DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

# DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is between the City of Manhattan Beach, a California municipal corporation ("City") and Geosyntec Consultants, Inc., a Florida corporation ("Consultant"). The date this Agreement is executed by the City Manager shall be the date this Agreement is effective ("Effective Date"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

## RECITALS

A. City issued Request for Proposals No. E1292-24S on February 29, 2024, titled "Feasibility Study and Design Services for Manhattan Beach Dominguez Channel Stormwater Infiltration Project". Consultant submitted a proposal dated April 1, 2024 in response to the RFP.

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 as an independent contractor 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") for the Manhattan Beach Dominguez Channel Stormwater Infiltration Project, attached as **Exhibit A**. 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 Christopher Wessel, P.E., 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

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

professionals under similar circumstances and in a manner reasonably satisfactory to City.

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.

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through December 31, 2027, unless sooner terminated as provided in Section 12 of this Agreement or extended. The City Manager or his/her designee may extend the term of the Agreement in writing for up to two additional one-year terms or such other term not to exceed two years from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated or awarded to a new consultant, whichever is less.

**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 $299,869 (the "Maximum Compensation") for such Services.

B. Expenses. City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses 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 expense 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. Invoices must be submitted to Eduardo Pech, Senior Civil Engineer, at epech@manhattanbeach.gov. 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, surveys, studies, drawings, plans, maps, models, photographs, discussion, or other information (collectively "Data and Documents") 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

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

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 and Documents 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 Data and Documents, including computer files containing data generated for the Services, 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. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless 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

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, 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 design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, 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 "Claims"), 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 Claims 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 Claim 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 the 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 B.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

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.

C. 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.

D. 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 hold harmless and indemnification provisions 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.

E. 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

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

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.

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

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

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

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

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

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 Department
Attn: Eduardo Pech, P.E.
1400 Highland Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

Geosyntec Consultants, Inc.
Attn: Christopher Wessel, P.E.
5901 West Century Blvd., Ste.1450
Los Angeles, California 90045

COPY TO CITY ATTORNEY:

City of Manhattan Beach
Attn: City Attorney
1400 Highland Avenue
Manhattan Beach, California 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.

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

**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**, **B**, and **C** 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.

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

**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*]

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

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

By: _____
Name: Bruce Moe
Title: City Manager

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

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

Consultant:

Geosyntec Consultants, Inc.,
a Florida Corporation

By: DocuSigned by: A976CD0546B4433... 5/7/2024
Name: Ken Susilo
Title: Vice President

# EXHIBIT A
# SCOPE OF SERVICES

The Project will produce a study to determine the feasibility of capturing and infiltrating stormwater flows from a 255-acre mixed-use area within the DC-N-MB to achieve the WBPC required 24-hour management volume. In addition, the feasibility study will be prepared in accordance with the Safe, Clean Water Program (Measure W) Feasibility Study Guidelines Updated 09/19/2019 (Appendix G) and provide project support for the "Call for Projects."

Based on the findings of the Study, performance, and contract amendment approval, the selected Consultant may be utilized for design development, construction documents, environmental documentation, and design services during construction, however this will depend on performance and additional contract approval and this is not guaranteed.

## Feasibility Study Tasks

Geosyntec will prepare a Feasibility Study for the Project to be submitted for Safe Clean Water Infrastructure Program (SCWIP) funding consideration. The Feasibility Study will include necessary components to meet the criteria outlined by the SCWIP, with input from the City, the City's MS4 Consultant, and other stakeholders identified through this Project phase.

### A) Project Management

Geosyntec will provide the following project management and coordination:

1) Coordinate and conduct one (1) one-hour virtual kickoff meeting.

2) Attend ten (10) one-hour virtual check-in meetings. Prepare meeting agenda and meeting notes.

3) Attend the 2-hour SCWIP Information Session, possibly virtual.

4) Internal project management of schedule and budget, and the development, review, and submission of invoices.

5) Sub-consultant coordination and contract management.

6) Assist City staff with preparing staff report(s) for relevant agencies

Most meetings will be virtual; Geosyntec will meet in-person if desired at no additional cost.

**B) Stakeholder/Agency Meeting**

1) Identify community stakeholders and agencies with assistance from City Staff. Project approval letters will be requested from agencies, as required for the SCWIP Application. Anticipated agencies to be consulted may include:
    - West Basin Municipal Water District
    - Water Replenishment District
    - Los Angeles County West Vector Control District
    - Westdrift Golf Course
    - Heal the Bay
    - Surfrider Foundation

2) Initiate discussions with relevant permitting agencies, project stakeholders and local communities. Develop a Community Outreach and Engagement Plan (COEP).

3) Hold four (4) 1-hour virtual briefings with key stakeholders and community-based organizations. Document meeting for project records. Discuss feedback with City staff.

**C) Background Research, Surveying, and Field Verification**

1) Geosyntec will research and review available record drawings, previous reports and studies, and other information available from the City immediately following the project kick-off. Coordinate and attend one (1) site visit with City representatives and two (2) additional field reconnaissance.

2) Conduct two (2) attempts to collect and review available record drawings of underground utilities in the Project area. No utilities will be mapped under this task except for data provided in readily usable format. Note surface locations of existing utilities and open existing utility vaults/maintenance holes/valves to determine existing utilities' invert depths, where possible. Compare all field investigation findings with existing record drawings to identify possible conflicts.

3) Review the following documents and utilize the standards as applicable for this project:
    - City of Manhattan Beach Standard Plans
    - City of Manhattan Beach Storm Drain Master Plan 2021
    - County of Los Angeles Hydrology Manual 2006
    - Standard Specifications for Public Works Construction, "Green Book"
    - Additions and Amendments to the Standard Specifications for Public Works Construction, the "Graybook".

4) Conduct, sign and stamp topographic survey at 1”=20’ scale. Up to five (5) days of field survey is assumed to cover the Project area containing specific Project elements. Tree survey is not included in the scope.

5) Geosyntec will obtain title reports for an additional cost.

6) Geosyntec must keep a log of all documents obtained for the project.

**D) Geotechnical Study**

1) To support the design of the proposed Project, the geotechnical study scope is planned to include the following subtasks:
    - Perform a desktop hydrogeology screening to help in the selection of exploration locations and infiltration test depth range.
    - Perform one site reconnaissance to gain an understanding of the site conditions, evaluate drill rig access, and select and mark out locations of the proposed explorations.
    - Obtaining Los Angeles County Well Permit and City Excavation Permit. It is assumed that no other permits are required for the geotechnical field investigation work.
    - Perform geophysical survey to identify underground utilities.
    - Perform up to two (2) full-scale infiltration tests within an existing 60-ft deep drywell located within a private parking lot adjacent to Park Place in between its intersection with Continental Way and its intersection with S Douglas Street, approximately 0.4 miles north of the dead end of Parkview Avenue (up to 2 days). Geosyntec will coordinate, work, and obtain permits with the City of El Segundo.
    - Perform up to two (2) days of Cone Penetration Testing (CPT) investigation at up to 4 locations along Parkview Avenue. The CPTs and boring will be terminated at a shallower depth if refusal is encountered. The upper 5 ft at each exploration location will be hand-augered.
    - Perform one hollow-stem auger (HSA) soil boring to a depth of 80 ft bgs (up to 1 day). At the HSA boring, the soil from the upper 5 ft will be collected as a bulk sample after which the soils will generally be sampled using either 3-inch outside diameter Modified California sampler or 2-inch diameter split spoon SPT sampler at 5-foot intervals. The soil samples encountered will be logged under the direction of a registered engineer or geologist. If encountered, groundwater levels will also be recorded.

2) Selected soil samples will be tested to identify the soils and evaluate engineering soil properties pertinent to the proposed improvements. The laboratory tests are expected to include:
    - Moisture Content and Density (ASTM D2937/D2216)

- Grain Size Distribution (ASTM D6913)
- Atterberg Limits (ASTM 4318);
- Direct Shear (ASTM D3080)
- Corrosion suite
- Analytical tests
- Contaminant test for TPH, VOC, SVOC, organic lead and California Title 22 metals.

3) Prepare a draft and final geotechnical engineering report to summarize findings related to site and geology conditions, soil corrosivity, construction consideration, and design infiltration flow rates, and contamination assessment. Draft geotechnical engineering report will be submitted for one round of comment.

**Assumptions:**

- Access to exploration locations within the City will be provided to Geosyntec and their subcontractors at no cost with no delays or standby time during the hours of 8:30AM and 3:30PM. Subcontractor standby time due to access limitations is not included.
- Geosyntec and/or its subcontractors are not responsible for any damage to existing utilities that are not identified or incorrectly marked by USA DigAlert representatives.
- The proposed work excludes any abatement and/or removal of impacted or hazardous materials.
- Soil cuttings are assumed to be non-hazardous and non-impacted. If hazardous soils are encountered, Geosyntec can assist with their disposal at an additional cost.
- The subsurface conditions will allow advancing of the proposed explorations using the proposed equipment and within the budgeted time frame described in this proposal. If encountered surface or subsurface conditions present additional difficulties that limit or significantly slow the production rates beyond what is budgeted for in this proposal, Geosyntec will inform the client, and the scope and pricing may be affected.
- Traffic control for the proposed exploration on Park Place can be provided by Geosyntec at an additional cost.
- Geosyntec is not responsible for the structural and/or functional performance of the backfilled boring locations, if City standards are followed.
- Mobilizations sites are limited; however, the City can assist with finding a safe location not accessible to the public to park the drilling equipment overnight.
- Once the target depth is reached, the boring and CPTs will be backfilled with cement-bentonite grout. The excess soil cuttings (investigation

derived waste) will be drummed and left on site at a location identified by the City. Geosyntec will collect samples from the drums for waste profiling (analytical testing) and arrange for disposal of drums upon receiving the results of analytical tests.

**E) Hydrology and Hydraulics Study**

1) Geosyntec will submit a Draft Storm Water Hydrology & Hydraulics (H&H) Study in PDF format, which includes an assessment of the current storm drain system tributary to Marine Avenue and Aviation Boulevard. Geosyntec will perform hydrologic and hydraulic (H&H) calculations and modelling to develop the H&H study. The study will summarize the approach and results of the following:
    - Refine drainage area delineation using topographic data and Los Angeles County and Manhattan Beach Storm Drain data.
    - Use the Beach Cities WMP Reasonable Assurance Analysis model (WMMS 2.0 [hydrologic and water quality] and Stormwater Management Modeling System (SWMM [hydraulic]) model to:
        - Calculate peak flow and volume of the 85th Percentile, 24-hour storm.
        - Calculate the annual average runoff volume and pollutant loading.
        - Select and size Best Management Practices (BMPs) to meet the event-based and long-term Project design objectives, and maximize the Projects' SCWIP water quality and water supply scores.
        - Perform hydraulic modeling to support Project design. It is assumed that a WSPG model will not be needed since a LACFCD Connection Permit is not required for this Project.
2) One draft H&H study technical memorandum will be submitted to the City for one round of comments. One final H&H study technical memorandum will be submitted, with no reviews after the submittal. The study technical memorandum will include up to three (3) exhibits for drainage areas and footprints.

**F) Draft Feasibility Study**

1) Geosyntec will present up to three (3) Project alternatives to the City. A schematic diagram, an Opinion of Probable Construction Cost (OPCC), and a preliminary SCWIP score breakdown will be generated for each alternative. Geosyntec will work with the City to select a preferred alternative during the draft Feasibility Study review phase.
2) Geosyntec will prepare a draft feasibility study based on the City-approved design alternative. The feasibility study will meet the requirements set forth in the SCW Program Feasibility Study Guidelines. Additional documentation and

evaluation will be developed for the preferred alternative and attached to the Feasibility Study, including:

Schematic level of civil plans and details. Mechanical, electrical, and structural plans will be developed during Phase 2, if they are required.

- Project Fact Sheet.
- Preliminary Monitoring Plan.
- Preliminary Operations and Maintenance Plan.
- Vector Minimization Plan.
- Climate Change Impacts on Preferred Alternative Project Memorandum. Geosyntec will run the H&H model for up to two (2) future climate scenario to estimate Project performance of the selected design alternative. A 2-page technical memorandum will be prepared to summarize the result.

This subtask will include a digital copy of the draft feasibility study to be submitted for one round of comments.

**G) Final Feasibility Study**

1) Geosyntec will produce a digital copy of the City-approved final feasibility study report with documented response to comments, in advance of the next regional call for projects for the Safe, Clean Water Program (Measure W), which is anticipated to close June/July 2025. Up to one (1) meeting will be held to review the feasibility study findings and feedback from the City if requested the preferred concept design.

2) The study guidelines include but are not limited to the following:
    a. Description of the project details
    b. Description and Estimate of the Benefits
    c. Estimated schedule to design, permit, construct, operate and maintain the project
    d. Review of the effectiveness of similar types of projects already constructed
    e. Monitoring Plan
    f. Lifecycle Cost Estimate
    g. Plan for how operations and maintenance will be carried out
    h. Engineering analysis of the proposed project
    i. Assessment of potential CEQA and permitting requirements. Complete a CEQA checklist and clearly identify the CEQA requirements (ex. MND or EIR) required for the city-selected preferred concept design
    j. Plan for outreach/engagement to solicit, address, and incorporate stakeholder input on the project
    k. Acknowledgement that the project will be fully subject to and comply with the displacement policies associated with Measure A (if applicable)

l. Plan to incorporate vector minimization into the project design, operations and maintenance
m. Description of how nature-based solutions are utilized to the maximum extent feasible
n. Summary of any legal requirement of obligations that may arise as a result of constructing the project, and how those requirements will be satisfied
o. Acknowledgement of eligible expenditures being only those incurred after November 6, 2018

**H) Project Support for Safe, Clean Water Program (Measure W) Call for Projects**

1) Geosyntec will complete the SCW online project module for the Project based on the Final Feasibility Study. Completion of the module will include filling required entries and uploading supporting documentation. A draft module output will be submitted 20 days prior to the SCW Program application deadline. Geosyntec will address changes to the module and produce a final module output for client approval 5 days prior to the SCWIP application deadline. Once approval is received, Geosyntec will submit the SCW Program application on be half of the City. Geosyntec will assist in modifying the application entries and supporting documents should comments be received from the SCWIP.

2) Geosyntec will support the City and participate in up to two (2) virtual and three (3) in-person calls and meetings, including the Scoring Committee and SSMB WASC meetings. Geosyntec will prepare one PowerPoint presentation based on the SCWIP.

**I) Project Description & Conceptual Design**

For the City-approved preferred concept design, Geosyntec will produce a description and schematic of the project layout. The conceptual design will be used as the basis for SCW Program funding request determination. Up to two (2) site plan renderings will be prepared for the preferred concept design. .

# EXHIBIT B
# FEE SCHEDULE

Professional and special design services are subject to the contractor's schedule, sequencing, and quality of work. Below is a fee estimate and sample resources allocation matrix for the Project.

| Feasibility Study and Design Services for Manhattan Beach Dominguez Channel Stormwater Infiltration Project - Fee Schedule and Rate Sheet | | Geosyntec | | | | | | | | | Sub-consultants | | | | | | | | | | | Markup | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Senior Principal | Senior Professional | Project Professional | Professional | Senior Staff Professional | Project Admin | Total Hours | Total Labors | Other Direct Costs | Lee Andrews Group | Pamela Burton and Company | Calvada | Subsurface Surveying | Gregg Drilling | ABC Liovin | American Integrated Services | Eurofins | AP Engineering & Testing | Torrent Resource | Ultra Engineering | 5% | |
| Task # | Task Description | $315 | $270 | $240 | $215 | $190 | $95 | | | | | | | | | | | | | | | | |
| 1 | FEASIBILITY STUDY AND SCWP SUPPORT TASKS | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 (A) | Project Management | 10 | 58 | 4 | - | 47 | 6 | 125 | $ 29,270 | | | | | | | | | | | | | $ - | $ 29,270 |
| 1.2 (B) | Stakeholder/Agency Meeting | - | 5 | - | - | - | - | 5 | $ 1,350 | | $ 15,818 | | | | | | | | | | | $ 791 | $ 17,958 |
| 1.3 (C) | Background Research, Surveying, and Field Verification | 4 | 12 | 17 | - | 56 | - | 89 | $ 19,220 | $ 800 | | | $ 33,339 | | | | | | | | | $ 1,707 | $ 55,066 |
| 1.4 (D) | Geotechnical Study | 24 | 41 | 68 | 42 | 78 | - | 253 | $ 58,800 | $ 1,125 | | | | $ 1,785 | $ 19,290 | $ 9,075 | $ 3,225 | $ 725 | $ 1,627 | $ 11,200 | | $ 2,403 | $ 109,255 |
| 1.5 (E) | Hydrology and Hydraulics Study | 3 | 14 | 19 | 2 | 54 | - | 92 | $ 19,975 | | | | | | | | | | | | | $ - | $ 19,975 |
| 1.6 (F) | Draft Feasibility Study | 10 | 10 | 51 | - | 52 | - | 123 | $ 27,970 | | | | | | | | | | | | | $ - | $ 27,970 |
| 1.7 (G) | Final Feasibility Study | 2 | 2 | 8 | - | 10 | - | 22 | $ 4,990 | | | | | | | | | | | | | $ - | $ 4,990 |
| 1.8 (H) | Project Support for SCWP Call for Projects | - | 17 | 19 | - | 60 | - | 96 | $ 20,550 | $ 100 | | | | | | | | | | | | $ 5 | $ 20,655 |
| 1.9 (I) | Project Description and Conceptual Design | 2 | 14 | 24 | - | 24 | - | 64 | $ 14,730 | | | | | | | | | | | | | $ - | $ 14,730 |
| | | | | | | | | Task 1 Subtotal | $ 196,855 | $ 2,025 | $ 15,818 | $ - | $ 33,339 | $ 1,785 | $ 19,290 | $ 9,075 | $ 3,225 | $ 725 | $ 1,627 | $ 11,200 | $ - | $ 4,905 | $ 299,869 |

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

# 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

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

8. 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.

9. 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.

10. 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.

11. 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.

12. 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

DocuSign Envelope ID: CB3582AE-9587-4CB3-BDFC-9CBE7B34AF0E

provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

13. 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.

14. 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.

Docusign Envelope ID: 18F817F8-D6FC-4A53-BCB3-2D93BE42B2E9

# 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

By: Signed by: Talyn Mirzakhanian, City Manager
E8FEFD107389443...
Name: Talyn Mirzakhanian
Title: City Manager
Date: 1/22/2025

Consultant:

Geosyntec Consultants, Inc.,
a Florida corporation

By: DocuSigned by:
A976CD0546B4435...
Name: Ken Susilo
Title: Vice President
Date: 1/3/2025

ATTEST:

By: DocuSigned by: Liza Tamura, City Clerk
975D2FFD9D8446D...
Name: Liza Tamura
Title: City Clerk
Date: 1/28/2025

APPROVED AS TO FORM:

By: DocuSigned by: Quinn M. Barrow, City Attorney
C24C6E263545445...
Name: Quinn M. Barrow
Title: City Attorney
Date: 1/16/2025

APPROVED AS TO FISCAL IMPACT:

By: DocuSigned by: Onyx Jones, Interim Finance Director
2E7A73EAFD77469...
Name: Onyx Jones
Title: Interim Finance Director
Date: 1/16/2025

APPROVED AS TO CONTENT:

By: DocuSigned by: Erick Lee
8FDAAFB234CA492...
Name: Erick Lee
Title: Public Works Director
Date: 1/9/2025

Docusign Envelope ID: 18F817F8-D6FC-4A53-BCB3-2D93BE42B2E9

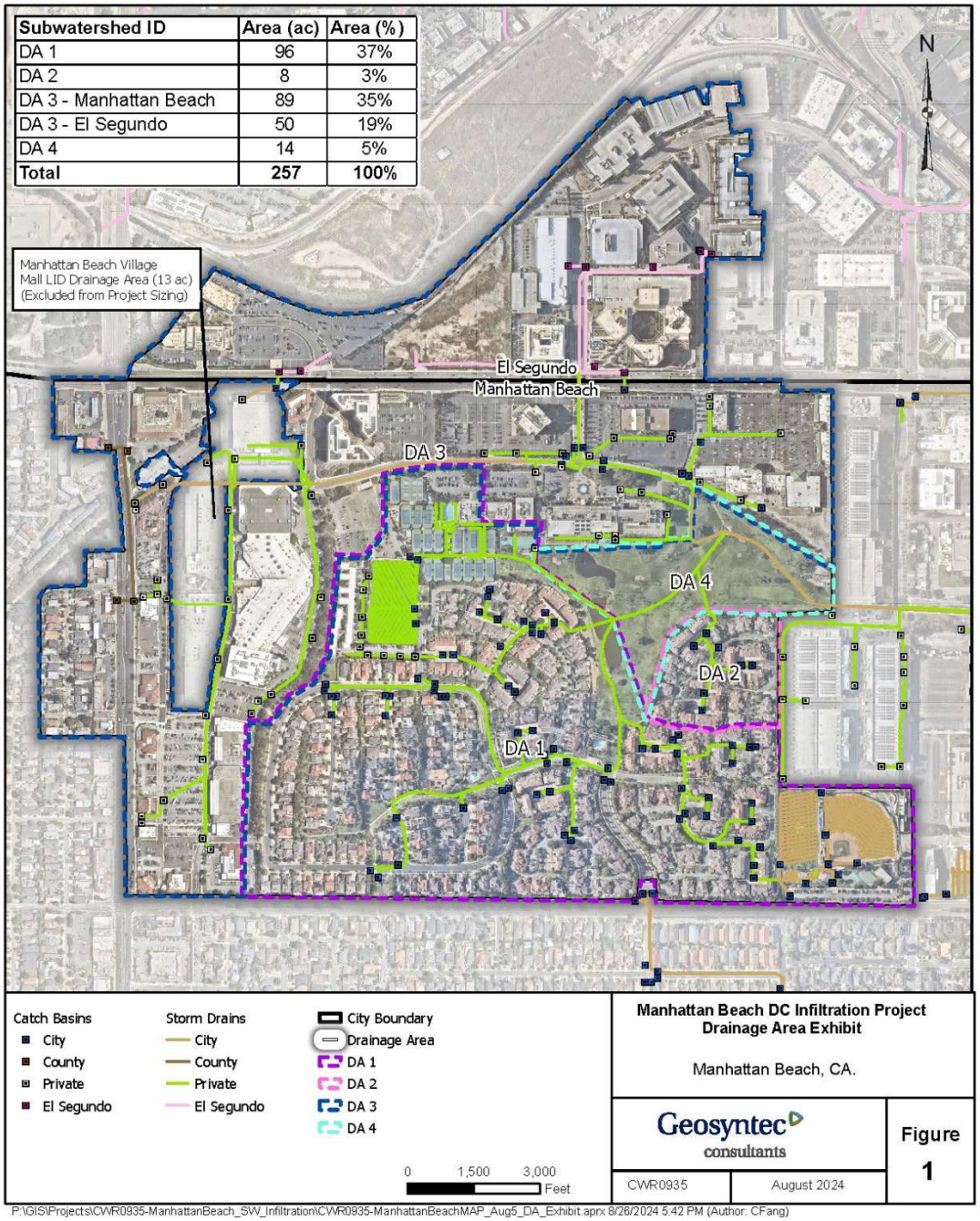
# AMENDMENT NO. 1 - EXHIBIT A-2
# SCOPE OF SERVICES

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.

Docusign Envelope ID: 18F817F8-D6FC-4A53-BCB3-2D93BE42B2E9




## SCOPE OF WORK[1]

### 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

[1] 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 |
| **Total** | **$87,000** |

## Detailed Cost Breakdown Table

| Task # | Staff Title | Senior Principal | Senior Professional | Project Professional | Professional | Senior Staff Professional | Geosyntec Labor | Subs and ODC | Markup | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Task Description** | $315 | $270 | $240 | $215 | $190 | | | 5% | |
| **1.3** | **Background Research, Surveying, and Field Verification Scope Update** | **-** | **-** | **-** | **-** | **-** | **$ -** | **$ 18,800** | **$ 900** | **$ 19,700** |
| | Surveying for the Golf Course | | | | | | - | $ 18,800 | $ 900 | $ 19,700 |
| **1.4** | **Geotechnical Study Scope Update** | **-** | **-** | **33** | **-** | **-** | **$ 7,900** | **$ 900** | **$ -** | **$ 8,800** |
| | Traffic Control | | | 33 | | | 7,900 | $ 900 | $ - | $ 8,800 |
| **1.5** | **H&H Modeling Scope Update** | **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 |
| **1.10** | **Landscape Conceptual Design** | **-** | **-** | **-** | **-** | **-** | **$ -** | **$ 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 |
| | **Subtotal** | **6** | **16** | **33** | **24** | **64** | **$ 31,500** | **$ 52,900** | **$ 2,600** | **$ 87,000** |

Docusign Envelope ID: 18F817F8-D6FC-4A53-BCB3-2D93BE42B2E9

# 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

Docusign Envelope ID: 18F817F8-D6FC-4A53-BCB3-2D93BE42B2E9

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

Docusign Envelope ID: 18F817F8-D6FC-4A53-BCB3-2D93BE42B2E9

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.