

**SECOND AMENDMENT TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND KOA CORPORATION**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES (“Second Amendment”) is made between the City of Redondo Beach, a chartered municipal corporation (“City”) and KOA Corporation, a California limited liability company (“Consultant” or “Contractor”)

WHEREAS, on July 19, 2022, the parties hereto originally entered into the Agreement for Consulting Services between the City and Consultant (the “Agreement”); and

WHEREAS, on April 2, 2024, the parties hereto entered into the First Amendment to the Agreement (the “First Amendment”); and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement and increase the Consultant’s compensation limit.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **TERM.** Exhibit “B” of the Agreement is hereby amended to add Exhibit “B-1”, which extends the Agreement to December 31, 2024. Exhibit “B-1” is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit “A” in accordance with the schedule set forth in Exhibit “B-1”.
2. **COMPENSATION.** Exhibit “C” of the Agreement is hereby amended to add Exhibit “C-2” to increase the limit for the total compensation paid to Consultant by \$19,360, setting a new compensation limit of \$279,163. Exhibit “C-2” is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit “A”.
3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 16<sup>th</sup> day of July, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

KOA CORPORATION  
a California corporation

\_\_\_\_\_  
James A. Light, Mayor

DocuSigned by:  
*Giuseppe Canzonieri*

By: \_\_\_\_\_  
Name: Giuseppe Canzonieri  
Title: Principal, Director of Engineering

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## EXHIBIT "B-1"

### SCHEDULE FOR COMPLETION

**TERM:** The term of this Agreement shall be extended to December 31, 2024 ("Term"), unless otherwise terminated as herein provided.

**EXHIBIT "C-2"**

**COMPENSATION**

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

A. **AMOUNT.** Consultant shall be paid in accordance with the following rate schedules.

<b>Staff</b>	<b>Hourly Rate</b>
Principal in Charge	\$240
Construction Manager	\$170
Construction Inspector	\$125
Traffic Engineer	\$162.50

<b>Special Rates for Construction Inspector Outside of Normal Business Hours</b>		
Special Shift (After 6:00 PM) Inspection Hourly Rate	Overtime and Saturday Inspection Hourly Rate	Sunday and Holiday Inspection Hourly Rate
\$125.50	\$155	\$185

No special rates shall be paid to the Construction Inspector unless the Consultant obtains the City's prior written approval.

B. **MATERIALS AND EXPENSES ALLOWANCE.** Consultant shall be provided a materials and expenses allowance in the amount of \$25,000. Any materials shall be charged in accordance with Section C of this Exhibit "C" and Consultant shall provide the City receipts of any materials and expenses purchased.

C. **EXPENSES.** Consultant shall be reimbursed for expenses as follows; provided, however, that Consultant obtains City's written approval prior to incurring the expense.

<b>Expenses</b>	<b>Amount</b>
Travel	IRS mileage rate
Material and reproduction	At cost
Subcontractor	Subcontractor rate plus 10%

City approval of subcontractor is subject to Section 18 of the Agreement.

D. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation, including materials and reimbursable expenses, exceed the amount of \$279,163 during the term of the Agreement and any amendments thereto, including this Second Amendment.

- E. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices shall provide the description of work performed, staff title, hours worked, applicable hourly rate, subcontractor costs, and any incurred expenses. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Invoices shall be accompanied by copies of receipts to substantiate expense requests, any purchase of materials, subcontractor invoices, and any prior written authorization of the City for expenses and subcontractors. Consultant may be required to provide back-up material upon request.
- F. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.
- G. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: KOA Corporation  
1100 Corporate Center Drive, Suite 201  
Monterey Park, CA 91754  
Attention: Tom Bacus, Lochner Operations Manager  
Email: tbacus@hwlochner.com

City: City of Redondo Beach  
415 Diamond Street, Engineering Division  
Redondo Beach, CA 90277  
Attention: Lauren Sablan, Interim City Engineer  
Email: Lauren.Sablan@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	<b>CONTACT NAME:</b> Greyling COI Specialist <b>PHONE (A/C No. Ext):</b> 770.670.5324 <b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com		<b>FAX (A/C, No):</b> 770.670.5324													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C : American Casualty Co of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : Lloyd's of London</td> <td>85202</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B : National Fire Insurance Co of Hartford	20478	INSURER C : American Casualty Co of Reading, PA	20427	INSURER D : Lloyd's of London	85202	INSURER E :		INSURER F :
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<b>INSURED</b> KOA Corporation 1100 Corporate Center Drive, Suite 201 Monterey Park, CA 91754	HWLOCHNE															

**COVERAGES**

CERTIFICATE NUMBER: 726180953

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7092014905	5/1/2024	5/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7091863062	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7092036547	5/1/2024	5/1/2025	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7092004665 7092009168	5/1/2024 5/1/2024	5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability incl. Pollution Liability			B0146LDUSA2405260	5/1/2024	5/1/2025	Per Claim Aggregate	\$10,000,000 \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

KOA Project Number/Name: #JC26050 / Torrance Boulevard from Torrance Circle to Prospect Avenue, Job No. 41230 and Torrance Boulevard & Francisca Avenue Traffic Signal Modification Project, Job No. 41070 -- City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
 PWD, Engineering Division  
 Attn: Andrew S. Winje, City Engineer  
 415 Diamond Street  
 Redondo Beach CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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