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

This Second Amendment to the Agreement for Consulting Services ("Second 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, on May 3, 2023, the parties entered into a First Amendment ("First Amendment") to the Agreement to add to the scope of services, extend the term and increase the compensation; 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. <u>Scope of Services</u>. Exhibit "A" of the Agreement is hereby amended to add the following services:

Consultant shall perform the following duties associated with the Fulton Playfield Multi-Benefit Stormwater Capture Project.

Task 1- Project Planning

Task 1.1 - Progress Meetings, Schedules & Coordination

- Attend a kick-off meeting and up to 11 progress/review conference calls, meetings with the City Staff and other interested parties
- Provide additional project management duties to complete the Project, including, without limitation, coordination with subconsultants, responding to emails, and scheduling meetings, preparing agenda
- Prepare summary notes from meetings, support material for meetings upon City's request, and provide a detailed project schedule

Task 1.2 – Environmental Compliance

 Prepare a draft and a final project description with adequate information to support analysis of environmental issues to address CEQA clearance documentation

- Work with City's planning department to apply for CEQA Exemption pursuant to California Code of Regulations Section 15303 and Section 15332
- Coordinate filing of the notice of Exemption (NOE), including recording at the LA County's office

<u>Task 1.3 – Safe Clean Water Program Reporting</u>

- Prepare a total of 8 quarterly reports to reflect the project progress for submittal to the Safe Clean Water Program.
- Prepare a total of 2 annual reports to reflect the project progress for the submittal to Safe Clean Water Program

Task 1.4 – Community Outreach

- Develop a Shareholder and Community Outreach Plan detailing specific outreach activities
- Coordinate two community meetings during the design phase, and one
 meeting during the bidding and award phase to provide an update on
 the Project design process and receive stakeholder input.
- Design, install, and maintain information signs of the Project around the public rights-of-way adjacent to the Project site.
- Prepare a report for the final project design including consolidated outreach materials, summaries of outreach and engagement activities, and summaries of feedback and findings.

Task 2- Project Design

Task 2.1 - Research, Data Collection, Analysis

- Conduct a site visit to gather information on existing site conditions.
- Review available records of the utilities provided by the City and the utility companies

Task 2.2 - Geotechnical Engineering Analysis

- Review available information, perform a site reconnaissance and identify subsurface utilities
- · Conduct geotechnical field exploration and analytical laboratory testing
- Prepare a geotechnical engineering report to summarize the results of exploration.

<u>Task 2.3 – Topographic Survey</u>

 Perform topographic survey and prepare topographic map based on the ground survey.

Task 2.4 – Los Angeles County Flood Control District (LACFCD) Permit

 Prepare permit application and all the required documentation, hydraulic models and coordinate with LAFCD throughout design phase.

<u>Task 2.5 – Engineering Design</u>

- Perform drainage analysis and develop complete project design
- Submit 75% plans and construction documents for City review
- Submit 100% plans and construction documents for City review

Task 3- Construction Support

- Provide bidding support, documentation and assist with bid evaluation and contract negotiations for up to 20 hours
- Provide engineering support during construction phase for up to 6 requests for information, 12 submittals and 2 change order requests.
- Provide up to 10 hours per week construction management support during construction phase
- 2. <u>Term</u>. Exhibit "B" of the Agreement is hereby amended to extend the term of the Agreement to April 4, 2028.
- 3. <u>Compensation</u>. Exhibit "C" of the Agreement is hereby amended to increase the compensation for the additional duties added by this Second Amendment as follows:

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

	Task	Total
Task-1	Project Planning -Fulton Playfield	\$111,300
Task-2	Project Design -Fulton Playfield	\$253,000
Task-3	Construction Support- Fulton Playfield	\$73,600
Total		\$437,900

In no event shall the Consultant's total compensation for the additional services included in this Second Amendment exceed \$437,900. The total not-to-exceed amount for this Agreement is \$1,470,482. Consultant's total compensation shall include all expenses, materials, labor, shipping, tax and travel.

4. <u>No Other Amendments.</u> The Agreement, this Second Amendment and the 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, this Second Amendment and First Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 18th day of April, 2023.

CITY OF REDONDO BEACH, a chartered municipal corporation	GEOSYNTEC CONSULTANTS, INC a Florida corporation
Docusigned by: William Brand E6413C7231DF4E1 William C. Brand, Mayor	By: Name: Title: Docusigned by: Luristopher Wessel Senior Principal
ATTEST:	APPROVED AS TO FORM:
Cleanor Manyano 72F2AC716C214CF Eleanor Manzano, City Clerk	Michael W. Webb, City Attorney
APPROVED: Diane Strickfaden Diane Strickfaden, Risk Manager	

Client#: 25361 **GEOSCONS**

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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).

PRODUCER	CONTACT Carly Underwood				
Greyling Ins. Brokerage/EPIC	PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No):				
3780 Mansell Road, Suite 370	E-MAIL ADDRESS: carly.underwood@greyling.com				
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: National Union Fire Ins. Co.	19445			
INSURED	INSURER B : Aspen American Insurance Company	43460			
Geosyntec Consultants, Inc.	INSURER C : Allied World Assurance Company (U.S.)	19489			
900 Broken Sound Parkway NW, Suite 200	INSURER D: New Hampshire Ins. Co.	23841			
Boca Raton, FL 33487	INSURER E :				
	INSURER F:				

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.

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

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

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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.				