

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF DESERT HOT SPRINGS
AND
KOA CORPORATION**

This Professional Services Agreement ("Agreement") is made and entered into this 27 day of September, 2017, by and between the City of Desert Hot Springs, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as the "City," and KOA a Corporation, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, the City desires to utilize the services of Consultant, as an independent contractor, to perform Professional Engineering Services-SSARPL-5384-014 PROJECT # 2017-03 ("Services"); and

WHEREAS, Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

Section 2. SCOPE OF SERVICES

Consultant shall provide to the City those Services as set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by this reference, at the time, place, and in the manner specified therein, in a manner satisfactory to the City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In the event any conflict exists between this Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.

Section 3. COMPLETION DATE

Consultant shall complete the services described in the Scope of Services during the term of this Agreement, which shall be effective as of September 27, 2017, and expire upon completion.

Section 4. COMPENSATION

The City agrees to pay Consultant for and in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Consultant agrees to accept from the City, as and for compensation for the faithful performance of said services and duties, an amount not to exceed EIGHTY THREE THOUSAND NINE HUNDRED TWENTY DOLLARS, in accordance with the Cost Proposal contained in the Scope of Services.

Section 5. METHOD OF PAYMENT

a. Consultant shall submit invoices to the City, not more often than once a month, describing the work performed. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. The City shall pay Consultant no later than thirty (30) days after approval of the invoice by City staff provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement, that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement. Review and approval of invoice by City staff will occur within thirty (30) calendar days of receipt of invoice via email.

b. The Consultant shall submit invoices under this Agreement to:

Daniel Porras, P.E., Community Development Director
City of Desert Hot Springs
65950 Pierson Boulevard
Desert Hot Springs, CA 92240
Telephone: (760) 329-6411, ext.216
Email: dporras@cityofdhs.org

Section 6. EXTRA WORK

At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform Extra Work without written authorization from the City.

Section 7. TERMINATION

This Agreement may be terminated by the City immediately for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, provided that Consultant shall have satisfied all its obligations under this Agreement through and including the effective date of termination.

Section 8. OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at its expense, provide such reports, plans, studies, documents and other writings in pdf format to the City upon written request.

Section 9. CONFIDENTIALITY

a. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without prior written consent of the City, be used by Consultant for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.

b. Consultant shall not use the City's insignia or photographs relating to Consultant's Services, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

Section 10. CONSULTANT'S BOOKS AND RECORDS

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, the City may, by written request of any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained at City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

Section 11. INDEPENDENT CONTRACTOR'S STATUS: NOT AGENT OF THE CITY

Consultant shall at all times during the term of this Agreement remain, as to the City, a wholly independent contractor and shall perform the services described in this Agreement as an independent contractor and further, hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors. Neither the City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by the City or Consultant or by any third person to create the relationship of principal and agent and Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind the City to any obligation whatsoever.

**Section 12. REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR'S STATUS
OF CONSULTANT**

a. Consultant represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools or facilities.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6) Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Consultant is not required to comply with daily instructions from City staff with respect to when, where or how Consultant must perform the services set forth in this Agreement.

(2) Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(3) The City will not hire, supervise or pay any assistants working for Consultant pursuant to this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(5) It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(6) Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(7) Consultant is not required to perform the services set forth in the Agreement in any particular order or sequence.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

(9) Consultant is not required to perform the Services at City-owned property.

Section 13. CIVIL CODE SECTION 1542 WAIVER

Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System ("CalPERS") that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

Section 14. CONFLICTS OF INTEREST

a. Consultant (including principals, associates and professional employees) covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source or income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder.

Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

b. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) Does not make or participate in:
 - (i) the making or any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;
 - (iii) authorizing the City to enter into, modify, or renew a contract;
 - (iv) granting the City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - (v) granting the City approval to a plan, design, report, study, or similar item; or
 - (vi) adopting, or granting City approval of, policies, standards, or guidelines for the City or for any subdivision thereof.

(2) Does not serve in a staff capacity with the City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code under Government Code Section 87302.

c. In the event the City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk.

Section 15. **PROFESSIONAL ABILITY OF CONSULTANT;
WARRANTY; FAMILIARITY WITH WORK; PERMITS AND
LICENSES**

a. Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

b. By executing this Agreement, Consultant warrants that:

- (1) it has thoroughly investigated and considered the work to be performed;
- (2) it has investigated the issues, regarding the scope of services to be provided;
- (3) it has carefully considered how the work should be performed; and
- (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

c. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City Manager or appropriate City representative.

d. Consultant represents that it and all of its subcontractors, if any, have obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

Section 16. COMPLIANCE WITH LAWS

Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder.

Section 17. INDEMNIFICATION

a. To the furthest extent allowed by law, Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant,

its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

Section 18. INSURANCE REQUIREMENTS

a. Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or as may be authorized in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

b. If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement

c. The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them. If Consultant maintains higher limits of liability than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits of liability maintained by Consultant.

d. Upon request of the City, Consultant shall immediately furnish the City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of

the original policy. This requirement shall survive expiration or termination of this Agreement.

e. If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and the City prior to the commencement of any services by the subcontractor.

Section 19. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City: Daniel Porras, P.E., Community Development Director
City of Desert Hot Springs
65950 Pierson Boulevard
Desert Hot Springs, CA 92240
Telephone: (760) 329-6411, ext. 216
Email: dporras@cityofdhs.org

To Consultant: Joel Falter, Chief Operations Officer
1100 Corporate Center Drive
Suite 201
Monterey Park, 91754
Telephone: (323) 260-4703
Email: jfalter@KOACorp.com

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 20. DEFAULT

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "material breach" shall be deemed to have occurred. In the event of a material breach, the injured party shall be entitled to seek any appropriate remedy or damages as otherwise set forth herein and by initiating legal proceedings.

Section 21. REMEDIES

If Consultant materially breaches any of the terms of this Agreement, the City's remedies shall include, but shall not be limited to, the following:

- a. Immediately terminate the Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the work described in the Scope of Services that is not finished by Consultant.

Section 22. ENTIRE AGREEMENT

a. This Agreement supersedes any and all other agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or

agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 23. **MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 24. **ASSIGNMENT AND SUBCONTRACTING**

a. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the written consent of the City.

b. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the City. If the City consents to such subcontract, Consultant shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

Section 25. **WAIVER**

a. No waiver shall be binding, unless executed in writing by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 26. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not

affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 27. **VENUE**

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 28. **LITIGATION EXPENSES AND ATTORNEYS' FEES**

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 29. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least a copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 30. **PROHIBITED INTERESTS**

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 31. **EQUAL OPPORTUNITY EMPLOYMENT**

Consultant represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Consultant shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

Section 32. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 33. PRINCIPAL REPRESENTATIVES

a. Joel Falter, shall be Consultant's Principal Representative and the person responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement. Consultant's Principal Representative's experience, knowledge, capability and reputation were a substantial inducement for the City to enter into this Agreement, and as such, for the purposes of performing the Scope of Services of this Agreement, the duties of Consultant's Principal Representative shall not be reassigned, without the express written consent of both parties.

b. The Daniel Porras, P.E., Community Development Director, shall be the Principal Representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

Section 34. NON-LIABILITY OF CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Consultant or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 35. INTERPRETATION

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

Section 36. PROTECTION AND CORRECTION OF WORK

a. Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work performed by Consultant, and the equipment, materials, papers and other components thereof to prevent losses or damages.

b. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the fault of Consultant.

Section 37. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 38. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 39. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 40. NO THIRD PARTY BENEFICIARIES

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

Section 41. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

Section 42. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

a. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

Section 43. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties hereto.

Section 44. SURVIVAL

All obligations arising prior to any termination of this Agreement and all provisions of this Agreement allocating liability between the City and Consultant shall survive any such termination.

Section 45. FINGERPRINTING

Consultant hereby acknowledges that it is required to be livescanned (fingerprinted) by the City of Desert Hot Springs Police Department, at Consultant's expense, prior to execution of this Agreement. In the event Consultant does not do so prior to execution, Consultant agrees to do so immediately following execution hereof.

Section 46. USE OF RECYCLED PRODUCTS

Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF DESERT HOT SPRINGS

KOA Corporation

Charles Maynard, City Manager

Joel Falter
Chief Operations Officer

ATTEST:

Jerryl Soriano, CMC, City Clerk

APPROVED AS TO FORM:

Jennifer A. Mizrahi, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

INSURANCE REQUIREMENTS- PROFESSIONAL SERVICES AGREEMENT

Insurance:

Throughout the life of this Contract, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$4,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) BUILDERS RISK (Course of Construction) insurance in an amount equal to the completed value of the project with no coinsurance penalty provisions. **(Only required if the project includes new construction of a building; or renovation of, or addition to, an existing building.)**

(vi) **CONTRACTORS POLLUTION LIABILITY (Unless waived in writing by the City Manager or his/her designee in his/her sole discretion, Contractors Pollution Liability is required for all environmental and water remediation work and for all work transporting fuel. Unless waived in writing by the City Manager or his/her designee in his/her sole discretion, Contractors Pollution Liability insurance is also required for demolition, renovation, HVAC, plumbing or electrical (including, without limitation, lighting) work on any structure built prior to the year 1990) with limits of liability of not less than the following:**

\$1,000,000 per occurrence or claim

\$2,000,000 general aggregate per annual policy period

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

Should this Contract involves any lead based, mold or asbestos environmental hazard, either the Automobile Liability insurance policy or the Contractors Pollution Liability insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by Contractor pursuant to the Contract.

In the event this Contract involves any lead-based environmental hazard (e.g., lead based paint), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for lead based environmental hazards. In the event this Contract involves any asbestos environmental hazard (e.g., asbestos remediation), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for asbestos environmental hazards. In the event this Contract involves any mold environmental hazard (e.g., mold remediation), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for mold environmental hazards and “microbial matter including mold” within the definition of “Pollution” under the policy.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee in his/her sole discretion. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to the City Manager or his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall

furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The Contractors Pollution Liability insurance policy shall be written on either an occurrence form, or a claims-made form. The General Liability (including ongoing operations and completed operations), Automobile Liability and Contractors Pollution Liability insurance policies shall name City, its officers, officials, employees and agents as an additional insured. All such policies of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City, its officers, officials, employees and agents. The Builders Risk (Course of Construction) insurance policy shall be endorsed to name the City as a loss payee. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees and agents. The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees and agents. If Contractor maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by Contractor.

Claims-Made Policies - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Contract or the commencement of work by Contractor.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the work or termination of the Contract, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, or work commencement date, Contractor must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Contract, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to City for review.
- (v) These requirements shall survive expiration or termination of the Contract.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or his/her designee in his/her sole discretion prior to City's execution of the Contract and before work commences.** Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be

a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Contract.

If at any time during the life of the Contract or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Contract. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Contract.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Contract. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

In the event of a partial or total destruction by the perils insured against of any or all of the work and/or materials herein provided for at any time prior to the final completion of the Contract and the final acceptance by the City of the work or materials to be performed or supplied thereunder, the Contractor shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his/her sole cost and expense. Nothing herein provided for shall in any way excuse the Contractor or his/her insurance company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

If Contractor should subcontract all or any portion of the services to be performed under this Contract, Contractor shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the subcontractor.

TECHNICAL PROPOSAL

PROJECT UNDERSTANDING

The City of Desert Hot Springs received funds through Caltrans's Systemic Safety Analysis Program (SSARP) grant to conduct a safety study to prepare a System Safety Analysis Report (SSAR) for the Palm Drive Corridor from I-10 to Mission Lakes Boulevard. The SSAR creates an opportunity to identify infrastructure deficiencies, prioritize improvements, and obtain future grants and funding to address the safety needs for local businesses and residents who use this corridor. KOA brings experience in completing SSAR projects for multiple locations in recent years. KOA has also completed a number of projects for the city including Safe Routes to School, pavement rehabilitation for Hacienda Avenue, and street widening on Cholla Drive adjacent to Desert Hot Springs High School. We believe this experience will benefit the City of Desert Hot Springs through the development of a thorough and cost-effective report. **The process described below will lead to achieving your goals to reduced crashes between vehicles and bicyclists and pedestrians by identifying the locations and root causes of crashes. From this, KOA will identify the needed safety improvements and develop an overall plan for their implementation.**

Multi-Modal Safety Approach

The SSAR will evaluate safety of all travel modes. Palm Drive serves a number of functions. It is a primary north-south route that connects the city to I-10. The southern portion of the corridor is mostly undeveloped, and the north portion contains a more urban concentration of retail, housing and resorts. The study corridor is a transit route and also is used by bicyclists and pedestrians. The corridor is 7 miles long between I-10 and Mission Lakes Boulevard and includes 34 intersections. In addition, the roadway provides five lanes, with auxiliary right turn lanes at some locations, and a mixture of Class II and Class III bikeways. Most of the corridor does not have continuous sidewalks or bicycle facilities and the northerly section of the corridor is characterized by frequent driveways. The corridor is served by the SunLine Line 14 Bus, with stops near 15 intersections. Posted speeds on the corridor vary between 55 mph and 35 mph.

The Need for Improved Safety

The emphasis on addressing safety for all users of the transportation system is justified and is consistent with state of the practice. Vision Zero is a national road traffic safety project that aims to achieve a highway system with no fatalities or serious injuries in road traffic. The emphasis here is as streets are re-designed for safety, that we design for safe speeds and create safe spaces for people walking and bicycling. The Statewide Integrated Traffic Records System (SWITRS) has compiled serious crash data for the Palm Drive corridor. The results show that over a five year period 100 serious crashes occurred on the corridor, 21 of which involved pedestrians and 7 bicycles. The adjacent collision heat map below depicts the locations of the bicycle and pedestrian crashes with the highest concentration near the Hacienda Avenue intersection.

TECHNICAL PROPOSAL

- Estimate the expected safety benefits resulting from implementing safety enhancements.
- Estimate the probable costs of corrective measures.
- Determine the benefit/cost ratio of recommended improvements and prioritize the recommendations.
- Document the study in a report.

The final SSAR will allow the City to directly apply for Caltrans Highway Safety Improvement Program (HISP) grant funds to further address deficiencies.

This project will require the management of crash data, engineering analysis and program experience to position the City to capture the greatest benefit.

SSAR and Safety Audit Experience

We believe KOA holds the keys to the success of the project. KOA will bring an experienced team that has successfully completed numerous SSAR projects and safety audits in accordance with the FHWA and Caltrans recommended procedures. **KOA has the knowledge, skill and demonstrated experience for completing the SSAR and achieving the city's safety related goals.**

Active Transportation Knowledge

KOA brings experience in bicycle planning and design. We are experts in application of Caltrans, NACTO and ASSHTO design criteria.

Complete Streets Background

KOA works to provide mobility solutions that are context sensitive. We integrate bicycle, pedestrian, transit and vehicular traffic solutions into existing right-of-way, with appropriate features to achieve the desired travel speeds and address modal conflicts.

Traffic Engineering and Intersection Operation

Fundamental to evaluating traffic, bicycle and pedestrian operations and safety is to consider viable alternatives to intersections, signal timings, and midblock analysis. KOA uses state of the art software such as Synchro, Sidra and Torus to evaluate intersection and corridor operation.

PROJECT UNDERSTANDING / SCOPE OF SERVICES

Task I – Compile and Review Data

Task 1.1 SSARP Kick-off/Project Initiation Meeting

KOA has found that it is very beneficial to gain an understanding of the perspectives of the transportation professionals that work on or near the corridor on a daily basis. In order to obtain this vital perspective, the KOA Team will meet with City staff and other professionals at the beginning of the project to initiate the safety study. We propose to identify a day for KOA staff to meet with the project team, meet with SunLine, and go to locations along Palm Drive to view problem locations.

The primary purposes of the meeting will be to:

- Clarify the objectives of the study and discuss desired outcomes for this work.

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- Move forward with the collection existing crash data, traffic data, transit information, geometric data, previous studies and any base mapping information that may be available.
- Review the proposed work plan and schedule for completing the safety analysis.
- Discuss ideas and concepts related to improving safety in the corridor.

KOA will prepare a meeting agenda and will provide it to the City project manager prior to the meeting. KOA will take notes of the meeting and will prepare draft minutes for City review and comments, and will revise the meeting minutes to address the comments.

Deliverables:

- Work Plan
- Meeting agenda
- Meeting minutes

QA/QC:

- KOA attendees will compare notes, and will provide City the opportunity to review and comment.

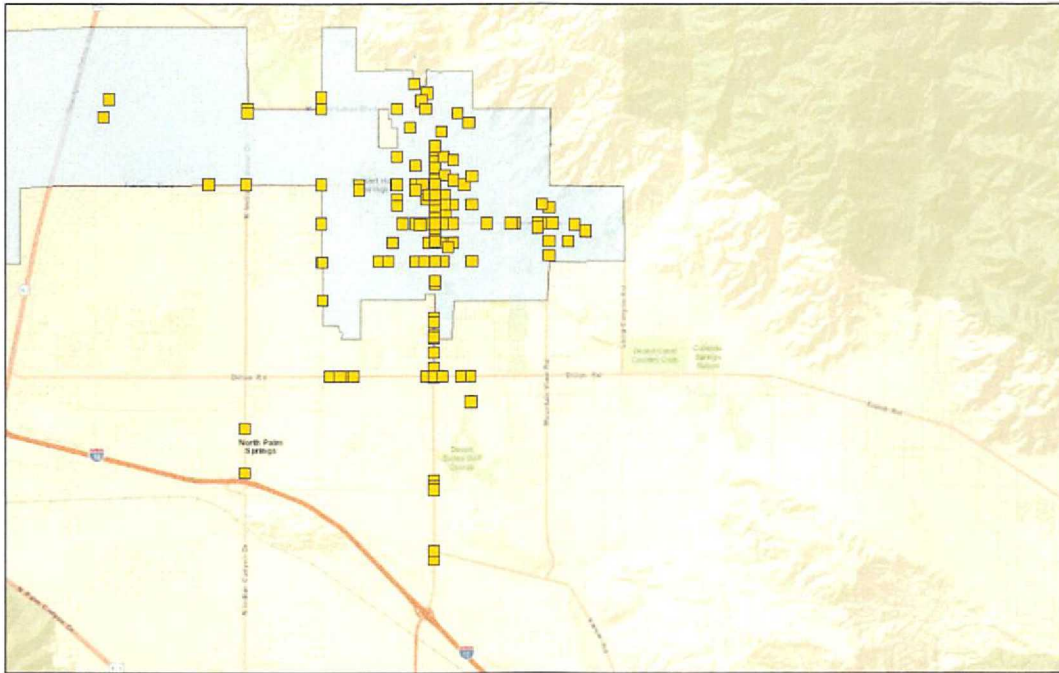
Task 1.2 Compile Study Data

The second key input to the study process is obtaining available data that describes current conditions. KOA will compile and review existing data provided by City and other agencies needed to evaluate contributing factors to crashes. The information that we would anticipate collecting includes:

- Traffic signal timings (provided from Caltrans or City)
- As-built roadway, signing and striping, and traffic signal plans (from City)
- Average daily traffic volumes (from City/Caltrans or collected where needed)
- Posted speed limits (field inspection)
- Pedestrian crossing data (from City, or collected where needed)
- Bicycle facility information (field inspection)
- Transit routes, stops, facilities and boarding data as available (from SunLine Transit)
- Previous studies and reports. This includes the recently completed Bicycle and Pedestrian Master Plan that includes recommendations for Palm Drive. This Plan and other plans will be reviewed with the city staff to determine information that can be applied to the SSARP.
- Collision information from at least three of the most recent years will be acquired through the SWITRS website to determine the number of collisions in the City of Desert Hot Springs and the severity type. Collision severity ranges from "Complaint of Pain", "Visible Injury", "Severe Injury", and "Fatality". The data specifically identifies pedestrian and bicycle crashes. Crash trends, crash concentrations, and identifying leading causes of fatalities and severe injuries will be identified through the crash analysis, with additional focus on the pedestrian and bicycle crashes as stated in the RFP.

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SWITRS Collisions from 1-1-13 to 12-31-16, DESERT HOT SPRINGS, RIVERSIDE



Information our staff would obtain includes:

- Intersection sight distance measurements where indicated by crash experience
- Illustrative photos
- Field measurements where needed to confirm safety

Although the RFP only requests that crash data need be compiled, we recommend also using the other data items in the list to provide the framework for determining contributing causes for the crashes and what steps might be taken to mitigate the causes.

Deliverables:

- Compiled data files
- Spot map of crash locations
- Description of existing pedestrian and bicycle facilities
- Location and utilization of bus stops
- Summary memo and graphics

QA/QC:

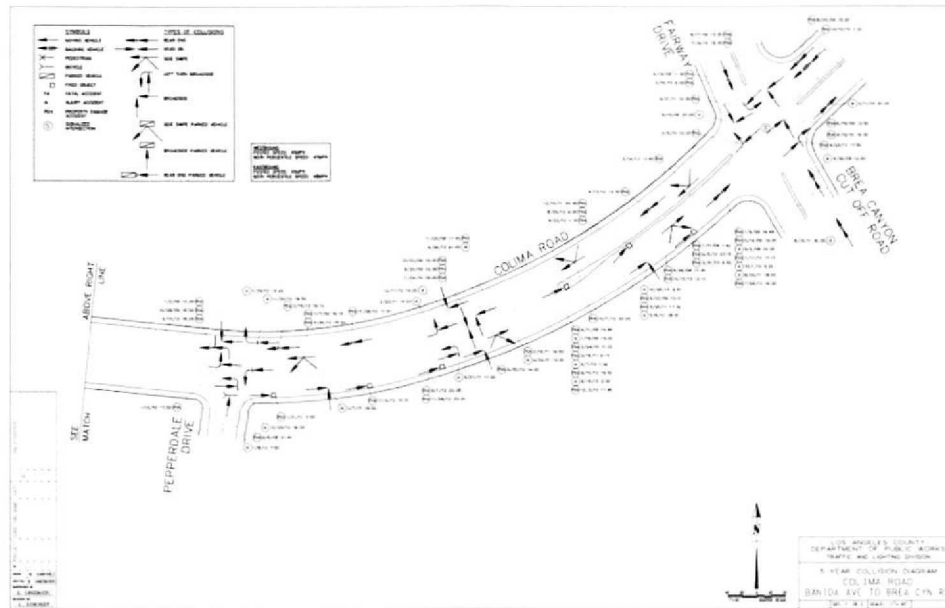
- Data will be compiled by KOA production staff and reviewed by KOA Project Manager

TECHNICAL PROPOSAL

Task 2 – Complete Collision Diagrams

Task 2.1 Plot Collision Diagrams

Collision diagrams are the key product that will be used to assess current safety conditions and then address mitigation. KOA will utilize the crash data obtained in Task 1 to plot collision diagrams for each of the intersections and road segments where bicycle and pedestrian related crashes have occurred. Collision diagrams will include pattern of crash, date and time of day, severity, and contributing factors. An example from a recent Road Safety Audit conducted by KOA for an arterial street in Los Angeles County is shown below.



Example corridor collision diagram

Deliverables:

- Collision diagrams

QA/QC:

- Collision diagrams produced by KOA production staff will be reviewed by KOA Project Manager

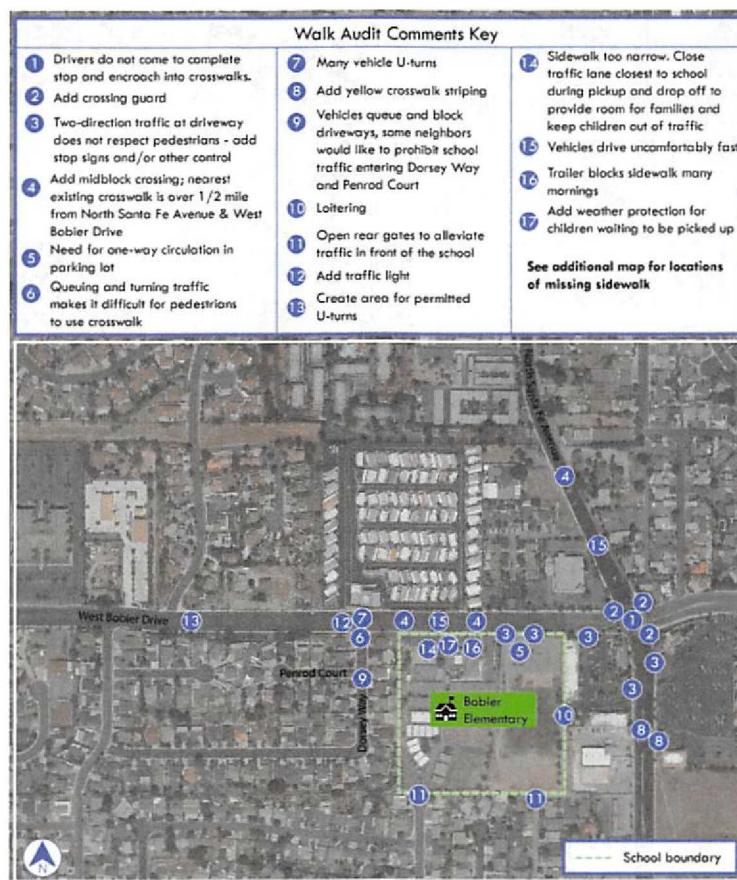
TECHNICAL PROPOSAL

Task 2.2 – Conduct Field Investigations

While the RFP does not specifically reference the need for a field investigation task, we have added this step as a sub-task in the SSAR process for your consideration. In our years of conducting safety studies, we have always found that an investigation of actual field conditions is essential to correctly interpreting the probable causes of crashes as reflected in collision diagrams.

Field investigations will be used to evaluate the context in which the recorded collisions occurred. KOA will conduct observations of the corridor traffic, pedestrian, bicycle, and transit behaviors and characteristics during a typical weekday morning and afternoon peak hour period. In addition, the staff will each note physical and operations characteristics in the corridor where safety might be enhanced. Team members will also conduct observations during a period of darkness to note lighting conditions and striping and signing retro-reflectivity where indicated by the crash data.

The FHWA prompt lists for an existing pedestrian road safety audit and a bicycle road safety audit will be used as check lists to insure that some aspect of the total transportation system operation is not overlooked in the field investigation and that all transportation systems users are considered. KOA will take notes of elements which provide the expected level of safety, and of those features which could be improved to enhance safety. Photographs will be taken which will illustrate the observations. The following map illustrates the identification of infrastructure and operation issues compiled for an area as part of a Safe Routes to School walk audit.



Example graphic documenting corridor issues

TECHNICAL PROPOSAL

ON-SITE OBSERVATION REPORT

Location: _____ Observed By: _____
 Date/Time: _____ Weather: _____
 Traffic Control Device: _____

PHYSICAL CHECKLIST	YES / NO	NOTES / REMARKS
1. Obstructions block view of traffic control devices at or near the location?		
2. Obstructions block view of opposing or conflicting traffic?		
3. The leg is parking layout restricts sight distance?		
4. Traffic signs are satisfactory as to number, size, message, placement, reflectivity, and visibility?		
5. Traffic signals are satisfactory as to number, sense, size, placement, visibility, and timing?		
6. Pavement markings are satisfactory as to location, size, message, color, and visibility?		
7. Channelization devices, such as bollards, are adequate for:		
A. Detouring traffic conflict area?		
B. Defining traffic movement path?		
C. Separating traffic flows?		
8. Curb radii are adequate for turning vehicles?		
9. Roadway horizontal curves too sharp?		
10. Approach grades at intersection too steep?		
11. Pavement has proper crown and super-elevation?		
12. Lane and street widths are adequate?		
13. The pavement surface condition is satisfactory?		
14. The roadside is clear of hazardous objects?		
15. Driveways are properly placed and designed?		
16. Pedestrian crosswalks are properly placed and designed?		
17. Street lighting is satisfactory?		
18. Advertising signs or lights reduce driver visual capacity?		

OPERATIONAL CHECKLIST	YES / NO	NOTES / REMARKS
1. Drivers respond correctly to traffic control devices at and near the location?		
2. Repeated violations of traffic control devices or regulations?		
3. Vehicle speeds too high for existing condition?		
4. Vehicles change speeds or stop unexpectedly?		
5. Vehicles change lanes unexpectedly?		
6. Certain traffic movements could create a hazard?		
A. Left-turning vehicles?		
B. Straight-through vehicles?		
C. Right-turning vehicles?		
7. Parked vehicles or parking maneuvers create hazards?		
8. Vehicles entering or departing from driveways create hazards?		
9. Traffic congestion or other delays create hazards?		
10. Bicycles at the location cause confusion or conflicts?		
11. Pedestrians at the location cause confusion or conflicts?		

PEDESTRIAN CHECKLIST (STREETS)	YES / NO	NOTES / REMARKS
1. Are sidewalks provided along the street?		
2. Is the sidewalk width adequate for pedestrian volume?		
3. Is the sidewalk clear from obstructions?		
4. Is the walking surface too steep?		
5. Is the walking surface adequate and well maintained?		
6. Are sidewalks continuous on both sides of the street?		
7. Are pedestrian walking areas adequately lit?		
8. Does street lighting improve pedestrian visibility at night?		
9. Is the visibility of pedestrians walking along the sidewalk adequate?		
10. Are the conditions at driveway intersecting sidewalks endangering pedestrians?		

PEDESTRIAN CHECKLIST (UTILITY CROSSINGS)	YES / NO	NOTES / REMARKS
1. Do utility crossings impede pedestrian crossing and encourage high speeding behavior?		
2. Does a planned intersection direct drivers' focus away from crossing pedestrians?		
3. Are pedestrian crossings located in areas where sight distance may be a problem?		
4. Are marked crosswalks wide enough?		
5. Is the crossing pavement adequate and well maintained?		
6. Does pedestrian network connectivity continue through crossings by means of adequate warning, areas at corners, curb ramps, and marked crosswalks?		
7. Are pedestrians clearly directed to crossing points and pedestrian access ways?		
8. Is the pedestrian crossing adequately lit?		
9. Can pedestrians see approaching vehicles at all legs of the intersection and crosswalk?		
10. Is the distance from the stop line to a crosswalk sufficient for drivers to see pedestrians?		
11. Are driveways placed too close to crossing?		
12. Do turning vehicles pose a hazard to pedestrians?		
13. Is paint on stop bars and crosswalks worn, or is it too worn, missing, or damaged?		
14. Are crossing points for pedestrians properly signed and/or marked?		
15. Are pedestrian signs clearly provided and adequate?		
16. Are traffic and pedestrian signals timed so that wait times and crossing times are reasonable?		
17. Are all pedestrian signals and push buttons functioning correctly and safely?		
18. Are MUTCD compliant and ADA accessible push buttons provided and properly located?		
19. Are ADA compliant ramps provided?		

PEDESTRIAN CHECKLIST (PARKING AREAS)	YES / NO	NOTES / REMARKS
1. Do parked vehicles obstruct pedestrian paths?		
2. Are visibility and sight distance adequate?		

PEDESTRIAN CHECKLIST (TRANSIT AREAS)	YES / NO	NOTES / REMARKS
1. Are bus stops sited properly?		
2. Is sight distance to bus stops adequate?		
3. Are shelters appropriately designed and placed for pedestrian safety and convenience?		
4. Do shelters obstruct the sidewalk or reduce its usable width?		
5. Is the nearest crossing opportunity free of potential hazards for pedestrian?		
6. Are accessways to trip at facilities well lit?		
7. Are open sight lines maintained between approaching buses and passenger waiting areas?		
8. Are appropriate signs and pavement markings provided for school bus and transit stops?		

BICYCLE CHECKLIST	YES / NO	NOTES / REMARKS
1. Are cyclists accommodated?		
2. Are design or operation features present that adversely impact the use of the facility by cyclists?		
3. Is the riding surface smooth, stable, and free of debris and its drainage adequate?		
4. Are there any horizontal or vertical obstructions along the facility?		
5. Is the clear zone for cyclist operating space adequate?		
6. Are bicycle accommodations continuous?		
7. Is there a sidewalk for cyclists from both directions to access connections or continue to other destinations along the street network?		
8. Is the riding surface adequately lit?		
9. Can cyclists see approaching vehicles/pedestrians at all legs of an intersection, and vice versa?		
10. Are signs and markings along the riding surface visible, well maintained, easily understood, and adequate?		

FHWA Bicycle and Pedestrian Safety Audit Prompt List

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Deliverables:

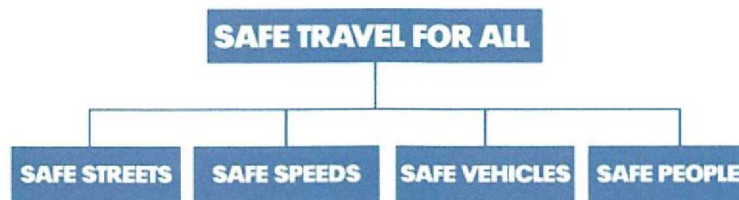
- Field notes
- Photos

QA/QC:

- Two KOA staff will compare observations.

Task 3 – Assemble and Analyze Bus Stop Data

KOA will obtain relevant bus stop information from SunLine Transit Agency pertaining to the bus stops on Palm Drive. During our field investigations KOA staff will correlate the physical condition and locations of the bus stops with the crash data. This will include review of bus stop design basics. This can include determining if stop is located on near-side or far-side of intersection. It will also include interaction with traffic and character of street crossings near the stops.



Deliverables:

- Map of bus stop locations compared to crash data

QA/QC:

- Bus stop map will be reviewed by KOA Project Manager

Task 4 – Analyze Safety Countermeasures

As the city works to redesign for safe travel for all, it will be important to design for safe speeds and create safe spaces for people walking, bicycling and using transit.

To do so, KOA will follow the FHWA protocol for a safety audit to review the historical crash data for predominate crash patterns and will identify the possible contributing causes of historical crashes as they relate to our field observations. Where operations or physical features of the corridor are found to possibly be contributory to crash experience, we will identify possible remedies. Where our field observations have identified safety risks that may not be reflected in historical crash experience, we will also identify appropriate safety enhancements. The assessment of risk will be based on historical crash data, potential for conflict, and possible severity of a conflict. The safety analysis will include a general estimate of the potential safety benefit of implementing each safety enhancement strategy. An example crash reduction factor table from a recent study has been shown below.

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TABLE 8 - COLLISION REDUCTION ESTIMATES				
COUNTERMEASURE	COLLISION TYPE	CRF	NUMBER OF COLLISIONS	COLLISION REDUCTION
Install pedestrian countdown signals	Pedestrian	25%	1	0.25
All red clearance interval	All	25%	27.75	6.94
Improve signal visibility	All	15%	27.81	4.17
Install signal	All	25%	10	2.5
Add reflective marking to median	Hit Object	15%	8	1.20
Total		15%	103	15.06

Example crash reduction factor summary

Deliverables:

- Crash pattern/possible contributory cause/ potential remedy summary matrix
- Estimates of crash reduction benefits

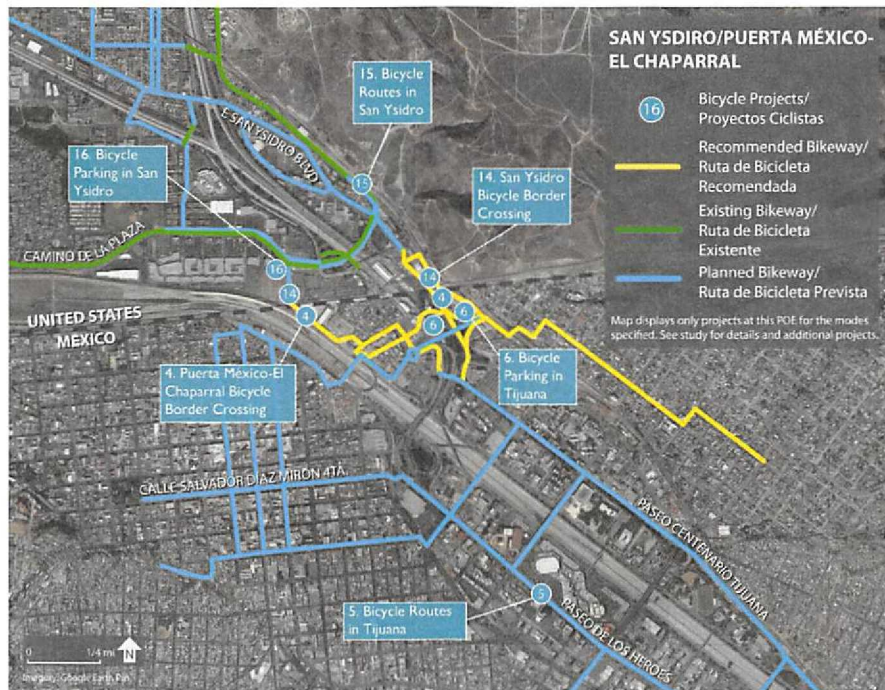
QAQC:

- KOA Manager will review the analysis results will conducted by a KOA staff member.

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Task 5 – Recommend Improvements

Once the crash analysis is completed, KOA will identify the corresponding countermeasures to address the identified safety issues. Following FHWA and Caltrans's procedures, countermeasures will be chosen from a list provided by the Local Roadway Safety Manual (LRSM) to identify potential systemic countermeasures. Based on select countermeasures, KOA will create preliminary safety project scopes. As we complete this step, KOA will focus on finding the ideal balance between collision analyses on a systemic basis while also addressing high crash locations.

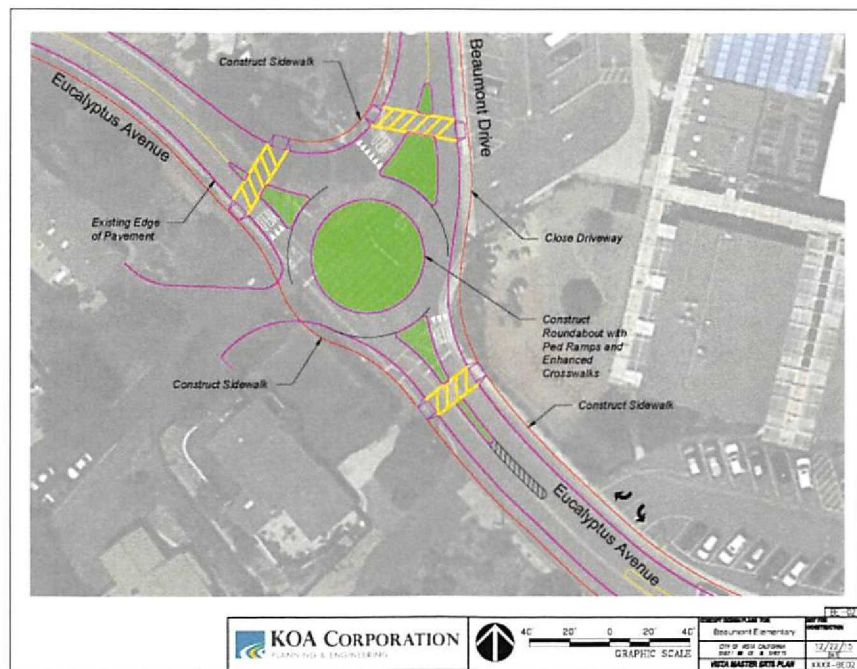


Example bike system improvement map

Possible countermeasures suggested will be consistent with best practices as established by reputable agencies such as FHWA, TRB, AASHTO, ITE, NACTO, and publications including California MUTCD, and Caltrans Highway Design Manual. KOA will prepare graphic exhibits illustrating the recommended countermeasures where appropriate. An example project summary map is depicted above which shows an example of just one of the graphics that will be prepared. The map was prepared as part of the KOA bicycle and pedestrian access study for the 6 land ports of entry in California along the Mexican border.

KOA typically prepares layout sketches of potential improvements that involve geometric changes to the roadway. We have found that these sketches validate the feasibility of the improvement to meet required design criteria, form a basis for developing realistic cost estimates, and help communicate to the public the nature and extent of the improvement.

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Example conceptual improvement layout sketch

Often visualization can be helpful in understanding what certain types of project alternatives would look like and how they might change the travel experience. Shown following is a pair of illustrations prepared for one of our bikeway enhancement designs showing existing and proposed bikeway improvements that we recently developed for the City of Escondido. KOA has found that use of such maps and illustrations is a successful approach to communicate the nature of the improvements that may also be beneficial for communicating safety alternatives for Palm Drive.



Existing



Proposed

Example use of visual simulation

TECHNICAL PROPOSAL

Deliverables:

- List of recommended projects
- Map showing recommended improvements
- Graphical illustrations and conceptual layouts

QA/QC:

- The KOA QA/QC Task Manager will review the recommendations prepared by the technical team.

Task 6 – Estimate Project Costs

The next step in completing the SSAR is cost estimation. In this task, order of magnitude costs will be prepared for each countermeasure. We will provide greater detail than simple unit cost estimates. For this step, the preliminary construction cost estimates will be quantity based adding to greater reliability that is site specific. An example cost estimate prepared for a project recommended in one of our planning study has been included below to illustrate the level of detail we would provide in our estimates.

Beaumont Construction Cost Estimate		Eucalyptus Sidewalk TigerTail to Avalor			
Item	Unit	Quantity	Unit Cost	Extension	
Grading	CY	170	\$ 60.00	\$	10,200
Sidewalk	SF	4600	\$ 10.00	\$	46,000
Curb	LF	920	\$ 40.00	\$	36,800
Driveway	SF	820	\$ 13.00	\$	10,660
Drainage	LS	1	\$ 15,000.00	\$	15,000
Lighting	EA	12	\$ 8,000.00	\$	96,000
Subtotal				\$	214,660
Staking	LS			2% \$	4,293
Erosion Control	LS			4% \$	8,586
Traffic control	LS			6% \$	12,880
Mobilization	LS			10% \$	21,466
Total				\$	261,885
w/30% construction contingency				\$	340,451
w/30% administrative and engineering contingency				\$	442,586
Construction Cost per ft				\$	370.06
Total				\$	443,000

Example project cost estimate

Deliverables:

- Preliminary cost estimates by project

QA/QC:

- KOA Task Manager will review the cost computations prepared by a KOA staff member.

TECHNICAL PROPOSAL

Task 7 – Provide Benefit/Cost Analysis

The total project costs will be used to calculation of benefit/cost (B/C) ratios. The B/C ratios provide a comparison of the safety benefits (monetized) with the project costs. This ratio is then used as one means to prioritize the list of safety projects. This information is key for the City to use for pursuing funding for these high priority projects through future funding opportunities such as HSIP funding cycles. KOA will estimate the benefit in accident reduction savings for each applied countermeasure recommendation for comparison with the amortized construction cost to produce benefit cost ratio as a method for comparing improvements and evaluating their effectiveness.

Deliverables:

- Schedule of benefit/cost ratios for each recommendation.

QA/QC:

- KOA Task Manager will review the benefit/cost computations prepared by a KOA staff member.

Task 8 – Prepare Final Report

Task 8.1 SSARP Report

The SSAR will include a summary of major results of the inventory work, including methodologies used, field work notes, and data analysis. Crash data analysis, countermeasures to address safety issues, and viable project scopes and a prioritized list of safety projects will be included. The report will be prepared in accordance with Caltrans' SSARP guidelines. The general content of the SSARP report will follow this outline:

- Statement of the purpose for the SSARP and the scope of the study, including the project location and limits.
- A summary of the data compiled for the SSARP.
- General observations and conclusions of the site visit.
- A description of the character of the corridor related to travel speed, pedestrian environment, transit access environment and bicycle network.
- A description of each safety issue identified including a description of the issue along with the evaluation of the collision diagrams and probable cause of the crashes.
- Suggested countermeasures for enhancing the safety along with the expected benefits.
- Recommendations for safety improvements which if appropriate may be graphically illustrated. A map providing an overview of the improvement locations will be prepared. A discussion of the feasibility of the countermeasures will also be included, and the recommendations will be grouped into near-term, mid-term, and long-term improvements.
- Cost estimates of the recommended improvements will be prepared.
- The benefits and costs will be used to evaluate and compare recommendations for effectiveness of safety improvement.

KOA will submit the draft SSARP report to the City for review and comment.

We have included an RSA report attached in this proposal as an example of a comparable work deliverable.

Deliverables:

- Draft and final SSARP report

TECHNICAL PROPOSAL

QAQC:

- KOA Project Manager will review the report prepared by a KOA staff member.

Task 8.2 Meeting with City

KOA will discuss the City's comments on the draft report before finalizing the report for the City's uses. We will prepare a comment response form to track the City's comments and our responses and edits.

Deliverables:

- Comment response form

QAQC:

- KOA Project Manager will review the final report with respect to the comments and requested edits.

Optional Task - Public Outreach Strategies

While the scope of services in the RFP does list completing public outreach activities, on many of our projects, a level of public outreach can be beneficial. Often, technical solutions can be more easily implemented and accepted if they have been vetted through the public early in the project's development. For that reason, we have described this optional task for your consideration. If public involvement is desired at any level, KOA has the experience to deliver this service.

The benefit of this approach is that by bringing the public into the process early to voice their concerns, a stronger base of support and advocacy for the improvements can be created within the community. These public touch points can occur through a variety of venues. An example outreach program might include:

- Public input meetings
- Public workshop or open house
- Walk audit or tour of problem locations

The photo below depicts a safety public outreach event attended by interested citizens.

TECHNICAL PROPOSAL



Bike and pedestrian safety public outreach meeting

PROPOSAL ASSUMPTIONS

Our proposed fee is based on certain scope assumptions. Changes in the actual conditions may be a basis for fee and/or schedule adjustments. The assumptions used to prepare our proposal include:

- The senior staff identified in this proposal will comprise the KOA team. In addition, KOA may assign additional support staff to assist in the data collection and analysis tasks.
- Data availability is assumed as per task 1.
- KOA has a database of accident information from the state; however, the
- City's police department may maintain its own database of accidents. The
- Police Department's database will be useful for cross-referencing the data.
- The limits of the corridor will remain as identified in the RFP.
- Once the initial comments on the draft SSARP have been provided and KOA has prepared the written response, requests to address new comments not previously raised may be considered out of scope.
- The fee estimate is based on the assumption of only the initial and final meetings. The proposed schedule is contingent upon the availability of City staff for project meetings and the availability of data. Schedule adjustments may be necessary if the project meetings cannot be scheduled or data received within the desired timeframe.

SCHEDULE

KOA anticipates the time to compile the data, conduct the analysis, and prepare the report to be within 7 months following the notice to proceed. The schedule below reflects the time we anticipate that it will take to complete each proposed task. The durations account for the City's review time.

TECHNICAL PROPOSAL

Schedule for Desert Hot Springs System Safety Analysis Report Program for Palm Drive																														
Tasks	Month																													
	August				September				October				November				December				January				February					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	13	14	15	16	17	18	19	20	21
Task 1.1 - SSARP Kickoff																														
Task 1.2 - Compile Study Data																														
Task 2.1 - Plot Collision Diagrams																														
Task 2.2- Conduct Field Investigations																														
Task 3 - Assemble and Analyze Bus Stop Data																														
Task 4 - Analyze Safety Countermeasures																														
Task 5 - Recommend Improvements																														
Task 6 - Estimate Project Costs																														
Task 7- Provide Benefit/Cost Analysis																														
Task 8.1- SSARP Report																														
Task 8.2 - Meeting with City																														

BID PROPOSAL

As requested in the RFP, we have included our bid proposal in a separately sealed envelope.

BID PROPOSAL

BID PROPOSAL FORM **SSARP – Palm Dr to I-10 –SSARP-5384-014 Project #2017-03** **IN THE CITY OF DESERT HOT SPRINGS**

TO THE CITY COUNCIL OF THE CITY OF DESERT HOT SPRINGS, CALIFORNIA

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the Request for Proposal and read the accompanying Scope of Work, and hereby proposes and agrees, if the bid proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Request for Proposal and Scope of Work in the time and manner therein prescribed for the unit price set forth in the following schedule:

ITEM	EST.			
NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1.	1	Task 1.1 – SSARP Kick-off Meeting- Complete for the lump sum price of <u>Three Thousand,</u> <u>Four Hundred, Thirty Dollars</u> . (words)	Lump Sum	\$ <u>3,430.00</u>
2.	1	Task 1.2 – Assemble incident reports and analyze data for accuracy – Complete for the lump sum price of <u>Seven Thousand Dollars.</u> (words)	Lump Sum	\$ <u>7,000.00</u>
3.	1	Task 2.1 – Complete Collision Diagrams -Complete for the lump sum price of <u>Six Thousand,</u> <u>Seven Thousand Dollars</u> . (words)	Lump Sum	\$ <u>7,000.00</u>
4.	1	Task 2.2 – Conduct Field Investigations- Complete for the lump sum price of <u>Eight Thousand,</u> <u>Four Hundred, Thirty Dollars</u> . (words)	Lump Sum	\$ <u>8,430.00</u>

BID PROPOSAL

- | | | |
|-----|---|--|
| 5. | 1 | Task 3 – Assemble and analyze Bus Stop data -
Complete for the lump sum price of

<u>Four Thousand.</u>

<u>Four Hundred, Forty Dollars.</u> Lump Sum \$ <u>4,440.00</u>
(words) |
| 6. | 1 | Task 4 – Analyze safety countermeasures-
Complete for the lump sum price of

<u>Ten Thousand.</u>

<u>Four Hundred, Twenty Dollars .</u> Lump Sum \$ <u>10,420.00</u>
(words) |
| 7. | 1 | Task 5 – Recommendations-
Complete for the lump sum price of

<u>Thirteen Thousand.</u>

<u>Three Hundred, Fifty Dollars.</u> Lump Sum \$ <u>13,350.00</u>
(words) |
| 8. | 1 | Task 6 – Prepare preliminary cost estimates
of countermeasures/recommendations
Complete for the lump sum price of

<u>Six Thousand.</u>

<u>Four Hundred Dollars</u> Lump Sum \$ <u>6,400.00</u>
(words) |
| 9. | 1 | Task 7 – Prepare Benefit/Cost ratio analysis –
Complete for the lump sum price of

<u>Six Thousand.</u>

<u>Five Hundred, Eighty Dollars.</u> Lump Sum \$ <u>6,580.00</u>
(words) |
| 10. | 1 | Task 8.1 – Prepare final report-
Complete for the lump sum price of

<u>Twelve Thousand.</u>


<u>Seven Hundred, Sixty Dollars.</u> Lump Sum \$ <u>12,760.00</u>
(words) |

KOA Corporation
Name of Bidder

1100 Corporate Center Drive, Suite 201
Address of Bidder

323-260-4703
Telephone of Bidder

Monterey Park 91754
City Zip Code


Signature of Bidder

June 26, 2017
Date

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer and manager thereof.)

KOA Corporation
Jimmy Lin (CEO/President)
Joel Falter (Secretary)
Juan Gutierrez (Treasurer)

1100 Corporate Center Drive, Suite 201 Monterey Park, CA 91754
Business Address

323-260-4703
Telephone Number

June 26, 2017
Date

BID PROPOSAL

11.	1	Task 8.2 – Meeting with City- Complete for the lump sum price of		
		<u>Four Thousand,</u>		
		<u>One Hundred, Ten Dollars</u>	Lump Sum	\$ <u>4,110.00</u>
		(words)		
GRAND TOTAL BID		<u>Eight-Three Thousand,</u>		\$ <u>83,920.00</u>
				(figures)
		<u>Nine Hundred, Twenty Dollars</u>		
		(words)		