

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and KOA Corporation, hereinafter referred to as “Consultant.” This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE ADVANCED DILEMMA ZONE SYSTEMS AT 65 INTERSECTIONS, hereinafter referred to as “Agreement,” dated July 13, 2020.

Whereas, the City has need for additional construction management services for which the Consultant is qualified.

Whereas, the Consultant has qualified and available staff to perform said services.

Whereas, it is desirable to amend the Agreement to retain Consultant to perform the required work.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of December 31, 2021 remains as originally agreed.

1.2 Section 4B of the Agreement is hereby amended by increasing the fixed fee by \$11,104.00, from \$29,095.49 to \$40,199.49.

1.3 Section 4C and Exhibit “D” to the Agreement are hereby amended by increasing the total not-to-exceed compensation by \$111,040.00, from \$356,746.35 to \$467,786.35; and to

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
KOA CORPORATION

include the following: "Billing shall be submitted separately for work related to the First Amendment to the Agreement."

1.4 Exhibit A, "Scope of Services," of the original agreement is hereby amended to include the following: "Construction-phase services for the Moreno Valley Ranch ITS and Pigeon Pass Road ITS construction projects as described in Attachment A of the amendment."

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
KOA CORPORATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

KOA CORPORATION

By: _____

By: _____

Mike Lee, City Manager

Title: _____

Date: _____

(President or Vice President)

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

By: _____

City Attorney

Title: _____

Date

(Corporate Secretary)

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

ATTACHMENT A: ADDITIONAL SCOPE OF SERVICES FOR AMENDED AGREEMENT

KOA will provide construction management and inspection services for installation of ITS infrastructure at 18 traffic signal locations. Construction Inspection services will be conducted as directed by the City, and is expected to include the following tasks:

Plans and Specifications review: KOA routinely conducts "Constructability Reviews" of public works projects developed by other firms as well as our own projects. Our CM Division will analyze the PS&E package with a focus on the construction aspects of the contract to ensure that problem areas are mitigated before construction begins, the work is clear so as to avoid ambiguities and extraneous claims, and to note areas where improvements can be made. KOA can additionally provide detailed traffic and civil engineering plan reviews if desired. We will compile a list of required submittals. We will confirm the stormwater BMP requirements and material testing plan.

Preconstruction Meeting: KOA will conduct the preconstruction meeting in whole including preparation and review of the agenda with the City, scheduling, outreach, and conducting the meeting, preparing and distributing minutes.

Point of Contact: KOA staff will serve as the main point of contact for the construction project and between the City and the Contractor. KOA staff will be available during contractor working hours, and as needed during other hours, including evenings and weekends.

Daily Inspection Reports: Reports will include labor, equipment, materials, work conducted, issues/ problems/ resolutions, and weather. The inspector will record incidents such as accidents, damage to infrastructure, and unforeseen conditions. Reports will be collected daily, and transmitted to the City weekly. Disputes and claims will be recorded and transmitted to the City.

The services for construction inspection shall implement project controls in accordance with the relevant standards and specifications, including the:

- Permit Conditions
- Standard Plans and Specifications for Public Works Construction, including all supplements
- Engineered plans and specifications
- California Manual of Uniform Traffic Control Devices (MUTCD) and WATCH manual
- Standard Specifications of the Department of Transportation, State of California (Caltrans), Latest Edition, including all supplements.
- Standard Plans of the Department of Transportation, State of California (Caltrans), Latest Edition, including all supplements.

Daily Construction Site Monitoring: The inspector will monitor work site condition, safety, traffic control (MUTCD and/or WATCH manual), BMP's, and staging. The contractor will be confronted and shall correct unacceptable work, practices and unsafe conditions. The inspector will study and become knowledgeable on the construction documents, and interpret and implement the provisions of the contract documents, soils reports, survey data, Caltrans Standard Specifications, APWA "Green Book" and the City standards. The inspector will serve as the City's representative and liaison to the contractor and his staff. The inspector will communicate with staff for problems and issues that arise, and those needing resolution, especially in an urgent situation. We will confirm that work meets contract requirements. Unacceptable or rejected work shall be reported to the Contractor and the City. Work will be performed in a cost-effective manner, and in the interest of the City.

KOA will prepare a Daily Inspection Report. We will track project progress, note weather conditions and non-work days, and prepare the Weekly Statement of Working Days report.

KOA will monitor and record project progress, recording quantities of work performed, and recommending monthly

progress payments throughout construction.

Utility Coordination: KOA will ensure that utility coordination is performed by the general contractor throughout the construction phase of the project.

Photographic Record: KOA will make a photograph record of the project site before, during, and after completion.

Material Certificates: The inspector will receive, review, approve and file material certifications for delivered construction materials.

Extra Work: In the event of Contractor claims for Extra Work, KOA will receive such documents and transmit to the City for direction. For Force Account work the inspector will verify, document time and materials, equipment, and quantities, and sign daily reports. KOA will assist the City in any Extra Work and Change Order negotiations.

Special Inspection and Material Testing: KOA will coordinate with the City's designated material testing firm as needed to provide inspection of construction materials as needed.

Submittals and Shop Drawings: KOA will receive, transmit to the City, and provide recommendation on shop drawings and submittals. However, we should note that the responsible engineer and City will need to make determinations as to a design and engineering nature. KOA will facilitate this process.

Construction Meetings: KOA staff will facilitate and attend construction meetings as needed.

Contractor Invoicing and Payment: KOA will review the Contractor's payment requests and verify quantities of completed work for progress payments to the Contractor.

Closeout and Punchlist: KOA will conduct a final walkthrough inspection, develop "punchlists" of incomplete work, and follow up until all work is complete and corrected. A final inspection and recommendation of completion will be provided to the City. All files will be populated, completed, and transmitted to the City for their files and approval.

As-Built Plan: KOA will verify that the Contractor's "As-Built" plan is current and correct, and at least a monthly basis as well as track the project progress and changes on our own plan copy for comparison.

DELIVERABLES

- ✓ Daily Reports
- ✓ Incident Reports
- ✓ Direction to Contractor
- ✓ Material Certificates of Compliance
- ✓ Quantity Reports
- ✓ Photographs
- ✓ Extra Work/ Time and Materials Records
- ✓ Special Inspection Reports
- ✓ Material Testing Reports
- ✓ Submittals and Shop Drawings
- ✓ Pay Request Recommendations
- ✓ Punchlist
- ✓ Recommendation of Final Completion
- ✓ As-Built Plan