

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND GEOSYNTEC
CONSULTANTS, INC.

This First Amendment (“Amendment No. 1”) 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”) is hereby entered into as of May 16, 2023 (“Effective Date”).

RECITALS

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) services (“Agreement”);

The Parties now desire to amend the Agreement to further extend the term, increase the maximum compensation, 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 revised to extend the term of the Agreement through June 30, 2024, 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 \$414,377, for a new Maximum Compensation of \$1,432,363 plus a contingency of \$52,008 for unanticipated additional services and monitoring outside the scope set forth in Exhibit A, based on the Schedule of Rates set forth in Exhibit B.

Section 3. Exhibits A and B of the Agreement are hereby amended to add the Exhibits A and B attached to this Amendment No. 1.

Section 4. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Amendment No. 1 on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Geosyntec Consultants Inc.,
a Florida Corporation

By: _____

Name: Bruce Moe
Title: City Manager

By:  4/27/2023
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Name: Ken Susilo
Title: Project Director

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____

Name: Erick Lee
Title: Public Works Director

EXHIBIT A
SCOPE OF SERVICES
(FOR FISCAL YEAR JULY 1, 2023- JUNE 30, 2024)

This scope of services was prepared for the City of Manhattan Beach by Geosyntec Consultants (Geosyntec) in support of the Beach Cities Watershed Management Group Coordinated Integrated Monitoring Program (CIMP).

The focus of this letter proposal is to present a scope of work and budget for Geosyntec to conduct CIMP Implementation for Reporting Year 2023-2024 (July 1, 2023 – June 30, 2024). Currently, Geosyntec is conducting CIMP Implementation activities for the Beach Cities WMG per the Professional Services Agreement between Manhattan Beach and Geosyntec dated December 15, 2020, and per the Memorandum of Understanding (MOU) between the various Beach Cities Agencies, including Amendment No. 1 to the MOU (July 1, 2020).

Although Geosyntec’s contract is scheduled to expire on June 30, 2023, the MOU allows for a contract extension, as long as the cost for the additional year does not exceed Fiscal Year 2022-2023 costs (with adjustments allowed per the Consumer Price Index¹). This cost is provided in Exhibit A of Amendment No. 1 of the MOU and is set at \$390,922 for CIMP Implementation Tasks 1 - 6. With a maximum 6.0%² increase per the CPI allowance, the total budget is set at \$414,377.

¹ https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm

² As the required April to April CPI is unavailable as of the time of this proposal, a 6% maximum CPI is assumed. If the April 2022 – April 2023 CPI is lower, Geosyntec will accept the lower CPI and will lower their cost accordingly.

SCOPE OF WORK

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, who is also the Geosyntec Los Angeles Health and Safety Coordinator, 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 two additional meetings per year, as requested.
- An updated HASP, as requested.
- Copies of all required encroachment permits, as requested.

TASK 2: REVISED CIMP PER NEW MS4 PERMIT

Per the 2021 Regional MS4 Permit, the Beach Cities WMG updated their CIMP in March 2023. Comments from the Regional Board are anticipated during FY 2023-2024. Therefore, this scope item includes updates and revisions to the CIMP to address Regional Board comments

Task 2 Deliverables

- Final CIMP, revised based on Regional Board comments.

TASK 3: RECEIVING WATER MONITORING

Geosyntec will continue to conduct Receiving Water Monitoring per the approved Beach Cities CIMP. For Reporting Year 2023 - 2024, 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.

Upon approval of the revised CIMP by the Regional Board, Geosyntec will implement the revised CIMP.

Task 3 Deliverables

- Weekly SMBBB monitoring results, emailed to the Group

All other Task 3 reporting is handled under Task 6.

TASK 4: STORMWATER OUTFALL MONITORING

Geosyntec will continue to conduct Stormwater Outfall Monitoring per the approved 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 outfalls OF-BCEG-4a, OF-BCEG-5, and OF-BCEG-7.

Upon approval of the revised CIMP by the Regional Board, Geosyntec will implement the revised CIMP.

Task 4 Deliverables

No Task 4 deliverables, as reporting is handled under Task 6.

TASK 5: NON-STORMWATER OUTFALL MONITORING

Non-stormwater outfall monitoring will continue to be implemented per the Beach Cities CIMP Reporting Year 2023 - 2024. This sampling will include two sample events per year at the two outfalls currently monitored.

Task 5 Deliverables

- Annual updates of the MS4 Outfall GIS database.

All other Task 5 reporting is handled under Task 6.

TASK 6: 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 their 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; and
- Annual Monitoring Report, for submission with the WMG's Annual Report.

Task 6 Deliverables

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

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.
- Two (2) wet-weather aquatic toxicity samples are assumed per year at each selected near-shore receiving water monitoring location. No toxicity identification evaluations (TIEs) are assumed at this time, based on results to-date.
- 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.

Stormwater Outfall Monitoring

- Up to three (3) outfalls are assumed to be monitored during three (3) wet-weather events, per year.
- No wet-weather aquatic toxicity samples or TIE analyses are assumed at this time, based on results to-date.
- 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.
- No dry-weather aquatic toxicity samples are assumed at this time.
- Traffic control by California Barricade is assumed to not be required for non-stormwater outfall monitoring.

SCHEDULE

The proposed scope of work covers July 1, 2023 through June 30, 2024.

EXHIBIT B FEE SCHEDULE

TABLE 1: CIMP IMPLEMENTATION ANNUAL COST					
Task #	Description	FY20-21	FY21-22	FY22-23	FY23-24
1	Project Management	\$48,504	\$48,504	\$48,504	\$41,414
2	Revised CIMP	\$10,296	\$12,132	-	\$10,000
3	Receiving Water Monitoring	\$80,324	\$80,324	\$110,324	\$86,943
4	Stormwater Outfall Monitoring	\$67,692	\$67,692	\$73,692	\$108,114
5	Non-Stormwater Outfall Monitoring	\$36,420	\$36,420	\$66,940	\$50,956
6	Data Assessment and Reporting	\$69,378	\$69,378	\$91,462	\$116,950
Geosyntec Agreement Total		\$312,614	\$314,450	\$390,922	\$414,377