

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

FIRST AMENDMENT TO AGREEMENT NO. 34629

34629

THIS FIRST AMENDMENT TO AGREEMENT NO. 34629 is made and entered, in duplicate, as of March 21, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 10, 2017, by and between KOA CORPORATION, a California corporation ("Consultant"), with a place of business at 1100 Corporate Center Drive, Suite 300, Monterey Park, California 91754, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with a Downtown Long Beach Area Parking Study; and

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 34629 whereby Consultant agreed to provide these services; and

WHEREAS, the Parties desires to increase the contract amount for a revised total not to exceed amount of \$333,473 and attach a revised scope of work;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the Parties agree as follows:

1. Section 1.B. of Agreement No. 34629 is hereby amended to read as follows:

"B. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Three Hundred Thirty-Three Thousand Four Hundred Seventy-Three Dollars (\$333,473), at the rates or charges shown in Exhibit "B"."

2. The Scope of Work in Exhibit "A" to the Agreement is hereby amended to include additional services more particularly described in Exhibits "A-1" and "A-2", attached hereto and incorporated by this reference.

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3. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 34497 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

KOA CORPORATION, a California corporation

March 20, 2018

By [Signature]
Name MW ZHON
Title Vice President

March 20, 2018

By [Signature]
Name C Stephen
Title Vice President

"Consultant"

CITY OF LONG BEACH, a municipal corporation

4/5/18, 2018

By [Signature]
City Manager

"City"

This First Amendment to Agreement No. 34629 is approved as to form on 4/3, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT “A-1”

Scope of Work

Scope of Services

The goal of the outreach effort is to reach out to the general public, local communities, residents, and business owners in the two study areas, to understand their concerns and to obtain their input regarding parking issues and possible solutions.

The proposed outreach approach includes a roadside intercept survey, an online survey, and attendance to local community and neighborhood meetings or events. The following illustrates the detailed tasks for our outreach efforts:

Task 1. Prepare and Obtain Approval of the Outreach Plan

Once we obtain the notice to proceed for the outreach task, KOA will prepare an Outreach Plan for the City's review. We may discuss our methodology at the monthly meetings to brainstorm ideas and collect comments from the City staff. The final outreach plan will be submitted to the City.

Task 2. Prepare Questionnaires and Conduct a Pilot Study

The subtasks include:

Task 2.1 Create survey forms based on our previous experience

KOA will prepare two forms:

- Short forms
- Long forms

The short form survey contains basic information while the long form survey contains additional questions that may be sensitive in nature, e.g., income group, age, gender. This approach helps guarantee the success of the most traditional parking information while allowing for additional information to be gathered as well. Different versions of forms may be distributed based on time, location, and specific setting.

Task 2.2 Conduct a pilot survey

The pilot survey is to test the efficacy of the survey method. We may conduct a roadside intercept pilot survey as well as a survey at neighborhood association meetings. Once the pilot study is completed and the survey approach is validated, KOA will produce an actual survey plan and maps.

Task 2.3 Identify sample size

We will establish the sample size after completing the pilot study. We think the reasonable sample size could be 500 to 1,000 based on the assumption that the population in the study area is around 30,000. The budget will allow two staff conducting the intercept survey for six days with eight hours a day shift.

Although it is a random sampling, we would like to capture both residents and business owners of different age groups, different socio-economic statuses, and different years of living in the study areas.

Task 2.4 Prepare the actual survey plan

Before the actual survey, KOA will prepare the following items:

- Identify neighborhood and association meeting schedules and notify them of our participation (phone calls, emails, and follow up)
- Prepare map, staff plans, and time schedule for the roadside intercept survey
- Mail flyers or provide social-media post(s) to announce the outreach effort
- Train staff on how to perform intercept surveys
- Establish online survey(s) on Survey Monkey

A mobile app with web based GIS mapping may be developed so that we can keep efficient electronic documentation.

Task 3. Attend Neighborhood Association Meetings

The purpose of attending neighborhood meetings is to inform and obtain support from the local organizations. Both qualitative and quantitative data may be obtained during the meetings. Up to six neighborhood meetings are budgeted. The following neighborhood committee has been identified:

- Downtown Study Area:
 - Downtown Residential Council (DRC)
<http://www.longbeachdrc.com/>
 - Downtown Long Beach Association (DLBA)
<https://downtownlongbeach.org>
 - Various Neighborhood Associations in Alamitos Beach area

Per the City's request, KOA will add one more meeting with the TAP in addition to the scheduled two meetings in the original scope. A total of 7 meetings is budgeted for this task.

Task 4. Conduct Questionnaires Survey

The questionnaire, in either short or long form, will be conducted through the following channels:

- At neighborhood meetings or events
- Intercept survey, on-street or door-to-door
- Online survey – Survey Monkey

The intercept survey should be stationed at different locations, for both weekday and weekend, during early morning, late night, or regular business hours. Incentives such as bottled water or snacks may be distributed for accurate responses, particularly for long form surveys. Our budget allocated two staff for six days (Monday through Saturday) in the field for the intercept survey. We have also allocated budget for purchasing incentives such as bottled water or snacks.

Task 5. Summarize and Evaluate the Outreach Input

Survey database analysis will stratify data by income group, age, gender, income, and other type of information. bar charts, pie charts or other graphics will be generated for a visual presentation of the survey results.

Task 6. Tech Memorandum Preparation

A tech memo will be prepared to document and summarize the finding of the outreach effort. Ultimately, the findings will be incorporated into the final report of the parking study.

Schedule

While the duration of the overall parking study is more than one year, we estimate that the preparation of the outreach plan and survey questionnaire may take up to two months. We would begin to conduct the actual surveys in the month of October and continue throughout the project schedule of the overall parking study. This process may include conducting surveys in short bursts throughout the project to obtain input from different groups of people and different times of year, within the parking study project schedule. The final technical memo will be submitted by the end of the parking study project.

Additional Fee

KOA proposes to provide the services for the total hourly "not-to-exceed" fee presented below:

Cost Proposal Downtown Long Beach Area Parking Study Extra Work Request													
Task Number	Task Name	Principal in Charge & QA/QC		Project Manager / Senior Planner / Senior Engineer		Associate Transportation Planner		Assistant Planner / Engineer		Direct Costs	KOA TOTAL		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost	
1	Prepare and Obtain Approval of the Outreach Plan	2	\$440	16	\$2,640	4	\$520	8	\$800		30	\$4,400	
2	Attending Neighborhood Association Meetings (7)	21	\$4,620	21	\$3,465	4	\$520	21	\$2,100	\$400	67	\$11,105	
3	Prepare Questionnaires and Conduct Pilot Study	8	\$1,760	12	\$1,980	24	\$3,120	8	\$800	\$200	52	\$7,860	
4	Conduct Questionnaires Survey	8	\$1,760	8	\$1,320	40	\$5,200	108	\$10,800	\$800	164	\$19,880	
5	Summarize and Evaluate the Survey Data	2	\$440	16	\$2,640	24	\$3,120	8	\$800		50	\$7,000	
6	Prepare a Tech Memo	6	\$1,320	24	\$3,960			24	\$2,400		54	\$7,680	
Total		47	\$10,340	97	\$16,005	96	\$12,480	177	\$ 7,700	\$1,400	417	\$57,925	
											10% Contingency		\$5,793
											TOTAL		\$63,718

Note: KOA Corporation reserves the right to reassign hours and costs within the total budget as needed to complete the agreed upon scope of services.

Additional fees will be required if additional services or meetings are required of KOA.



Authorization

We have carefully reviewed the proposal dated August 17, 2017 by KOA Corporation. We do hereby authorize KOA Corporation to commence work as indicated within the terms and conditions of this proposal.

Amy Bodek
Signature

8/17/17
Date

AMY BODEK, DIRECTOR OF DEVELOPMENT SERVICES
Print or Type Name and Title

Address (if different than letter addressee)

EXHIBIT “A-2”

Scope of Work



March 13, 2018

Carrie Tai, AICP, Current Planning Officer
City of Long Beach, Development Services
333 West Ocean Blvd., 5th Floor
Long Beach, CA 90802

Subject: Request for Extra Work to Conduct Additional Parking Count Data for the Downtown Long Beach Areas Parking Study

Dear Ms. Tai:

KOA Corporation (KOA) appreciates this opportunity to provide this extra work proposal to conduct additional parking count data for the metered parking areas within the Downtown study area in the City of Long Beach.

The City of Long Beach issued the RFP and retained KOA to conduct the Downtown Long Beach Area Parking Study. During the data analysis tasks of the project, KOA discussed with the City on the possibility of requiring new parking count data for the metered parking areas due to the low accuracy data for limited time periods and formatting issues from the data provided by SP+ Parking.

In order to properly analyze and present the parking occupancy data for the metered parking areas, New parking count data is required to be collected. This proposal provides for collection of parking occupancy data for one typical weekday and one typical Saturday within the Downtown study area.

The scope of work is provided below for review by the City of Long Beach (Client), followed by a fee estimate. Let us know if you have any questions or comments regarding this letter proposal.

SCOPE OF WORK

- A. KOA will coordinate with the Client and the count firm to select the two appropriate days to collect one weekday and one Saturday parking demand data at a 30-minute frequency, for the existing metered parking area within the Downtown study area. The surveys will be conducted from 7:00 a.m. to 10:00 a.m. and 4:00 p.m. to 7:00 p.m. on a typical weekday and from 11:00 a.m. to 2:00 p.m. and 6:00 p.m. to 9:00 p.m. on a typical Saturday.
- B. KOA will process the parking data and incorporate it into parking demand analysis report that documents the existing parking conditions and the results and recommendations through the use of tables and figures.

MEETINGS

KOA Corporation has not allowed for any in-person meetings within this extra work request contract. KOA will be available for general coordination and short conference calls to discuss progress and results.

FEE ESTIMATE

KOA Corporation will perform the work specified in the scope above based on the lump sum fee below.



Tasks	Fee
Parking Occupancy Counts for Metered Parking Areas (Downtown)	\$ 3,000
Data Processing and Analysis	\$ 2,200
Total:	\$ 5,200

The budget is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon submittal of a final document by KOA. Any additional services requested after study submittal will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

If the work described within this letter is not authorized in 90 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond KOA Corporation's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

The proposal is valid for 90 days and is subject to a 5% annual adjustment. Also, any individual tasks that are not authorized within 90 days of the date of this proposal are also subject to fee adjustments.

Services rendered for out-of-scope work will be billed based on a negotiated fee schedule. Out-of-scope work generally includes items not specifically detailed in the work scope above, and specifically includes the following:

- Traffic counts data collection efforts outside of the Downtown study area boundaries;
- Production of an expanded or modified study based on later City involvement in the parking study;
- Attendance of meetings, public hearings or participation in extended conference calls with the Client and/or City staff for this extra work contract. Participation at future meetings with the Client/City staff and at public hearings can be provided under a contract addendum.

STAFFING

I will be the project manager and the person to contact regarding the status of this project. KOA Corporation reserves the right to change the assigned staffing on this project if necessary.

INVOICING

Invoices will be submitted monthly, based upon our estimated percentage of completion. Accounts are past due after 30 days. All work will be immediately stopped if any invoice is unpaid for 60 days or more, and such delinquent invoice payments may be subject to a late payment penalty of 1.5 percent per month and/or turned over to a collections agency at our discretion.

In any lawsuit brought to enforce the terms of this contract, the prevailing party shall be entitled to their reasonable attorney's fees.

Invoices will be sent from the Monterey Park office address of KOA.



TERMINATION

The Client or KOA may terminate this agreement by giving the other party ten days written notice of such termination. KOA shall receive fee payments from the Client proportionate to the services completed as of the date of termination. The Client will be entitled to receive deliverables at the level of completion relative to the fee payments received by KOA. All outstanding valid invoices shall be paid to KOA.

INDEMNIFICATION

KOA Corporation and the City of Long Beach each agree to indemnify and hold the other harmless from any and all losses, damages, awards, penalties or injuries or costs, including reasonable attorney's fees and cost of defense, which accrue or arise from or result by reason of a claim asserted by a third party which arises from any alleged breach of such indemnifying party's representations and warranties made under this Agreement or such indemnifying party's own negligent acts, errors, and omissions in the performance of their obligation under this Agreement or with respect to the Project.

INSURANCE

KOA Corporation is fully able to meet the insurance requirements of projects of this type. The firm has coverage in the following areas: Professional Liability (\$1 million per claim, \$2 million aggregate), Automobile Liability (\$2 million) and General Liability (\$5 million). Our Worker's Compensation coverage meets the insurance requirements of California State law.

WORK SCHEDULE

KOA Corporation envisions a three-week schedule from authorization, to the completion of the data collection and analysis. The data results and any recommendations will be incorporated into the current draft version of the report.

2141 W. Orangewood Avenue, Orange, CA 92868
T: 714.573.0317 | F: 714.573.9534 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO



AUTHORIZATION

The signature below and receipt of the required deposit indicates acceptance of this proposal and authorization to proceed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Min Zhou'.

Min Zhou
Vice President
KOA CORPORATION

City of Long Beach (Client) has carefully reviewed this proposal and hereby authorizes KOA Corporation to commence work as indicated within the terms and conditions of this proposal.

Signature

Name (Please Print)

Date

Title (Please Print)

Client Purchase Order or Project Number