

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND KOA CORPORATION

1. Parties and Date.

This Amendment No. 4 to the made and entered into as of this **7th** day of **June, 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**" 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**.

2.3 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**.

2.4 Amendment No. 3. The City and **KOA CORPORATION** desire to amend the Agreement to **extend term and increase compensation**. The Parties have heretofore entered into that Amendment No.3 dated **March 12, 2024**.

2.5 Amendment No. 4. The City and **KOA CORPORATION** desire to amend the Agreement to **increase compensation by \$23,955.00 (Exhibit 3A-4)**.

2.6 Amendment Authority. This Amendment No. 4 is authorized pursuant to **Section 3.6.14** of the Agreement.

3. Terms.

3.1 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", "3A-3", and "3A-4" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million One Hundred Seventy-Seven Thousand Ninety Dollars and 96/100 Cents (\$1,177,090.96)** without written approval of the City Council or City Manager, as applicable.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4,

Contract No. C37870A

whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

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. 4.

3.4 Severability. If any portion of this Amendment No. 4 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. 4 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]

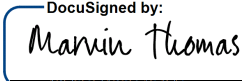
SIGNATURE PAGE FOR AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND KOA CORPORATION

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 to the **PROFESSIONAL SERVICES AGREEMENT** as of the day and year first above written.

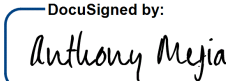
CITY OF PALM DESERT

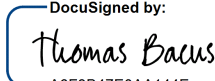
KOA CORPORATION, A CORPORATION

By: 
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L. Todd Hileman
City Manager

By: 
13F2DE139D424FB...
Marvin Thomas
West Region Director


Attest:

By: 
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Anthony J. Mejia
City Clerk


By: 
A0F3B47E0AA144E...
Thomas Bacus
Western Region Operations Manager

Approved as to form:

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

QC: 

Insurance:



Initial Review



Final Approval

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 T: (619) 683-2933 | F: (619) 683-7982 | www.koacorp.com
 MONTEREY PARK ORANGE ONTARIO SAN DIEGO CULVER CITY



April 29, 2024

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

Subject: Engineering Proposal for PD Link Project Addendum No. 4 for Class II Bike Lane Conversion on Painter's Path from the Class IV

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 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/Painter's Path for an All-Way Stop control it was determined that bulb-outs would be an appropriate safety feature to include at the intersection. However, after further city staff evaluation, that work has now been eliminated, and has asked KOA to revise the design. The enclosed proposal presents our scope of work and fee estimate.

PROJECT UNDERSTANDING

The City has requested the design be revised to keep the Class II bike lanes along Painter's Path between El Paseo and Edgehill Dr. within the existing right-of-way and design a "right out only" at the mall driveway.

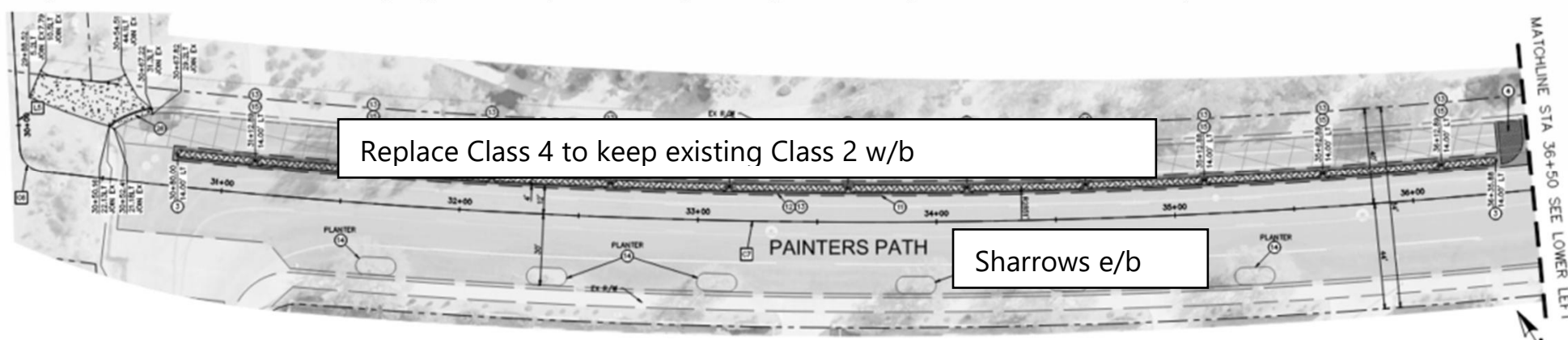


Figure 1 – Painter's Path Class 4 design revised to Class 2 Bike Lanes on northside and Sharrows on southside.



SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

KOA will coordinate with City staff regarding project design matters. We will attend two (2) design submittal meetings with the City.

TASK 2 – 90% SUBMITTAL

DESIGN PLANS

KOA will prepare street improvement plan and signing and striping plans to accommodate the design as described in project understanding. Our scope of work includes the intersection of El Paseo & Painters Path and segment length to Edgehill Drive;

- Revise typical cross-sections on the signing & striping plans for Painter's Path.
- Remove all proposed work as designed, Class 4 bike facility, bulb-outs, all-Way stops and curb ramps.
- Design a Class II bike lane westbound and Class III bike facility eastbound.

The plans will contain a detailed horizontal layout, construction notes, and applicable details. Street improvement and signing and striping plans will be submitted at the 90% and 100% design stages. Environmental documentation for Categorical Exemption will be updated to describe the project.

SPECIFICATIONS

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

COST ESTIMATES

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

TASK 3 – 100% SUBMITTAL

KOA will review the comments provided by the City on the plans, specifications, and estimates (PS&E) and coordinate any arising issues with the City. We will revise the submittal package accordingly and submit the final signed signing & striping plans, specifications, and cost estimates to the City for approval.

FEE ESTIMATE

KOA will perform the work specified in the scope above based on a lump sum fee of **\$23,955.00** as shown below:

CITY OF PALM DESERT - STREET IMPROVEMENTS, SIGINING AND STRIPING FOR PD LINK REVISIONS PROJECT FEE							
TASK	Principal I	Project Manager II	Engr. Assoc II	Project Support Specialist II	Direct Costs	Total Hours	Cost
	\$300.00	\$240.00	\$155.00	\$115.00			
Task 1: Project Management		8		7		15	\$2,725.00
Task 2: 90% Submittal	4	16	55			75	\$13,565.00
Task 3: 100% Submittal	2	12	27			41	\$7,665.00
TOTAL	6	36	82	7	\$0.00	131	\$23,955.00

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-May 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.

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



Giuseppe Canzonieri, PE
Principal | Director of Engineering