

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated December 15, 2020 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and Geosyntec Consultants, Inc., a Florida corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

A. City desires to utilize the services of Consultant as an independent contractor to provide project management and implementation of the Beach Cities Watershed Management Group Coordinated Integrated Monitoring Program (CIMP).

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

### 1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) attached as **Exhibit A**, for project management and implementation of the Coordinated Integrated Monitoring Program (CIMP). City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be Ken Susilo, Project Director (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

Approved for Use 2/15/20

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2023, unless sooner terminated as provided in Section 12 of this Agreement or extended.

**3. Compensation.**

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than One Million Seventeen Thousand, Nine Hundred and Eighty-six Dollars \$1,017,986 (the "Maximum Compensation") for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services or reimburse for any expenses, not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expenses authorized by the City Council, or (where authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

**4. Method of Payment.**

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

**5. Independent contractor.** Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

**6. Information and Documents.**

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests

provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

**7. Conflicts of Interest.** Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

**8. Indemnification, Hold Harmless, and Duty to Defend.**

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees,

subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or

the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## 9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers,

employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring

during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## **10. Mutual Cooperation.**

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

**11. Records and Inspections.** Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement

at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

**14. Default.**

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO CITY:

City of Manhattan Beach  
Public Works  
Attn: Shawn Igoe  
1400 Highland Avenue  
Manhattan Beach, California 90266

TO CONSULTANT:

Geosyntec Consultants Inc.  
Attn: Ken Susilo  
3415 Sepulveda Blvd. Ste 500  
Los Angeles, CA 90034

COPY TO CITY ATTORNEY:

City of Manhattan Beach  
Attn: City Attorney  
1400 Highland Avenue  
Manhattan Beach, CA 90266

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach,

any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**23. Exhibits.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into

this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** “Business days” means days Manhattan Beach City Hall is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

**30. Attorneys’ Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

*[SIGNATURE PAGE FOLLOWS]*

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,  
a California municipal corporation

Consultant:

Geosyntec Consultants Inc.,  
a Florida Corporation

DocuSigned by:  
*Bruce Moe* 3/18/2021  
By: \_\_\_\_\_  
Name: Bruce Moe  
Title: City Manager

DocuSigned by:  
*Ken Susilo* 3/10/2021  
By: \_\_\_\_\_  
Name: Ken Susilo  
Title: Project Director

ATTEST:

**PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED**

DocuSigned by:  
*Liza Tamura* 3/19/2021  
By: \_\_\_\_\_  
Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*Quinn Barrow* 3/16/2021  
By: \_\_\_\_\_  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:  
*Steve S. Charelian* 3/16/2021  
By: \_\_\_\_\_  
Name: Steve S. Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:  
*Carrie Tai* 3/16/2021  
By: \_\_\_\_\_  
Name: Carrie Tai  
Title: Acting Public Works Director

## EXHIBIT A SCOPE OF SERVICES



6167 Bristol Parkway Suite 390  
Culver City, CA 90230  
PH 310.957.6100  
www.geosyntec.com

Date: March 10, 2020  
To: Shawn Igoe, City of Manhattan Beach  
From: Geosyntec Consultants  
Subject: Beach Cities CIMP Implementation  
Proposed Scope and Budget for Extended Implementation  
2020-2025

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This proposal 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 the following Reporting Years:

- Year 5 (July 1 2020 – June 30 2021)
- Year 6 (July 1 2021 – June 30 2022)
- Year 7 (July 1 2022 – June 30 2023)
- Year 8 (July 1 2023 – June 30 2024)
- Year 9 (July 1 2024 – June 30 2025)

It is understood that Year 8 and Year 9 are optional at this time, to be conducted only following approval by the City of Manhattan Beach.

### 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. For cost saving

Proposal for CIMP Implementation - 2020-2025

engineers | scientists | innovators

Beach Cities CIMP Implementation  
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purposes, some meetings will be attended via telephone call, unless otherwise 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 one encroachment/access Permit 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.

Beach Cities CIMP Implementation  
March 10, 2020  
Page 3



## **TASK 2: REVISED CIMP PER NEW MS4 PERMIT**

With the anticipated release of a new MS4 Permit in Fall 2020, CIMP modifications will be necessary to incorporate changes set forth in the new Permit. It is assumed that CIMP revisions will begin in Year 1 (2020-2021), the revised CIMP will be finalized and submitted to the Regional Board in Year 2 (2021-2022), and the revised CIMP will begin to be implemented in Year 3 (2022-2023).

CIMP revisions may include the following:

- Removing/adding pollutants required to be monitored;
- Modifying analysis methods to meet new reporting limits (RLs);
- Updating sample figures;
- Altering monitoring frequencies; and
- Revising reporting requirements.

Costs for revising the CIMP are only present for Years 5 (2020-2021) and 6 (2021-2022), since it is assumed the CIMP will be finalized prior to the end of Year 6. As a result of the CIMP revisions, the implementation approach for Tasks 3 - 6 (herein) will be altered starting in Year 7 and continuing through Year 9. Details of these changes are set forth in the task descriptions below.

### **Task 2 Deliverables**

- Draft and Draft Final CIMP, revised based on Beach Cities WMG comments.
- One 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 Year 5 (2020-2021) and Year 6 (2021-2022), 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

Beach Cities CIMP Implementation  
March 10, 2020  
Page 4



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.

Beginning in Year 7 (2022-2023), the following changes are anticipated to impact receiving water monitoring:

- Reporting Levels (RLs) for all sampled parameters will be significantly reduced, resulting in an increased laboratory fee;
- The “core monitoring constituents” required to be sampled will be required for the first three events of the year, rather than just the first. This will result in a significantly higher laboratory fee; and
- Toxicity sampling will require the use of three different test species for the first year. Following this, the most sensitive species can be used. This too will result in a higher laboratory fee.

Although there is the possibility that the number of SMBBB monitoring locations is reduced based on the proposed changes to the SMBBB TMDL, this change has not been accounted for at this time.

### **Task 3 Deliverables**

No Task 3 deliverables, as 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. As with receiving water monitoring, Year 5 (2020-2021) and Year 6 (2021-2022) will be sampled in accordance with the currently established means and methods in the CIMP. This will include:

- Sampling at outfalls OF-BCEG-1, OF-BCEG-2, OF-BCEG-6, and OF-BCEG-7 in Year 5; and
- Sampling at outfalls OF-BCEG-4a, OF-BCEG-5, and OF-BCEG-7 in Year 6.

Beginning in Year 7 (2022-2023), the following changes are anticipated to impact outfall monitoring:

Beach Cities CIMP Implementation

March 10, 2020

Page 5



- Reporting Levels (RLs) for all sampled parameters will be significantly reduced, resulting in an increased laboratory fee; and
- The increase to required receiving water sampling constituents will likely result in a larger number of required outfall sampling constituents. This will result in a significantly higher laboratory fee;

#### **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 during Year 5 and Year 6. This sampling will include two sample events per year at the two outfalls currently monitored.

Beginning in Year 7, the following changes are anticipated to be made to the Non-Stormwater Outfall Monitoring Program:

- A re-screening of all Beach City-Owned outfalls will be conducted by the Geosyntec Team, in order to evaluate where significant non-stormwater discharges are occurring. This screening is assumed to be necessary in the Dominguez Channel Watershed only, since all known major outfalls in the SMB Watershed are diverted or otherwise do not discharge.
- Sampling will increase to four times per year, in accordance with the new Permit.
- As with stormwater outfall sampling, laboratory analyses coupled with the number of constituents required to be sampled are expected to increase.

#### **Task 5 Deliverables**

- A technical memorandum summarizing screening results.
- Post-event sampling memoranda (two per year) summarizing the results of the non-stormwater monitoring.
- Annual updates of the MS4 Outfall GIS database.

#### **TASK 6: DATA ASSESSMENT AND REPORTING**

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

Beach Cities CIMP Implementation  
March 10, 2020  
Page 6



- SMBBB TMDL Shoreline Monitoring reporting, including weekly, monthly, and annual submittals;
- 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; and
- Annual Integrated Monitoring Compliance Report, for inclusion in the WMG's Annual Report. (Beginning in Year 7, it is assumed that this report will be required twice per year.)

#### **Task 6 Deliverables**

- 52 weekly SMBBB TMDL shoreline monitoring data submittals, per year.
- 12 monthly SMBBB TMDL shoreline monitoring data submittals, per year.
- Two Semi-Annual Data Reports, per year.
- Integrated Monitoring Compliance Reports, as required, each 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.

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 March 10, 2020  
 Page 7



- 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 four (4) 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 two locations (OF-BCEG-5, and OF-BCEG-6). 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 assumed to be waived.

#### *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 five full monitoring years, from July 1, 2020 through June 30, 2025. It is understood that the last two years of this proposal are optional extensions.

### **BUDGET**

Geosyntec's cost estimate for the above-described CIMP Implementation is provided in the following table. A detailed cost breakdown is available upon request.

Proposal for CIMP Implementation - 2020-2025

**EXHIBIT B  
APPROVED FEE SCHEDULE**

<b>TABLE 1: CIMP IMPLEMENTATION ANNUAL COST</b>					3-Year Contract Total
<b>Task #</b>	<b>Description</b>	<b>FY2021</b>	<b>FY2022</b>	<b>FY2023</b>	
1	Project Management	\$48,504	\$48,504	\$48,504	\$145,512
2	Revised CIMP	\$10,296	\$12,132	-	\$22,428
3	Receiving Water Monitoring	\$80,324	\$80,324	\$110,324	\$270,972
4	Stormwater Outfall Monitoring	\$67,692	\$67,692	\$73,692	\$209,076
5	Non-Stormwater Outfall Monitoring	\$36,420	\$36,420	\$66,940	\$139,780
6	Data Assessment and Reporting	\$69,378	\$69,378	\$91,462	\$230,218
	<b>Geosyntec Agreement Total</b>	<b>\$312,614</b>	<b>\$314,450</b>	<b>\$390,922</b>	<b>\$1,017,986</b>



# CONTRACT APPROVAL ROUTING SLIP

Department: Public Works City Staff: V.Choi/ N.Petroff

### Vendor/Company Information:

Contract with: Geosyntec Consultants, Inc.

Name of Signer: Ken Susilo Email: ksusilo@geosyntec.com

Name of Signer: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Signer: \_\_\_\_\_ Email: \_\_\_\_\_

### Contract Details:

Dollar Amount: \$414,377 With Authorized Contingency of \$52,015 for Additional Services

Contract Budgeted:  Yes  No Line Item Account No.: Trust Account 502-21502

City Council Agenda Date: 5.16.23 Staff Report No.: 23-0162

Contract Start Date: 07.01.2023 Contract End Date: 06.30.2024

Have Services Started:  Yes  No If Yes, Date When Services Began: 12.15.2020

Contract Type:  Original  Amendment  Renewal  Change Order  
 Grant  Other \_\_\_\_\_

Bidding Process:  RFI  RFP  Bids (Public)  Renewal (Amendments Only)

Contract Description/Notes: to provide project management and implementation of the Beach Cities Watershed Management Group Coordinated Integrated Monitoring Program (CIMP) services.

### Required Documents (Documents need to be submitted with the signed agreement when required):

W9 Required  File (Munis) Vendor No. 10404  Included

Insurance Required  Yes  No

Bonds Required  Yes  No

Verification of Corporate Entity  Yes  No Verification of Authority to Sign  Yes

Business License Required  Yes  No Business License No.: BL-21671

Notary for Management Services Signature Authority:

Yes  No  City Manager  City Attorney  City Council


Insurance Waiver/Modification Request:  Yes  No


Sole Source Agreement (Must Provide Attachment)

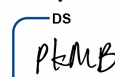
Sole source agreements must include a written justification. Reasons to sole source include there is only one existing source for the service/supply, the unique nature of the service/supply, the relationship of the parties, and the exigency for providing the service/supply.

### Legal, Risk and Purchasing Review

  
City Clerk's Office  
4/24/2023

  
Risk Manager  
4/25/2023

  
Purchasing  
4/26/2023

  
City Council  
5/17/2023

  
Department Manager  
4/20/2023

  
Department Head  
4/21/2023

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

DocuSigned by:  
By: Bruce Moe 5/22/2023  
D1A13C66884A441...  
Name: Bruce Moe  
Title: City Manager

DocuSigned by:  
By: [Signature] 4/27/2023  
A076CD0546B4435...  
Name: Ken Susilo  
Title: Project Director

ATTEST:

DocuSigned by:  
By: Liza Tamura 5/22/2023  
975D2FFB9D8446B...  
Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
By: Quinn M. Barrow, City Attorney 5/22/2023  
C24C6E263545445...  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:  
By: Steve S. Charelian, Finance Director 4/28/2023  
3801E6D7B4124E9...  
Name: Steve S. Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:  
By: Erick Lee 4/27/2023  
8FBAAFB234CA402...  
Name: Erick Lee  
Title: Public Works Director

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

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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 Index<sup>1</sup>). 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%<sup>2</sup> increase per the CPI allowance, the total budget is set at \$414,377.

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<sup>1</sup> [https://www.bls.gov/regions/west/news-release/consumerpriceindex\\_losangeles.htm](https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm)

<sup>2</sup> 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
	<b>Geosyntec Agreement Total</b>	<b>\$312,614</b>	<b>\$314,450</b>	<b>\$390,922</b>	<b>\$414,377</b>



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2023  
forms a part of Policy No. 448-96-73  
issued to GEOSYNTEC CONSULTANTS, INC.  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



\_\_\_\_\_  
**Authorized Representative**

POLICY NUMBER: 448-96-73

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** GEOSYNTEC CONSULTANTS, INC.

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**  
**AS REQUIRED PER WRITTEN CONTRACT**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.**

of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023  
forms a part of Policy No. 526-81-79  
issued to GEOSYNTEC CONSULTANTS, INC  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

### LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

POLICY NUMBER: 526-81-79

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 526-81-79

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 526-81-79

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 526-81-79

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

<b>Name Of Person(s) Or Organization(s):</b>
<b>PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC 015-89-3709

Issued to GEOSYNTEC CONSULTANTS, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE NAMED INSURED  
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

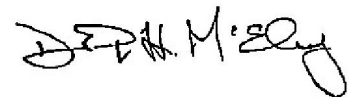
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



**AUTHORIZED REPRESENTATIVE**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC 015893710

Issued to GEOSYNTEC CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Countersigned by \_\_\_\_\_



AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANHATTAN BEACH AND GEOSYNTEC  
CONSULTANTS, INC.

This Second Amendment (“Amendment No. 2”) 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). (“Agreement”).

B. On May 16, 2023, the Parties 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. The Parties now desire to amend the Agreement to 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, 2025, 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 \$426,065, for a new Maximum Compensation of \$ 1,858,428 plus a contingency of \$42,606.50 for unanticipated additional services and monitoring outside the scope set forth in Exhibit A-1, based on Schedule of Rates set forth in Exhibit B-1.

Section 3. Exhibits A and B of the Agreement are hereby revised by Exhibit A-1 and Exhibit B-1 attached to this Amendment No. 2.

Section 4. Except as specifically amended by this Amendment No. 2, 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. 2 on the day and year first shown above.

City:

Consultant:

City of Manhattan Beach,  
a California municipal corporation

Geosyntec Consultants, Inc.,  
a Florida Corporation

DocuSigned by:  
By: Bruce Moe, City Manager 5/23/2024  
Name: Bruce Moe  
Title: City Manager

DocuSigned by:  
By: Ken Susilo 4/8/2024  
Name: Ken Susilo  
Title: Project Director

ATTEST:

DocuSigned by:  
By: Liza Tamura, City Clerk 5/24/2024  
Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
By: Quinn M. Barrow, City Attorney 4/10/2024  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:  
By: Steve S. Charelian, Finance Director 4/8/2024  
Name: Steve S. Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:  
By: Erick Lee 4/8/2024  
Name: Erick Lee  
Title: Public Works Director

## **EXHIBIT A-1 SCOPE OF SERVICES**

The focus of this letter proposal is to present a scope of work and budget for Geosyntec to conduct CIMP Implementation for Reporting Year 2024-2025 (July 1, 2024 – June 30, 2025). 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 was originally scheduled to expire on June 30, 2023, the MOU allows for two, one-year contract extensions, as long as the cost for each additional year does not exceed Fiscal Year 2022-2023 costs (with adjustments allowed per the Consumer Price Index (CPI)<sup>1</sup>). 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. The contract was extended a first time for the Fiscal Year 2023-2024 term, with a CPI adjustment of 3.8% and contract total of \$405,777. For Fiscal Year 2024-2025, with a maximum 5% increase per the CPI allowance,<sup>2</sup> the total budget is set at \$426,065. As the required April to April CPI is unavailable as of the time of this proposal, a 5% maximum CPI is assumed. If the April 2023 – April 2024 CPI is lower, Geosyntec will accept the lower CPI and will lower their cost accordingly

### **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. As of the drafting of this proposal, comments from the Regional Board have not yet been received. Therefore, this scope item is included to

provide 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 2024 - 2025, 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-1, OF-BCEG-2, OF-BCEG-6, 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 2024 - 2025. 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-6). 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, 2024, through June 30, 2025.

**EXHIBIT B-1  
FEE SCHEDULE**

Geosyntec's cost estimate for the above-described CIMP Implementation is provided in the following table. A detailed cost breakdown is available upon request.

<b>TASK</b>	<b>YEAR 9 (2024-2025)</b>
Task 1 – Project Management	\$ 42,500
Task 2 – Revised CIMP	\$ 12,500
Task 3 – Receiving Water Monitoring	\$108,000
Task 4 – Stormwater Outfall Monitoring	\$112,000
Task 5 – Non-Stormwater Outfall Monitoring	\$ 36,000
Task 6 – Data Assessment and Reporting	\$115,065
<b>TOTAL</b>	<b>\$426,065</b>



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2023  
forms a part of Policy No. 448-96-73  
issued to GEOSYNTEC CONSULTANTS, INC.  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.


Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



\_\_\_\_\_  
**Authorized Representative**

POLICY NUMBER: 448-96-73

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** GEOSYNTEC CONSULTANTS, INC.

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**  
**AS REQUIRED PER WRITTEN CONTRACT**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.**

of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2023  
forms a part of Policy No. 526-81-79  
issued to GEOSYNTEC CONSULTANTS, INC  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

POLICY NUMBER: 526-81-79

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 526-81-79

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 526-81-79

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 526-81-79

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

<b>Name Of Person(s) Or Organization(s):</b>
<b>PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC 015-89-3709

Issued to GEOSYNTEC CONSULTANTS, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE NAMED INSURED  
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

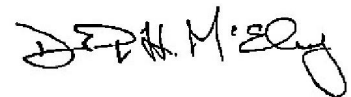
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



**AUTHORIZED REPRESENTATIVE**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC 015893710

Issued to GEOSYNTEC CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Countersigned by \_\_\_\_\_



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:

Consultant:

City of Manhattan Beach,  
a California municipal corporation

Geosyntec Consultants, Inc.,  
a Florida corporation

Signed by:  
By: Talyn Mirzakhanian  
Name: Talyn Mirzakhanian  
Title: City Manager  
Date: 6/4/2025

DocuSigned by:  
By: Ken Susilo  
Name: Ken Susilo  
Title: Project Director  
Date: 5/19/2025

ATTEST:

DocuSigned by:  
By: Liza Tamura, City Clerk  
Name: Liza Tamura  
Title: City Clerk  
Date: 6/4/2025

APPROVED AS TO FORM:

DocuSigned by:  
By: Quinn M. Barrow, City Attorney  
Name: Quinn M. Barrow  
Title: City Attorney  
Date: 6/2/2025

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:  
By: Libby Bretthauer  
Name: Libby Bretthauer  
Title: Acting Finance Director  
Date: 5/23/2025

APPROVED AS TO CONTENT:

DocuSigned by:  
By: Erick Lee  
Name: Erick Lee  
Title: Public Works Director  
Date: 5/19/2025

## **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:

<b>TASK</b>	<b>YEAR 10 (2025-2026)</b>
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
<b>TOTAL</b>	<b>\$469,900</b>

\*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.



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

DATE (MM/DD/YYYY)

4/16/2025

**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).**

<b>PRODUCER</b> Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center; border: none;"><b>NAIC #</b></td> </tr> <tr> <td style="border: none;">INSURER A : National Union Fire Ins Co Pitts. PA</td> <td style="border: none;">19445</td> </tr> <tr> <td style="border: none;">INSURER B : Allied World Assurance Company (U.S.) Inc.</td> <td style="border: none;">19489</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A : National Union Fire Ins Co Pitts. PA	19445	INSURER B : Allied World Assurance Company (U.S.) Inc.	19489	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
INSURER A : National Union Fire Ins Co Pitts. PA	19445														
INSURER B : Allied World Assurance Company (U.S.) Inc.	19489														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> 1558958 GEOSYNTEC CONSULTANTS, INC. DBA ATM 777 YAMATO ROAD, STE. 600 BOCA RATON, FL 33431 CHRISTOPHER WESSEL															

**COVERAGES** **CERTIFICATE NUMBER: 21433981** **REVISION NUMBER: XXXXXXXX**

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL5268179	4/1/2025	4/1/2026	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"/> <b>AUTOMOBILE LIABILITY</b> <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	Y	Y	CA4489673 CA4489674	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	031373714	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC 072-11-3263	4/1/2025	4/1/2026	<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
B	<b>PROFESSIONAL LIAB. CONTRACTORS POLLUTION LIAB</b>	N	N	0312-2723	4/1/2025	4/1/2026	\$5,000,000 EACH ACT; \$5,000,000 AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 RE: PROFESSIONAL SERVICES AGREEMENT 3/2/2016 NPDES PERMIT. CITY OF MANHATTAN BEACH AND ITS OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND 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.

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachments

<b>21433981</b> CITY OF MANHATTAN BEACH ATTN: RISK MANAGER 1400 HIGHLAND AVENUE MANHATTAN BEACH CA 90266	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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<div><b>From: customerservice@certsonline.com<br><b>From: <br><b>From:  
customerservice@certsonline.com<br>Subject: Upload Via Web <br>04-29-  
2025Attachment(s):25\_26\_rev\_COI\_for\_CITY\_OF\_MANHATTAN\_BEACH\_21433981.pdf<br>  
<br><br></b></div><hr><style type='text/css'>

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h1 { margin-left: -1%;margin-right:-1%;}  
h2,h3,h4,h5,h6 { margin-left: -1%;margin-right:-1%; }  
table {width:500;}
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</style>Client Name: City of Manhattan Beach;Vendor Number:  
IS00000198;Vendor Name: Geosyntec Consultants, Inc.;Document Uploaded By:  
Liana Urrutia Engineering Secretary;Date Uploaded: 4/29/2025 3:57:57 PM  
;Comment: Revised COI

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE  
CONDITION**

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance: and

Policy Number: 526-81-79

COMMERCIAL GENERAL LIABILITY

CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
<b>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO</b>	<b>PER THE CONTRACT OR AGREEMENT</b>
Information required to complete this schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "Property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury Or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location and Description of Completed Operations
<p><b>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</b></p>	<p><b>PER THE CONTRACT OR AGREEMENT</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."  
 However:  
 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and  
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**  
 If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:  
 1. Required by the contract or agreement; or  
 2. Available under the applicable limits of insurance; whichever is less.  
 This endorsement shall not increase the Applicable limits of insurance.

NOC ENDORSEMENT

Forms a part of Policy No. 526-81-79  
Issued to GEOSYNTEC CONSULTANTS, INC.  
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE  
FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the insurer cancels this policy for any reason other than non-payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. The Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer.

The **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

Name of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of**

**Rights Of Recovery Against Others To Us** of

**Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT

Forms a part of Policy No. 448-96-73

Issued to GEOSYNTEC CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. The cancellation effective date is prior to the policy's expiration date;
2. The first Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. The Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer.

The insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

POLICY NUMBER: 448-96-73  
AUTO

COMMERCIAL

CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: GEOSYNTEC CONSULTANTS, INC.**

**Endorsement Effective Date: 04/01/2025**

**SCHEDULE**

Name of Person(s) of Organization(s):

**ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AND ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1.

Of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

## **BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy)

forms a part of Policy No. WC 072-11-3263

Issued to GEOSYNTEC CONSULTANTS, INC.

BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.