

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION
MANAGEMENT SERVICES FOR THE ADVANCED DILEMMA ZONE SYSTEMS AT 65
INTERSECTIONS
PROJECT NO. 808 0018
FEDERAL PROJECT NO. HSIPL-5441(068)**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and KOA Corporation, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (Scope of Work) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant services for the Advanced Dilemma Zone Detection Systems at 65 Intersections, Project No. 808 0018 and Federal Project No. HSIPL-5441(068).

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. The City will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds the City's approved overhead rate set forth in the Cost Proposal. In the event, that the City determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by the City shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in herein shall not be exceeded, unless authorized by AGREEMENT amendment.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

4A. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

4B. In addition to the allowable incurred costs, the City will pay CONSULTANT a fixed fee of \$29,095.49. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

4C. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$356,746.35.

4D. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through December 31, 2021, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent CONSULTANT and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation,

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin,

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each Subconsultant to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

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

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its Subconsultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

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

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and Subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the [Public Works Director/City Engineer](#), fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his Subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its Subconsultants to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any Subconsultants that, after a due diligent inquiry, Consultant and the respective Subconsultant(s) are in full compliance with all laws and regulations. Consultant shall take, and require its Subconsultants to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's Subconsultants performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its Subconsultants shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its Subconsultants to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONSULTANT for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- a) CONSULTANT shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONSULTANT violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONSULTANT may terminate the Agreement, as provided the General Conditions.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

- c) CONSULTANT shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONSULTANT.)
- d) CONSULTANT shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- f) CONSULTANT shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONSULTANT shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- j) CONSULTANT shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 808 0018**

representatives to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

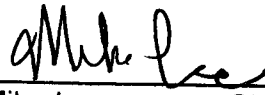
- k) CONSULTANT shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONSULTANT shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- m) CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

KOA Corporation

BY: 
Mike Lee, City Manager

BY: 


Name: Min Zhou

TITLE: President
(President or Vice President)

JUL 13 2020

Date

6/22/2020
Date

BY: 

Name: Joel Falter

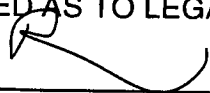
TITLE: Corporate Secretary

(Corporate Secretary)
6/22/20

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

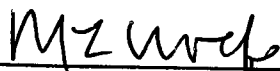


City Attorney

7/8/20

Date

RECOMMENDED FOR APPROVAL:



Department Head

7/13/2020

Date

EXHIBIT A

Scope of Services

KOA will provide construction inspection services for installation of ADZDS systems and related civil ADA curb ramp improvements. 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 bidding, 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.

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 on site during contractor working hours, and will be available as needed during other hours, including evenings and weekends.

Daily Inspection Reports: Reports will be completed in compliance with Caltrans and federal-aid requirements. 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. Steel will be verified in compliance with federal-aid "Buy America" provisions.

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 and maintain a weekly Resident Engineer's Diary. We will track project progress, note weather conditions and non-work days, and prepare the Weekly Statement of Working Days report.

KOA will receive and review the Contractor submitted monthly DBE reports, verify correctness, and ensure that the correct DBE participation is being implemented on the project.

KOA will monitor and record project progress, recording quantities of work performed, and recommending monthly progress payments throughout construction.

KOA will review subcontractor request forms as needed, and recommend actions to the City as appropriate.

KOA will coordinate the delivery, storage, and pickup of City-provided ADZDS equipment.

KOA will ensure that all new work is compliant with ADA requirements, specifically including the curb ramps.

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 (i.e. load tickets), for delivered construction materials, including traffic signal hardware, PCC, asphalt, and aggregates.

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 subgrade, base, concrete and traffic signal control equipment as needed. KOA will arrange for systems acceptance testing for each completed intersection, and will coordinate with the Transportation Management Center (TMC) as needed.

Employee Interviews: Contractor employees will be interviewed in compliance with federal-aid requirements.

Labor Compliance: KOA will compare employee stated wages against Certified Payroll reports and State and Federal Prevailing Wage rates to affirm compliance. KOA will perform labor interviews with construction laborers (typical one from each trade per month minimum). We will verify compliance with state and federal wage rate requirements. KOA can review submitted Certified Payroll statements as well.

KOA performs its own labor compliance reviews with our own staff. We ourselves are registered with the state of California Department of Industrial Relations as a general contractor providing Building/ Construction Inspector services, and we are subject to the same state and federal prevailing wage law requirements as any other contractor who will be working with the projects anticipated in this project assignment. KOA has provided labor compliance for all of our public works projects where we were required to do so, with tasks including conformance to prevailing wage rate requirements; apprenticeship programs; notifying and tracking corrective actions; verifying required postings, conducting employee interviews, verifying final compliance, and submittal of final report/resolutions to the client.

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, including meetings with Caltrans LAPM.

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

- Constructability Review
- Daily Reports
- Incident Reports
- Direction to Contractor
- Material Certificates of Compliance
- Quantity Reports
- Employee Interviews
- Photographs
- Extra Work/ Time and Materials Records
- Special Inspection Reports
- Material Testing Reports

- Labor Compliance Review
- Submittals and Shop Drawings
- Pay Request Recommendations
- Punchlist
- Recommendation of Final Completion
- As-Built Plan

Americans with Disabilities Act (ADA) Compliance

It is imperative that the project be in compliance with ADA requirements. For this project, this would include pedestrian push buttons (if included), horizontal clearance around poles and obstructions, pavement slopes, and curb access ramp details. KOA will verify that the project is ADA compliant.

Buy America

Federal-aid provisions require that steel products are produced in the United States. KOA will verify that delivered steel products carry the appropriate Buy America certification.

Prevailing Wage Rate Staff

All of our inspection staff are W-2 employees, and are paid in accordance with prevailing wage requirements. KOA does not participate in 1099 non-employee non-prevailing wage hiring practices.

PROJECT MANAGEMENT AND CONTROL SYSTEM

KOA staff can coordinate with the City to develop an integrated cost and schedule information system to provide up to date and accurate information regarding schedule, budgets, expenditures, and change orders to KOA's Construction Managers, contractors, Caltrans, and City staff. KOA staff is familiar with Virtual Project Manager (VPM), ProCore and EDOC Document Control systems and have used them all on recent projects. These systems are easy to navigate and upload documents to so that the project parties and personnel can share information and review real time data as the project progresses. Project submittals and Requests for Information (RFI's) can be uploaded to the systems and date sensitive tracking can be placed on each item to get the proper responses back from the designer, City and Construction management team to the contractor so they can proceed with ordering the correct materials in a timely fashion in order to keep the project flowing.

The master schedule of the Project Controls System (PCS) will enable critical activities and interrelationships between the contractors, suppliers, the City, the City's Project Manager, design engineers, utility companies, and construction manager; including our sub-consultants to be monitored efficiently during the construction phase of the project. The master schedule will identify permit constraints, work area restrictions and other known work and/or coordination constraints. The master schedule will be created by the contractor, submitted and reviewed by the project team prior to approval of the schedule. Careful consideration will be placed on the historically long lead time items such as the ADZDS equipment.

The cost-monitoring element of the PCS will enable project-wide monitoring of expenditures for comparison with the original budgets and budget updates resulting from change orders processed during the life of the project. Monthly reporting will enable accurate cost forecasting at any time. Project invoices and quantity verifications can also be uploaded and tracked on the shared site as well as Change Order Requests and approved change orders. Force account work can be tracked and project cost tracking and burn rates can also be tracked via the shared site so that invited parties can review these items during the project as it moves forward.

The project files will be maintained electronically and in paper format by the KOA Construction Management team according to the Caltrans Local Assistance Procedures Manual (LAPM) for all categories that apply that can be copied to electronic devices or uploaded to the Document Control System at the end of the project and turned over to the City. We have found that maintaining clean, accurate and thorough documentation helps to sail through Caltrans Mid-Cap and final audits so that any funding is never placed in jeopardy or the city is not at risk for claims or liability.

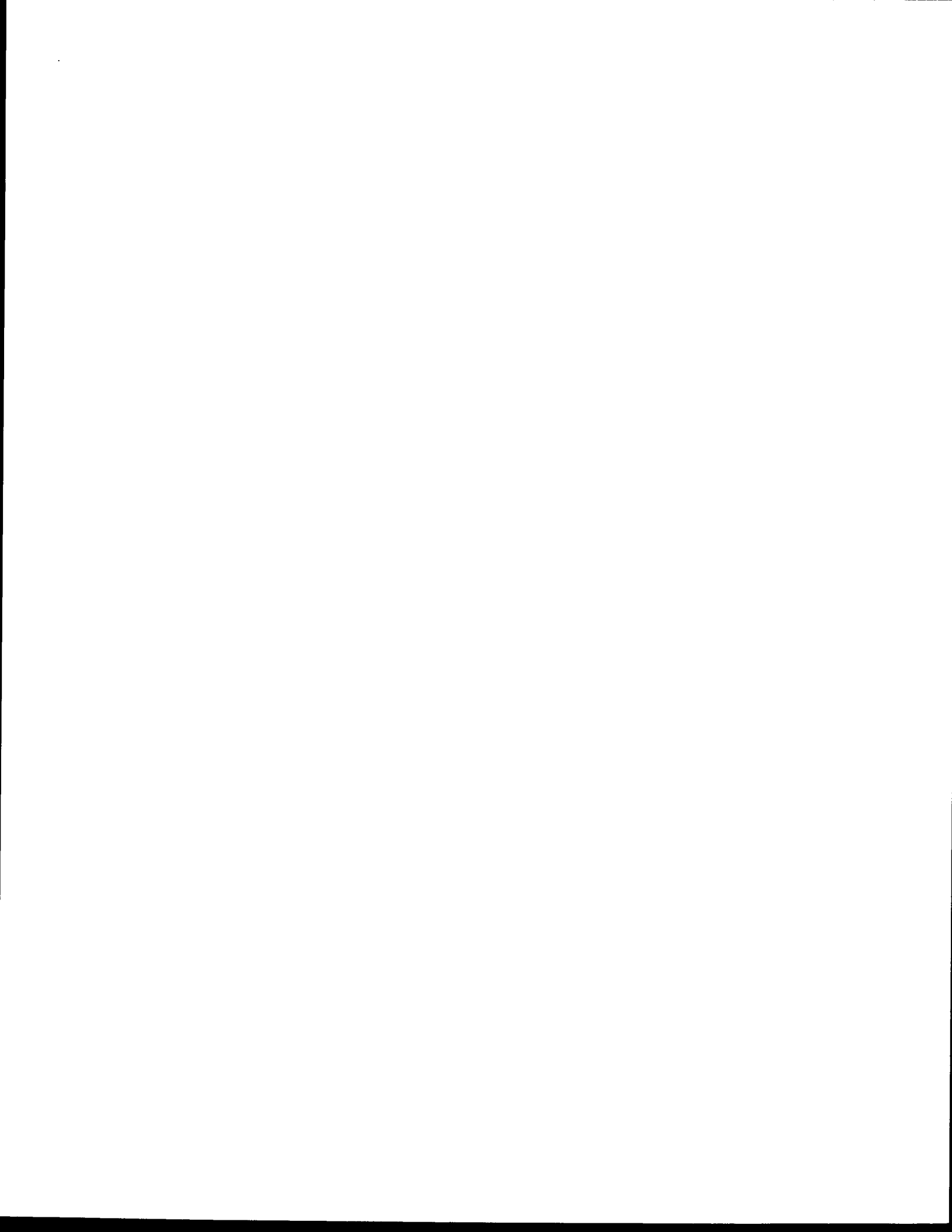


EXHIBIT B

SCHEDULE

The Consultant shall provide services in accordance with the construction contractor's schedule.

1

EXHIBIT C

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT D

TERMS OF PAYMENT/CONSULTANT COST PROPOSAL

1. The Consultant's total compensation shall not exceed \$356,746.35.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at TechInfo-CapProj@moval.org. Accounts Payable questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.



Certificate of Corporate Secretary

To Whom It May Concern:

I hereby certify that I am the Secretary of KOA Corporation, a California Corporation. The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at a meeting of the Board held on January 6, 2020, and entered in the minutes of such meeting in the minute's book of the corporation.

"Be it resolved that the Board of KOA Corporation hereby grants authority to bind this corporation in professional services agreements to each of the following individuals:"

Min Zhou, President
Jimmy Lin, Management Executive
Joel Falter, Vice President, Corporate Secretary
Juan Gutierrez, CFO, Treasurer
Walter Okitsu, Vice President

Ming Guan, Vice President
Chuck Stephan, Vice President
Doug Yeh, Vice President
Stephen Bise, Vice President
Diana Skidmore, Managing Director

For professional services agreements less than \$100,000, a single signature of any of the above is sufficient. For agreements of \$100,000 or more, two signatures are required.

Certified this 6th day of January 2020 by the Board of Directors. A Board quorum was present.

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: January 6, 2020


Joel Falter
Corporate Secretary

(Corporate seal)