

AMENDMENT NO. 1 TO THE DESIGN 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 made effective as of the date of the last authorized representative signature below (“Effective Date”).

RECITALS

A. On May 23, 2024, the City and Consultant entered into an agreement for design services for the Consultant to provide feasibility study and design services for the Manhattan Beach Dominguez Channel Stormwater Infiltration Project (“Original Agreement”).

B. The Parties now desire to amend the Agreement to increase the Maximum Compensation and modify the Scope of Services and Approved 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 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by \$87,000.00 for a new Maximum Compensation of \$386,869.

Section 2. Exhibit A, “Scope of Services” of the Agreement, is hereby supplemented by the Scope of Services attached to this Amendment.

Section 3. Exhibit B, “Approved Fee Schedule” of the Agreement, is hereby supplemented by the Approved Fee Schedule attached to this Amendment.”

Section 4. Except as specifically amended by this Amendment No. 1, 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. 1 on the day and year first shown above.

City:

City of Manhattan Beach,  
a California municipal corporation

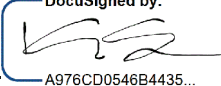
Consultant:

Geosyntec Consultants, Inc.,  
a Florida corporation

By: \_\_\_\_\_

Name: Talyn Mirzakhian  
Title: City Manager  
Date:

By: \_\_\_\_\_

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Name: Ken Susilo  
Title: Vice President  
Date: 1/3/2025

ATTEST:

By: \_\_\_\_\_

Name: Liza Tamura  
Title: City Clerk  
Date:

APPROVED AS TO FORM:

By: \_\_\_\_\_

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

APPROVED AS TO FISCAL IMPACT:

By: \_\_\_\_\_

Name: Onyx Jones  
Title: Interim Finance Director  
Date:

APPROVED AS TO CONTENT:

By: \_\_\_\_\_

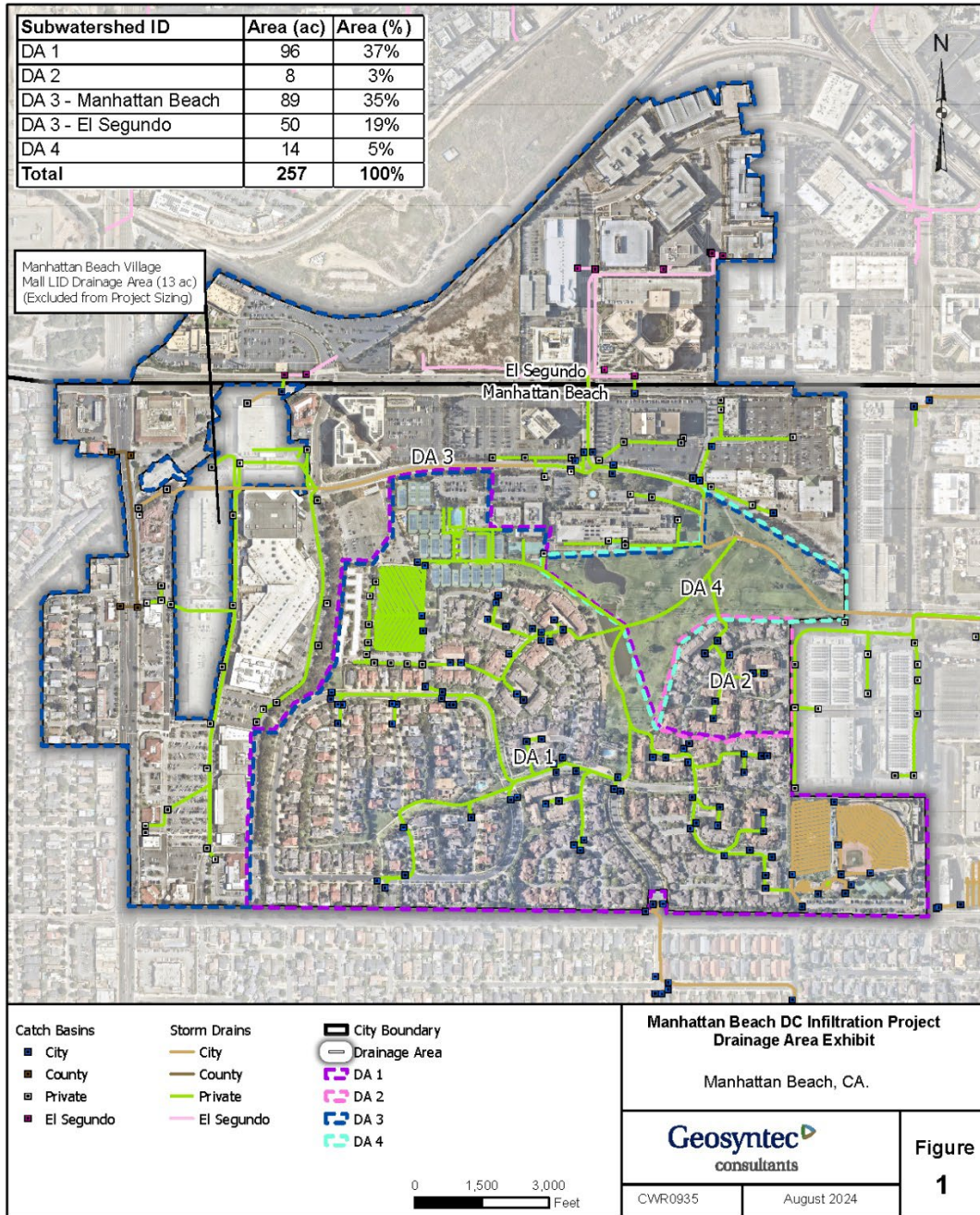
Name: Erick Lee  
Title: Public Works Director  
Date:

## **AMENDMENT NO. 1 - EXHIBIT A-2 SCOPE OF SERVICES**

As part of the feasibility study for the Manhattan Beach Dominguez Channel Stormwater Infiltration Project (Project), Geosyntec Consultants, Inc. (Geosyntec) provided elevated contamination levels in soil and groundwater samples collected along Parkview Avenue. The City wants to proceed with an alternative non-infiltration project to meet the City's Waste Management Plan (WMP) compliance needs in the Dominguez Channel Watershed. As the second design criterion of the project, the City wants to incorporate flood mitigation at the Westdrift Golf Course.

At the City's request, the work described in this proposal includes cost recovery for the traffic control and groundwater monitoring work completed in August 2024 and the additional effort to develop the following project components that were not part of the original Project scope of work:

1. Retrofit the existing pond of the Westdrift Golf Course to mitigate stormwater runoff from the Manhattan Beach Village subwatershed (Drainage Area DA 1 and 2 in Figure 1)
2. Develop a storage-and-diversion concept to mitigate stormwater runoff from the Parkview Avenue subwatershed (Drainage Area DA 3 in Figure 1)
3. Determine minimum pump station capacity and force main conveyance capacity to reduce flooding time at the Westdrift Golf Course.
4. Incorporate multi-benefit surface greening design elements to provide additional neighborhood greening educational opportunities, increasing the Project's Safe Clean Water Infrastructure Program (SCWIP) scores and improving its competitiveness for SCWIP funding consideration.



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## SCOPE OF WORK<sup>1</sup>

### Task 1.3 - Background Research, Surveying, and Field Verification Scope Update

Geosyntec will conduct, sign, and stamp a topographic survey at 1" = 20' scale for the revised project locations (Westdrift Golf Course). Up to three additional days of field survey are assumed to cover the Project area not included in the original Project scope of work (eight days in total). A tree survey is not included in the

<sup>1</sup> Task numbers are selected to be compatible with the original Project Scope of Work.

scope. It is assumed that title reports will be provided by the City or obtained by Geosyntec at an additional cost.

#### **Task 1.4 – Geotechnical Study Scope Update**

While traffic control was not included in the original Project scope of work, Geosyntec was authorized to perform traffic control as part of the geotechnical field investigation in August 2024. At the City’s request, the cost associated with the traffic control (\$8,843) is included herein for reimbursement.

Geosyntec will utilize already-collected geotechnical data and the geotechnical report prepared by Geo-Advantec Inc. for the pump station upgrade project to proceed with the Project design. There is no anticipation for collecting additional geotechnical testing during Phase 1 of the Project.

#### **Task 1.5 - Hydrology and Hydraulic Study Scope Update**

Geosyntec will revise the Hydrology and Hydraulic Study (H&H) model to support the design and siting of Project components 1 – 3. Specific subtasks include:

- Revise the Watershed Management Modeling System (WMMS) 2.0 model to include simulation of 10-year and 100-year flooding events defined per the latest Los Angeles County Public Works Hydrology Manual
- Perform additional Stormwater Management Modeling System (SWMM) simulations to assess the volumetric and pollutant load reduction (water quality design criteria), peak flow reduction, and flooding drawdown time (flood mitigation design criteria)

Findings from the additional model runs will be included in the H&H study technical memorandum submittal.

#### **Task 1.10 – Multi-Benefit Surface Greening Element Concept**

Geosyntec will identify one (1) site within the Project drainage area to implement a multi-benefit surface greening element. The site will be limited to one City-owned parcel or up to 1-mile public right-of-way. Up to two (2) days of additional surveying work is assumed to support this additional Project element. Geosyntec will develop a schematic landscape layout and opinion of the probable construction cost for the site. The multi-benefit surface greening element is assumed to provide negligible water quality and water supply benefits; therefore, no H&H modeling will be performed.

**AMENDMENT NO. 2 - EXHIBIT B-2  
APPROVED FEE SCHEDULE**

Lump Sum Cost Breakdown of Tasks Table

Task	Subtotal
Task 1.3 – Background Research, Surveying, and Field Verification Scope Update	\$19,700
Task 1.4 - Geotechnical Study Scope Update	\$8,800
Task 1.5 - H&H Study Scope Update	\$23,600
Task 1.10 - Landscape Conceptual Design	\$34,900
<b>Total</b>	<b>\$87,000</b>

Detailed Cost Breakdown Table

Task #	Staff Title	Senior Principal	Senior Professional	Project Professional	Professional	Senior Staff Professional	Geosyntec Labor	Subs and ODC	Markup	Total
	<b>Task Description</b>	\$315	\$270	\$240	\$215	\$190			5%	
<b>1.3</b>	<b>Background Research, Surveying, and Field Verification Scope Update</b>	-	-	-	-	-	\$ -	\$ 18,800	\$ 900	\$ 19,700
	Surveying for the Golf Course						-	\$ 18,800	\$ 900	\$ 19,700
<b>1.4</b>	<b>Geotechnical Study Scope Update</b>	-	-	33	-	-	\$ 7,900	\$ 900	\$ -	\$ 8,800
	Traffic Control			33			7,900	\$ 900	\$ -	\$ 8,800
<b>1.5</b>	<b>H&amp;H Modeling Scope Update</b>	6	16	-	24	64	\$ 23,600	\$ -	\$ -	\$ 23,600
	LSPC Event-based simulation setup		4		4	16	5,000	\$ -	\$ -	\$ 5,000
	SWMM model revision	2	4		12	24	8,900	\$ -	\$ -	\$ 8,900
	Memo writeup	4	8		8	24	9,700	\$ -	\$ -	\$ 9,700
<b>1.10</b>	<b>Landscape Conceptual Design</b>	-	-	-	-	-	\$ -	\$ 33,200	\$ 1,700	\$ 34,900
	Landscape Conceptual Design						-	\$ 19,900	\$ 1,000	\$ 20,900
	Surveying for the Landscape Site						-	\$ 13,300	\$ 700	\$ 14,000
	<b>Subtotal</b>	6	16	33	24	64	\$ 31,500	\$ 52,900	\$ 2,600	\$ 87,000

**EXHIBIT C**  
**TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW**  
**REQUIREMENTS**

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep

accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such



provisions before commencing the performance of the work of this contract.”

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor’s compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.