

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

KOA CORPORATION

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
KOA CORPORATION**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2022 by and between the CITY OF CARSON, a California municipal corporation (“City”) and KOA CORPORATION, a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Seventy Eight Thousand Thirteen Dollars and Thirty Two Cents (\$78,013.32)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

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 "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name) (Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be [REDACTED]. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an

independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

\$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following “cancellation” notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant’s activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant’s indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[tjl]

CONSULTANT:

KOA CORPORATION, a California corporation

By:_____

Name:

Title:

By:_____

Name:

Title:

Address: 1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	DATE OF DOCUMENT
_____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant (sometimes, “KOA”) will perform traffic engineering services (“Services”) by developing and preparing a Local Roadway Safety Plan (“LRSP”) to help reduce fatalities and serious injuries on public roads while also reflecting the changing needs, priorities, and local protocols and goals of the community at large. Consultant will collaborate with the City and key stakeholders to develop an LRSP that provides a full-range strategy that addresses the identified traffic collisions and safety issues. The overall process will include:

- Obtaining public feedback and input, particularly from the City’s emergency safety services;**
- Identifying “priority areas” to establish Plan goals and strategies;**
- Developing innovative, effective systemic, and spot-location safety countermeasures based on industry-standard practice and the “4 E’s” of highway safety;**
- Building an implementation plan that prioritizes infrastructure projects to achieve maximum benefit to-cost; and**
- Delivering the Plan as a “living document” that can be continually leveraged into competitive grant application opportunities for future funding of safety projects.**

A. TASK 1: PROJECT MANAGEMENT/ADMINISTRATION

It is expected that the majority of the project management will be accomplished through the monthly meetings with the City, emails, and other correspondence. KOA will be responsible for coordinating with the KOA task leaders and support staff while providing assurance that all tasks are being completed on time and as expected. KOA personnel assigned to this project will be located in our Carson and Monterey Park offices. Quality control will be consistently and thoroughly applied throughout the project development. This will be done by placing a priority on deliverables, which will be organized, thorough, and streamlined to maximize efficiency. The QA/QC manager, who will manage the quality control and quality assurance, will conduct appropriate level of oversight, and will demonstrate a concerted commitment to providing a high-quality product. The process will also be applied to invoice processing and related project documentation forms required by the City and/or Caltrans.

TASK 1.1: PROJECT MANAGEMENT

Ms. Ivy Hang, our proposed Project Manager, will ensure project costs are effectively controlled with a thorough review of the schedule at the start of the project and close management of staff hours allocated to each task. She will oversee

the day-to-day operations of the project and will communicate frequently with the City throughout the project.

QUALITY CONTROL PLAN

Without question, any client expects their consultants to prepare and deliver high-quality work projects, and we know that the City of Carson will expect no less. We are committed to generating quality work products and strive to produce error-free reports and plans. Mr. Walter Okitsu, PE, PTOE, PTP, RSP2I has been designated as the Quality Assurance/Quality Control Manager for this contract. Our quality assurance/quality control (QA/QC) program involves having reports and plans go through a minimum two-stage internal review process before allowing deliverables to be submitted to an agency for review and approval. The first stage of internal review involves a peer review by an experienced planner or design engineer, depending on the deliverable to be submitted. The second stage of internal review involves another round of reviews by one or more senior-level planners or registered engineers, depending on the deliverable type.

BUDGET MANAGEMENT

Understanding and meeting the required project schedule and budget limitations are key elements for successful project delivery. Therefore, our management plan includes the project manager's close tracking of the project schedule.

With respect to controlling project costs, having up-to-date project expenditure information is essential. Our accounting system allows for the tracking of overall project and task expenditures and is accessible from the computer desktops of principals and project managers. By tracking the project's financial progress regularly, warning flags that tasks are at risk of not being completed within budget will be identified quickly. Remedial actions will be taken, as necessary, based on this continuous tracking of expenditures.

PROJECT MEETINGS

KOA will establish a project schedule that will include all tasks identified in the scope of work and identify submittal milestones and City review periods. The project schedule will be presented at the kickoff meeting for review and refinement with City staff.

Our Team will attend a meeting with City staff to kick off this project. The primary purposes of the meeting will be to:

- Clarify the objectives of the study and discuss the desired outcomes for this work
- Discuss the purpose and goals of the LRSP
- Identify potential stakeholders for the safety partner meetings

- Refine the work plan and schedule

In addition, KOA will schedule two progress in-person or virtual meetings for the 3-month duration of this project. The progress meetings will include discussion of the project progress, debriefing of completed tasks, and addressing any problems that may occur. Ivy will send the meeting agenda to the City at least two business days in advance. Within two business days after each meeting, meeting minutes will be prepared and submitted to the City and other involved parties for review and comments. Each set of minutes will include a list of action items and identify each item's responsible party.

TASK 1.2: STAKEHOLDER MEETINGS

Our Team will coordinate with City staff to identify stakeholders to provide input to the project. Anticipated safety partners for the LRSP project include the City's elected officials, public works staff, local community, businesses, and local transportation providers, Los Angeles County Sheriff's Department, Los Angeles County Fire Department, El Rancho Unified School District, as well as advocacy groups promoting public health and safety. The details are set forth in Task 2.

Task 1 Deliverables

- One project kickoff meeting
- Refined scope of work and schedule
- Meeting agendas and meeting minutes
- Project schedule with submittal milestones and City review periods
- Monthly progress reports and invoices
- Public outreach presentation and materials

B. TASK 2: DEVELOP PLAN GOALS AND STANDARDS

We will work with City staff to establish goals and objectives before completing the comprehensive data analysis. The goals and objectives focus on improving traffic and pedestrian safety and will identify emphasis areas. The team will identify safety challenges specific to the City of Carson that are elevating the risk of traffic injuries. The goals and objectives will be structured to meet the needs of the LRSP Program, provide optimal support of statewide funding priorities, and incorporate Priority Safety Strategies, Infrastructure Safety Projects, and Behavioral Safety Strategies and feedback from stakeholders and City staff. Each goal will be associated with a set of objectives that will help determine the prioritization of plan recommendations.

C. TASK 3: ESTABLISH STAKEHOLDERS

TASK 3.1: STAKEHOLDER MEETINGS

KOA will work with City staff to establish the potential list of safety partners/stakeholders to provide input to the project. Anticipated members of the stakeholders for the LRSP project may include the elected official management, traffic safety partners, advocacy groups, transit operators, schools, Los Angeles County Sheriff's Department, Los Angeles County Fire Department. KOA will work with City staff to finalize the safety partners/stakeholders and contact person from each party.

Through our LRSP and SSAR projects, KOA has found it beneficial to learn key stakeholders' perspectives. They will identify areas that should receive particular focus and describe issues encountered in those areas. Public engagement is an essential component of a successful LRSP. The Team will conduct at least three stakeholder group meetings to obtain input and feedback throughout the development of the LRSP. KOA will lead the stakeholder meetings to establish LRSP vision and goals, identify high need areas, review potential solutions/countermeasures.

The stakeholder meetings will be held virtually, or in-person based on the safe practice at the time of the meetings. The KOA Team will organize the stakeholder meetings and lead discussions among participants. KOA will host the stakeholder meetings and prepare documentation (meeting agenda/minutes, PowerPoint presentation, etc.) for the stakeholder meeting efforts in the LRSP.

KOA proposes to have three (3) safety partner/stakeholder meeting sessions, and the details are summarized below:

1) The first stakeholder meeting session will occur after the collision data analysis that KOA will present the collision trends and results to the community members. During this meeting, we will:

- Identify LRSP vision and goal
- Identify major transportation safety issues, areas, and priorities
- Identify emphasis areas (minimum 4 emphasis areas)
- Identify and discuss any ongoing transportation safety enhancement programs and campaigns
- Identify potential solutions to the safety concern areas

2) The second stakeholder meeting will be held after KOA has compiled a list of safety countermeasures and action items (including comments from the previous meeting). The participants, again, will have a chance to provide their feedback through this meeting. We will review the list of safety engineering countermeasures

and non-engineering programs. Also, discuss the desired solutions to enhance roadway safety during this meeting.

3) KOA will revise the list of countermeasures based on public comments. At the third meeting, KOA will present the refined safety measures and identify the implementation action plan.

Finally, a draft of the LRSP will be circulated for review and comment.

TASK 3.2 VIRTUAL ENGAGEMENT

In addition to the three (3) meeting sessions with the safety partners/stakeholders, KOA proposes a virtual input experience in response to limitations under COVID-19. This will include a project website, a map input embedded on the project website. The website will consist of the 1) project overview; 2) collision map; 3) project updates and upcoming events; 4) report concerns (online mapping tool or form submittal). KOA will work with City staff to promote the project website on the City's official website, and social media (e.g., Facebook, Instagram, and Twitter) pages with graphics and verbiages. KOA will maintain and frequently update the website with the latest project information.

Task 3 Deliverables

- Three (3) stakeholder meetings
- Meeting agenda and minutes
- Project website and interactive map
- Presentation slides and exhibits used for the meetings

D. TASK 4: ANALYZE SAFETY DATA

TASK 4.1: DATA COLLECTION

KOA will gather and geocode a minimum of five years of Statewide Integrated Traffic Records System (SWITRS) collision data. KOA will coordinate with the City's Public Works Department staff to obtain additional data (e.g., traffic data, police citation reports, project study reports, feasibility study, etc.), if needed and available, for a comprehensive review and analysis. KOA will coordinate with the City's Public Works Department staff to obtain available documents and data such as traffic volumes, speed surveys, roadway classifications and other relevant data for consideration when identifying countermeasures for appropriate application at identified locations within the City.

TASK 4.2: COLLISION HISTORY ASSESSMENT

KOA will conduct an in-depth analysis of the SWITRS data for the past five years. However, KOA recommends reviewing collision data up to seven years as the COVID-19 may have impacted travel pattern and/or collision statistics. SWITRS includes collisions of all severity levels, including property damage only collisions. Through the collision data analysis, KOA will identify prominent collision patterns, which will include a combination of collision type, location type (signals vs. mid-block), Primary Collision Factors (PCFs), involved parties, movements preceding the collisions, lighting conditions, and others. KOA will also identify trends related to shifts in crash type and contributing factors involving with pedestrians, cyclists, seniors, school age children, and other vulnerable users.

KOA will rank the intersections and roadway segments within the City by collision frequency, and Equivalent Property Damage Only (EPDO) scores, which reflect an order of magnitude difference between the societal costs of fatal and severe injury crashes versus non-severe injury crashes. This practice helps our Team identify prioritized locations for field review. The goal is to identify high crash concentration locations and similar intersections that may not have the same crash history but share similar risk factors.

TASK 4.3: EMPHASIS AREAS

Through stakeholder engagement and collision data assessment, KOA will identify top transportation safety emphasis areas. Transportation safety includes three aspects: risky behaviors, vulnerable users, and infrastructure. The emphasis areas will be KOA will summarize the main safety emphasis areas within the City of Carson in the collision data analysis section of the LRSP.

The recommended safety countermeasures related to infrastructure, risky behavior, or vulnerable users will align with the emphasis areas to meet the LRSP needs. Also, the emphasis areas will be compared with the challenge areas in the California Strategic Highway Safety Plan (SHSP).

Task 4 Deliverables

- List of top 20 intersections
- List of top 10 roadway segments
- Charts and graphs summarizing the results (includes intersection and roadway segments)
- List of potential emphasis areas
- Microsoft Excel database of SWITRS collision data

E. TASK 5: FIELD VISITS

KOA will conduct a field review further to expand our understanding of the City's roadway network and collect various roadway characteristics of the high collision areas. A field review is essential for correctly interpreting the observed crash patterns. KOA will examine the characteristics that could be responsible for collisions at high-risk roadway segments and intersections. KOA will identify and prepare the fact sheets for the potential countermeasures for future HSIP grant applications. The fact sheet summarizes the collision statistics, physical characteristics, the likelihood of behavioral factors contributing to the crashes (including human factors), and recommended improvements with a high-level planning cost estimate.

Task 5 Deliverables

- Project fact sheets

F. TASK 6: DEVELOP CRITERIA & IDENTIFY PRIORITY PROJECTS & COUNTERMEASURES

KOA will develop both engineering and non-engineering countermeasures (other E's) strategies to address the identified collision patterns and safety emphasis areas based on collision data analysis and stakeholder input. The countermeasures will be selected and refined based on feedback from the project team, City staff and key stakeholders.

TASK 6.1: SELECT ENGINEERING COUNTERMEASURES

Based on the collision analysis and roadway field investigation, KOA will identify top risks and contributing factors to the prominent collision patterns in Carson. KOA will follow the guidance in Section 4 of the Local Roadway Safety Manual (LRSM) to identify countermeasures for addressing safety issues. KOA may also use other sources such as Federal Highway Administration (FHA) Proven Countermeasures, American Association of State Highway Transportation Officials (AASHTO) Highway Safety Manual, Crash Modification Factor (CMF) Clearinghouse, and Various reports published by the National Cooperative Highway Research Program (NCHRP).

As we complete this step, KOA will focus on finding the ideal balance between collision analyses on a systemic basis and addressing high crash concentration locations. The list of safety countermeasures will incorporate continual feedback from City staff and key stakeholders and reflect patterns of existing facilities in the study area.

The countermeasures will be categorized by facility type:

- Roadway Segment
- Signalized Intersection

- Non-Signalized Intersection

KOA will prioritize the list of countermeasures to address the emphasis areas. The prioritized matrix will be used for the development of safety projects to address selected high crash locations and identify programmatic approaches for the implementation of safety mitigations city-wide. The prioritization of countermeasures will consider factors such as the Crash Modification Factor (CMF) applicability, EDPO values by collision severity, applicability to multiple locations, implementation costs, right-of-way requirements, and other factors. Conceptual graphics of each countermeasure will be developed.

TASK 6.2: NON-ENGINEERING PROGRAMS (OTHER E'S)

Improving transportation safety in a city involves more than just “engineering.” Our Team will propose programs related to other transportation “E” s, including education, enforcement, emergency response services, and emerging technologies to address transportation safety issues that cannot be resolved by engineering solutions alone. For each identified safety emphasis area, our Team will develop and/or build upon strategies for policies, programs, campaigns, and other action items based on the non-engineering “E” s. Our Team will also provide a matrix to summarize the funding sources for implementing the proposed safety campaigns and programs.

Our Team will also note emerging technologies, including Intelligent Transportation Systems (ITS), advanced dilemma zone detection, data collection innovations, and other emerging technologies that can improve safety within the City.

TASK 6.3: CALCULATE BENEFIT/COST RATIO

KOA will calculate the benefit/cost ratio (BCR) of these safety projects by completing a preliminary cost estimation and identifying collision reduction benefits of the projects. This methodology will reflect the same procedure as used by the HSIP grant to determine funding.

KOA will then create a project priority list for both engineering and non-engineering projects. KOA will prioritize the safety projects based on the following considerations:

- Benefit-Cost Ratio (for engineering solutions only)
- Public acceptance and preference
- City’s CIP and funding availability/restriction
- Funding availability for non-engineering programs and campaigns
- Potential for grant award

- Other factors recommended by City Staff

KOA engineers will conduct a detailed planning-level cost estimation for each safety project where the cost will show the improvement by line item. Also, the cost estimate will include the cost for preliminary engineering, construction, inflation contingency, etc. (similar requirement in the HSIP Analyzer).

A master matrix will be developed summarizing the countermeasures associated with the number of preventable collisions, cost estimate, BCR, showing the percentage of eligibility for grant funding, etc.

TASK 6.4: IMPLEMENTATION & EVALUATION PLAN

Evaluation is critical to understand what is working and should continue and what is not working and should be modified or discontinued. Similar to the Strategic Highway Safety Plan (SHSP), KOA will develop an evaluation plan that will assess both the process and performance of the LRSP. The process evaluation will examine roles and responsibilities of the involved departments of the City and process activities such as establishing a timeline for monitoring and updating performance data. The performance evaluation of the LRSP will define outcome measures for each emphasis area.

TASK 6.5: GRANT ASSISTANCE

KOA will assist City staff in identifying the applicable grants that align with the recommended safety projects. KOA will list sources of funding that could potentially fund the projects proposed in the LRSP. KOA has experience working on transportation grants, having prepared over 100, and thus understands the various sources of funding available to cities and the projects most likely to be awarded for each. In particular, KOA will assess projects for HSIP, ATP, SRTS, and other funding opportunities.

Task 6 Deliverables

- List of proposed countermeasures and safety programs
- Maps and potential project concepts
- Matrix of prioritizing the proposed countermeasures with EPDO scores and cost benefit ratio
- Cost estimate and cost benefit ratio of proposed countermeasures
- Prioritization methodology

G. TASK 7: LOCAL ROADWAY SAFETY PLAN

KOA's process for developing LRSPs follow Federal and State guidelines, which allows for flexibility. We will work with Carson's Public Works and Engineering Department to ensure that the LRSP is developed as a "living document" that will be continually reviewed and updated to reflect changing local needs and priorities. Since the proposed recommendations will apply for the subsequent HSIP Cycles, it is highly probable that one or more of the suggested projects, especially if low cost and/or "high priority," is funded and built before the next Call.

As such, the City will need to be able to collaborate between departments to identify how and when each approved improvement project will be constructed. KOA will therefore work with the City of Carson to develop the LRSP with mechanisms to allow for continual modifications and updates as necessary, to evaluate the success of the plan over time, plan project implementations, and determine when such updates are needed.

To this end, we will ensure that:

1. The goals set forth in the LRSP are evaluated periodically to measure its success
2. Proper revisions are considered and planned at regular intervals, even beyond the next HSIP Cycle (e.g., annually, every 2 years, etc.)
3. We consider a committee or ad-hoc group (composed of city staff) be formed to meet periodically to:
 - a. Oversee the implementation of the LRSP
 - b. Hold all stakeholders and departments accountable for progress on the plan's goals
 - c. Identify further involvement from safety partners from entities outside the City

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

As detailed in Section I. above.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

As requested by the Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

- V. Consultant will utilize the following personnel to accomplish the Services:**
- A.** Joel Falter, Principal-in-Charge
 - B.** Ivy Hang, Project Manager
 - C.** Walter Okitsu, PE, PTOE, PTP, RSP2I, QA/QC Manager
 - D.** Jonathan Raspa, AICP, Collision Data Analysis, Task Lead
 - E.** Hilary Mau, Collision Data Analysis
 - F.** Giuseppe Canzonieri, PE, Engineering Safety Countermeasures & Projects, Task Lead
 - G.** Daniel Hendricks, EIT, Engineering Safety Countermeasures & Projects
 - H.** Zachary Popp, RSP1, Engineering Safety Countermeasures & Projects
 - I.** Ivy Hang, Other Es, Task Lead
 - J.** Marisol Gonzalez, Other Es
 - K.** Hilary Mau, Other Es
 - L.** Scott Kawakami, EIT, Other Es
 - M.** Frank Barrera, RSP1, Local Roadway Safety Plan, Task Lead
 - N.** Ryan Kelly, PE, Local Roadway Safety Plan
 - O.** Gregory Garces, Local Roadway Safety Plan

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant
 Consultant KOA Corporation
 Project Name Local Roadway Safety Plan Preparation-NO. 1658 Contract No. 22-004 Date 3/30/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Ivy Hang	80	\$57.70	\$4,616.00
QA/QC Manager	Walter Okitsu, PE, PTOE, PTP, RSP2I	30	\$87.50	\$2,625.00
Principal	Joel Falter	4	\$107.10	\$428.40
Senior Engineer	Giuseppe Canzonieri, PE	14	\$74.20	\$1,038.80
Senior Planner I	Frank Barrera, RSP1	20	\$60.00	\$1,200.00
Senior Planner I	Ryan Kelly, PE	8	\$74.00	\$592.00
Senior Planner II	Jonathan Raspa, AICP	34	\$50.96	\$1,732.64
Senior Associate Planner I	Daniel Hendricks, EIT / Hilary Mau	106	\$49.00	\$5,194.00
Senior Associate Planner I	Zachary Popp, RSP1	24	\$37.00	\$888.00
Senior Associate Engineer	Gregory Garces	68	\$41.00	\$2,788.00
Associate Planner I	Marisol Gonzalez / Scott Kawakami, EIT	216	\$32.00	\$6,912.00
Total Hours		604		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$28,014.84
b) Anticipated Salary Increases (see page 2 for calculations)	\$1,400.74
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$29,415.58

INDIRECT COSTS

d) Fringe Benefits (Rate: 41.85%)	e) Total Fringe Benefits [(c) x (d)]	\$12,310.42
f) Overhead (Rate: 29.19%)	g) Overhead [(c) x (f)]	\$8,586.41
h) General and Admin. (Rate: 69.88%)	i) Gen & Admin [(c) x (h)]	\$20,555.61
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$41,452.44

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:	10.00%	\$ 7,086.80
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Shipping & Reproduction		LS		\$0.00
Milage	100	Mile	\$0.585	\$58.50
				\$0.00
				\$0.00
l) TOTAL OTHER DIRECT COSTS				\$58.50

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

	\$0.00
	\$0.00
m) TOTAL SUBCONSULTANTS' COSTS	\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$58.50
TOTAL COST [(c) + (j) + (k) + (n)]	\$78,013.32

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the

Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$78,013.32 as provided in Section 2.1 of this Agreement.**
- V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**


EXHIBIT C-1
BILLING RATE

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate
Project Manager	Ivy Hang	80	\$57.70
QA/QC Manager	Walter Okitsu, PE, PTOE, PTP, RSP2I	30	\$87.50
Principal	Joel Falter	4	\$107.10
Senior Engineer	Giuseppe Canzonieri, PE	14	\$74.20
Senior Planner I	Frank Barrera, RSP1	20	\$60.00
Senior Planner I	Ryan Kelly, PE	8	\$74.00
Senior Planner II	Jonathan Raspa, AICP	34	\$50.96
Senior Associate Planner I	Daniel Hendricks, EIT / Hilary Mau	106	\$49.00
Senior Associate Planner I	Zachary Popp, RSP1	24	\$37.00
Senior Associate Engineer !	Gregory Garces	68	\$41.00
Associate Planner I	Marisol Gonzalez / Scott Kawakami, EIT	216	\$32.00
Total Hours		604	

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule, commencing no later than 7 calendar days following issuance of a Notice to Proceed:

													
Carson LRSP Schedule													
Week	1	2	3	4	5	6	7	8	9	10	11	12	13
TASK 1: Project Management/Administration													
Kick-off Meeting	★												
Quality Control													
Progress Meetings				○				○					
TASK 2: Develop Plan Goals and Objectives													
Formalize Plan Goals and Objectives													
TASK 3: Establish Stakeholders													
Stakeholder Meeting								●					
Virtual Engagement													
TASK 4: Analyze Safety Data													
Data Collection													
Collision Analysis													
Identify Safety Emphasis Areas													
TASK 5: Field Visits													
Field Review													
TASK 6: Develop Criteria & Identify Priority Projects & Countermeasures													
Select Engineering Countermeasures													
Non-Engineering Programs (Other E's)													
Calculate B/C Ratio and Prioritization													
Implementation & Evaluation Plan													
Grant Assistance													
Task 7: Local Road Safety Plan													
Draft Report													
Final Report													
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">★ Kick-off Meeting</div> <div style="text-align: center;">● Stakeholder Meeting</div> <div style="text-align: center;">○ Project Meetings</div> <div style="text-align: center;">■ KOA Tasks</div> <div style="text-align: center;">■ City Review</div> </div>													

It being understood that the schedule set forth above is merely an estimated schedule and that therefore, it is possible for Consultant to deviate from such schedule, all tasks must nevertheless be completed by no later than six (6) months following issuance of Notice to Proceed.

II. Consultant shall deliver the following tangible work products to the City.

As detailed in Exhibit A, Section I.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.