

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT, C37870
BETWEEN THE CITY OF PALM DESERT AND KOA CORPORATION**

1. Parties and Date.

This Amendment No. 3 to the made and entered into as of this **12th** day of **March 2024**, by and between the City of Palm Desert ("City") and **KOA Corporation, a Corporation**, with its principal place of business at **1100 Corporate Center Drive Suite 201, Monterey Park, CA 91754** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **KOA Corporation** have entered into an agreement entitled "**Professional Services Agreement, C37870**" dated **May 28, 2020** ("Agreement" or "Contract") for the purpose of retaining the services of **KOA Corporation** to provide **Engineering and Design Services**.

2.2 Amendment No. 1. The City and **KOA CORPORATION** amended the Agreement to **update scope of work and increase compensation**. The Parties have heretofore entered into that Amendment No.1 dated **May 13, 2021**.

2.2 Amendment No. 2. The City and **KOA CORPORATION** amended the Agreement to **update scope of work and increase compensation**. The Parties have heretofore entered into that Amendment No.2 dated **December 16, 2021**.

2.2 Amendment No. 3. The City and **KOA CORPORATION** desire to amend the Agreement to **extend term and increase compensation**.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to **Section 3.6.14** of the Agreement.

3. Terms.

3.1.1 Term. Section **3.1.2** of the Agreement is hereby amended in its entirety to read as follows:

Term. The term of this Agreement shall be from **January 1, 2024, to December 31, 2024**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.1.2 Compensation. Section **3.3.1** of the Agreement is hereby amended in its entirety to read as follows:

Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibits "3A-1", "3A-2", and "3A-3" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million One Hundred Fifty-Three Thousand One Hundred and Thirty- Five Dollars and 96/100 Cents (\$1,153,135.96)** without written approval of the City Council or City Manager, as applicable.

Contract No. C37870A

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

3.4 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 3 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]


Contract No. C37870A

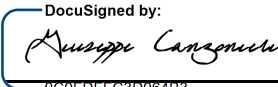
SIGNATURE PAGE FOR AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT, C37870 BETWEEN THE CITY OF PALM DESERT AND KOA CORPORATION

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 to the **PROFESSIONAL SERVICES AGREEMENT, C37870** as of the day and year first above written.


CITY OF PALM DESERT

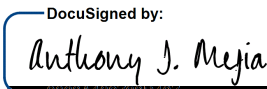
KOA CORPORATION, A CORPORATION

By: 
CE3F368233F0405...
L. Todd Hileman
City Manager

By: 
0C0FDFFC3D964B3...
Giuseppe Canzonieri, PE
Director of Engineering


Attest:

By: 
A6F3B47E0AA144E...
Tom Bacus, PE
Operations Manager


By: 
8063A189723D437...
Anthony J. Mejia
City Clerk

Approved as to form:

By: 
3820DDF2EAC84B0...
Isra Shah
Best Best & Krieger LLP
City Attorney

QC: 

Insurance:


Initial Review


Final Approval

5095 Murphy Canyon Road, Suite 330, San Diego, CA 92123
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MONTEREY PARK ORANGE ONTARIO SAN DIEGO CULVER CITY



August 25, 2023

Mr. Neal Ennis
Project Manager
City of Palm Desert
73510 Fred Waring Drive,
Palm Desert, California 92260

Subject: Engineering Services Proposal for PD Link Project Addendum No. 1 - Class II Bike Lane Conversion

Dear Mr. Ennis:

KOA Corporation (KOA) is submitting the enclosed proposal to provide additional engineering services for the PD Link Project in the City of Palm Desert. Under the current contract, KOA has completed and submitted the 100% plans, specifications, and cost estimates (PS&E) to the City. The City of Palm Desert has requested a proposal to redesign the Class IV two-way cycle track to Class II bike lanes as an alternative PS&E package. The enclosed proposal presents our scope of work and fee estimate.

PROJECT UNDERSTANDING

The alternative Class II design concept will consider improvements within the existing right-of-way; however innovative and effective alignments and treatments like rectangular rapid flashing beacons (RRFB's) to connect the Class II bike lanes with a crossing at Painter's Path with the Class IV on Painter' Path. For most of the project limits it is anticipated that there is enough paved width to accommodate the Class II section of six-foot bike/golf cart lanes on both sides of the corridor with a maximum three-foot buffer while keep the existing lanes configuration with some minor narrowing of the lanes. For the section north of Painters Path to Hanh Road on the east side, is not enough curb width to design the buffered bike lanes. For this reason, we propose providing a buffer where possible. The concept is shown in figure 1 below.



Figure 1 – Concept - Town Center Way from Hahn Rd. to Hwy 111

The City's General Plan calls out Town Center Way car centric, the city will have to amend the general plan to add Class II along both these segments, just as it was for Class IV as noted below.

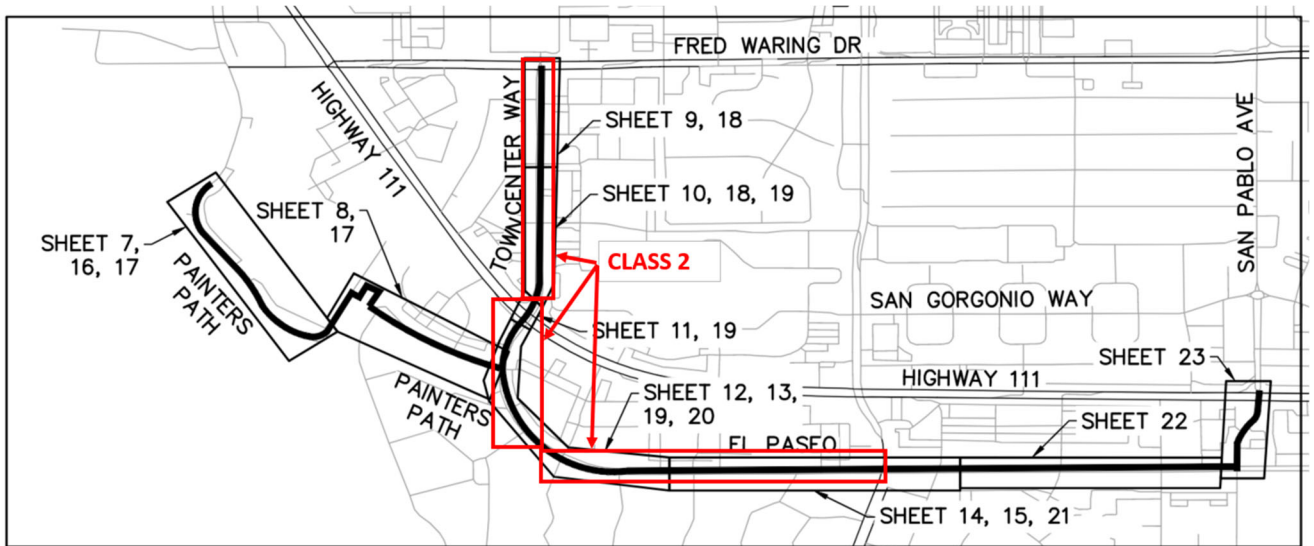


Figure 2 - Class 2 Bike Lane segments

Per the City's request, the design shall be performed to ensure compliance with all applicable Federal, State, and Local codes, standards, and regulations. Including the CA-MUTCD revision 7 or latest, and NACTO Manuals.

SCOPE OF WORK

The following work would be performed for the project:

• Task 1: Project Management

Our Project Management services will include:

- Attend a virtual kick-off meeting with the City's Project Manager and key staff to review the project in detail and discuss the City's requirements. We want to make sure everyone involved on our team understands the work scope, schedule, budget, and other important requirements to make the project a success.
- Ensure the scope of services is completed in a timely and professional manner.
- Attend up to three (3) virtual meetings with City staff at the 60%, 90%, and 100% design stages.
- Maintain communication with the City's Project Manager throughout the duration of the project including PS&E package status, meeting agendas and minutes, schedule updates, action items, etc.
- Maintain the project schedule, update it regularly to reflect any significant changes in the project and keep the city informed of these changes.
- Coordinate with the City's Project Manager to resolve project related issues in a timely manner. Potential complex issues will be brought to the attention of the City's Project Manager as soon as possible.
- Coordinate and manage KOA's sub-consultants.
- Project design review.

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- **Task 2:** Preliminary Engineering - Conceptual design (Basis of Design, Field Survey & As-Builts).
- **Task 3:** Cost Estimate, and Special Provisions for City Specifications.
- **Task 4:** Prepare 65% Plans, Specifications and Estimate (revise Three Signal Mods. for loop placements with narrowed lanes, prepare new Signing & Striping Plans for Class II bike lanes within project limits, revise signal sheets indicating traffic signal general notes or show new vehicle and bike loops on striping sheets, construction notes, typical details, the phasing plan, conductor schedule, push buttons, the traffic signal modification needed and project vicinity map. Including the CEQA Environmental document revision from Terra Nova.
- **Task 5:** 95% Plans, with Specs & Estimate

KOA will review the 65% plans, specifications, and estimates comments and coordinate any remaining issues with the city staff. We will revise the 95% submittal package accordingly and submit the final signed street improvement, signing & striping, traffic signal/loop restoration, final technical specifications, and final engineer's estimate to the City for review and approval. We have assumed no additional revisions will be required.

- **Task 6:** 100% Plans, with Specs & Estimate, including CEQA CE Environmental Document.

Optional:

- Construction Phase services can be added as an optional task.

EXCLUSIONS:

- Any new Traffic Signal Timing sheets, General Plan Amendment services or additional services beyond those listed above.
- Any additional ADA Ramps, and transition panels beyond the two ramps at El Paseo & Painters Path crossing. Any additional street improvement design will be excluded.
- The plans are in plan view only for the Class II bike lanes, no new cross sections will be developed, unless a median is being modified.

FEE ESTIMATE

KOA will perform the work specified in the scope above based on a **lump sum fee of \$61,595.**

The fee is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon submittal of final documents by KOA. Any additional services beyond the original scope submittal requested will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

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If the work described within this letter is not authorized in 30 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond KOA's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

WORK SCHEDULE

KOA envisions the delivery of the PS&E to conform to the accelerated timeline per city's requirements for 100% delivery by late November 2023. Incorporation of comments can be accomplished within two weeks. For each plan check level 65%, 95% and the final 100% returned by the city within two weeks.

Description	Duration
Concept Submittal Package - early September	1 week
City Review – mid September	1 week
65% Submittal Package – end September	2 weeks
City Review – Mid October	2 weeks
95% Submittal Package - end October	2 weeks
City Review – Mid November	2 weeks
100% Signed Submittal Package – end of November	1 week

KOA is not responsible for delays caused by factors beyond KOA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the KOA's services or work product promptly, or delays caused by faulty performance by the Client or by other consultants or contractors of any level. When such delays beyond KOA's reasonable control occur, the Client agrees the KOA is not responsible for damages, nor shall KOA be deemed to be in default of this Agreement.

The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

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All of the individuals named in the proposal are ready to commit to begin work upon Notice to Proceed. We are excited about the opportunity to work with the City of Palm Desert on these services. Should you have any questions, please feel free to call me on (858) 300-8960.

AUTHORIZATION

We understand a formal NTP will be issued as the official approval for this proposal under the existing contract.

Sincerely,

KOA | A Lochner Company

A handwritten signature in black ink that reads 'Shirjeel M.' in a cursive script.

Shirjeel Muhammad, MS, PE. [Engineering Manager](#)

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MONTEREY PARK ORANGE ONTARIO **SAN DIEGO** CULVER CITY



November 28, 2023

Mr. Neal Ennis
Project Manager
City of Palm Desert
73510 Fred Waring Drive,
Palm Desert, California 92260

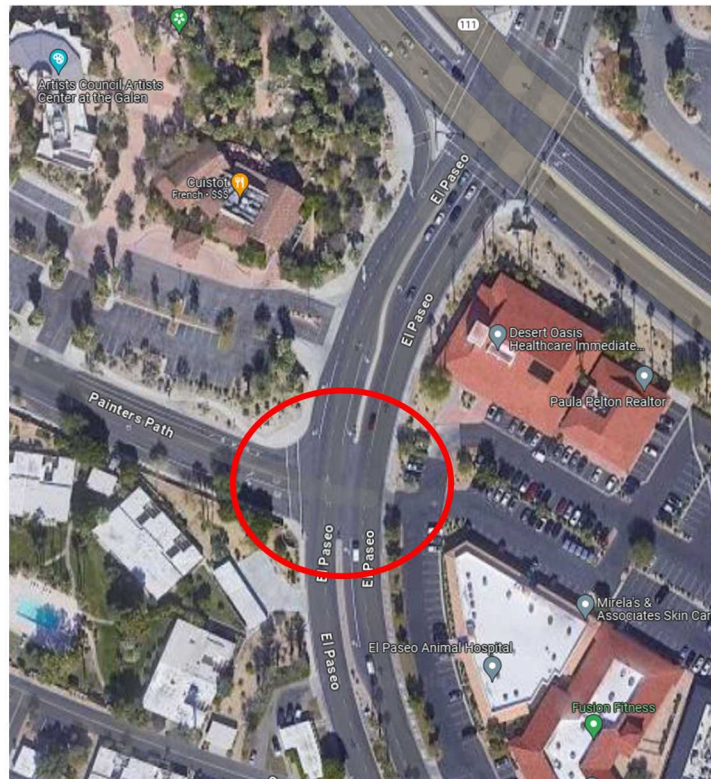
SUBJECT: Counts for PD Link Project – Vehicles, Bikes and pedestrian counts for All-Way Stop Warrant at Painter’s Path and El Paseo.

Dear Neil,

Thank you for requesting KOA Corporation (KOA) to provide this proposal for All-Way Counts for PD Link Class II bike lanes Project – Vehicles Bikes and pedestrian counts at Painter’s Path and El Paseo. The enclosed proposal presents our scope of work and fee estimate.

BACKGROUND INFORMATION

As some commercial projects such as the “Ross Store” recently opened, the volumes at the intersection have been observed to have increased.



The purpose of the project is to improve the design for safety for bicyclists and pedestrians using the PD link class 2 and class 4 bike facilities and the design of pedestrian crosswalk treatments, pedestrian signals,

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lighting, signage and striping, pedestrian ramps, and sidewalks. This Project connected bike facilities extending through Palm Desert's urban core to the CV Link.

PROJECT UNDERSTANDING

The City staff requested an All-Way Stop Warrant Analysis at the Painter's Path and El Paseo intersection.

SCOPE OF WORK

The following work would be performed:

The City of Palm Desert is requesting a cost estimate for vehicles, bikes and pedestrian counts at the location with an All-Way Warrant Analysis listed below. KOA will have our vendor Counts Unlimited conduct 24-Hr. approach counts, Thursday to Sunday for an All-Way Stop Warrant Analysis.

- The counts shall be conducted over 24 hours for four (4) consecutive days (Thursday, Friday, Saturday, Sunday.) **The counts will be conducted a week or two before Christmas in Mid-December.**
- An All-Way Stop Warrant Analysis per the CA-MUTCD Rev. 7 will be performed with the counts.

Exclusions:

- No Traffic Analysis is provided with the data other than the All-Way Warrants as stated above.

DELIVERABLES

- 24-hours for four (4) consecutive days (Thursday, Friday, Saturday, Sunday.) approach volumes.
- An All-Way Stop Warrant Analysis per the CA-MUTCD for the location.

FEE ESTIMATE

KOA will perform the proposed services based on a **Lump Sum fee of \$ 5,800.** Monthly invoices will be submitted based on percent completion per month.

The fee is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon submittal of final documents by KOA. Any additional services requested after final submittal will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

If the work described within this letter is not authorized in 60 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond KOA's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

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WORK SCHEDULE

KOA envisions a **3-week schedule from authorization per city schedule**, to the delivery of final Vehicle, Bike/Ped Counts and Warrant Analysis to conform to the timeline per city's requirements.

AUTHORIZATION

We understand a formal NTP will be issued as the official approval for this proposal under the existing contract.

Sincerely,

KOA | A Lochner Company

Shirjeel Muhammad, MS, PE.

Principal

The person signing and executing this contract for Client represents and warrants that he or she is duly authorized and has legal capacity and actual authority to bind the Client to each and every term, condition and obligation of this Contract and that all requirements of the Client have been fulfilled to provide such actual authority. **By signing below, Client agrees with the terms and conditions attached hereto and hereby made a part of this agreement.**

Signature

Name (Please Print)

Date

Title (Please Print)

Client Purchase Order or Project Number

ATTACHMENT – CA-MUTCD All-Way Stop Warrant

Section 2B.07 Multi-Way Stop Applications

Support:

⁰¹ Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

⁰² The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

⁰³ The decision to install multi-way stop control should be based on an engineering study.

⁰⁴ The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

⁰⁵ Other criteria that may be considered in an engineering study include:

A. The need to control left-turn conflicts;

B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

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February 22, 2024

Mr. Neal Ennis
 Project Manager
 City of Palm Desert
 73510 Fred Waring Drive
 Palm Desert, CA 92260

**Subject: Engineering Services Proposal for PD Link Project
 Addendum No. 2 - Class II Bike Lane Conversion and Bulb-out Design**

Dear Mr. Ennis:

KOA Corporation (KOA) is submitting the enclosed proposal to provide additional engineering services for the PD Link Project in the City of Palm Desert. Under the current contract, KOA had completed and submitted the 100% plans, specifications, and cost estimates (PS&E) to the City. Through a separate amendment KOA is currently redesigning the Class IV two-way cycle track to Class II bike lanes as an alternative PS&E package and the plans are currently at the 60% design level. After evaluating the intersection of El Paseo/Painters Path for an All-Way Stop control it was determined that bulb-outs would be an appropriate safety feature to include at the intersection. The enclosed proposal presents our scope of work and fee estimate for the bulb-out design.

PROJECT UNDERSTANDING

The alternative Class II design will consider improvements within the existing right-of-way; however, after evaluating the intersection for an All-Way Stop, and a conceptual bulb-out layout, it was decided to place the crosswalk on the north side with an All-Way Stop control. This design was considered safer than the south side with the rectangular rapid flashing beacons (RRFB's) to connect the Class II bike lanes with a crossing at Painter's Path with the Class IV on Painter's Path. Below is the conceptual design for the intersection. The orange circled ramps were included in the last proposal, the 4 new ramps for the bulb-outs (red ovals) and the and the northwest corner curb ramp at Hahn Road and Town Center Way traffic signal (red oval) location will need to be designed.

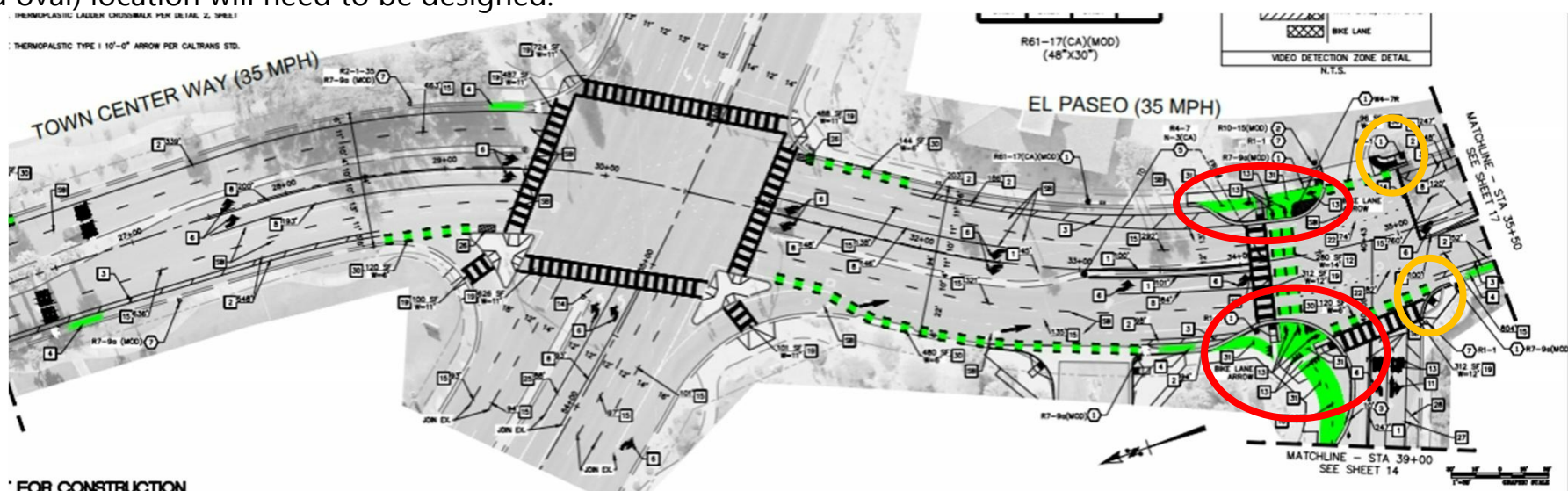


Figure 1 – Concept – El Paseo/Painter's Path Bulb-outs & ramps

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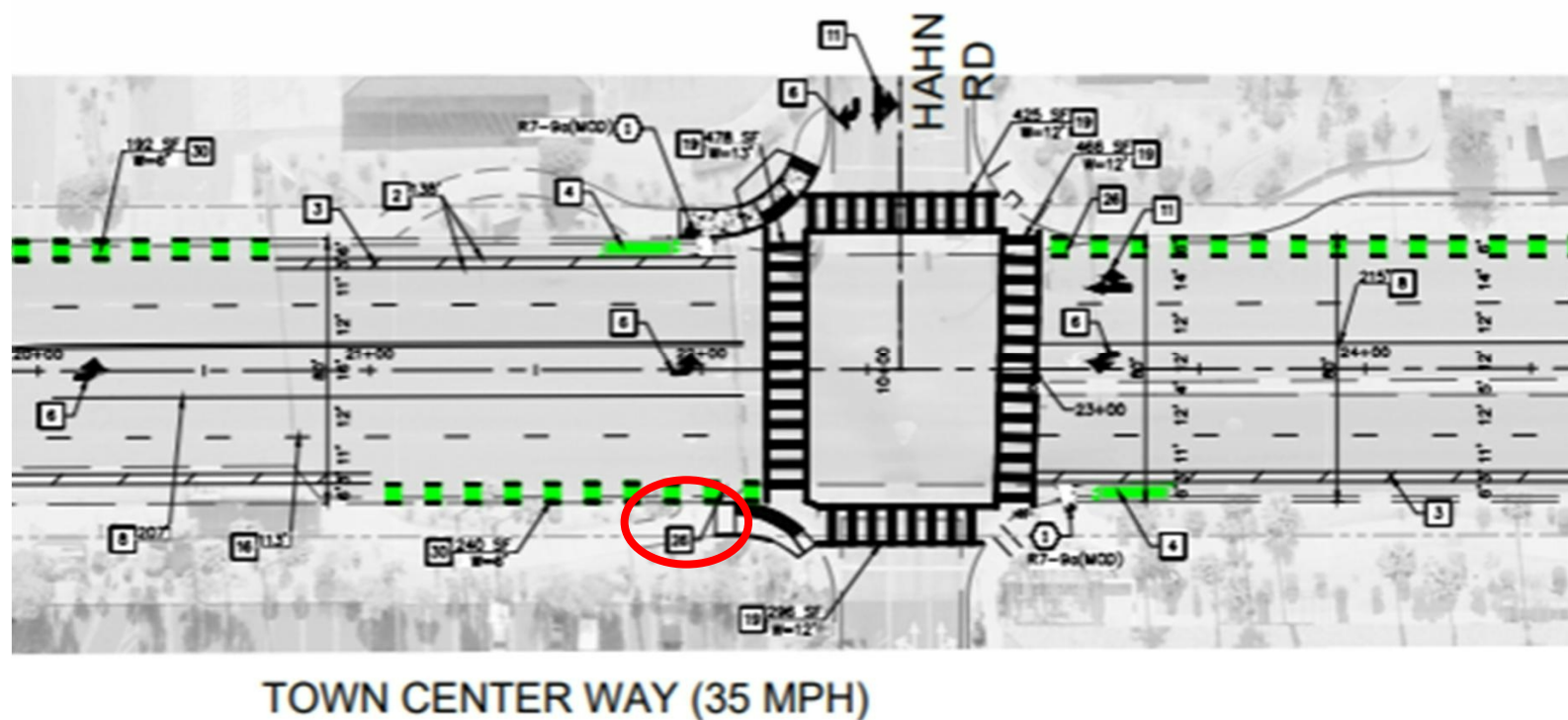


Figure 2 – Hahn Rd/Town Center Way N/W Ramp redesign.

SCOPE OF WORK

TASK 1 – STREET IMPROVEMENT PLANS

KOA will prepare street improvement plans to accommodate the design of two (2) bulb-outs at the intersection of El Paseo and Painter's Path as well as one (1) curb ramp on the northwest corner of Hahn Road and town Center Way. The street improvement plans for the proposed bulb-outs (curb ramps included) and additional curb ramp will be prepared at 1"=5' scale. The plans will contain a detailed horizontal layout, elevations and grades, construction notes, and applicable details. Vertical profiles are excluded from our scope of work. Street improvement plans will be submitted at the 90% and 100% design stages.

TASK 2 - SPECIFICATIONS

KOA will update the technical specifications to include the proposed street improvements. Specifications will be submitted at the 90% and 100% design stages.

TASK 3 – COST ESTIMATES

KOA will update the cost estimates to include the proposed street improvements. Cost estimates will be submitted at the 90% and 100% design stages.

TASK 4 – PROJECT MANAGEMENT


KOA will coordinate with City staff regarding project design matters. We will attend one (1) design submittal meeting with the City.

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FEE ESTIMATE

KOA will perform the work specified in the scope above based on a lump sum fee of **\$36,290.00** as shown below:

 DELIVERABLES	KOA						KOA TOTAL
	Principal I	Project Manager II	Engineer Associate II	Engineer Associate I	Project Support Specialist II	Total Hours	
Hourly Rates (Fully Burdened)	\$300.00	\$240.00	\$155.00	\$135.00	\$115.00		
BASE SERVICES							
TASK 1: STREET IMPROVEMENT PLANS							
90% Design Plans	5	10	68	20		103	\$17,140.00
100% Design Plans	3	6	38	10		57	\$9,580.00
SUBTOTAL	16	32	212	60		320	\$26,720.00
TASK 2: SPECIFICATIONS							
90% Specifications	1	2	8			11	\$2,020.00
100% Specifications	1	1	4			6	\$1,160.00
SUBTOTAL	2	3	12			17	\$3,180.00
TASK 3: COST ESTIMATE							
90% Cost Estimates	1	1	8			10	\$1,780.00
100% Cost Estimates	1	1	4			6	\$1,160.00
SUBTOTAL	2	2	12			16	\$2,940.00
TASK 4: PROJECT MANAGEMENT							
Design Submittal Meeting (1)		2	2			4	\$790.00
General Project Management & Coordination		4	8		4	16	\$2,660.00
SUBTOTAL		6	10		4	20	\$3,450.00
TOTAL BASE SERVICES	20	43	246	60	4	373	\$36,290.00

The fee is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon submittal of final documents by KOA. Any additional services beyond the original scope submittal requested will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

If the work described within this letter is not authorized in 30 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond KOA's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

WORK SCHEDULE

KOA envisions the delivery of the PS&E to conform to the accelerated timeline per city's requirements for 100% delivery by mid-March 2024. Incorporation of comments can be accomplished within two weeks. We have assumed the City will return plan check comments within two weeks of receiving the plan submittal.

KOA is not responsible for delays caused by factors beyond KOA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

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regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the KOA's services or work product promptly, or delays caused by faulty performance by the Client or by other consultants or contractors of any level. When such delays beyond KOA's reasonable control occur, the Client agrees the KOA is not responsible for damages, nor shall KOA be deemed to be in default of this Agreement.

The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

All of the individuals named in the proposal are ready to commit to begin work upon Notice to Proceed. We are excited about the opportunity to work with the City of Palm Desert on these services. Should you have any questions, please feel free to call me on (858) 300-8960.

AUTHORIZATION

We understand a formal NTP will be issued as the official approval for this proposal under the existing contract.

Sincerely,

KOA | A Lochner Company

A handwritten signature in black ink, appearing to read 'Giuseppe Canzonieri'. The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Giuseppe Canzonieri, PE
Principal | Director of Engineering