revisions and coordination has necessitated additional design and permitting support.

CRA requests an additional $40,000 to cover the continued work required to address Caltrans comments, complete permit documentation, and advance the project to construction. All work will continue to be performed on a time-and-materials basis and will include permit requirement completion, bid support, and construction design support as previously outlined.

Additional Services

Any services not specifically described in the above scope, as well as any changes proposed by City or Caltrans in the scope the Client requests, will be considered Additional Services and will be performed at our hourly rates. Prior to commencing the Additional Services, Consultant shall obtain prior written approval from the Client.

Project Schedule

We are continuing to support the project as needed.

Compensation

CRA will perform the additional scope of services outlined above on a time and materials basis not to exceed $40,000.

We appreciate the opportunity to submit this proposal. Sincerely,

Adam Chase, PE, TE
Principal / Executive Vice President