

DESIGN SERVICES AGREEMENT

This Design Services Agreement (“Agreement”) is dated May 31, 2021 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and KOA Corporation, a California corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City desires to utilize the services of Consultant as an independent consultant to provide as-needed traffic engineering support services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) for as-needed traffic engineering support services, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be Min Zhou, CEO (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. The consultant will provide traffic engineering services on an as-needed basis on projects as assigned by the City. The consultant will develop a specific scope of work and fee estimate for each assignment and each assignment commences upon issuance of written authorization from the City.

Approved for Use 3/1/2021

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2023, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$10,000 (the "Maximum Compensation") for such Services. The consultant will develop a specific fee estimate for each assignment for the City's approval.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expense authorized by the City Council or (where authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to Helen Shi. Helen can be reached at hshi@citymb.info, 310-802-5354. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, surveys, studies, drawings, plans, maps, models, photographs, discussion, or other information (collectively "Data and Documents") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. 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 thereunder or with respect to any project or property located within the City. City may, 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, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data and Documents required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original Data and Documents, including computer files containing Data and Documents generated for the Services, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated

therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities,

Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement

to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting

principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice

and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO CITY:

City of Manhattan Beach
Attn: Helen Shi, Sr. Civil Engineer
1400 Highland Avenue
Manhattan Beach, CA 90266
Telephone: 310-802-5354
Email: hshi@cityymb.info

TO CONSULTANT:

KOA Corporation
Attn: Min Zhou
1100 Corporate Center Drive, Ste 201
Monterey Park, CA 91754
Telephone: 714-227-0398
Email: mzhou@koacorp.com

COPY TO CITY ATTORNEY:

City of Manhattan Beach
Attn: City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer

of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

KOA Corporation,
a California corporation

DocuSigned by:
By: Min Zhou
Name: Min Zhou
Title: CEO/President

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S. Charelian
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee
Name: Erick Lee
Title: Interim Public Works Director

EXHIBIT A SCOPE OF SERVICES

KOA will provide traffic engineering services on projects as assigned by the City. KOA will develop a specific scope of work and fee estimate for each request for the City's approval prior to the start of any work.

The primary services that are anticipated to be requested include, but are not limited to the following:

Field Reviews: Collect traffic Counts (peak/daily), Conduct Engineering & Traffic Surveys, Observe field conditions with pictures to verify intersection geometrics, parking restrictions, ADA compliance, and above-ground utility conflicts.

Traffic Control Studies: Conduct All-Way-Stop-Control and Traffic Signal warrant analysis based on the latest edition of CA-MUTCD.

Pedestrian Control Studies: Conduct warrants for Cross-walk at mid-block or uncontrolled locations, recommend enhanced signing, recommend other non-traffic signal controlling devices such as; In-Road-Warning-Lights (IRWL), Rectangular Rapid Flashing Beacons (RRFB), Vehicle speed feedback signs (VSFs), and Pedestrian Hybrid Beacons (PHB aka HAWK).

Signing and Striping: Improve existing delineation using the latest CA-MUTCD, Propose innovative striping at signalized locations where truck traffic might be expected, also at uncontrolled locations to increase pedestrian visibility to vehicles and vice versa.

Safety Studies: Analyze collision patterns (hotspot) along; major City corridors, at critical access points, and the intersections using historical collision data (up to 5 years).

Intelligent Transportation System (ITS) Review and Recommendations: Suggest state-of-the-art ITS upgrades per industry standards at critical locations; some of the upgrades include but not limited to:

- GPS based Emergency Vehicle Pre-Emption (EVP)
- Closed-Circuit Cameras (CCTV)
- Video Detection/Radar Detection with Bike Discrimination
- Accessible Pedestrian Signal (as applicable)
- Transit Signal Priority (as applicable)
- Dynamic Message Signs (DMS) at Strategic Gateway Locations
- Advanced Dilemma Zone Detection (ADZD) (as applicable)

Worksite Traffic Control Plan Review and Suggestions: For detour plans (or worksite traffic control plans), develop an overall construction staging scheme to determine how the overall project will be divided into segments and work zones, and the order (or sequence) in which the segments will be constructed. The detour plans will

show the area of construction and the utilization of work area signs, barricades, barriers, delineators, and temporary striping, as necessary to route traffic safely through the construction zone. Pedestrians and bicycles, as well as vehicular and bus traffic, will be taken into consideration when laying out the proposed temporary traffic control devices. Address the need for temporary vehicle detection or signal timing adjustments that may be needed during construction due to the lane shifting.

Neighborhood Traffic Management Plans: Develop the NTMP based on the public feedback for a particular area and recommend appropriate and industry-accepted Traffic Calming mitigation measures to address speeding concerns.

Safe Routes to School: Work with the Public Works staff as well as the school district to first identify the area with a known absence of continuous and contiguous walking path and then chalk out the plan such as missing sidewalk construction, handicap ramps, etc. to be included in Capital Improvement Projects.

We will summarize the results of our analyses including recommendations and submit them to the City for review in a format as requested for a particular project.

Key personnel for the services described above include:

- Shirjeel Muhammad, Senior Engineer | Director of ITS/Traffic
Telephone: (951) 821-8105
Email: smuhammad@koacorp.com
- Min Zhou, CEO/President
Telephone: (323) 260-4703
Email: mzhou@koacorp.com

EXHIBIT B
APPROVED FEE SCHEDULE

The labor estimate to perform particular projects/task(s) will be discussed and negotiated on per task basis.

KOA Corporation 2021 Hourly Billing Rates	
Professional Services	2021 Rates
President/CEO	\$ 309.75
Principal II	\$ 292.16
Principal I	\$ 248.06
Senior Engineer II	\$ 237.04
Senior Engineer I	\$ 198.45
Senior Associate Engineer II	\$ 154.35
Senior Associate Engineer I	\$ 137.81
Associate Engineer II	\$ 126.79
Associate Engineer I	\$ 110.25
Senior Designer II	\$ 143.33
Senior Designer I	\$ 126.79
Associate Designer II	\$ 110.25
Associate Designer I	\$ 82.69
Senior Planner II	\$ 237.04
Senior Planner I	\$ 198.45
Senior Associate Planner II	\$ 154.35
Senior Associate Planner I	\$ 137.81
Associate Planner II	\$ 126.79
Associate Planner I	\$ 110.25
Senior Construction Manager	\$ 189.00
Construction Manager	\$ 157.50
Senior Construction Inspector	\$ 144.90
Construction Inspector	\$ 139.65
Administrative Assistant II	\$ 93.71
Administrative Assistant I	\$ 72.41
Intern	\$ 60.64



CONTRACT APPROVAL ROUTING SLIP

Department: Public Works Engineering City Staff: Helen Shi / William Lin

Vendor/Company Information:

Contract with: KOA Corporation

Name of Signer: Min Zhou Email: mzhou@koacorp.com

Name of Signer: Shirjeel Muhammad (copy only) Email: smuhammad@koacorp.com

Name of Signer: _____ Email: _____

Contract Details:

Dollar Amount: \$10,000 do not Exceed

Contract Budgeted: ☒ Yes ☐ No Line Item Account No.: 10018710 0 52101

City Council Agenda Date: N/A Staff Report No.: N/A

Contract Start Date: 5/3/2022 Contract End Date: 6/30/2023

Have Services Started: ☒ Yes ☐ No If Yes, Date When Services Began: 5/30/2021

Contract Type: ☐ Original ☒ Amendment ☐ Renewal ☐ Change Order
☐ Grant ☐ Other _____

Bidding Process: ☐ RFI ☐ RFP ☐ Bids (Public) ☐ Renewal (Amendments Only)

Contract Description/Notes: Amendment 1 for as-needed Traffic Engineering Support Services
from the KOA Corporation, new maximum compensation \$20,000

Required Documents (Documents shall be submitted with the signed agreement when required):

W9 Required ☒ File (Munis) Vendor No. 10579 Included

Insurance Required ☒ Yes ☐ No

Bonds Required ☐ Yes ☒ No

Verification of Corporate Entity ☒ Yes ☐ No Verification of Authority to Sign ☐ Yes

Business License Required ☐ Yes ☒ No Business License No: _____

Notary for Management Services Signature Authority:

☐ Yes ☒ No ☐ City Manager ☐ City Attorney ☐ City Council

Insurance Waiver/Modification Request: ☐ Yes ☒ No

☐ Sole Source Agreement (Must Provide Attachment)

Sole source agreements must include a written justification. Reasons to sole source include there is only one existing source for the service/supply, the unique nature of the service/supply, the relationship of the parties, and the exigency for providing the service/supply.

Legal, Risk and Purchasing Review ^{DS}

PKM

5/6/2022

City Clerk's Office

BM

5/11/2022

Risk Manager

DS

5/11/2022

Purchasing

AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE
CITY OF MANHATTAN BEACH AND KOA CORPORATION

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and KOA Corporation, a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of May 3, 2022 ("Effective Date").

RECITALS

A. On May 31, 2021, the City and Consultant entered into an agreement for the Consultant to provide as-needed traffic engineering support services ("Original Agreement");

A. The Parties now desire to amend the Agreement to increase the Maximum Compensation.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 3.A of the Agreement is hereby revised to increase the Maximum Compensation amount by \$10,000.00, for a new Maximum Compensation of \$20,000.00.

Section 2. Exhibit A (Scope of Services) of the Agreement is hereby amended to include as-needed traffic engineering support services set forth in the attached Exhibit A (Scope of Services).

Section 3. Exhibit B (Approved Fee Schedule) of the Agreement is hereby amended to include the Consultant's hourly rates set forth in the attached Exhibit B (Approved Fee Schedule).

Section 4. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Amendment No. 1 on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

KOA Corporation,
a California Corporation

DocuSigned by:
Bruce Moe 6/20/2022
By: D1A13C56864A441...
Name: Bruce Moe
Title: City Manager

DocuSigned by:
Min Zhou 5/3/2022
By: 866E4446D257446...
Name: Min Zhou
Title: CEO/ President

ATTEST:

DocuSigned by:
Liza Tamura 6/20/2022
By: 419D03531A324A7...
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Quinn Barrow 6/20/2022
By: 96FA866DAA974E9...
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
Steve Charelian, Finance Director
By: 3F6B0BF61687487...
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
Erick Lee 5/14/2022
By: 8E40284E19E44E9...
Name: Erick Lee
Title: Public Works Director

Exhibit A: Scope of Services

Exhibit A: Scope of Work

SCOPE OF WORK

It is our understanding that the City is requesting assistance from an experienced engineering firm to provide traffic engineering services for the City. KOA will provide traffic engineering services on projects as assigned by the City Authority. We will develop a specific scope of work and fee estimate for each request for City's approval prior to the start of any work.

The primary services that is anticipated to be requested include, but are not limited to the following:

FIELD REVIEWS

Conduct a thorough field review. This will generally involve the following:

- Verify existing signal equipment; measure locations of catch basins, driveways, street trees, poles, utility covers/manholes, pullboxes, sidewalks, and other relevant topographic features; parking restrictions and curb markings; curb ramps and curb face heights; overhead utilities/power lines; vehicle detection; intersection lane configuration/lane widths; etc.
- Verify existing roadway configuration, lane striping, turn lanes, bike lanes, crosswalks and limit lines, all signage, driveways, curb markings, parking restrictions, and so on. Also note location of trees, poles, etc. that may potentially block visibility of roadside signs.
- Observe any traffic or safety concerns.
- Take photographs.

INTERSECTION CONTROL STUDIES

For each subject intersection, KOA will recommend the most appropriate intersection control which would be best suited for the location based on the geometry, capacity, and safety. We will base our recommendation on appropriate studies and data collection as listed below:

Multi-way stop warrant analysis: An engineering study that utilizes methodology described in Section 2B.07 of the latest edition of the CA-MUTCD.

Traffic signal warrant analysis: This engineering study is conducted to determine whether an intersection is warranted for the installation of traffic signals after other measures to tackle capacity and safety issues were exhausted. Chapter 4C of the CA-MUTCD outlines the details regarding the study. Unless specified otherwise we will run all warrants (1 through 8) for the subject intersection.

Traffic Counts: The KOA team will work with the City to collect traffic, bicycle, and pedestrian counts over a multi-day period. The locations and range of days will be confirmed with the City, but the counts should be taken during a typical day. The counts will be collected at key intersections along the project corridors and near the access points. It is assumed that peak-hour turning volume counts will be collected at intersections and Average Daily Traffic (ADT) volume counts will be collected along the project corridors. We suggest conducting classified counts to include all modes of transportation (vehicles, trucks, buses, pedestrians, bikes).

It should be noted that if the requested counts are not available from the City archives, we will get a subconsultant on-board who are specialized in conducting variety of counts as desired. This will be billed as a direct cost item.

SAFETY STUDIES

Exhibit A: Scope of Services

The KOA team will use historical collision data (up to 5 years) and analyze collision patterns (hotspot) along; major City corridors, at critical access points, and at the intersections. We will review primary collision factors, time-of-day frequencies, crash types, and other issues associated with collisions. We will eventually recommend an appropriate solution which would alleviate the perceived or actual hazard.

SIGNING AND STRIPING

Design the appropriate signing and striping improvements. Show proposed pavement delineations, markings and roadside signs, and the proper disposition of all affected existing pavement delineations, markings and roadside signs. Show roadway dimensions, lane widths, construction notes, and general notes. We will design the required transitions for the proposed pavement delineation to join with existing pavement delineations on intersection approaches and departures. Follow appropriate design guidelines (California MUTCD) for placement of signs and lane transitions/taper rates based on the design speed.

Intelligent Transportation System (ITS): We will suggest state-of-the-art ITS upgrades per industry standards at critical locations; some of the upgrades include but not limited to:

- GPS based Emergency Vehicle Pre-Emption (EVP)
- Railroad Pre-emption (pre-signal) where applicable
- Closed-Circuit Cameras (CCTV)
- Video Detection/Radar Detection with Bike Discrimination
- Accessible Pedestrian Signal (as applicable)
- Transit Signal Priority (as applicable)
- Dynamic Message Signs (DMS) at Strategic Gateway Locations
- Advanced Dilemma Zone Detection (ADZD) (as applicable)

Signal Synchronization: Key measures of effectiveness (MOEs) will be tracked, with emphasis on average travel time and speed, number of stops, and consistency between travel runs and traffic flow. Travel time runs will be conducted for each corridor for the AM, midday, and PM peak periods with a minimum of four (4) travel time runs conducted in each direction. After initial implementation of new optimized timing plans, the public will need approximately 2 weeks' time to adjust to the coordinated timing plans before "after" travel runs can be conducted. After study travel time surveys will be conducted in the same manner and method as the before travel time surveys. The MOEs utilized in the before study will be compared to the same MOEs from the optimized models and travel time runs. KOA will prepare a final performance report and present a comparison of the before and after studies. We conduct observations of the existing travel conditions of the project corridors using the floating car method paired with GPS tracking software (Tru-Traffic) and dash-mounted video recording.

Other Traffic Controls: We will also identify as appropriate, other non-signal traffic control at low-volume locations such as:

- In-Roadway-Lights (IRWL)
- Flashing Beacons (Post/Overhead)
- Rectangular Rapid Flashing Beacons (RRFB)
- Vehicle Speed Feedback Sign (VSF)

TRAFFIC DETOUR PLANS

For detour plans (or worksite traffic control plans), which essentially involve temporary signing and striping improvements, we will initially work with Public Works to develop an overall construction staging scheme to determine how the overall project will be divided into segments and work zones, and the order (or sequence) in which the segments will be constructed. Detour plans will be prepared for each of the work zones identified.

Exhibit A: Scope of Services

The detour plans will show the area of construction and the utilization of work area signs, barricades, barriers, delineators, and temporary striping, as necessary to route traffic safely through the construction zone. Pedestrians and bicycles, as well as vehicular and bus traffic, will be taken into consideration when laying out the proposed temporary traffic control devices.

The plans and/or technical specifications will also address the need for temporary vehicle detection or signal timing adjustments that may be needed during construction, which will essentially give direction to the contractor to coordinate with Public Works to address the destroyed loop detectors and the subsequent loss of vehicle detection at the signalized intersections.

GENERAL TRAFFIC ENGINEERING SERVICES

Overall, we will also be responsible to assist the City staff on the following task items:

- Traffic Signal Timing and Synchronization Plans
- ITS Plans
- Signing and Striping Plans
- Neighborhood Traffic Management Plan (as applicable)
- School-related traffic concerns (as applicable)
- Traffic related Agenda reports for the City Council/Commission (as needed)
- Engineering & Traffic Survey (E&TS)
- Roadway Safety Audits (RSA)
- City Traffic Standards and Policies preparation

QA/QC

We at KOA, go thru a thorough quality control review process for each project no matter small or big. This very important step will generally involve a design peer review, followed by a design supervisor review, and then followed by yet another review by a senior, experienced engineer. This greatly helps verify accuracy and correctness of plans. We make sure the design conforms to the intended design scope. Lastly, we check constructability and look out for potential utility or substructure conflicts by conducting additional field reviews.

CLOSING

We will summarize the results of our analyses including recommendations and submit to the City for review in a format as requested for a particular project.

In essence, KOA shall serve in the capacity as the Traffic/Transportation advisor to the City's Public Works Department. We will make our key staff available to attend meetings as requested by the City Authority. We self-assign our role as an extension of the City staff.

MEETINGS

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

Exhibit B: Approved Fee Schedule

Exhibit B: Approved Fee Schedule**FEE ESTIMATE**

The labor estimate to perform particular projects/task(s) will be discussed and negotiated on per task basis. Our understanding is that the overall contract per year will be not to exceed \$10,000. Below is our billing rate for your review.

KOA Corporation 2022 Hourly Billing Rates	
Professional Services	2022 Rates
President/CEO	\$325
Principal II	\$305
Principal I	\$260
Senior Engineer II	\$249
Senior Engineer I	\$208
Senior Associate Engineer II	\$162
Senior Associate Engineer I	\$145
Associate Engineer II	\$133
Associate Engineer I	\$115
Senior Designer II	\$150
Senior Designer I	\$133
Associate Designer II	\$116
Associate Designer I	\$87
Senior Planner II	\$249
Senior Planner I	\$208
Senior Associate Planner II	\$162
Senior Associate Planner I	\$145
Associate Planner II	\$133
Associate Planner I	\$116
Senior Construction Manager	\$190
Construction Manager	\$175
Senior Construction Inspector	\$140
Construction Inspector	\$135
Administrative Assistant II	\$98
Administrative Assistant I	\$76
Intern	\$64

1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754
T: 323.260.4703 | F: 323.260.4705 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO



Certificate of Corporate Secretary

To Whom It May Concern:

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

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

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

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

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

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

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

Dated: January 6, 2020

Joel Falter
Digitally signed
by Joel Falter
Date: 2020.01.08
11:10:03 -08'00'

Joel Falter
Corporate Secretary

(Corporate seal)

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND KOA CORPORATION

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and KOA Corporation, a California corporation ("Consultant") (collectively, the "Parties") is hereby made effective as of the date of the last authorized representative signature below ("Effective Date").

RECITALS

A. On May 31, 2021, the City and Consultant entered into an agreement for professional design services for the Consultant to provide as-needed traffic engineering support services ("Agreement");

B. On May 3, 2022, the City and Consultant entered into Amendment No. 1 to increase the maximum compensation to be paid to Consultant (the "Maximum Compensation") and modify the Scope of Services and Approved Fee Schedule. The Original Agreement, as amended by Amendment No. 1 is referred to herein as the "Agreement".

C. The Parties now desire to amend the Agreement to increase the Maximum Compensation, extend the term, and modify the Approved Fee schedule.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 2 of the Agreement is hereby amended to extend the term of the Agreement through June 30, 2025, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by \$20,000.00 (\$10,000.00 annually), for a new Maximum Compensation of \$40,000.00.

Section 3. Exhibit B ("Approved Fee Schedule") of the Agreement is hereby amended to add the attached Exhibit B of this Amendment No. 2.

Section 4. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Approved for use 2/15/20

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year of the last authorized representative signature shown below.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

KOA Corporation,
a California corporation

DocuSigned by:
By: Bruce Moe
D1A13C56864A441...
Name: Bruce Moe 6/12/2023
Title: City Manager

DocuSigned by:
By: Min Zhou, Vice President
866E1146D257446...
Name: Min Zhou 6/6/2023
Title: Vice President/California
Regional Manager

ATTEST:

DocuSigned by:
By: Liza Tamura
875D2FFB9D8440B...
Name: Liza Tamura 6/12/2023
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney
C24C8E262545445...
Name: Quinn M. Barrow 6/12/2023
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S Charelian, Finance Director
3801E6D7B4124E9...
Name: Steve S. Charelian 6/6/2023
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee
0FDBA7FB284CA482...
Name: Erick Lee 6/6/2023
Title: Public Works Director

EXHIBIT B APPROVED FEE SCHEDULE

The labor estimate to perform particular projects/task(s) will be discussed and negotiated on per task basis. KOA's understanding is that the overall contract per year will not exceed \$10,000. Below is KOA's billing rate for review.

KOA Corporation 2023 Hourly Billing Rates	
Professional Services	2023 Rates
Regional Manager	\$341
Principal II	\$320
Principal I	\$273
Senior Engineer II	\$261
Senior Engineer I	\$218
Senior Associate Engineer II	\$170
Senior Associate Engineer I	\$152
Associate Engineer II	\$140
Associate Engineer I	\$121
Senior Designer II	\$158
Senior Designer I	\$140
Associate Designer II	\$122
Associate Designer I	\$91
Senior Planner II	\$261
Senior Planner I	\$218
Senior Associate Planner II	\$170
Senior Associate Planner I	\$152
Associate Planner II	\$140
Associate Planner I	\$122
Senior Construction Manager	\$200
Construction Manager	\$184
Senior Construction Inspector	\$147
Construction Inspector	\$142
Administrative Assistant II	\$103
Administrative Assistant I	\$80
Intern	\$67

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND KOA CORPORATION

This Third Amendment ("Amendment No. 3") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and KOA Corporation, a California corporation ("Consultant") (collectively, the "Parties") is hereby made effective as of the date of the last authorized representative signature below ("Effective Date").

RECITALS

A. On May 31, 2021, the City and Consultant entered into an agreement for professional design services for the Consultant to provide as-needed traffic engineering support services ("Agreement");

B. On May 3, 2022, the Parties entered into Amendment No. 1 to increase the maximum compensation by \$10,000.00 and modify the Scope of Services and Approved Fee Schedule.

C. On June 12, 2023, the Parties entered into Amendment No. 2 to increase the maximum compensation by \$20,000.00 (\$10,000 annually) and modify the Approved Fee Schedule. The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2 are referred to herein as the "Agreement".

D. The Parties now desire to amend the Agreement to increase the Maximum Compensation and modify the Scope of Services for additional services and Approved Fee schedule.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by \$8,465.00 this fiscal year 2024 (fiscal year total of \$18,465) for a new Maximum Compensation of \$48,465.00.

Section 2. Exhibit A ("Scope of Services") of the Agreement is hereby amended to add the attached Exhibit A of this Amendment No. 3.

Section 3. Exhibit B ("Approved Fee Schedule") of the Agreement is hereby amended to add the attached Exhibit B of this Amendment No. 3.

Section 4. Except as specifically amended by this Amendment No. 3, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Approved for use 2/15/20

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 on the day and year of the last authorized representative signature shown below.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

KOA Corporation,
a California corporation

DocuSigned by:
By: Bruce Moe, City Manager 9/13/2023
Name: ~~Erick Lee~~ Bruce Moe
Title: Acting City Manager

DocuSigned by:
By: Min Zhou, California Regional Manager 8/29/2023
Name: Min Zhou
Title: Vice President/California Regional Manager

ATTEST:

DocuSigned by:
By: Liza Tamura 9/13/2023
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney 9/11/2023
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve Charelian, Finance Director 9/13/2023
Name: ~~Julie Bondarchuk~~ Steve Charelian
Title: Acting Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee 8/29/2023
Name: Erick Lee
Title: Public Works Director

EXHIBIT A SCOPE OF SERVICES

KOA Corporation shall provide design alternatives for the Manhattan Beach Boulevard and Pacific Avenue Intersection Improvement Project.

Conceptual Alternatives

Concept 1 – Traffic Signal upgrades without geometric configuration changes. Only upgrade by adding a west leg crosswalk, traffic signal pole modifications including APS system installation/upgrades, signal head upgrades to 12" LEDs as per CAMUTCD standards, ADA crosswalk access ramps to meet current ADA standards, and related signal equipment improvements, as needed.

Concept 2 – Modify only the lane drop merging zone from the existing merging zone west of the intersection for the westbound traffic that is approximately 60 feet long. To meet current CAMUTCD standards for the speed limit (35mph), we will suggest a 205' merging distance for a 10' wide lane. It should be noted that the proposed merging area would need to be located east of Pacific Avenue not only due to space constraints but also to avoid any confusion.

Concept 3 Add westbound left-turn pocket, including installing the appropriate signal upgrades as needed. Locate merging zone to be west of Pacific Ave and show the resulting impact on the Parking; Adjust the configuration of eastbound lanes as necessary.

Concept 4 – Modify only the northbound and southbound approaches to provide left turn lanes with the appropriate traffic signal upgrades as needed.

Concept 5 – Add eastbound and westbound bike lanes on Manhattan Beach Boulevard with the possibility of utilizing Sharrows at the intersection. So that any parking loss due to the bike lane installation does not exceed 5 spaces, sharrows are to be used as needed.

Sharrows can be included for Options 1, 2, 3 and/or 4, if selected by the City prior to the concept being initiated.

The above conceptual development of alternatives will assume the following:

1. The City will provide usable CAD files of the plans previously developed by Kimley Horn.
2. No signal design will be included in the scope of work. The proposed traffic signal is assumed to remain a two-phase operation. The scope of work under this task order does not cover concepts to include any protected, protected/permissive or split phasing in any alternative concept unless the City specifically requests such upgrade for one or more alternative(s) prior to the concept plan being initiated.


3. A new crosswalk across the west leg of the intersection (Option 1) may be moved or added to another alternative by the City prior to the conceptual plans being initiated.
4. Bulbouts may also be considered for any of the concepts described above in locations specified by the City prior to the concept plan preparation being initiated.
5. No data analysis of any kind will be included in this effort under the assigned budget.
6. Two round of revisions based on City comments is covered under this scope.
7. ROM construction cost estimates of any kind are excluded from our services under this task order.
8. All concepts provided under this task order exclude construction-level specifications of any kind.

Progress Meetings

The Consultant shall schedule progress review meetings with the City's project manager as necessary.

EXHIBIT B APPROVED FEE SCHEDULE

City of Manhattan Beach - Manhattan Beach Blvd./Pacific Avenue Intersection Improvement Concepts

 Hourly Rates (Fully Burdened):							TEAM TOTAL
	Project Manager/ Senior Engineer	Senior Designer	Associate Engineer	Associate Designer	Other Direct Costs	KOA	
	\$240	\$170	\$155	\$135		LS	
BASE DESIGN SERVICES							
Task 1: Conceptual Alternatives							
Concept 1-Signal Upgrades Only	2	8	12	12		\$5,320	\$5,320
Concept 2-Lane Drop Merge Only	2	4	8	8		\$3,480	\$3,480
Concept 3- WB LTO+Merge Zone	2	3	8	8		\$3,310	\$3,310
Concept 4-NB+SB LTO Lanes Only	2	3	6	6		\$2,730	\$2,730
Concept 5-EB+WB Bike Lanes	2	2	6	5		\$2,425	\$2,425
Task 1: Subtotal	4	12	20	20	\$ -	\$ 17,265	\$17,265
Task 2: Meetings/Coordination							
Meetings/Coordinations	5					\$1,200	\$1,200
Task 2: Subtotal	5				\$ -	\$ 1,200	\$1,200
TOTAL BASE DESIGN SERVICES	9	12	20	20		\$ 18,465	\$ 18,465

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND KOA CORPORATION

This Fourth Amendment ("Amendment No. 4") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and KOA Corporation, a California corporation ("Consultant") (collectively, the "Parties") is hereby made effective as of the date of the last authorized representative signature below ("Effective Date").

RECITALS

A. On May 31, 2021, the City and Consultant entered into an agreement for professional design services for the Consultant to provide as-needed traffic engineering support services ("Agreement");

B. On May 3, 2022, the Parties entered into Amendment No. 1 to increase the maximum compensation by \$10,000.00 and modify the Scope of Services and Approved Fee Schedule.

C. On June 12, 2023, the Parties entered into Amendment No. 2 to increase the maximum compensation by \$20,000.00 (\$10,000 annually) and modify the Approved Fee Schedule.

D. On September 13, 2023, the Parties entered into Amendment No. 3 to increase the maximum compensation for fiscal year 2024 for additional services by \$8,465 and modify the Approved Fee Schedule. The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3 are referred to herein as the "Agreement".

E. The Parties now desire to amend the Agreement to increase the Maximum Compensation by \$21,535.00 for a new Maximum Compensation of \$70,000.00 and amend the contract method from an annual amount to a total not-to-exceed amount for the term of the Agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 3.A of the Agreement is hereby amended and restated as follows:

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit B. In no event shall Consultant be paid more than \$70,000.00 (the "Maximum Compensation") for such Services.

Section 2. Except as specifically amended by this Amendment No. 4, all other provisions of the Agreement shall remain in full force and effect.

Approved for use 2/15/20

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 4 on the day and year of the last authorized representative signature shown below.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

KOA Corporation,
a California corporation

DocuSigned by:
By: Bruce Moe, City Manager
D1A13C66864A441...
Name: Bruce Moe 4/17/2024
Title: City Manager

DocuSigned by:
By: Giuseppe Canzonieri
ABC8308F61F3409...
Name: Giuseppe Canzonieri 4/11/2024
Title: Principal, Director of
Engineering

ATTEST:

DocuSigned by:
By: Liza Tamura, City Clerk
973D2FFB3D8440B...
Name: Liza Tamura 4/17/2024
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney
C24C6E263543443...
Name: Quinn M. Barrow 4/16/2024
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:


DocuSigned by:
By: Steve S Charelian, Finance Director
3804E6D7B4124E9...
Name: Steve Charelian 4/11/2024
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee
0FDAAFB204CA482...
Name: Erick Lee 4/11/2024
Title: Public Works Director

EXHIBIT B APPROVED FEE SCHEDULE

City of Manhattan Beach - Manhattan Beach Blvd./Pacific Avenue Intersection Improvement Concepts

 Hourly Rates (Fully Burdened):							TEAM TOTAL
	Project Manager/ Senior Engineer	Senior Designer	Associate Engineer	Associate Designer	Other Direct Costs	KOA	
	\$240	\$170	\$155	\$135		LS	
BASE DESIGN SERVICES							
Task 1: Conceptual Alternatives							
Concept 1-Signal Upgrades Only	2	8	12	12		\$5,320	\$5,320
Concept 2-Lane Drop Merge Only	2	4	8	8		\$3,480	\$3,480
Concept 3- WB LTO+Merge Zone	2	3	8	8		\$3,310	\$3,310
Concept 4-NB+SB LTO Lanes Only	2	3	6	6		\$2,730	\$2,730
Concept 5-EB+WB Bike Lanes	2	2	6	5		\$2,425	\$2,425
Task 1: Subtotal	4	12	20	20	\$ -	\$ 17,265	\$17,265
Task 2: Meetings/Coordination							
Meetings/Coordinations	5					\$1,200	\$1,200
Task 2: Subtotal	5				\$ -	\$ 1,200	\$1,200
TOTAL BASE DESIGN SERVICES	9	12	20	20		\$ 18,465	\$ 18,465