

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

This Fourth Amendment to the Agreement for Consulting Services (“Fourth 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 to \$1,495,482, and update the insurance requirements under the Agreement; and

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. **COMPENSATION.** Exhibit “C” of the Agreement, as amended by Exhibit “C-1”, is hereby amended to add Exhibit “C-2” to clarify payment terms and allocate additional compensation of \$33,545 for Task 9, setting a new total limit on compensation under the Agreement and all amendments hereto at \$1,504,027. Exhibit “C-2” is attached hereto and incorporated by this reference. Consultant shall be compensated for the services described in Exhibits “A” through “A-1” of the Agreement.
2. **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, and this Fourth 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, and this Fourth Amendment, the terms of this Fourth Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 3rd day December, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

GEOSYNTEC CONSULTANTS, INC.,
a Florida corporation

James A. Light, Mayor

Signed by:

By: _____
Name: Christopher Wessel
Title: Senior Principal

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "C-2"

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. However, under no circumstances shall the total compensation for tasks 1, 2, 3, and 9 exceed the amounts set forth below.

Task	Description	Not to Exceed Total
1	Project Planning - Fulton Playfield	\$111,300
2	Project Design - Fulton Playfield	\$253,000
3	Construction Support - Fulton Playfield	\$73,600
9	Preliminary Engineering Design & Permitting Urban Runoff Low Flow Sanitary Sewer Diversions	\$128,545

- II. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant, including without limitation, compensation, expenses, materials, labor, shipping, and tax, exceed \$1,504,027 under the Agreement and any amendments hereto.
- III. **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. Task number
 - B. Description of the work performed
 - C. Quantity
 - D. Unit Price
 - E. Total Amount (Unit x Quantity)
 - F. Rates and hours worked, if applicable
 - G. Date(s) of service provided
 - H. All personnel who performed work on the Task Proposal

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, including 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. If no work is performed in a given month, no invoice is required.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of City's receipt of Consultant's monthly invoice, provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to the City and Consultant shall be given by registered or certified mail, or personal delivery, addressed as follows:

Consultant: Geosyntec Consultants, Inc.
6167 Bristol Parkway, Suite 390

Culver City, CA 90230
Attention: Christopher Wessel

City: City of Redondo Beach
Public Works Department, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Lauren Sablan, Acting City Engineer

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) 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

DATE (MM/DD/YYYY)

5/1/2024

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).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C. No. Ext): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C. No): 770.756.6599
	INSURER(S) AFFORDING COVERAGE	
INSURED Geosyntec Consultants, Inc. 900 Broken Sound Parkway NW, Suite 200 Boca Raton, FL 33487-0000	INSURER A: National Union Fire Ins Co of Pittsburg NAIC #: 19445	
	INSURER B: Everest National Insurance Company NAIC #: 10120	
	INSURER C: Allied World Assurance Co (U.S.) Inc. NAIC #: 19489	
	INSURER D: New Hampshire Insurance Company NAIC #: 23841	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 428598820

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268179	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489673 CA4489674 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XC3EX00336241	4/1/2024	4/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC015893709 (AOS) WC015893710 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Professional Liability (PL) Contractors Pollution Liab (CPL)			03122723	4/1/2024	4/1/2025	Each Act \$8,000,000 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 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.

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

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