

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND GEOSYNTEC
CONSULTANTS, INC.

This Third Amendment ("Amendment No. 3") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Geosyntec Consultants, Inc., a Florida corporation ("Consultant") (collectively, the "Parties"). The date the City Council approves this Amendment shall be the date this Amendment is effective ("Effective Date").

RECITALS

A. On December 15, 2020, the City and Consultant entered into an agreement for professional services for the Consultant to provide project management and implementation of the Beach Cities Watershed Management Group Coordinated Integrated Monitoring Program (CIMP). ("Original Agreement").

B. On May 16, 2023, the City and Consultant entered into Amendment No. 1 to extend the term, increase the Maximum Compensation plus a contingency, and modify the Scope of Services and Fee Schedule.

C. On May 21, 2024, the City and Consultant entered into Amendment No. 2 to extend the term, increase the Maximum Compensation, and modify the Scope of Services and Fee Schedule

D. The Original Agreement as amended by Amendment No. 1 and Amendment No. 2, is hereinafter referred to as the "Agreement."

E. The Parties now desire to amend the Agreement to extend the term, increase the Maximum Compensation plus a contingency, and modify the Scope of Services and Fee Schedule.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 2 of the Agreement is hereby amended to extend the term of the Agreement through June 30, 2026, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by \$469,900, for a new Maximum Compensation of \$2,328,328 plus a contingency of \$58,841 for unanticipated additional services and monitoring outside the scope set forth in Exhibit A-2, based on the Schedule of Rates set forth in Exhibit B-2.

Section 3. Exhibit A-1 (Scope of Services) and Exhibit B-1 (Approved Fee Schedule) of the Agreement are hereby replaced and superseded by Exhibit A-2

Approved for use 5/1/24

(Scope of Services) and Exhibit B-2 (Approved Fee Schedule), attached to this Amendment.”

Section 4. Except as specifically amended by this Amendment No.3, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 on the day and year first shown above.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Geosyntec Consultants, Inc.,
a Florida corporation

By: _____
Name: Talyn Mirzakhanian
Title: City Manager
Date:

By: _____
Name: Ken Susilo
Title: Project Director
Date:

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk
Date:

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney
Date:

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Libby Bretthauer
Title: Acting Finance Director
Date:

APPROVED AS TO CONTENT:

By: _____
Name: Erick Lee
Title: Public Works Director
Date:

EXHIBIT A-2 SCOPE OF SERVICES

Task 1: Project Management and Permitting

As under the existing CIMP Implementation contract, the Geosyntec Team will provide project management services so that work deliverables are provided on or ahead of schedule and within budget. Subtasks will include the following:

- **Monthly Meetings:** The Geosyntec Team will prepare for and attend monthly meetings of the Beach Cities WMG. For monthly meetings, Geosyntec will provide presentations and/or other relevant material, as requested.
- **Other Meetings:** The Geosyntec Team will attend, participate in, and/or support the Beach Cities WMG in meetings with other watershed management program groups, Regional Board staff, City Councils, County staff, stakeholders, and/or other consultants as necessary to deliver the Project.
- **Permitting and Traffic Control:** The Geosyntec Team will obtain the necessary permits for access to the various sampling locations. Based on the CIMP, it is anticipated that two encroachment/access Permits from the Los Angeles County Flood Control District (LACFCD) will be required for monitoring at various outfalls. As with previous years, permitting and access requirements are expected to be minimal. Geosyntec will coordinate with respective cities to confirm that appropriate protocol is adhered to when sampling at locations within that city.
- **Health and Safety Planning:** The Site Health and Safety Plan (SHSP), which is already in place and being implemented under current CIMP monitoring efforts, will continue to be implemented under this proposed scope as a “living” document, to be updated as often as is necessary to provide the most helpful and accurate information for field personnel. The Geosyntec Project Manager will confirm that field personnel communicate any and health and safety related issues directly to him so that the SHSP can be amended promptly.
- **Additional Project Management:** The Geosyntec Team will perform project management duties, including regular communication with the City on the state of the scope, schedule, and budget; coordination of the Project Team, WMG, and Watershed Coordination Consultant; and organization of Team coordination calls. For cost control purposes, the Geosyntec project manager will track earned value relative to budget spent on a weekly basis throughout the Project duration to confirm that the Project stays on schedule and budget and that deviations are identified, communicated, and mitigated early.

Task 1 Deliverables

- Material for up to twelve Beach Cities WMG meetings per year, as requested.
- Material for up to four additional meetings per year, as requested.
- An updated HASP, as requested.
- Copies of all required encroachment permits, as requested.

TASK 2: RECEIVING WATER MONITORING

Geosyntec will conduct Receiving Water Monitoring per the approved 2023 Beach Cities CIMP (as revised and approved by the Board). For Reporting Year 2025 - 2026, this means sampling in accordance with the currently established means and methods in the CIMP, including:

- Near-shore receiving water monitoring at sites RW-BCEG-01 and RW-BCEG-02; and
- Santa Monica Bay Bacteria TMDL Shoreline Monitoring. This will include weekly monitoring for fecal indicator bacteria (FIB) consistent with the SMBBB TMDL, conducted at seven (7) coordinated shoreline monitoring locations. Sampling will continue to be conducted on Monday mornings. Additional accelerated monitoring will be conducted on subsequent days when triggered in response to exceedance of the single-sample bacteria objectives, as described in the SMBBB TMDL Coordinated Shoreline Monitoring Plan (CSMP). Bacterial parameters analyzed will include Total Coliform, Fecal Coliform, and Enterococcus.

Task 2 Deliverables

- Weekly SMBBB monitoring results, emailed to the Group.

All other Task 2 reporting is handled under Task 5.

TASK 3: STORMWATER OUTFALL MONITORING

Geosyntec will conduct Stormwater Outfall Monitoring per the approved 2023 Beach Cities CIMP. Outfalls will be sampled in accordance with the currently established means and methods in the CIMP. Currently, this will include:

- Sampling at the Group 1 outfalls: OF-BCEG-4a, OF-BCEG-5, and OF-BCEG-7.

Task 3 Deliverables

No Task 3 deliverables, as reporting is handled under Task 5.

TASK 4: NON-STORMWATER OUTFALL MONITORING

Non-stormwater outfall monitoring will be implemented per the 2023 Beach Cities CIMP. For Reporting Year 2025 – 2026, this sampling will include two sample events per year at the two outfalls currently monitored.

Task 4 Deliverables

- Annual updates of the MS4 Outfall GIS database.

All other Task 4 reporting is handled under Task 5.

TASK 5: DATA ASSESSMENT AND REPORTING

Geosyntec will continue with all necessary data assessment and reporting to help the Beach Cities comply with the Regional MS4 Permit and the approved 2023 Beach Cities CIMP. Specific items covered under this task include:

- Sample event summaries, including laboratory analyses, QA/QC results, rainfall/runoff analyses, etc;
- Semi-Annual data submission, in compliance with requirements specific in the Permit. This assessment will continue to include data from outside agencies, including City of Los Angeles and County of Los Angeles, as available;
- Annual Monitoring Report, for submission with the WMG's Annual Report; and
- Adaptive Management Report and Report of Waste Discharge consistent with the requirements of the MS4 Permit (specifically Part IX.E of the Order and Section X.H of Attachment F).

Task 5 Deliverables

- Two Semi-Annual Data Reports, per year.
- Annual Monitoring Report, including submittal of a draft and final version,
- Adaptive Management Report and Report of Waste Discharge

SCOPE ASSUMPTIONS:

General

- All memoranda and reports, unless otherwise specified, include one round of review from the Beach Cities WMG, with consolidated electronic comments provided to Geosyntec to be incorporated into the final version.

Receiving Water Monitoring

- Two (2) near-shore receiving water monitoring sites are assumed to be monitored during three (3) wet-weather events, per year.
- Boat captain will be responsible for assessing open ocean water conditions to guard the safety of Geosyntec Team personnel prior to mobilization from the harbor.
- SMBBB TMDL Shoreline Monitoring is assumed at seven (7) sample locations. Labor includes site observations at sample locations as well as eight (8) storm drain outfalls. Collection includes use of a 4x4 vehicle and a trained technician based on City requirements for access and driving on City beach property. No weekend or holiday surcharges are included in the cost proposal.
- A total of sixteen (16) repeat sample events are assumed for the SMBBB TMDL Shoreline Monitoring per year.
- No additional permitting is assumed to be required for receiving water monitoring.
- No toxicity sampling is assumed, per the 2023 CIMP.

Stormwater Outfall Monitoring

- Up to three (3) outfalls are assumed to be monitored during three (3) wet-weather events, per year.
- Traffic control from California Barricade is assumed at one location (OF-BCEG-5). Other traffic control is assumed to be minor (i.e., not requiring lane closure), and will be provided by the Geosyntec Team.
- A LACFCD encroachment/access permit is assumed to be necessary for monitoring. The fee for this permit is incorporated into our cost estimate.

Non-Stormwater Outfall Monitoring

- Two (2) outfalls are assumed to require monitoring twice per year due significant non-stormwater discharges.

Traffic control by California Barricade is assumed to not be required for non-stormwater outfall monitoring.

Data Assessment and Reporting

- All reports will be provided electronically, with substantial time for the Group to provide a single round of review and consolidated comments for report finalization and submittal by the regulatory deadline:
 - Semi annual data reports will be finalized and submitted by Geosyntec by December 15, 2025 and June 15, 2026;
 - The annual monitoring report will be finalized and submitted by Geosyntec by December 15, 2025;
 - The Adaptive Management Report and Report of Waste Discharge will be finalized and submitted by Geosyntec by March 15, 2026.
- Scope additions based on implementation of the new Beach Cities CIMP, which includes additional sampling constituents for a first event and increased lab costs to accommodate the new CIMP requirement for high-resolution PCB/DDT analyses;
- Additional scope to prepare an Adaptive Management Report per the requirements of the MS4 Permit; and
- Increased rates in accordance with Consumer Price Index increases.

SCHEDULE

The proposed scope of work covers July 1, 2025, through June 30, 2026.

EXHIBIT B-2
APPROVED FEE SCHEDULE

The Consultant’s fee schedule is outlined in the table below:

TASK	YEAR 10 (2025-2026)
Task 1 – Project Management	\$ 51,700
Task 2 – Receiving Water Monitoring	\$141,400
Task 3 – Stormwater Outfall Monitoring	\$104,600
Task 4 – Non-Stormwater Outfall Monitoring	\$ 30,400
Task 5 – Data Assessment and Reporting	\$141,800
TOTAL	\$469,900

*The vendor has a contingency amount of \$ 58,841 available for unanticipated additional services and monitoring outside the scope set forth in Exhibit A-2.