

16) **Professional Design Services Agreement with KOA Corporation for Final Engineering Plans, Specifications, and Cost Estimate, and Construction Support for Highway Safety Improvement Program Cycle 11 Project**

Approve and authorize the City Manager to execute the agreement for Professional Design Services with KOA Corporation (KOA) in an amount \$79,989 plus an additional 10% contingency, in such final form as approved by the City Attorney.



## REPORT TO CITY COUNCIL

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

**From:** Jason Simpson, City Manager

**Prepared by:** Remon Habib, City Engineer

**Date:** November 12, 2024

**Subject:** Professional Design Services Agreement with KOA Corporation for Final Engineering Plans, Specifications, and Cost Estimate, and Construction Support for Highway Safety Improvement Program Cycle 11 Project

### **Recommendation**

Approve and authorize the City Manager to execute the agreement for Professional Design Services with KOA Corporation (KOA) in an amount \$79,989 plus an additional 10% contingency, in such final form as approved by the City Attorney.

### **Background**

For the Highway Safety Improvement Program (HSIP) Cycle 11 grant, 286 projects were selected from a candidate pool of 434 applications. In 2023, the City of Lake Elsinore (City) secured the Cycle 11 grant to upgrade nine (9) existing pedestrian crossings throughout the city, where locations were selected based on historical collision data.

The agreement will authorize KOA to start the design to install Rectangular Rapid Flashing Beacon (RRFB) signs at nine (9) existing pedestrian crossings at various locations throughout the city. The intersections were determined through a city-wide safety analysis while preparing the HSIP Cycle 11 application for funding. All proposed pedestrian crossing locations are at intersections or mid-blocks site where there is a high presence of pedestrian traffic such as close proximity to schools, parks, and residential neighborhoods. The locations are at the following:

1. Machado Street & Broadway Street
2. Joy Street at Machado Elementary School
3. Heald Avenue & Mohr Street
4. Heald Avenue & Lewis Street
5. Sumner Avenue & Kellogg Street
6. Sumner Avenue & Poe Street
7. Mill Street & Avenue 9

8. Ponte Russo & Ponte Verde
9. Kalanchoe Road & Waxen Drive

**Discussion**

KOA will provide civil engineering services necessary for final design and construction support for the installation of RRFB signs and crosswalk enhancements at nine (9) existing locations throughout the city. The scope of services includes project management, record research, conduct field reviews, preparation and completion of final construction documents, and provide construction support.

**Fiscal Impact**

Professional services agreement will result in a cost of \$79,989 plus an additional 10% in contingency. The project has been budgeted in the current CIP program.

**Attachments**

Attachment 1 – Professional Services Agreement  
Exhibit A – Proposal

Engineering

## **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES**

### ***KOA Corporation***

#### ***Highway Safety Improvement Program (HSIP) Cycle 11 Citywide Pedestrian Crosswalk Enhancement PS&E and Construction Support – Project No. Z10105***

This Agreement for Professional Services (the "Agreement") is made and entered into as of November 12, 2024, by and between the City of Lake Elsinore, a municipal corporation ("City") and KOA Corporation, a corporation ("Consultant").

### **RECITALS**

A. The City has determined that it requires the following professional services:

PS&E and construction support for HSIP Cycle 11

B. Consultant has submitted to City a proposal, dated October 21, 2024, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

### **AGREEMENT**

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$79,989 dollars (SEVENTY NINE THOUSAND NINE HUNDRED EIGHTY NINE dollars) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. 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. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. 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 notepad 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 Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & 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 the prior written consent of 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. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, 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 City.

8. 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 City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) 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 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, City may, by written request by 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 in 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.

9. Independent Contractor.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Consultant as provided in the Agreement, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now 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 of 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.

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

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws.

a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.

b. Consultant represents that it has 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.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity.

a. Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred



by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-consultants of Consultant. Consultant shall not be liable to third parties for any liability exempted by statute.

c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

#### 16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore  
Attn: City Manager  
130 South Main Street  
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore  
Attn: City Clerk  
130 South Main Street  
Lake Elsinore, CA 92530

If to Consultant: KOA Corporation  
Attn: Giuseppe Canzonieri  
5095 Murphy Canyon Road, Suite 330  
San Diego, CA 92123

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any 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 otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. 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, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. 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 one 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.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

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

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

KOA Corporation, a corporation

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
By: Giuseppe Canzonieri  
Its: Principal

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Assistant City Manager

Attachments: Exhibit A – Consultant's Proposal  
Exhibit B – List of Subcontractors

EXHIBIT A  
CONSULTANT'S PROPOSAL  
[ATTACHED]

EXHIBIT B  
LIST OF SUBCONTRACTORS  
[ATTACHED]



October 21, 2024

Yu Tagai, PE  
Assistant City Engineer  
City of Lake Elsinore  
951-674-3124 (x246)

**Subject: HSIP Cycle 11 Application (08 – Lake Elsinore-2) Rectangular Rapid Flashing Beacon (RRFB) Crossings at 9 Locations - Project Plans, Specification, and Cost Estimates (PS&E)**

Dear Mr. Tagai:

Thank you for requesting KOA Corporation (KOA) to provide this fee proposal for PS&E preparation of Rectangular Rapid Flashing Beacon (RRFB) Crossings at nine (9) Locations as shown in **Attachment A**. The scope of work is provided below for your review, followed by a fee estimate. KOA has prepared the scope of design work and fee schedule based on communication with you. Let us know if you have any questions or comments regarding this letter proposal.

## PROJECT UNDERSTANDING

It is our understanding that the City desires design support to prepare PS&E for pedestrian safety improvements at the following nine locations. The improvements include upgrading the existing crosswalks by installing solar powered Rectangular Rapid Flashing Beacons (RRFB) and advanced yield line pavement markings and signs. The City has provided a list of projects and sketches illustrating the desired footprint of the rectangular rapid flashing locations with ladder type crosswalk features.

- Location 1 – Machado Street and Broadway Street
- Location 2 – Joy Street at Machado Elementary
- Location 3 – Heald Avenue at Mohr Street
- Location 4 – Heald Avenue at Lewis Street
- Location 5 – Sumner Avenue at Kellogg Street
- Location 6 – Sumner Avenue at Poe Street
- Location 7 – Mill Street at Avenue 9
- Location 8 – Ponte Russo at Ponte Verde
- Location 9 – Kalanchoe Road at Waxen Drive

We anticipate that the City will provide KOA with GIS aerial files, and any typical sections and details already developed for the safety improvements.

## SCOPE OF WORK

### TASK 1 – PROJECT MANAGEMENT

This task will include the following items:

- Host one virtual kick-off meeting with the City; prepare and circulate agenda, action items and meeting minutes for the kick-off meeting.
- Host up to 2 design submittal meetings with the City staff to resolve any project issues. Excludes preparation of agenda, meeting minutes, and action items.
- Prepare monthly invoices with their respective progress reports.
- Conduct internal meetings as needed to resolve any project issues

*Deliverables:*

- Host one (1) Kick-off meeting; prepare and circulate meeting minutes, agenda, and action items for one Kick-off meeting (electronic copies).
- Host up to two (2) design submittal meetings with the City staff to resolve any project issues. Preparation of meeting minutes, agendas and action items is excluded.
- Monthly invoices with progress reports (electronic copies).

## **TASK 2 – PRELIMINARY ENGINEERING**

This task will include the following items:

**Record Research & As-Built Review** - KOA will work with the City to obtain record drawings and documents relevant to the work site. Record drawings and documents can include, but are not limited to existing improvement plans, existing topographic maps, centerline ties, corner records, as-built plans, utility plans, etc. We will send our request for record drawings and documents through the City's Project Manager. The KOA team will review the project information provided by the City.

**Utility Research, Notification, & Mapping** - KOA will obtain from the City a list of utility companies known to own and operate facilities within 100 feet of the 9 improvement locations. KOA Team will email notices with our standard utility response form and a project site map to the list of utility companies provided by the City. Our requests will include record drawings of their facilities, prior rights information, and any planned upgrades expected in the near future. Utility responses will be logged, and information regarding existing facilities will be shown on our plans. In some cases, the utility owner may require a request presented on the City's letterhead. If needed, we will coordinate these situations with the City's Project Manager. KOA will provide the City Project Manager with a utility response list, maps, and/or data received when all utility companies have responded. KOA will compile facility maps received from the utility agencies and develop a utility base map that will be referenced in the project plans.

*Deliverables:*

- Utility Information Log (excel file) and any maps received from the Utility owners.
- Utility base map.

**Field Review & Site Evaluation** –Upon receipt of the GIS files, topographic survey and any available as-built records from the City, we will visit the project site up to two (2) times to verify and document existing conditions. We will investigate and verify existing roadway geometry, utility manholes/valves, signing and striping, traffic signals, power poles, cabinets, fire hydrants, etc. We will document our field review with field notes and photos.

*Deliverables:*

- Field notes & pictures.

**Base Map Preparation** – KOA will prepare a base map using the GIS aerial images/topo files provided by the City and use it a reference on the final design plans.

*Deliverables:*

- Base Map (to be referenced on the plan sheets)

### TASK 3 – FINAL DESIGN

This task will include the following items:

- Plans Preparation (total of 10 plan sheets)
  - Title Sheet - (1)
  - Plan Sheets (Scale: 1" = 20') – (9)
    - This sheet will include construction notes, RRFB, Signing & Striping Notes, RRFB details and other relevant construction details.
- Technical Specifications Preparation
  - KOA will prepare the technical specifications using the City boilerplate, Standard Specifications for Public Works Construction (SSPWC) and Caltrans Standard Specifications.
- Cost Estimates
  - Cost Estimates will be prepared based on available sources such as recent City bid projects, bid prices from other local projects and Caltrans published data (if applicable).

**Deliverables:**

- One electronic submittal of Plans, Specifications, & Estimates at each phase - 60%, and 100%.

### TASK 4 – CONSTRUCTION SUPPORT (OPTIONAL SERVICE)

This task will include the following items:

- Bid & Construction Support
  - Review of shop drawings, submittals, and change orders.
  - Responses to Requests for Information (RFIs).
  - Minor design changes during construction.
- Record Drawings/As-Built Plans
  - Upon completion of construction, KOA will prepare record drawings based on redlines provided by the Contractor and/or the Client's Construction Manager. As-builts will be submitted on mylars as requested by the Client.

**Deliverables:**

- RFI responses.
- Applicable design revisions.
- Record drawings/As-built plans.

**Note:** Budget is limited to what is shown in the fee schedule. An amendment will be prepared if construction support goes beyond the allocated budget shown in the fee schedule.

### SCOPE OF WORK ASSUMPTIONS & EXCLUSIONS

Our proposal was developed on the following understanding of the project.

- All submittals will be made electronically.
- The City will provide aerial GIS files with R/W lines. No survey will be conducted.
- The design of intersection safety lighting is excluded.
- ADA assessment of existing curb ramps and curb ramp design is excluded from our scope of work.

- Additional signage and striping which includes upgrading school zone signage in the vicinity or any “reduced speed school zone ahead” signage is excluded.
- RRFB systems will be solar powered and wireless. Therefore, underground conduit, wiring diagrams, and coordination with Southern California Edison (SCE) will not be required.
- Utility potholing is excluded from the scope of work.
- Utility relocation coordination with the Utility owners is excluded. The City will be solely responsible for coordinating utility relocation with the utility owners.
- Any unforeseen scope of work items not described above will be considered as additional work and will be discussed with the City.
- Any significant changes on the scope will be treated as additional work and a new scope of work and fee will be negotiated with the City.
- Field verification of proposed improvements is excluded from our scope of work.

## SCHEDULE


We anticipate a 6-month duration (November 14, 2024, through April 25, 2025) to complete the above-mentioned scope of work items. This is on the basis that the City will adhere to the said review milestones..

- Notice To Proceed – November 15, 2024
- Receive GIS Files, As-Builts, Topographic Files from the City – December 20, 2024
- 60% submittal – Plans, Specifications, & Estimate – February 14, 2025
- Review comments (one round only) from the City – March 14, 2025
- 100% submittal Plans, Specifications, & Estimate – April 25, 2025

## FEE ESTIMATE

KOA Corporation will perform the above specified scope of work at a Lump Sum fee of **\$75,489**. The optional service can be performed at a Lump Sum fee of **\$4,500**. Note that the budget for the optional service is limited to what is shown in the fee schedule. Any effort made beyond the allocated budget will require an amendment. The combined total of the base services and optional tasks is **\$79,989**. The proposal is valid for 30 days and any individual tasks that are not authorized within 30 days of the date of this proposal are also subject to fee adjustments.

**FEE PROPOSAL**  
**CITY OF LAKE ELSINORE**  
**RRFB DESIGN AT 9 LOCATIONS**

| <br>A LOCHNER COMPANY<br><br>DELIVERABLES | KOA          |                    |                       |                                 |             |                    | KOA TOTAL          |
|--|--------------|--------------------|-----------------------|---------------------------------|-------------|--------------------|--------------------|
|  | Principal II | Project Manager II | Engineer Associate II | Project Services Coordinator II | Total Hours | Other Direct Costs |                    |
| Hourly Rates (Fully Burdened)  | \$378.00     | \$263.00           | \$168.00              | \$126.00                        |             |                    |                    |
| <b>BASE SERVICES</b>   |              |                    |                       |                                 |             |                    |                    |
| <b>TASK 1: PROJECT MANAGEMENT</b>  |              |                    |                       |                                 |             |                    |                    |
| Kick-off Meeting   | 1            | 2                  |                       |                                 | 3           |                    | \$904.00           |
| Design Submittal Meetings (up to 2)  | 2            | 4                  |                       |                                 | 6           |                    | \$1,808.00         |
| General Project Management   | 4            | 14                 |                       | 8                               | 26          |                    | \$6,202.00         |
| <b>SUBTOTAL TASK 1</b>   | <b>7</b>     | <b>20</b>          |                       | <b>8</b>                        | <b>35</b>   |                    | <b>\$8,914.00</b>  |
| <b>TASK 2: PRELIMINARY ENGINEERING</b>   |              |                    |                       |                                 |             |                    |                    |
| Records Research   |              |                    | 4                     |                                 | 4           |                    | \$672.00           |
| Utility Research, Notifications, and Mapping   |              | 4                  | 24                    |                                 | 28          | \$100.00           | \$5,184.00         |
| Field Review & Site Evaluation   |              | 16                 | 16                    | 16                              | 48          | \$225.00           | \$9,137.00         |
| Base Map Preparation (Based on GIS files provided by the City)   |              | 8                  | 32                    | 16                              | 56          |                    | \$9,496.00         |
| <b>SUBTOTAL TASK 2</b>   |              | <b>28</b>          | <b>76</b>             | <b>32</b>                       | <b>136</b>  | <b>\$325.00</b>    | <b>\$24,489.00</b> |
| <b>TASK 3: FINAL DESIGN</b>  |              |                    |                       |                                 |             |                    |                    |
| <b>60% Submittal</b>   |              |                    |                       |                                 |             |                    |                    |
| Design Plans (Up to a total of 10 Sheets - 1 Title Sheet & 9 Plan Sheets)  | 4            | 8                  | 95                    |                                 | 107         |                    | \$19,576.00        |
| Specifications   | 3            | 16                 |                       |                                 | 19          |                    | \$5,342.00         |
| Cost Estimates   | 2            | 4                  | 8                     |                                 | 14          |                    | \$3,152.00         |
| <b>100% Submittal</b>  |              |                    |                       |                                 |             |                    |                    |
| Design Plans (Up to a total of 10 Sheets - 1 Title Sheet & 9 Plan Sheets)  | 2            | 4                  | 40                    |                                 | 46          |                    | \$8,528.00         |
| Specifications   | 2            | 12                 |                       |                                 | 14          |                    | \$3,912.00         |
| Cost Estimates   | 1            | 2                  | 4                     |                                 | 7           |                    | \$1,576.00         |
| <b>SUBTOTAL TASK 3</b>   | <b>14</b>    | <b>46</b>          | <b>147</b>            |                                 | <b>207</b>  |                    | <b>\$42,086.00</b> |
| <b>GRAND TOTAL - BASE SERVICES (TASK 1+2+3)</b>  | <b>21</b>    | <b>94</b>          | <b>223</b>            | <b>40</b>                       | <b>378</b>  | <b>\$325.00</b>    | <b>\$75,489.00</b> |

|   |  |           |          |  |           |  |                   |
|---|--|-----------|----------|--|-----------|--|-------------------|
| <b>TASK 4: CONSTRUCTION SUPPORT (OPTIONAL TASK)</b>                   |  |           |          |  |           |  |                   |
| <i>Note: Budget is limited to what is shown in this fee schedule.</i> |  |           |          |  |           |  |                   |
| Bid & Construction Support  |  | 12        |          |  | 12        |  | \$3,156.00        |
| Record Drawings/As-Built  |  |           | 8        |  | 8         |  | \$1,344.00        |
| <b>GRAND TOTAL - OPTIONAL SERVICE (TASK 4)</b>                        |  | <b>12</b> | <b>8</b> |  | <b>20</b> |  | <b>\$4,500.00</b> |

Revised 10/21/2024

## AUTHORIZATION

A professional service agreement shall be prepared and executed prior to work.

Sincerely,  
KOA | A Lochner Company



Giuseppe Canzonieri, PE  
Principal | Director of Engineering

ATTACHMENT – A  
(Exhibits for 9 Locations)





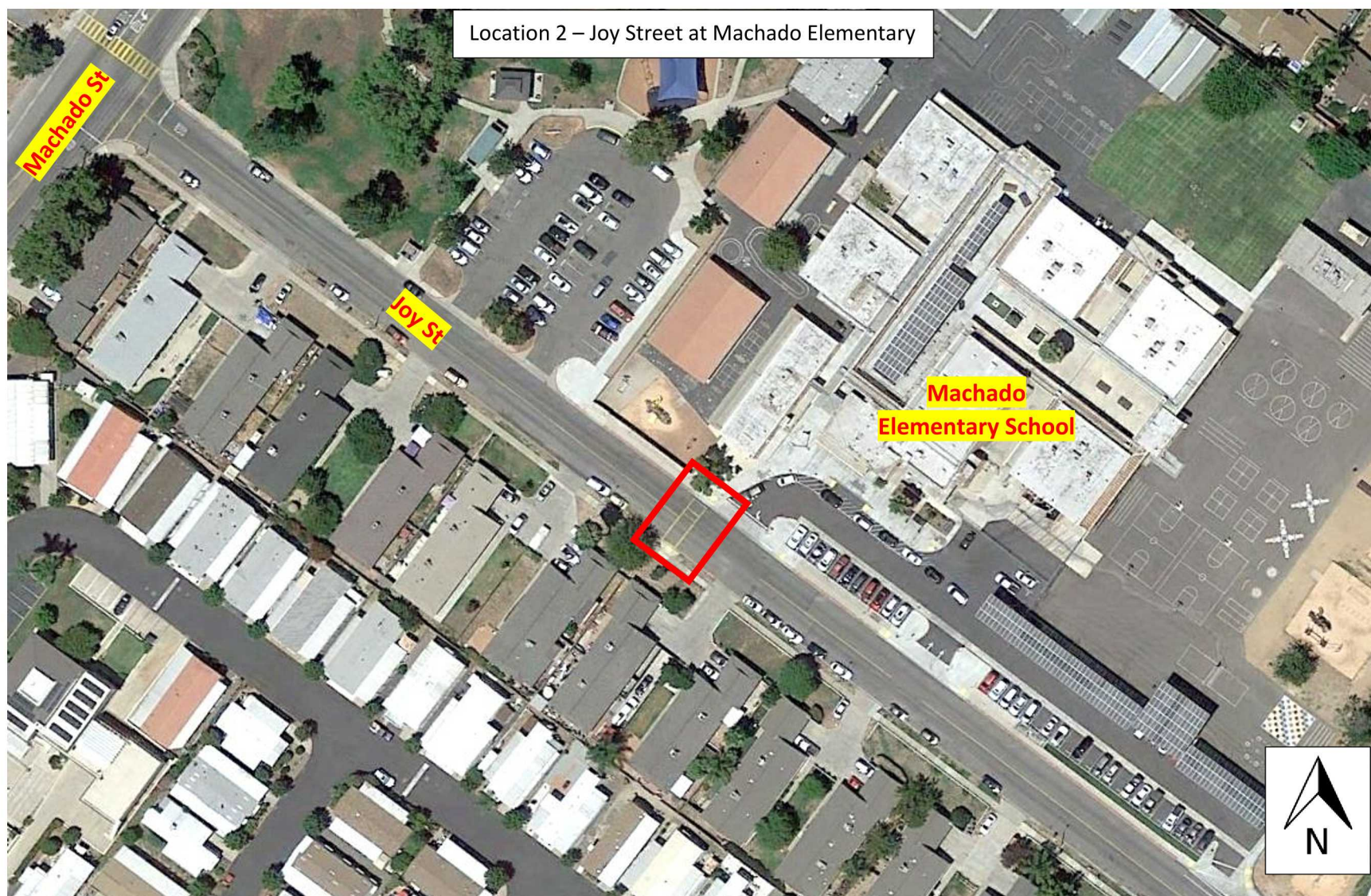
HSIP Cycle 11 Application (08-Lake Elsinore-2) – Project Plans




Upgrade Existing Crosswalk by Installing Rectangular Rapid Flashing Beacon (RRFB) Signs  
& Advanced Yield Line Pavement Markings and Signs



HSIP Cycle 11 Application (08-Lake Elsinore-2) – Project Plans




 Upgrade Existing Crosswalk by Installing Rectangular Rapid Flashing Beacon (RRFB) Signs & Advanced Yield Line Pavement Markings and Signs



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