

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

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First 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, the parties hereto desire to amend the Agreement to increase the Consultant's total compensation.

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 amendment to the Agreement:

1. COMPENSATION. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the total compensation limit paid to Consultant by \$34,995, setting a new total compensation limit of \$259,803. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A".
2. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First 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 and this First Amendment, the terms of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 2nd day of April, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

KOA CORPORATION
a California corporation

James A. Light, Mayor

DocuSigned by:

ABC856BF61F3409...
By: _____
Name: Giuseppe Canzonieri
Title: Principal

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT “C-1”

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.

Staff	Hourly Rate (Fully Burdened)
Principal in Charge	\$240
Construction Manager	\$170
Construction Inspector	\$125
Traffic Engineer	\$162.50

Special Rates for Construction Inspector Outside of Normal Business Hours		
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 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-1”. 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.

Expenses	Amount
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 \$259,803 during the term of this Agreement.

- 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 expenses if incurred. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and attach copies of receipts to substantiate expense requests and 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 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 and addressed to or personally served on the following parties.

Consultant: KOA Corporation
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
Attention: Tom Bacus, Lochner Operations Manager

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

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/02/2023

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).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED KOA Corporation 1100 Corporate Center Drive Suite 201 Monterey Park CA 91754 USA	INSURER A: American Casualty Co. of Reading PA		20427
	INSURER B: The Continental Insurance Company		35289
	INSURER C: National Fire Ins. Co. of Hartford		20478
	INSURER D: Beazley America Insurance Co, Inc.		16510
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570099771278** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<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 type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			7018734441	05/01/2023	05/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							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
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 7018734438	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUE7018734407	05/01/2023	05/01/2024	EACH OCCURRENCE	\$15,000,000
							AGGREGATE	\$15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC718734424	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B				AOS	05/01/2023	05/01/2024	E.L. EACH ACCIDENT	\$1,000,000
				WC718734410			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				CA			E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Environmental Contractor Poll/Prof [E&O]			C2AEA4230401	06/01/2023	05/01/2024	Prof Per Claim	\$10,000,000
							Prof Aggregate	\$10,000,000
							Deductible	\$2,000,000

Certificate No : 570099771278

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 USA	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



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED KOA Corporation	
POLICY NUMBER See Certificate Number: 570099771278			
CARRIER See Certificate Number: 570099771278	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Environmental Contractor Poll/Prof [E&O]			C2AEA4230401	06/01/2023	05/01/2024	Poll Per Claim	\$10,000,000
							Poll Aggregate	\$10,000,000
							Deductible	\$2,000,000



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such **written contract**; or
- B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

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The Continental Insurance Co.

Insured Name: H. W. LOCHNER INC.

Policy No: 7018734441

Endorsement No: 20

Effective Date: 05/01/2023



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 54; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 7018734438

Policy Effective Date: 05/01/2023

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