

## DESIGN SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between the City of Manhattan Beach, a California municipal corporation (“City”) and KOA Corporation, a California Corporation (“Consultant”). The date this Agreement is executed by the City Manager shall be the date this Agreement is effective (“Effective Date”). 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 contractor to provide Design Services for the Manhattan Beach Boulevard and Aviation east bound left turn pocket.

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 Professional Design Services for the Manhattan Beach Boulevard at Aviation Left turn pocket project, 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, President/ 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. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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, 2025, unless sooner terminated as provided in Section 12 of this Agreement or extended.** If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated or awarded to a new consultant, whichever is less.

### **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 \$161,780.00 (the "Maximum Compensation") for such Services.

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 Unanticipated Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services 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. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its actual cost. 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 at hshi@manhattanbeach.gov. 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, California 90266  
Telephone: 310-802-5354  
Email: [HShi@manhattanbeach.gov](mailto:HShi@manhattanbeach.gov)

TO CONSULTANT:

KOA Corporation  
Attn: Min Zhou  
1100 Corporate Center Drive, Ste 201  
Monterey Park, CA 91745  
Telephone: 714-227-0398  
Email: [Mzhou@koacorp.com](mailto: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

By: \_\_\_\_\_

Name: Bruce Moe  
Title: City Manager

By: \_\_\_\_\_

Name: Min Zhou  
Title: CEO/ President

ATTEST:

By: \_\_\_\_\_

Name: Juan Gutierrez  
Title: CFO

By: \_\_\_\_\_

Name: Liza Tamura  
Title: City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: \_\_\_\_\_

Name: Steve S. Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

By: \_\_\_\_\_

Name: Erick Lee  
Title: Public Works Director

## **EXHIBIT A SCOPE OF SERVICES**

Due to insufficient pocket length, eastbound left turn traffic on Manhattan Boulevard at Aviation Boulevard regularly backs up out of the left turn lane into the eastbound through lanes, blocking eastbound through traffic during PM peak hours. KOA shall provide engineering consultant assistance in evaluating alternatives to increase the available left turn vehicle storage. The required left turn storage is a function of both the left turn volume and the traffic signal cycle length. However, where the signal is part of a coordinated signal system, changing the cycle length to accommodate the existing storage length may not be an option. Therefore, KOA shall evaluate the advantages and disadvantages of two given alternatives for providing adequate left turn vehicle storage.

### **ALTERNATIVE 1**

The first alternative identified by the City would be to add the second eastbound left-turn lane. The construction would involve removal of a portion of the existing median. There may be some adjustment needed for the existing westbound dual left-turn-lane to mitigate any significant lane alignment offset. The eastbound lane would be treated with a Type II slurry coat for restriping approximately 210 feet west of the intersection. Operationally, this alternative would have the following impacts:

- Prohibition of eastbound U-Turns; KOA would conduct a Traffic impact Analysis to determine the impact on the adjacent neighborhood and existing travel patterns in the vicinity
- Elimination of 6 parking spaces on the north side of Manhattan Beach Boulevard; KOA would identify this

impact in Public outreach meeting to gather the feedback,

- Change of East-West left-turn phasing to lead-lag; This will protect left turning traffic to physically avoid contact within the intersection
- Modification of signal timing parameters; This would include green time and offset in relation to the adjacent intersection and existing coordination plans
- Median Removal; Street Resurfacing, and new Striping and Signing will be needed
- Restoration of Irrigation and Landscaping

It's expected that the eastbound left-turn queue would be eliminated and overall intersection vehicle delay would be reduced. KOA would test run the pre and post improvement scenarios on Synchro, a renowned and widely used Traffic modeling and simulation software. The figures on the following illustrates what this alternative might look like.

## **ALTERNATIVE 2**

The second alternative is to extend the existing eastbound left turn lane from approximately 200 feet to 330 feet in length. The extension of the lane would require the relocation of an existing monument sign, and the removal of two existing palm trees. The construction would involve removal of a portion of the existing median and replacing it with possibly full depth pavement. The eastbound lanes would be treated with a Type II slurry coat for restriping approximately 330 feet west of the intersection. Operationally, this would not prohibit eastbound U-Turns and also the parking on the north side would be maintained. The eastbound left turn timing might need adjustment to provide adequate queue clearance. There might be some adjustment needed to the existing offset in relation to the existing traffic signal corridor coordination plans.

## **CONSIDERATION FOR BIKE LANE ACCOMMODATION**

Manhattan Beach Boulevard is an eastwest roadway through the middle portion of Manhattan Beach. It is classified as a Major Arterial east of Sepulveda Boulevard in the City's General Plan in the project vicinity. It provides one to three travel lanes in each direction within the City. Manhattan Beach Boulevard, and Aviation Boulevard, while these roadways afford residents with ready access to surrounding destinations, they also experience significant traffic congestion during peak travel times.

## **ALTERNATIVE 1**

## **BICYCLE RECOMMENDATIONS**

The goal of phasing the implementation of the South Bay Bicycle Master Plan (SBBMP) is to initially form a "backbone" of connections to serve key activity centers, and provide much needed east-west connectivity through the City and to the adjacent cities. Following implementation of the "backbone" of the City's bicycle infrastructure, the next step would be to improve connectivity to other activity centers, beyond those established previously. Topographic constraints must be considered when implementing facilities beyond the "backbone," and the focus should be on improving family friendly facilities.

The remaining bicycle facilities would mostly complete the City's portion of the Master Plan. The facilities include a future east/west corridor that could be on Manhattan Beach Boulevard with a Class II per the Bike Master Plan or another parallel route. All future long-term bicycle facilities will need additional research and outreach, as some may not be feasible due to physical or cost constraints. All of the designated family-friendly bicycle facilities in the SBBMP are either Class II or Class III bike lanes or routes. These corridors offer riders of all ages and experience levels a safe and comfortable biking environment, and were selected because they provide the most level terrain in the City.



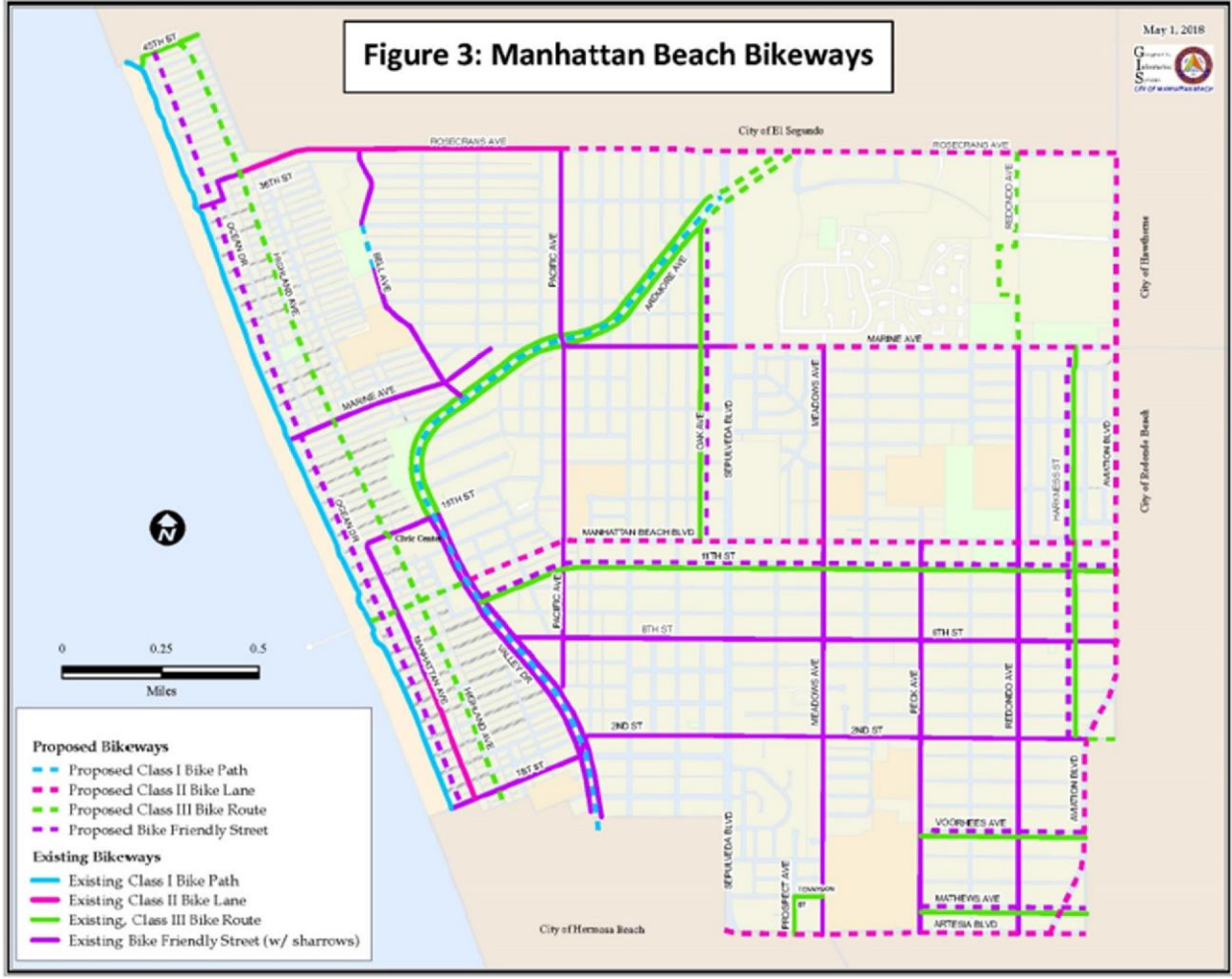
## ALTERNATIVE 2





**Figure 3: Manhattan Beach Bikeways**

May 1, 2018  
 City of Manhattan Beach  

## **TASK 1 – PROJECT MANAGEMENT**

KOA will provide comprehensive project management services. Our approach to project management includes regular communication with City staff, managing budget and schedule, coordination with outside agencies and organizations, closely monitoring subconsultants production, and quality control.

### **TASK 1.1 - KICKOFF MEETING**

KOA will meet with the City staff at the outset of the project to review the project work plans, including scope, budget, and schedule. We will prepare an agenda for the meeting. The intent of the meeting will be to establish the City's expectations for the project, identify any issues of concern, invoicing requirements, and determine what information is at hand. KOA will prepare minutes of the meeting to document the discussion and will submit the minutes to the City for review and concurrence.

---

#### **Task 1.1 Deliverables**

- Work Plan
  - Meeting agenda
  - Meeting minutes
- 

### **TASK 1.2 - PROJECT COORDINATION**

KOA's Project Manager will be the primary point of contact with the City's Project Manager. We recommend that a meeting be held monthly to review progress, identify critical issues early, address changing conditions in the project, exchange information, and keep the City fully informed on the project status. KOA would prepare both the agenda and briefing minutes.

In addition, there will be occasions when other stakeholders may reach out to the City requesting information or raising a concern. KOA would provide support to the City's Project Manager through individual meetings or providing information to facilitate resolution of issues. We will coordinate with regulatory and other agencies having stakes in the project. We will monitor, coordinate, and manage all sub-consultant team members. We will provide work schedule and budget control. We will coordinate with stakeholders, both internal and external for the duration of the project.

---

#### **Task 1.2 Deliverables**

- Critical correspondence
-

## **TASK 1.3 PROGRESS REPORTS AND INVOICING**

KOA will conduct monthly progress review meetings with the City. We will prepare invoices, schedule updates, and progress reports monthly. Invoices will include backup reports showing hours worked by each staff member by task as well as by subconsultants and other direct costs.

---

### **Task 1.3 Deliverables**

- Dynamic Schedule
  - Monthly invoices
  - Monthly progress reports
- 

## **TASK 1.4 QA/QC**

KOA will perform Quality Assurance (QA) and Quality Control (QC) review of all documents prepared to correct errors and omissions. We will include a detailed review of drawings and designs relative to Code Compliance Laws, ADA, and any permit requirements. KOA's Quality Assurance and Quality Control begins with preparing a Basis of design parameters, standards, and specifications with the City staff to be used in the preparation of the design plans. We will obtain concurrence before commencing with the preparation of the onward design.

The QA/QC manager will be a senior engineer not involved in the project production who will conduct an independent audit of the plans at submittal milestones. As a part of the QA/ QC procedure, following list identifies the major items that KOA will evaluate in the design oversight and checking milestones:

- Do the deliverables address the intent of the project?
- Have the study and design standards been correctly applied?
- Is the project on schedule?
- Is the cost estimate reasonable?
- Have reports been reviewed for syntax and format?
- Has data and analysis been documented in appendices?
- Have any critical elements been overlooked?
- Are the deliverables legible?
- Is the recommended design constructible?
- Are there any economies or added value that could be applied to the design?
- Is there consistency of design and callouts between sheets?
- Do any locations or special design elements require greater detail?
- Have utilities been notified?
- Are the existing features and utilities correctly depicted?
- Are the plans and estimate consistent with the specifications?

## **TASK 2 – BACKGROUND RESEARCH**

During the Kickoff meeting, KOA will discuss with the City's Project Manager the availability of as-built plans, and other documents which may be relevant to the project. The City of Redondo Beach has an on-going project east of Aviation Boulevard. Background research will include coordination with Redondo Beach for the most current plans, as well as with the County for updated TSSP project improvements at this intersection. Record drawings and documents can include, but are not limited to existing traffic signal and street improvement plans, right-of-way maps, topographic maps, centerline ties, corner records, as-built plans, utility plans, and Bicycle and Traffic Signal Interconnect Master Plans etc. We are well aware of the City's CAD drafting standards and layers, standard sheet border, Specifications and estimate template, and standard drawings (City, County, Greenbook, or Caltrans). In addition, KOA will contact the utility companies and request utility maps. KOA will prepare a log of all documents received for the project.

We understand that the project area has a significant history and build-up. Consequently, we will work closely with the staff to ensure all the previous studies and documentation are available for KOA to consider while designing the best solution for the intersection improvement.

We will make sure that the solution would result in a much needed relief for daily traffic.

---

### **Task 2 Deliverables**

- Log of documents received for the project
- 

## **TASK 3 – FIELD CHECK AND DATA COLLECTION**

KOA will conduct site visits at several junctures during the project tenure. Our initial site visit will include verification of all entities shown on as-builts compiled in Task 2. We will also make note of additional features which may have changed in the interim since the as-builts were completed, including landscaping, pavement condition, ramp, signal improvements, and other items affecting the design. Our staff will open traffic signal pull boxes and the controller cabinet to confirm conditions of; conduit fill, cabinet, controller and communication equipment. Our field staff will note maximum eastbound through and left turn queue lengths during the peak period. We have recently conducted Intersection turning movement peak hour count for the City and will be utilizing the data to determine the optimum intersection operation. We will obtain recent crash experience for the intersection from the City, or from SWITRS. We will document the field check with photos of the project and the vicinity.

Furthermore, as a part of the field reconnaissance, we will investigate and verify existing roadway geometry, utility manholes/valves, signing and striping, power poles, other

cabinets, fire hydrants, etc. KOA will also identify the potential locations for pothole as well as existing condition of pavement structure.

---

### **Task 3 Deliverables**

- Intersection photographs
  - Crash data (3 years)
  - Field notes on as-builts
- 

### **TASK 4 – UTILITY & AGENCY COORDINATION**

Due to our recent work with the City, we already have the information about all the Utility company contacts. This would provide us a leg-up to initiate and complete this task much earlier than anticipated.

KOA will send utility request on a City letterhead along with a project map to all relevant utility companies. We will request information from them including record drawings of their facilities, prior rights information, and any planned upgrades expected in the near future. KOA will provide the City Project Manager with a utility response list and maps/data received when all utility companies have responded. It's understood that the utility companies would be responsible for the design and construction of any of the new or relocated utility due to the project.

We will prepare a utility log to track contact and responses from utility companies. The log will document our contact with the utility companies that have utilities in the project area at the following plan milestones:

- Preliminary project notice and request as-built maps (survey base map)
- Review and identify potential conflict and need to relocate (30% plans)
- Notice to relocate (60% plans)
- Final notice to relocate immediately, if applicable (90% plans)

---

### **Task 4 Deliverables**

- Utility log
  - Utility notice letters with maps and plans
- 

### **TASK 5 – PRELIMINARY DESIGN**

The preliminary design task is intended to identify a feasible alternative for improving traffic movement through the intersection. The evaluation of alternatives will consider present and future traffic demand, traffic operations, City's General Plan Circulation Element, potential right of way impacts, adjacent land use, environmental permitting, and

construction cost. We are already anticipating a change in travel pattern due to one of the design alternatives and resulting operation at the project intersection. An analysis will be performed for alternatives under consideration in terms of traffic operations and access impacts to daily commuters as well as businesses and the residential community. The analysis will include Auto Turn evaluation of double left turn movements and U turn movements for the eastbound and opposing westbound left turn and U turn movements. Intersection level of service, delay, and queuing will be calculated for the predicted traffic operation at all intersections which are significantly impacted. The evaluation will be displayed during public meetings to facilitate questions that may be raised by stakeholders.

### **TASK 5.1 - CONCEPTUAL GEOMETRIC LAYOUT**

KOA will prepare geometric layout of up to three alternatives for reducing the eastbound left turn vehicle queue length. The layouts will be used to determine differences in level of service, vehicle queue lengths, costs, and other related impacts. KOA will prepare a preliminary cost estimate for each alternative. KOA will review the layouts with City staff. At the conceptual design stage, we will be able to identify the feasibility and constructability of the project proposed improvement. We will look at the proposed improvements from a variety of perspectives including, but not limited to safety, functionality as well as available budget. With this method, we can limit the number of changes at subsequent design stages.

In conjunction with traffic operational improvements, KOA will identify opportunities to replace existing traffic signal poles and mast arms to upgrade to the latest Caltrans standards; rewire the entire intersection due to the traffic signal infrastructure being too outdated; replace the existing traffic signal cabinet and controller to the latest Advanced Traffic Control standards; and replace the existing video detection to a state-of-the-art system that will have a pedestrian and bicycle discrimination feature as well as Advance Detection Dilemma Zone Coverage.

We will coordinate the design with the most recent (MBATS) fiber improvement project design requirements at this intersection.

---

#### **Task 5.1 Deliverables**

- Three (3) conceptual intersection improvement layouts
  - A construction cost estimate for each alternative
- 

### **TASK 5.2 - TRAFFIC ANALYSIS**

We are already anticipating a change in travel pattern due to the modified design and operation of the project intersection. An analysis will be performed for alternatives under consideration in terms of traffic operations and access impacts to daily commuters as well as businesses and the residential community.

KOA will utilize recently conducted traffic counts to develop a Synchro model for traffic analysis under existing AM and PM peak hour conditions. Level of service, delay, and

queuing will be calculated for the traffic operation at project intersection. Once City staff approves the analysis results, the evaluation will be displayed during public meetings to facilitate questions that may be raised by stakeholders.

---

### **Task 5.2 Deliverables**

- Traffic impact analysis scenarios at the Project Intersection
- 

### **TASK 5.3 - SURVEY**

Upon concurrence of the City staff on the preferred alternative, KOA will direct our survey subconsultant, Albert A. Webb Associates, to collect topographic survey within 50 feet of the project area. The survey information will be used to create a base plan. The base plan will show existing centerlines, curb, gutter, right-of-way, flow line, top of curb, curb ramps, driveways, pavement delineations, markings, roadside signs, traffic signal equipment, pull boxes, conduit, utility manholes/valves, and all other information that was documented during our field review. We believe putting extra time and effort into the preparation of an accurate base plan is a critical step because they will serve as the foundation of our design. This will eliminate the need to revisit the base plan to make changes, which can result in delays of our deliverables and the project schedule. KOA will field check the survey base map for completeness.

---

### **Task 5.3 Deliverables**

- Topographic survey base map
- 

### **TASK 5.4 - PUBLIC OUTREACH AND WORKSHOPS**

KOA will prepare presentation materials for up to ten (10) meetings/workshops for the community, and stakeholders plus an additional presentation to the City Council. Presentation materials will be prepared in PowerPoint. KOA staff will assist City staff in delivering the presentations.

In addition, KOA will conduct outreach effort with County engineers and City of Redondo Beach. KOA will also make sure that other affected businesses in the project vicinity are reckoned with (e.g. gas station, trader joe, etc.).

KOA is fully prepared and capable to provide public outreach services whether they are conducted over virtual platform or at in-person meetings. For all the meeting conditions, KOA will support the City by preparing graphic materials, such as concept drawings, informational handouts, and computer-generated presentations. The materials will display any relevant plans or drawings, depending on the current project stage. At such meetings, KOA staff will be available to answer project questions, document community input, and ensure that the process is as transparent and interactive as possible. KOA's

planners and engineers are bilingual (English/Spanish) and can easily assist with answers and/or presentation to residents who might only speak Spanish. Our team will support the City in conducting the meetings by preparing any necessary posters, plans, or schematics that will adequately illustrate to meeting participants what the project is and its anticipated effects. All materials will be made available digitally to ease sharing with participants.

---

### **Task 5.4 Deliverables**

- PowerPoint presentations for up to ten (10) meetings
- 

## **TASK 6 – ENVIRONMENTAL ANALYSIS**

KOA will provide background information to our environmental subconsultant, ECORP, including such information as project limits, cross section, and traffic impact analysis report. The environmental subconsultant will complete the initial technical studies necessary to prepare

the environmental documentation for an Initial Study/Categorical Exemption (IS/ CER) consistent with CEQA guidelines for approval by the City. If the impacts are sufficient, the subconsultant will also prepare a Preliminary Environmental Study (PES) per the Caltrans Local Assistance Procedures Manual (LAPM).

We will provide the Summary Report to the City for one round of review and revisions. Following final approval of the Summary Report by the City, the signed Notice of Exemption will be filed with the Los Angeles County Clerk's office by ECORP, if requested. Additional noticing and/or mailing are not included in this scope of work. Based on the preferred design alternative selected, our subconsultant may prepare the mitigated negative declaration (MND) document for the project if the preferred alternative would impact the traffic patterns within the surrounding neighborhood.

## **CEQA CATEGORICAL EXEMPTION**

After an initial review, it appears that the Proposed Project is likely exempt from CEQA under Class 1: Existing Facilities (CEQA Guidelines Section 15301). Class 1(c) includes:

- Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycleshare facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes).

The construction of a second eastbound left-turn lane or elongating the existing eastbound left-turn lane within the existing right-of-way would not be an expansion of use and would not result in an increase in the number of through lanes.

ECORP will prepare the Exemption Form from Appendix E of the CEQA Guidelines. This form will be filed at the Los Angeles



County Clerk's office and the State Clearinghouse. A receipt of filing will be obtained from both of these entities.

## **OPTIONAL TASK 2 –PRELIMINARY ENVIRONMENTAL STUDY (PES)**

If PES is required, ECORP will prepare appropriate Environmental documents as per the LAPM.

---

### **Task 6 Deliverables**

- IS/CE Documents
- PES (if required)

---

## **TASK 7 – SIGNAL OPERATION STUDY**

KOA will utilize peak hour traffic counts and existing signal timings in the software suite Synchro/SimTraffic, to evaluate the existing signal operation and the optimum signal timings for each alternative scenario within the existing cycle length for the intersection of Manhattan Beach Boulevard and Aviation Boulevard. Signal timing splits, offsets, and cycle lengths for up to four adjacent signals may have to be

Reviewed in order to maintain the integrity of the entire coordinated system. KOA will model the impact of the changes in splits and offset at the project intersection on corridor progression, vehicle delay, level of services, and vehicle queues. KOA will coordinate with the County to obtain existing signal timings and will provide them with the signal optimization results.

We will incorporate the new timing at the project intersection in the existing corridor synchronization plans while preparing an optimized offset and phase sequence at the study intersection. In the end, we will share all the traffic counts and timing data for the City to upload to RIITS and Measure Up! Program. A traffic signal timing chart for the final preferred alternative will be prepared for the implementation of optimized signal timing at the project intersection.

---

### **Task 7 Deliverables**

- Synchro model for each scenario
- Synchro reports for each scenario
- Technical memorandum summarizing the traffic operations study results

---

## **TASK 8 – FINAL DESIGN – PLANS, SPECIFICATIONS AND ESTIMATES**

After the conceptual design plans (30% level per Task 5.1) have been approved by the City, we will move forward in preparing the 60% submittal package. Submittals will be

made to the City at the 60%, 90%, and 100% design stages. Final reviews and approvals will be provided by the City of Manhattan Beach, Redondo Beach, and the County. The submittal package will include:

### ***PLANS***

Based on the survey and available asbuilt plans, KOA will prepare median modification and traffic signal modification plans to accommodate the design of the proposed improvements at the project location. KOA will suggest necessary traffic signal upgrades which would enhance the traffic operations. Our scope of work will include:

- Prepare an intersection base plan at a scale of 1"=20' for the location.
- Show centerlines, right of way lines, relevant existing and proposed street improvements
- Include equipment lists, pole relocations, temporary signal operation, notes, and schedules.
- Include signing and striping improvements
- Include median modification plans
- Separate Construction notes related to Street, Signing and Striping, and Traffic Signal improvements

### ***SPECIFICATIONS***

KOA will prepare a draft technical specifications using the City's boilerplate template. We will use the Standard Specifications for Public Works Construction (latest edition) and Caltrans Standard Specifications throughout the course of this project as a basis for specification preparation. Specifications will be submitted at the 90% and 100% design stages.

### ***ESTIMATE***

Based on the sheet quantity take-off, KOA will prepare and submit a cost estimate with the 60% and 90% plan submittals to the City. KOA will apply market construction costs for each bid item to the quantities measured using a combination of available sources including published Caltrans data, recent bid prices from other local projects, and any other data provided for our use. The resulting deliverable will be a line-by-line estimation of quantities, bid prices, subtotals, contingency, mobilization, Best Management Practices, and one grand total of the estimated cost to construct these improvements. We will make sure that all quantities are accounted for in the Special Provisions and Bid Table.

With each submittal, KOA will provide a response for each comment to City staff's satisfaction. Close coordination and open communication with the staff is a key to successful and timely delivery of the construction documents (PS&E).

### ***POTHOLING***

KOA's subconsultant, C-Below, will be assigned to perform utility location services using air-vacuum and soil excavation method. This is important to tie down any potential utility

conflicts. CBelow will be responsible to provide safe maintenance of adjacent traffic using standard Traffic Control implementation.

Other tasks include; obtaining necessary permits, providing photos of any exposed utility, and USA coordination. The utilities will be measured to one tenth of a foot from existing ground to top of utility, identified as to type, location, and size of pipe. The scope includes up to four (4) pothole locations at the project intersection. Pot Holes will be repaired to City Standards.

### **QA/QC**

KOA's QA/QC staff will conduct an independent PS&E review at this point in the project. The entire PS&E package will be submitted to the City for review and comments. We recommend that the review meeting with the City staff include a field walk-through with the staff to confirm constructability before bid announcement.

---

### **Task 8 Deliverables**

- 30% plans
- 60% plans
- 90% plans, specifications and estimate
- 100% plans, specifications, and estimate

---

### **TASK 9 – RIGHT-OF-WAY (OPTIONAL TASK IF REQUIRED)**

Consistent with the RFP, KOA does not anticipate the need for any right of way or easement acquisition services. If any preferred alternative warrants an additional right-of-way take, then we will revisit this task in conjunction with the City staff.


### **TASK 10 – CONSTRUCTION PHASE**

KOA will provide services to the City during the bidding and construction phases of the project. Those will include:

- Attendance at a pre-bid meeting
- Responding to RFI during bidding and construction
- Coordinate with the Cities of Manhattan Beach, Redondo Beach, and the County during construction.
- Preparation of as built drawings based on red line mark ups of construction changes, as provided by the City and the Contractor


A. PROJECT SCHEDULE

34. SECTION 2 | RESOURCE (MANNING) ALLOCATION MATRIX

 Resource Allocation Matrix	KOA						C BELOW Potholing	WEBB Survey	ECORP Environmental
	Principal/ QA/QC	Senior Engineer/ Planner	Senior Associate Engineer/ Planner	Associate Engineer/ Planner	Office Admin	Total Hours			
TASK 1 - PROJECT MANAGEMENT	24	32			8	64			
TASK 2 - BACKGROUND RESEARCH		8	2	4		14			
TASK 3 - FIELD CHECK AND DATA COLLECTION		8	2	16		26			
TASK 4 - UTILITY AND AGENCY COORDINATION		8	2	4		14			
TASK 5 - PRELIMINARY DESIGN									
5.1 Conceptual Geometric Layout		16	8	40		64			
5.2 Traffic Analysis		8	8	32		48			
5.3 Survey		4				4		40	
5.4 Presentations		32	16	16		64			
TASK 6 - ENVIRONMENTAL ANALYSIS*		4				4			120
TASK 7 - SIGNAL OPERATION STUDY		8	8	40		56			
TASK 8 - FINAL DESIGN - PLANS, SPECIFICATIONS, AND ESTIMATE									
35% Submittal		8	16	100		124			
65% Submittal		8	6	60		74	46		
95% Submittal		8	4	40		52			
100% Submittal		4	2	16		22			
TASK 9 - RIGHT-OF-WAY (TBD)									
TASK 10 - CONSTRUCTION PHASE		24	8			32			
<b>TOTAL</b>	<b>24</b>	<b>180</b>	<b>82</b>	<b>368</b>	<b>8</b>	<b>662</b>	<b>46</b>	<b>40</b>	<b>120</b>

\* Doesn't include Optional PES

## EXHIBIT B APPROVED FEE SCHEDULE

									C BELOW Pothing	WEBB Survey	ECORP Environmental	Team Total
	Principal/ QA/QC	Senior Engineer/ Planner	Senior Associate Engineer/ Planner	Associate Engineer/ Planner	Office Admin	Total Hours	Other Direct Costs	KOA Total				
Hourly Rates (Fully Burdened)	\$307.00	\$249.00	\$145.00	\$133.00	\$133.00							
TASK 1 - PROJECT MANAGEMENT	24	32			8	64		\$16,400				\$16,400
TASK 2 - BACKGROUND RESEARCH		8	2	4		14		\$2,814				\$2,814
TASK 3 - FIELD CHECK AND DATA COLLECTION		8	2	16		26	\$500	\$4,910				\$5,410
TASK 4 - UTILITY AND AGENCY COORDINATION		8	2	4		14		\$2,814				\$2,814
TASK 5 - PRELIMINARY DESIGN												
5.1 Conceptual Geometric Layout		16	8	40		64		\$10,464				\$10,464
5.2 Traffic Analysis		8	8	32		48		\$7,408				\$7,408
5.3 Survey		4				4		\$996		\$21,200		\$22,196
5.4 Presentations		32	16	16		64		\$12,416				\$12,416
Subtotal												52,484
TASK 6 - ENVIRONMENTAL ANALYSIS*		4				4		\$996			\$1,500	\$2,496
TASK 7 - SIGNAL OPERATION STUDY		8	8	40		56		\$8,472				\$8,472
TASK 8 - FINAL DESIGN - PLANS, SPECIFICATIONS, AND ESTIMATE												
35% Submittal		8	16	100		124		\$17,612				\$17,612
65% Submittal		8	6	60		74		\$10,842	\$26,490			\$37,332
95% Submittal		8	4	40		52		\$7,892				\$7,892
100% Submittal		4	2	16		22		\$3,414				\$3,414
Subtotal												66,250
TASK 9 - RIGHT-OF-WAY (TBD)												
TASK 10 - CONSTRUCTION PHASE		24	8			32		\$7,136				\$7,136
<b>TOTAL</b>	<b>24</b>	<b>180</b>	<b>82</b>	<b>368</b>	<b>8</b>	<b>662</b>	<b>\$500</b>	<b>\$114,586</b>	<b>\$26,490</b>	<b>\$21,200</b>	<b>\$1,500</b>	<b>\$161,780</b>