AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND CWE

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and CWE, a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of _____ ("Effective Date").

RECITALS

A. On February 15, 2022, the City and Consultant entered into an agreement for professional services for the Consultant to provide professional design services for the 28th Street Stormwater Infiltration Project ("Original Agreement"), which the City Council approved on February 15, 2022.

B. On June 5, 2024, the City and Consultant entered into Amendment No. 1 ("Amendment No. 1") to extend the term from June 30, 2024, to June 30, 2026.

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

D. The Parties now desire to amend the Agreement to increase the Maximum Compensation, extend the term, 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 2 of the Agreement is hereby amended to extend the term of the Agreement through June 30, 2028, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by $521,380, for a new Maximum Compensation of $ 1,757,430.

Section 3. Exhibit A "Scope of Services" of the Agreement is hereby supplemented by the Scope of Services attached as Exhibit A-2 to this Amendment."

Section 4. Exhibit B "Approved Fee Schedule" of the Agreement is hereby supplemented by the Approved Fee Schedule attached as Exhibit B-2 to this Amendment."

Section 5. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

City:

City of Manhattan Beach,
a California municipal corporation

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO FISCAL IMPACT:

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

APPROVED AS TO CONTENT:

By: _____
Name: Ted Semaan
Title: Public Works Director
Date:

Consultant:

CWE,
a California corporation

By: DocuSigned by: Vik Bapna, Principal/CEO
6Q663AA63B6141E...
Name: Vik Bapna
Title: Principal/CEO
Date: 11/19/2025

By: DocuSigned by:
5F2F6C7B50E9499...
Name: Jason Pereira
Title: Principal Secretary
Date: 11/19/2025

AMENDMENT NO. 2 – EXHIBIT A-2
SCOPE OF SERVICES

CWE (Consultant) is the design services consultant for the 28th Street Stormwater Infiltration Project. on services for the 28th Street Stormwater Infiltration Project (Project). The City of Manhattan Beach (City) had requested additional work related to the 100% Plans, Specifications, and Estimates (PS&E) for the Project. Later in the plan development phase, the City's consultants and Los Angeles County Building and Safety conducted new plan reviews, resulting in significant changes and coordination after the 90% plan phase.

Additional work items are needed for CWE to perform the contracted scope of services for the City under the Project. Various tasks have been added throughout the design. The City has also requested construction engineering support, along with environmental support during the construction phase in accordance with the Mitigation Monitoring and Reporting Plan (MMRP) prepared for the Project. The additional services shall be performed under the same terms and conditions of the original agreement.

The additional tasks for the Project are:

Task L(12) – Grant Support

CWE assisted the City in preparing applications for funding under the Proposition 1 Stormwater Grant Program, administered by the State Board, and for Safe Clean Water Program (SCWP) funds under the Infrastructure Program, for which the City was awarded funding over five fiscal years. CWE assisted the City in obtaining funding from the California Natural Resources Agency (CNRA) under Proposition 68. The Project was selected for SCWP and CNRA funding, and CWE will assist with reporting and documentation as described under the original agreement. The Project was notified that Proposition 1's funding is available. Task L3(12) supports grant reporting for Proposition 1 funding. Tasks L1(12A) and L3(12B) are included in the original proposal.

Task L3(12C) – Proposition 1 Reporting

The State Board provided the City with an email outlining the next steps for Proposition 1 funding, which the City forwarded to CWE. CWE will assist the City in fulfilling the State Board's requests within the first few months, at which time the grant agreement will be executed and finalized. Once the agreement is in place, the City will be required to take the lead in regular reporting. CWE will support the City with the necessary documentation and reporting, ensuring a smooth and successful funding process. CWE will complete the tasks summarized below at the indicated frequency through the design and implementation phases.

Summary of Proposition 1 Documentation and Reporting to be Performed by CWE

Task/Deliverable	Frequency	Description
Start-Up Data Request (as applicable)	Once (within 60 days of original email [March 4, 2022], or May 3, 2022)	Key/significant elements summarized below (directions in original email)
Attachment 13		Certification for compliance with water metering
Attachment 14		Resumes and qualification
Attachment 15a/15b		Budget summary, budget detail, and narrative
Attachment 16		Final California Environmental Quality Act (CEQA) documentation
Attachment 17		Project assessment and evaluation plan
Attachment 18		Project self-certification
Attachment 20		Authorizing resolution
Attachment 21		Project director certification
Form Std 204/205		Payee data records
Quarterly Progress Reports	Four per year (due 45 days after the end of each calendar quarter)	Key/significant elements summarized below
Breakdown of Expenditures	Quarterly	Connecting expenditures to the scope of work task
Description of Activities	Quarterly	Summary of work performed during the quarter
Milestones obtained	Quarterly	Challenges that may impact the schedule and implementation
Monitoring Plan with Quality Assurance Project Plan (QAPP)	Once (end of design/construction)	Prepare monitoring plan (likely incorporating requirements from various funding sources)
Upload water quality data	Pending	Not included in the scope of work (will depend on who monitors following construction completion)
Final Project Report	Draft and final at the end of construction	Follow State Board required format to summarize the final details of the Project
Final Project Summary	Once, at the end of construction	Summarize lessons learned and other Project information using the State Board template.
Final Project Inspection and Certification	Once, at the end of construction	Registered Civil Engineer to inspect the work to confirm that the plans and specifications were followed

- CWE will perform the documentation and reporting summarized above through construction completion (will not continue into the monitoring phase).

- Post-construction monitoring implementation is not included in this scope, while it may be required following implementation.
- City will provide invoices, receipts, and expenditure documentation during design and implementation for inclusion in progress reporting (consultant invoices, contractor invoices/documentation, and City staff time/rates).

CWE will submit the documents summarized in the table above to the City for review before the due date to the State Board. They will establish documentation templates early on to support long-term reporting efforts, thereby streamlining the City's process throughout Project implementation. CWE will also maintain documentation of the submittals made that satisfy the funding agreement requirements.

Deliverables: Forms identified in the table above, up to 16 Quarterly Progress Reports, Draft and Final Project Reports, Final Project Summary, Final Project Inspection and Certification, and a Post-Construction Monitoring Plan in electronic (PDF) format.

Task O(14) – Geotechnical Exploration at Bell Avenue

CWE will perform additional borings and infiltration testing along Bell Avenue near 27th Street to assess soil conditions and the feasibility/performance of the drywell. Alternative Project configurations have been prepared and shared with the City, showing drywell implementation along Bell Avenue in various locations. An additional concept will also be prepared based on the geotechnical exploration. Preliminary pros and cons have been developed for the parking facility and Bell Avenue alternatives; infiltration rates at Bell Avenue would exceed 100 inches per hour. It is critical to assess infiltration rates along Bell Avenue to determine if it is a cost-effective alternative. Additionally, a slope stability analysis will be performed, as drywells are proposed on Bell Avenue, which is the toe of the slope. Saturating the toe of the slope could impact slope stability, which is why a slope stability analysis will be performed. Infiltration will not be implemented along the steep 2:1 slope section near the elementary school. It is anticipated that drywells will be implemented at Sand Dune Park and/or on Bell Avenue south of 27th Street. The findings will inform future decisions on Project implementation. A phased approach will be used, so the City does not need to invest in unnecessary explorations (if an earlier phase is used to determine infeasibility).

Phase A:

1. Two (2) deep percolation tests south of 27th Street on Bell Avenue (30 and 50 feet deep)
2. Two (2) deep percolation tests in the flat park area north of 29th Street (Sand Dune Park)
   (30 and 50 feet deep)
3. One (1) characterization boring between 27th and 29th Streets (60 feet)

4. Traffic control will be provided for the two borings south of 27th Street and the characterization boring
5. Los Angeles County permits will be required, and borings will need to be backfilled with grout. Borings in the street will be capped with hot mix asphalt in accordance with the City's standards.
6. Results of the percolation testing will be provided before any lab tests run (will provide infiltration rates in accordance with Los Angeles County methods).

The table below summarizes the number and depth of borings, along with their objectives, under Phase A.

No. of Borings	Planned Boring Depth (feet)[1,2]	Objective
4	30 to 50 feet	Percolation testing
1	50 feet or auger refusal	Soil sampling

[1] Below ground surface
[2] As requested, the depth of the infiltration testing will change depending on the depth of groundwater. If shallower groundwater is encountered, the depth of the infiltration boring will be adjusted at least 10 feet above the groundwater.

Phase B:

1. Two (2) borings will be performed with a limited access track rig along the ramp mid-slope (above Sand Dune Park) to check/perform a slope stability analysis.

The table below summarizes the number and depth of borings, along with their objectives, under Phase B.

No. of Borings	Planned Boring Depth (feet)[1]	Objective
2	50 feet	Park slope stability

[1] Below ground surface

Phase C:

1. Soil characterization boring will be used for the diversion, pump, and pretreatment area recommendations.
2. If all checks for slope stability and infiltration are acceptable, then additional lab testing will be performed, and a comprehensive report will be prepared to include the new diversion pump area.
3. Geotechnical Report will be prepared and submitted.

Test samples will be collected during drilling in general accordance with the appropriate American Society for Testing and Materials (ASTM) methods. Standard Penetration Testing (SPT) and sampling using standard split-spoon or Modified California samplers will be performed. In the borings designated for slope stability and soil profile evaluation, four samples will be obtained from the upper 10 feet of each boring, and at 5-foot intervals thereafter. For the other two borings, samples will be collected at 10-foot intervals. Once the samples have been collected and classified in the field, they will be placed in appropriate sample

containers for transport to the laboratory. Testing for slope stability will be performed once field work is completed. In contrast, other laboratory testing will not be performed until it is confirmed that infiltration is feasible and cost-effective. At that time, the City will authorize the remaining testing and reporting under this task. No drilling permits will be required to perform our field services, except for a permit with the Los Angeles County Department of Public Health (LADPH), and the City will issue permits at no cost. Traffic control will be conducted in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

Boreholes will be backfilled, and hot mix asphalt will be used to patch the explored area in accordance with the City's related standard plan. The excess auger cuttings will be collected in 55-gallon drums, stored temporarily at the City's yard, and picked up after testing is completed, as was done for the previous geotechnical exploration.

Preliminary findings will be presented to the City, including infiltration information and the slope stability analysis. At that time, if the City chooses, the samples will be tested in the laboratory to determine physical engineering characteristics. The findings will be summarized in a geotechnical report that includes subsurface exploration procedures, soil conditions encountered, boring logs, and recommendations for drainage, shoring, earthwork, pavement, and other related Project aspects. The ultimate report will include recommendations to support Project implementation on Bell Avenue, including the diversion structure, pretreatment system, pump station, piping, drywell implementation, and pavement restoration (including pervious pavement).

Deliverables: Initial geotechnical findings (infiltration rates and slope stability analysis) in the form of an email and/or letter. Upon authorization from the City, additional testing will be performed, and a Geotechnical Report will be prepared in electronic (PDF) format.

Task P(15) – Noise and Vibration Study Update

CWE will update the Noise and Vibration Study as described in the attached proposal prepared by CSA. Once the study is updated, CWE will finalize the corresponding sections of the Mitigated Negative Declaration (MND). The updated study will replace the existing study attachment in the MND package.

Deliverables: Updated Noise and Vibration Study and corresponding sections of the MND in electronic (PDF) format.

Task Q(16) – Subsea Cable and Storm Drain Locating

CWE will provide utility locating services for the two subsea cables in the parking facility and the storm drain on 28th Street. They will coordinate with Geo-Instruments (locating utilities), the City, and Zayo (subsea cable owners) to schedule the locating services, as we understand the parties listed will want to be

on-site during the explorations. Once the schedule is confirmed, the following services will be provided by Geo-Instruments:

- Subsea Bore Locator:
  - Insert tube to be installed next to existing fiber optic cables to a length of 100 feet (x2 conduits). 1 x 2" IPS SDR11 PE4710 Black HDPE Pipe Coil.
  - DeviGyro and Devi Aligner RG30 kit (monthly rental). The DeviGyro RG30 is a non-magnetic recording survey tool used only for jet grout rods. It has an outside diameter of 30 mm (1.18 inches). Azimuth will need to be supplied on-site before each survey. The DeviCounter digital wire counter is used to control depth during wireline (2 to 10 mm diameter rope) surveys. The RG30 kit contains a survey tool and running gear without spacers. The Aligner will provide the azimuth of the boreholes from survey points supplied onsite.
  - Local field service for installing tubes, carrying out surveys, and demobilizing. Does not include any additional confined space training.
- Storm Drain Locating:
  - Provision of equipment and service to include rental of scanner and accessories, site staff, and processing.
  - Survey will be carried out with a backpack/handheld method. One reference coordinate will be provided to complete the survey.
  - Confined space and rescue training

Deliverables: Utility depths and horizontal locations for the subsea cables (two conduits) and 28th Street storm drain (Bond Issue [BI] 0286).

Permits

Over the course of the Project, CWE paid several invoices to LACPW in relation to the connection permit. The cost of the permits is included under this item.

Task R(17) – Geotech Review

CWE will review the geotechnical expiration and report.

Task S(18) – Construction Engineering Support

Task S1(18A) – Construction Meeting Attendance

CWE will attend a pre-construction meeting held by the City, the construction manager, and the selected Contractor. They shall provide general Project information and be available to answer the Contractor's questions during the pre-construction meeting. CWE will not coordinate the meeting or maintain formal notes. CWE will also attend up to 52 construction weekly meetings and up to 28 field meetings during construction (excluding punchlist walks, which are included in a separate task below). CWE will be notified if their attendance is needed for additional meetings.

Task S2(18B) – Submittal, RFI, and Change Order Reviews

CWE will review, comment on, and provide responses to specialized submittals, Requests for Information (RFIs), and change orders submitted by the selected Contractor during construction and deferred to them by the construction manager. The submittals and RFIs can be up to 50 each, and four (4) change orders. For the change order reviews, CWE will generally review them based on design considerations, while the construction manager and onsite inspector will provide input on labor and equipment.

CWE will use its response template unless the City provides a template. Responses will be prepared in accordance with the timeline established in the Project specifications.

Deliverables: Submittal, RFI, and change order reviews in electronic (PDF) format.

Task S3(18C) – Punchlist Support

CWE will attend preliminary and final punchlist job walks (up to three (3) days in the field) to review construction completion relative to the final design and specifications. The City/construction management team will lead these job walks and create the punchlist. Various City staff will attend to confirm conformance with their requirements, especially maintenance staff. CWE will not enter any underground structures for inspection and will not be inspecting underground improvements.

Deliverables: Photos and notes can be available upon request.

Task S4(18D) – As-Built Preparation

CWE will prepare as-built record drawings upon completion of construction. They will revise the design plans based on the Contractor's changes and field markups, which we assume will be provided by the Contractor and the City upon completion of construction, as required by the Project specifications/Contract Documents. Revisions to the drawings will be clouded in the as-builts. CWE will upload the as-built plans to Epic LA for Los Angeles County, as required for the Connection Permit.

Deliverables: As-Built plans in electronic (PDF) format.

Task 18E – Environmental Support

CWE will coordinate with Terracon, which will provide environmental support during the construction of the Project. Environmental support will include the following:

- Biological Resources
  - Habitat Assessment
  - Biological Pre-Construction Survey (optional)
  - Nesting Bird Survey (optional)
- Cultural Resources
  - On-Call Archeological Monitoring (optional)
- Paleontological Resources
  - Paleontological Resource Impact Mitigation Program and Paleontological Monitoring

Additional Tasks

The following tasks are optional and may be authorized by the City as desired. For the optional tasks, CWE will prepare a Task Proposal for the City's written approval before any work is initiated. Each Task Proposal shall also contain an estimated cost for the task and a not-to-exceed amount, which shall include all labor costs and expenses.

Task M(13) – Envision Certification (Optional)

CWE has several Envision Sustainability Professionals (ENV SPs), including the Project Manager. Envision is encouraged by the SCWP, and associated funds may be used to assist the City through this process. The tasks below will be completed through the start of construction. The Envision process will be based on the current approach and scope. If scope modifications or enhancements are found to be beneficial during this process, CWE can provide a separate scope/fee for the modified work. The City will complete documentation through construction and ultimately submit the project for the final Envision rating. If needed, CWE will assist the City through the final steps by taking on an additional task that can be incorporated into Construction Engineering Support (see below) at a future date.

Task M2(13B) – Envision Certification Documents (Continued)

If the City decides to pursue formal Envision review/certification, additional documentation will be required to support the credits the Project will claim. A portion of the documentation can be produced during the design phase, while a larger amount will be required during construction to demonstrate that sustainability goals were met through implementation. CWE will incorporate sustainability features and requirements/specifications into the PS&E and bid package to set the stage for earning the credits. For example, if, through the checklist evaluation, it is agreed that construction waste should be reduced, CWE will draft specification language requiring the Contractor to develop a comprehensive waste management plan and to recycle a specified amount of material. CWE will set up the Project so that the credits can be obtained, while others will prepare the documentation that proves the Contractor met those

requirements (or CWE can do so under a future task). The specific elements of this task will depend on the applicable credits; therefore, CWE has allocated a not-to-exceed budget to be used as appropriate to support the Envision process. This task does not include the submission of documents and/or coordination with Envision reviewers and/or Envision review fees.

Deliverables: PS&Es will incorporate Envision goals/requirements and initial/partial documentation to support credits if Envision criteria are associated with pre-construction activities.

Task M3(13C) – Additional Envision Support

CWE will provide additional Envision support in accordance with the original agreement. The original agreement included a placeholder for Envision support because it was unknown at the time whether the City would pursue Envision and at what level. It has been confirmed that the City would like to pursue gold status. CWE has reviewed the Envision documentation requirements associated with construction to confirm that additional budget will be required. CWE will coordinate with the City/construction management team to obtain needed documentation. CWE will create cover sheets, compile supporting documentation for submission to Envision for verification, and develop supplemental documents to support this process. The City will pay Envision verification fees directly. Envision will provide one round of comments, and then the associated documentation will be finalized.

Deliverables: Envision documentation in electronic (PDF) format.

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

The fee proposals are divided into Phase 1 (design) and Phase 2 (construction), as the rates vary between the two phases.

Phase 1 Fee Schedule

Phase 1 Fee Proposal

Task	Total	Principal	Project Manager	Project Engineer	Staff Engineer	Assistant Engineer	Env Scientist	Project Coord.	Sub Consultant[1]		
		$279	$236	$165	$137	$111	$165	$108	CSA	Geo-Instruments	Terracon
Task 12C – Proposition 1 Reporting	$41,954	6	70	32	96	48	-	-	-	-	-
Task 14 – Geotechnical Exploration at Bell Avenue	$78,705	-	-	-	-	-	-	-	-	-	$78,705
Task 15 – Noise and Vibration Study Update	$6,110.50	-	-	-	-	-	-	-	$6,110.50	-	-
Task 16 – Subsea Cable and Storm Drain Locating	$40,320	2	6	8	-	-	-	2	-	$36,810	-
Permits	$29,617.73	-	-	-	-	-	-	-	-	-	-
Phase 1 Additional Total:	**$196,707.23**	**8**	**76**	**40**	**96**	**48**	**0**	**2**	**$6,110.50**	**$36,810**	**$78,705**
Original Agreemennt Savings after Reallocation/ Budget Adjustment	$29,216.00										
Total of Phase 1	**$167,491.23**										

[1] Includes subcontractor markup of 10%

Phase 2 Fee Schedule

Phase 2 Fee Proposal

Task	Total	Principal	Project Manager	Technical Manager	Senior Engineer	Staff Engineer	Project Coord.	Mileage	Sub Consultant[1]	
		$341	$297	$260	$203	$156	$145	$0.70	JCCA	Terracon
Task 17A – Construction Meeting Attendance	$97,514	16	108	168	-	-	18	2,560	$11,900	-
Task 17B – Submittal, RFI, and Change Order Review	$117,234	16	96	-	302	-	8	-	$20,800	-
Task 17C – Punchlist Support	$19,918	12	24	24	-	-	2	240	$2,000	-
Task 17D – As-Built Preparation	$15,096	-	6	-	-	54	2	-	$4,600	-
Task 17E – Environmental Support	$104,126	8	24	-	-	-	6	-	-	$93,400
Total:	**$353,888**	**52**	**258**	**192**	**302**	**54**	**36**	**$1,960**	**$39,300**	**$93,400**

[1] Includes subcontractor markup of 10%

Approved for use 5/1/24