

**FIRST AMENDMENT TO THE AGREEMENT  
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH  
AND GEOSYNTEC CONSULTANTS, INC.**

This First Amendment to the Agreement for Consulting Services ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Geosyntec Consultants, Inc., a Florida Corporation ("Consultant" or "Contractor").

WHEREAS, on November 17, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to add to the scope of services, extend the term and increase the compensation of the Agreement.

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

1. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add the following services:

"Consultant shall perform the following services for stormwater compliance support for the City, including implementation of the 2021 Updated Beach Cities Enhanced Watershed Management Plan ("EWMP") and 2021 Regional Water Quality Control Board Stormwater Permit.

Task 5 – Stormwater Grant Support: In conjunction with the Updated Beach Cities EWMP and the identification of new stormwater projects within the City, Consultant to provide support related to the completion of feasibility studies for Safe Clean Water Regional Program funding. Feasibility studies will be prepared in accordance with the Safe Clean Water Program Feasibility Study Guidelines and will include:

- Project background and other applicable narrative for the preliminary design and engineering analysis, including water quality and water supply benefits analysis;
- Information derived from a preliminary site investigation, including environmental history (via a Phase I records search and ASTM report) and utilities clearance;
- A monitoring plan;
- An operations and maintenance plan;
- A lifecycle cost analysis; and
- Additional information such as community benefits, vector control analysis, etc.

Consultant to prepare up to two Feasibility Studies focused on project design funding. One of these studies shall be prepared for submission by the July 2022 Safe Clean Water Funding deadline. Consultant to provide all necessary support for project applications following submission (e.g., presentations to the SCW Scoring Committee, WASC, etc.).

Consultant to support the City with other applications or support for additional grant funding opportunities (e.g., Prop 1 Stormwater Grants).

Task 6 – Drywell Feasibility Screening and Siting: Consultant to evaluate the feasibility of implementing infiltration drywells (or other infiltration BMPs) in selected areas within the City, as outlined in the Updated Beach Cities EWMP. Work may include:

- A desktop Geographic Information System (GIS) analysis to identify areas favorable for drywell implementation within the City.
- Preliminary siting of drywells to meet volume capture requirements identified in the Updated Beach Cities EWMP.
- Modeling of the proposed drywells using WMMS 2.0.
- Conceptual site layouts and preliminary design of the proposed

Task 7 – Stormwater Project Design: Consultant to provide detailed (100%) design for various types of stormwater projects. As noted above, design may include feasibility analyses and siting, as well as utility clearance, permitting, and construction cost analyses. Geosyntec can also prepare full bid packages, including complete Plans, Specifications, and Estimates, so that the City can bid projects for construction, as requested by the City.

Task 8 – Community Engagement and Outreach: Provide SCW Feasibility Study outreach with Murakawa Communications, as requested by the City, to provide community engagement and public outreach related to stormwater projects in the City. Murakawa Communications' scope of work may include, but is not limited to:

- Planning/communications with the City and Beach Cities WMG;
- Reconnaissance work (such as canvassing, surveying, scouting);
- Production and distribution of collateral documents to be used in information sharing;
- Placement of advertisements through various print and social media outlets;
- Leadership of community meetings and/or individual stakeholder meetings with key constituents.

Task 9 - Preliminary Engineering Design & Permitting Urban Runoff Low Flow Sanitary Sewer Diversions: Consultant to conduct preliminary planning, engineering & design, and permitting for up to two urban runoff low flow diversions to the sanitary sewer. The scope of work will include conducting location site investigations, assessing nearby utilities and other potential siting conflicts, assessing land ownership, assessing various county and city infrastructure to identify land and partnership opportunities and challenges, performing geotechnical investigations, performing underground service alerts, conducting civil surveying to create a base map, performing conceptual project engineering design (base plan set), researching required permits and agency partner agreements, creating an engineering cost estimate, and preparing a report summarizing all findings. The final report will be

used to pursue Safe Clean Water funding for project design and buildout and will incorporate all necessary items required form the Safe Clean Water Scoring Committee.”

2. Term. Exhibit “B” of the Agreement is hereby amended to extend the term of the Agreement to July 1, 2026.
3. Compensation. Exhibit “C” of the Agreement is hereby amended to increase the compensation for the additional duties added by this First Amendment as follows:

“Consultant shall be paid in accordance with the following schedule for the added services described in the First Amendment.

|                           |           |
|---------------------------|-----------|
| <u>Rate Schedule:</u>     | (\$/Hour) |
| Staff Professional        | \$140     |
| Senior Staff Professional | \$164     |
| Professional              | \$185     |
| Project Professional      | \$208     |
| Senior Professional       | \$235     |
| Principal                 | \$255     |
| Senior Principal          | \$275     |
| Project Administrator     | \$ 78     |

Direct Expenses Cost plus 12%

Specialized Computer Applications (per hour) \$ 24

Personal Automobile (per mile) Current Gov’t Rate.

In no event shall the Consultant’s total compensation for the additional services included in this First Amendment exceed \$ 400,000. The total not-to-exceed amount for this Agreement is \$1,032,582. Consultant’s total compensation shall include all expenses, materials, labor, shipping, tax and travel.”

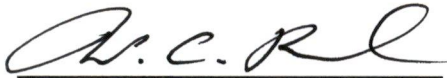
4. No Other Amendments. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First amendment shall govern.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 3<sup>rd</sup> day of May, 2022.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

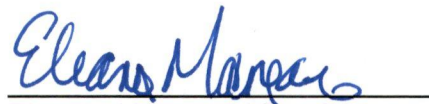
GEOSYNTEC CONSULTANTS, INC.  
a Florida corporation

  
William C. Brand, Mayor

By:   
Name: KEN SUSILO  
Title: VICE PRESIDENT

ATTEST:

APPROVED AS TO FORM:

  
Eleanor Manzano, City Clerk

  
Michael W. Webb, City Attorney

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ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2022

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

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

|                                                                                                                              |  |                                                                                                                                                                |  |
|------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br><b>Greyling Ins. Brokerage/EPIC</b><br><b>3780 Mansell Road, Suite 370</b><br><b>Alpharetta, GA 30022</b> |  | <b>CONTACT NAME:</b> Carly Underwood<br><b>PHONE (A/C, No, Ext):</b> 770.670.5324 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> carly.underwood@greyling.com |  |
|                                                                                                                              |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                           |  |
|                                                                                                                              |  | <b>INSURER A:</b> National Union Fire Ins. Co.                                                                                                                 |  |
|                                                                                                                              |  | <b>INSURER B:</b> Aspen American Insurance Company                                                                                                             |  |
|                                                                                                                              |  | <b>INSURER C:</b> Allied World Assurance Company (U.S.)                                                                                                        |  |
|                                                                                                                              |  | <b>INSURER D:</b> New Hampshire Ins. Co.                                                                                                                       |  |
|                                                                                                                              |  | <b>INSURER E:</b>                                                                                                                                              |  |
|                                                                                                                              |  | <b>INSURER F:</b>                                                                                                                                              |  |

**COVERAGES** **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                 | ADDL INSR | SUBR WVD | POLICY NUMBER                         | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | GL5268179                             | 04/01/2022              | 04/01/2023              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$25,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY                                                                            |           |          | CA4489673 (AOS)<br>CA4489674 (MA)     | 04/01/2022              | 04/01/2023              | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| B        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$0                                                                                   |           |          | CX005GA22                             | 04/01/2022              | 04/01/2023              | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000<br>\$                                                                                                                                                                              |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                 |           | N/A      | WC015893709 (AOS)<br>WC015893710 (CA) | 04/01/2022              | 04/01/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                     |
| C        | <b>Prof Liab (PL)/</b><br><b>Contr. Poll (CPL)</b>                                                                                                                                                                                                                                                                                |           |          | 03122723                              | 04/01/2022              | 04/01/2023              | Each Act \$8,000,000<br>Aggregate \$10,000,000                                                                                                                                                                                            |

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

The City of Redondo Beach, its officers, elected and appointed officials, employees & volunteers are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation, pollution & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Separation of Insureds applies to the General Liability Policy. Should any of (See Attached Descriptions)

|                                                                                                                               |                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><b>City of Redondo Beach</b><br><b>415 Diamond Street</b><br><b>Redondo Beach, CA 90277-0000</b> | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## DESCRIPTIONS (Continued from Page 1)

the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder named below.