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

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

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

WHEREAS, on May 3, 2022, the parties entered into the First Amendment to the Agreement ("First Amendment") to add to the scope of services, extend the term of the Agreement to April 4, 2028, and increase Consultant's compensation limit to \$1,032,582;

WHEREAS, on April 18, 2023, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to add to the scope of services and increase Consultant's compensation limit to \$1,470,482;

WHEREAS, on May 7, 2024, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to add additional duties to the scope of services, increase Consultant's total compensation limit to \$1,495,482, and update the insurance requirements under the Agreement; and

WHEREAS, on December 3, 2024, the parties entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to clarify payment terms, allocate additional compensation of \$33,545 for Task 9, and increase Consultant's total compensation limit to \$1,504,027

WHEREAS, the parties desire to amend 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, as amended by Exhibits "A-1" and "A-2", is hereby amended to add Exhibit "A-3" to provide a joint Herondo Watershed Green Streets Project Feasibility Study under the Safe Clean Water Regional Program (collectively "Task 10"). Exhibit "A-3" is attached hereto and incorporated by this reference.
- 2. **COMPENSATION.** Exhibit "C" of the Agreement, as amended by Exhibits "C-1" and "C-2", is hereby amended to add Exhibit "C-3" to allocate additional compensation of \$50,000 for Task 10, setting a new total limit on compensation under the Agreement and all amendments hereto at \$1,554,027. Exhibit "C-3" is attached hereto and incorporated by this reference. Consultant shall be compensated for the services described in Exhibits "A", "A-1", and "A-2" of the Agreement.

3. **NO OTHER AMENDMENTS**. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment, the terms of this Fifth Amendment shall govern.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment in Redondo Beach, California, as of this 21st day October, 2025.

CITY OF REDONDO BEACH, a chartered municipal corporation	GEOSYNTEC CONSULTANTS, INC a Florida corporation			
James A. Light, Mayor	By: Luristopher Wessel Name: Christopher Wessel Title: Senior Principal			
ATTEST:	APPROVED:			
Eleanor Manzano, City Clerk	Diane Strickfaden  ABED8CF35EEF48C  Diane Strickfaden, Risk Manager			
APPROVED AS TO FORM:				
Joy A. Ford, City Attorney				

### **EXHIBIT "A-5"**

## **SCOPE OF SERVICES**

## I. CONSULTANT'S DUTIES

Consultant shall prepare a joint Feasibility Study under the Safe Clean Water Regional Program ("SCWP") for a joint Herondo Watershed Green Streets Project ("Project") to be coordinated with the City of Hermosa Beach. Consultant shall ensure all services conform to the latest SCWP Feasibility Study Guidelines and applicable City and County standards. Consultant shall perform Task 10 as follows:

- A. **Project Management.** Consultant shall provide the following Project management and coordination services for the duration of the Project:
  - 1. One (1) one-hour virtual kickoff meeting with the City.
  - 2. Four (4) one-hour virtual check-in meetings with the City.
  - 3. Routine coordination and communication with the Project team.
  - 4. Schedule and budget management.
  - 5. Monthly invoice development and submission as further described in Exhibit "C".
- B. **Background Research, Surveying, and Field Verification.** Consultant shall review available record drawings, previous reports and studies, and other information available from the Cities immediately following the Project kick-off. Consultant shall perform the following research and investigations:
  - 1. One (1) site visit with City representatives.
  - 2. Conduct utility search. Collect and review available record drawings of underground utilities for additional Project locations that are not covered in the previous studies.
  - 3. Review the following documents and utilize the standards as applicable for this Project:
    - a. City Standard Plans;
    - b. County of Los Angeles Hydrology Manual 2006;
    - c. Standard Specifications for Public Works Construction, "Green Book"; and
    - d. Additions and Amendments to the Standard Specifications for Public Works.
  - 4. Provide a Summary of Site Conditions and Constraints, summarizing the findings from the background research.
- C. **Hydrology and Hydraulics Study.** Consultant shall prepare hydrologic and hydraulic (H&H) calculations and modeling to support the Project design and document the water quality and water supply benefits summarizing the approach and results of the following:
  - 1. Drainage area delineations;

- 2. Peak flow and run-off volume calculations for the Design Storm and 85th Percentile, 24-hour Storm, using HydroCalc;
- 3. Long-term Pollutant load reduction calculations, using WMMS and SCWP Project Module; and
- 4. SCWP Water Quality and Water Supply Scoring Analyses.

Consultant shall submit one draft and one final H&H study technical memorandum to the City.

- D. **Feasibility Study Report.** Consultant shall prepare a draft and final Feasibility Study that meets the requirements set forth in the latest SCWP Feasibility Study Guidelines. Consultant shall conduct a preliminary design effort and incorporate it into the final Feasibility Study. Consultant shall develop additional documentation and evaluation for the preferred alternative and attach it to the Feasibility Study. This shall include:
  - 1. Identification and conceptualization of additional green infrastructure features to supplement the drywells;
  - 2. 10% design set (Site plan and BMP details);
  - 3. Opinion of Probable Construction Cost (OPCC);
  - 4. Project Description;
  - 5. CEQA Screening Checklist;
  - 6. A community outreach and engagement plan, which identifies key stakeholders and agencies.

Consultant shall prepare and submit a digital copy of the draft Feasibility Study for one round of City comments, and a digital copy of the final Feasibility Study with documented responses to comments. Hold two meetings to review the Feasibility Study findings and feedback from the City.

- E. SCWP Module Submission and Meeting Support. Consultant shall prepare and submit all required materials for the SCWP application associated with the Project as follows:
  - 1. Consultant shall prepare a Project fact sheet in accordance with the SCWP template and complete the Safe Clean Water Module for the Project based on the final Feasibility Study.
  - 2. Consultant shall fill required entries and upload supporting documentation to complete the module.
  - 3. Consultant shall provide a draft module output to the City at least thirty (30) days prior to the SCWP application deadline (July 31, 2026).
  - 4. Consultant shall address changes to the module and produce a final module output for City approval at least seven (7) days prior to the SCWP application deadline.
  - 5. Once the City approves the application, Consultant shall submit the SCWP application into the County portal.
  - 6. Consultant shall assist in modifying the application entries and supporting documents should comments be received from the SCWP.

- 7. Consultant shall support the City and participate in up to two (2) virtual and two (2) in-person calls and meetings, including the Scoring Committee and South Santa Monica Bay Watershed Area Steering Committee meetings, and prepare one PowerPoint presentation based on the SWCP template.
- F. **Additional Duties.** Any work beyond the scope described in this Exhibit "A", including but not limited to additional meetings beyond those specified, redesigns, or expanded field investigations, shall constitute extra work and require authorization by written change order as provided under General Provisions Section 7 of the Agreement.

## II. CITY'S DUTIES

City will facilitate inter-agency coordination for this Project.

## **EXHIBIT "C-3"**

### **COMPENSATION**

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the rate schedule outlined in the First Amendment.
- II. **EXPENSES**. Consultant may be reimbursed for the following expenses directly arising from this Agreement
  - A. Consultant obtains the City's prior written authorization for any individual expense exceeding \$200;
  - B. Consultant provides written documentation evidencing the expenditure, such as receipts or invoices; and
  - C. The total aggregate of Consultant's expenses shall not exceed \$2,000.

Expenses	Amount
Travel: For distances exceeding 50 miles one way, reimbursement will be based on the IRS	IRS mileage rate
mileage rate.	
Material and reproduction for out of the ordinary items, such as oversized and/or color printing	At actual cost plus 15%

III. **NOT TO EXCEED AMOUNT**. In the event that unforeseen conditions or circumstances arise in connection with the services described in Exhibit "A", including but not limited to, additional meetings beyond those specified, redesigns, or expanded field investigations, authorized by written change order pursuant to General Provisions Section 7 of the Agreement, the Consultant shall notify the City and submit a written estimate for any proposed additional work. Subject to prior the written approval of the City Engineer, the Consultant may utilize up to \$10,000 to perform such additional work. Any such use of contingency funds shall not increase the total compensation payable to Consultant beyond \$1,554,027 during the term of the Agreement, as amended.

Within this overall limit, compensation for Task 10 shall not exceed the following amounts:

Section	Task 10	Not to Exceed Total
I.A	Project Management	\$7,500
I.B	Background Research & Field Verification	\$5,400
I.C	Hydrology & Hydraulics Study	\$9,900
I.D	Feasibility Study Report	\$21,300

Section	Task 10	Not to Exceed Total
I.E	SCWP Module Submission & Meeting Support	\$5,900
	SUBTOTAL	\$50,000
I.F Contin	ngency	\$10,000
	TOTAL	\$60,000

- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
  - A. All personnel who performed work.
  - B. Task number.
  - C. Date of service.
  - D. Location of work.
  - E. Description of the work performed.
  - F. Number of hours worked for each individual.
  - G. Hourly rate and percentage of task completed.
  - H. All City approved and documented subcontractor invoices.
  - I. If applicable, expenses incurred.

Invoices must be itemized, adequately detailed, based on accurate records, and if applicable, attach subcontractor invoices. Invoices must be in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request.

- V. SCHEDULE FOR PAYMENT. City agrees to pay Consultant within thirty (30) days of City's receipt of the monthly invoice; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the amounts described in Section III of this Exhibit "C-5".
- VI. **NOTICE**. Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: Geosyntec Consultants

5901 West Century Blvd

**Suite 1450** 

Los Angeles, CA 90045 Attn: Christopher Wessel

Email: CWessel@Geosyntec.com

<u>City</u>: City of Redondo Beach

Public Works Department, Engineering Division

415 Diamond Street

Redondo Beach, CA 90277

Attn: Lauren Sablan, City Engineer Email: Lauren.Sablan@redondo.org

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



## CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

3/25/2025

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

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

this certificate does not come rights to the certificate holder in fied of sach endorsement(s).					
PRODUCER	Lockton Companies, LLC	CONTACT NAME:			
	444 W. 47th St., Ste. 900	PHONE   FAX   (A/C, No, Ext):   (A/C, No):			
	Kansas City MO 64112-1906 (816) 960-9000	E-MAIL ADDRESS:			
	kcasu@lockton.com	INSURER(S) AFFORDING COVERAGE	NAIC #		
		INSURER A: National Union Fire Ins Co Pitts. PA	19445		
1552000	GEOSYNTEC CONSULTANTS, INC. 777 YAMATO ROAD, SUITE 600 BOCA RATON, FL 33431	INSURER B: Allied World Assurance Company (U.S.) Inc.	19489		
		INSURER C: New Hampshire Insurance Company	23841		
		INSURER D:			
		INSURER E :			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 21434260 REVISION NUMBER: XXXXXXX

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		TYPE OF INSURANCE	ADDL	SUBR	DOLLOW NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS
LTR			INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	
Α	X	COMMERCIAL GENERAL LIABILITY	Y	N	GL5268179	4/1/2025	4/1/2026	DAMAGE TO RENTED \$ 2,000,000
		CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence) \$ 500,000
								MED EXP (Any one person) \$ 25,000
								PERSONAL & ADV INJURY \$ 2,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
		OTHER:						\$
A	AUT	TOMOBILE LIABILITY	Y	N	CA4489673	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	X	ANY AUTO			CA4489674	4/1/2025	4/1/2026	BODILY INJURY (Per person) \$ XXXXXXX
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXX
	X	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXX
								\$ XXXXXXX
Α	X	UMBRELLA LIAB X OCCUR	N	N	031373714	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 10,000,000
		DED X RETENTION \$ 10,000						\$ XXXXXX
С		RKERS COMPENSATION DEMPLOYERS' LIABILITY		N	WC 072-11-3264	4/1/2025	4/1/2026	X PER OTH-ER
A			N/A		WC 072-11-3263	4/1/2025	4/1/2026	E.L. EACH ACCIDENT \$ 2,000,000
	(Mandatory in NH)		,,,					E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 2,000,000
В	CO	OFESSIONAL LIAB. NTRACTORS LLUTION LIAB	Ν	N	0312-2723	4/1/2025	4/1/2026	\$8,000,000 EACH ACT; \$10,000,000 AGGREGATE

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 ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER. GENERAL LIABILITY INCLUDES SEVERABILITY OF INTERESTS SUBJECT TO POLICY TERMS AND CONDITIONS

CERTIFICATE HOLDER	CANCELLATION			
<b>21434260</b> CITY OF REDONDO BEACH 415 DIAMOND STREET	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
REDONDO BEACH CA 90277	AUTHORIZED REPRESENTATIVE Joyl M Agnella			

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