

DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is dated February 15, 2022 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and CWE, a California corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide professional design services.

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

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

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for Design Services for the 28th Street 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 Vik Bapna, Principal (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

Approved for Use 3/1/2021

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", Contractor 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 June 30, 2024, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$1,236,050 (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**. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement..

C. Unauthorized Services and Expenses. City will not pay for any services 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 Jeff Fijalka at jfijalka@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 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 and Documents 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 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 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 indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all 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'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 Claims 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 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, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

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

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

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

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing

Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

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

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

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

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

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out

the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

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

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

10. Mutual Cooperation.

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

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

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

Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

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

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

14. Default.

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

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

and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

TO CITY:

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

TO CONSULTANT:

CWE
Vik Bapna, Principle
1561 E. Orangethorpe Avenue Suite 240
Fullerton, California 92831

COPY TO CITY ATTORNEY:

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

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

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

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

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

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

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

23. Exhibits. Exhibits A, 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.

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

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

CWE,
a California corporation

DocuSigned by:
By: Bruce Moe 3/28/2022
EAD3C06646684FC...
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: Jason Pereira 2/17/2022
5E2E6C76E0E9499...
Name: Jason Pereira
Title: Principal/ President and Secretary

ATTEST:

DocuSigned by:
By: Liza Tamura 3/29/2022
0828026E3681466...
Name: Liza Tamura
Title: City Clerk

DocuSigned by:
By: Vik Bapna 2/17/2022
6C663AA62B6144E...
Name: Vik Bapna
Title: Principal/ Chief Executive Officer/
Chief Financial officer

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

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn Barrow 3/28/2022
06FA866DAA074E0...
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S Charelian 3/7/2022
1A2E300F3B0C404...
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee, Public Works Director 3/28/2022
8F40284E40F44E0...
Name: Erick Lee
Title: Public Works Director

EXHIBIT A
SCOPE OF SERVICES



CWE

1561 E. ORANGETHORPE AVENUE
SUITE 240
FULLERTON, CA 92831-5202
(714) 526-7500 PHONE
(714) 526-7004 FAX
www.cwecorp.com

January 4, 2022

EMAIL

Ms. Katie Doherty, PE
City Engineer
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266

Design for the 28th Street Storm Drain Infiltration Project

Dear Ms. Doherty,

Additional work items have been requested from CWE as we were performing the contracted scope of services for the City of Manhattan Beach (City) as part of the Feasibility Study for the Manhattan Beach Subsurface Infiltration Trench Project. CWE prepared an Alternatives Report that summarized various implementation alternatives the City could follow to improve water quality in accordance with the Beach Cities Enhanced Watershed Management Program (EWMP). We met virtually with the City to discuss the alternatives and it has been decided that the City will first focus on drywell placement in the 26th Street Parking Facility, referred to as the 28th Street Storm Drain Infiltration Project (Project), as runoff will be captured from the storm drain on 28th Street, Bond Issue (BI) 0286. CWE has assisted the City in securing funding for the Project through the Safe, Clean Water Program Regional Program and the California Natural Resources Agency, and we understand the associated funding conditions and timelines.

This letter proposal documents the Scope of Work and fee for the Project. The additional services shall be performed under the same terms and conditions of our original contract, except for updated rates.

Project Approach

The following figure illustrates the anticipated design concept for the Project at the 26th Street Parking Facility. We will maximize capture in the 26th Street Parking Facility to minimize downstream water quality benefits. We will design the diversion system from BI 0286 for the full water quality flow design flow rate y . We will follow approved drywell calculation methodology, while we understand that the actual infiltration through a drywell is often more than what is calculated due to the pressure head on the water column. It is recommended that infiltration tests be performed once drywells are installed to better understand the infiltration capacity while using an appropriate factor of safety. Through Project development, CWE will identify target capture metrics along with calculated benefits, while we will work with the City to update those metrics following implementation based on Project performance.

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A large pump station will be required to divert flows from BI 0286, which will be located near 28th Street between Ocean Drive and the beach. This proposal includes the design of a pumped diversion system, pretreatment unit, drywells, distribution piping, and an improved parking facility. Additional amenities, such as nature-based solutions (trees/landscape) and environmental improvements (site-scale solar – not full solar shade structures) will be evaluated as part of the design process and may be included. The Project will be designed with the goal of capturing up to 63 acre-feet of runoff during a single storm event, while initial calculations found 53 acre-feet would be captured at the parking facility.

CWE has led the design of numerous multi-benefit stormwater capture projects throughout the region and have used our experiences, understanding of the Project and City, and City/stakeholder input to develop the tasks detailed in this letter proposal. We will assist the City in meeting funding requirements and will support the reporting processes. We understand this Project's past history with the Dune Restoration Project and we anticipate additional coordination throughout the Project implementation phase. The proposal includes support with permitting/approvals along with environmental documentation.

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CWE developed a Scope of Work and Fee to deliver the Project to the City based on our experience designing similar multi-benefit projects, grant requirements, and City provided input through the Feasibility Study phase. The Scope of Work is attached as Exhibit A and the Fee is attached as Exhibit B.

If you have any questions or require additional information, please contact Katie Harrel at (714) 732-8180 or kharrel@cwecorp.com.

Respectfully submitted,

CWE

A handwritten signature in black ink, appearing to read "V Bapna". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Vik Bapna, P.E., ENV SP, CPSWQ, QSD/P
Principal

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EXHIBIT A: SCOPE OF WORK

Scope of Work

The following tasks are in addition to those included in the Feasibility Study for the Manhattan Beach Subsurface Infiltration Trench Project. They are lettered, instead of numbered, to differentiate between planning and design tasks.

Task A – Project Management and Meetings

Project management includes staff chartering, project coordination, management of teaming partners, and schedule and budget tracking. CWE will proactively engage the City with timely and concise communications and anticipates feedback at various stages of Project development. Open and result-driven communications will allow the Project to move forward in a productive and timely manner. We will conduct the following Project meetings virtually with the City (stakeholder and other coordination meetings are included under **Task D**):

- Kickoff meeting (agree on overall approach, strategize next steps, and understand expectations)
- Monthly progress meetings to discuss progress and status of the scope, schedule, and budget (12 anticipated)
- City Council meetings (attend/present at up to four [4])

We will prepare a sign-in sheet and agenda prior to each meeting. The agenda will be distributed prior to the meeting and will serve as the basis for the meeting summary, which will be distributed to attendees shortly after each meeting. We will maintain a table of action items, which will include key dates and responsibilities. A sample meeting agenda, summary, and table of action items is included with the proposal.

Deliverables: Meeting agenda, sign-in sheet, and summary for the meetings identified above, except for the City Council meeting; schedule updates; and action item inventory.

Task B – Hydrologic and Hydraulic Analyses

CWE prepared a preliminary hydrologic analysis with the feasibility study, while we recommended a more detailed analysis be performed with the final design to identify the required diversion flow rate. CWE will use the Watershed Modeling System (WMS) to model the areas tributary to BI 0286. The upper portion of the watershed (tributary to Polliwog Park) will be modeled based on the pump discharge rating curve from the Los Angeles County Flood Control District (LACFCD) pump station. We have assumed one (1) virtual coordination meeting with LACFCD to collect data necessary to model pump discharges from Polliwog Lake. We will divide the remaining drainage area (downstream of Polliwog Park) into drainage areas less than 40 acres in size each. We will input storm drain information to model surface and storm drain flow through the drainage area. The hydrologic model will be used to determine the diversion flow rate and the design hydrograph will be used to model the Project's diversion and infiltration system. A Hydrologic Analysis Technical Memorandum (TM) will be prepared to document the methodology, assumptions, and results of the hydrologic analysis, which will include updated infiltration calculations,

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model input, and model output. We will work with the City to collect available information associated with the hydrologic and hydraulic analyses performed as part of the City's Storm Drain Master Plan. We will use delineated subcatchments and model output to develop the Project model.

CWE will perform a detailed hydraulic analysis of BI 0286, the LACFCD-owned storm drain, to support permitting and confirm the design will not negatively impact the hydraulics of existing drainage facilities. We will use Water Surface Pressure Gradient (WSPG) software, in accordance with LACFCD permitting requirements. The model will each extend a minimum of 1,000 feet upstream and downstream of the proposed diversion, except where the storm drains discharge into the ocean. We will request hydrologic and hydraulic data from LACFCD for each of the drainage systems and compare the hydraulic data provided with the model output. We will design improvements within LACFCD-facilities to minimize impacts to the hydraulic gradeline during the design storm associated with the drainage system. The hydraulic analysis will include an assessment of water surface elevations, capacity, freeboard, velocities, and shear forces. We will compare existing and proposed system model results, in which the proposed conditions model will include the proposed diversion system. We will also perform hydraulic analyses to size diversion and conveyance pipes included as part of the Project.

We will prepare a Hydraulic Analysis TM to summarize hydraulic modeling. The TM will document the methodology, assumptions, and results of the hydraulic analysis in a format acceptable to LACFCD. Model input and output will be included as attachments to the TM.

Deliverables: Hydrologic Analysis TM and Hydraulic Analysis TM (or combined TM) in electronic (PDF) format. Meeting agenda, sign-in sheet, and summary for one (1) virtual meeting with LACFCD.

Task C – Utility Coordination

CWE sent preliminary utility requests to utility owners identified in and near the 26th Street Parking Facility as part of our original contract to identify existing or planned future utility locations within the Project area. CWE will send out First and Final Utility Notices as part of this task, which include design plans, to utility companies for which there may be conflicts, such that those utility owners are given the opportunity to review and comment on the proposed improvements. We will add to the contact log created with the preliminary utility search to document correspondences and responses. Utility information will be drafted into the base file. Our goal is to avoid and/or minimize utility conflicts. We will also work with the City's Planning Department to check if there are planned utility projects within the Project vicinity which could impact the Project. We have included up to four (4) utility coordination meetings, for which we will prepare meeting agendas and summaries.

Deliverables: First and Final utility notices with hard copies of the plans as requested (utility log available upon request) and meeting agendas/summaries for up to four (4) meetings.

Task D – Permitting

The Project is subject to an LACFCD Connection Permit and Coastal Permit based on the concept presented above. It is anticipated that coordination and possibly permitting will be required with County Beaches and Harbors, especially if the existing low flow diversion on BI 0286 is retrofitted, as it is located near The Strand, which is within County Beaches and Harbors property. The following tasks include permitting and coordination during the design phase.

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Task D1 – LACFCD Connection Permit

A Connection Permit from LACFCD will be required for connections to their facilities, such as the diversion proposed on the 28th Street Storm Drain (BI 0286). CWE has processed approximately 10 diversion connections with LACFCD in the last year alone. The connection permit has two parts. One part is the engineering review, and another is coordination regarding the Use and Maintenance Agreement (UMA). These two parts can be completed by the City and CWE during the design phase. The selected Contractor will ultimately pull the permit using their Contractor's License and bond information. CWE will submit the connection application with the 60% design plans on the Epic Los Angeles platform for engineering review. We will link a City representative to the application process, which will allow the City to access comments online.

CWE will prepare an exhibit to accompany the UMA and will coordinate with LACFCD. CWE will prepare an Operations and Maintenance (O&M) Manual in line with LACFCD standards and requirements. The manual will include inspection, operation, and maintenance schedules and procedures specific to LACFCD facilities and will be submitted for review before the UMA is signed off by LACFCD. Portions of the O&M Manual prepared under **Task I** will be used to create an O&M Manual specific to the LACFCD components. LACFCD will send a draft UMA to the City and the City will need to take it to City Council for approval. Once it is signed, it will be routed through Los Angeles County Board of Supervisors for final approval and signature. It is assumed that the City will pay all fees necessary for reviews by LACFCD.

Deliverables: LACFCD application, plans, exhibit, and O&M Manual in electronic (PDF) format.

Task D2 – Coastal Permit

The Project area is considered part of the coastal zone, and work in this area will require a Coastal Permit. The California Coastal Commission (CCC) allows local governments to develop Local Coastal Programs (LCPs), which allows permit authority to be delegated to those local governments. The City manages an LCP, which we assume will be used to process the application for the Project. If coordination is required with CCC, CWE will prepare a separate scope and fee. It is likely that the City will only require a de minimus coastal permit, as the Project components are underground and will not impact the coastal community. We recently obtained this type of permit for the Los Amigos Park project in the City of Santa Monica. CWE will prepare an application package based on the City's LCP guidance and submit to the City for processing. It is assumed that the City will connect us with their LCP. We have assumed up to two (2) virtual meetings to coordinate for this permit. We assume all fees (if applicable) will be paid by the City.

Deliverables: Coastal Permit application and plans in electronic (PDF) format.

Task D3 – LACBH Coordination and Approval

We anticipate the Project will encroach Los Angeles County Beaches and Harbors (LACBH's) property and coordination will be required. We coordinated with them prior to performing the geotechnical exploration as part of the feasibility study tasks. LACBH owns The Strand, beach area, and the 26th Street Parking Facility. The City is entered into an agreement to use the parking facility currently. CWE will prepare an application and create a submittal package that will include design plans, Project description, and other supporting documentation. We assume up to two (2) virtual meetings will be needed to present Project information and discuss proposed improvements and the approval process. In preliminary meetings with

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LACBH, it was mentioned that plans may also need to be reviewed by the County's Transportation Division if there would be any impact to The Strand. This task includes coordination and up to two (2) reviews by the County's Transportation Division. CWE will follow up with the reviewers frequently. We will submit the 60% plans upon completion.

Deliverables: Submittal package, including plans, application, and supporting documents, in electronic (PDF) format. Meeting agenda, sign-in sheet, and summary for up to two (2) virtual meetings.

Task D4 – Property-Related Coordination

We understand that the 26th Street Parking Facility land is owned by Los Angeles County and leased by the City under a long-term agreement. It is anticipated that the City will need to coordinate with Los Angeles County regarding property agreements, development, etc. CWE will assist the City by attending coordination meetings and preparing supporting documents related to the Project design, such as Project schematics and exhibits, which will aid in conversations with Los Angeles County.

Deliverables: Exact deliverables will be determined based on coordination efforts and needs. Meeting agendas, sign-in sheets, and summaries will be prepared for meetings.

Task E – Environmental Documentation

The Project is subject to the California Environmental Quality Act (CEQA). The Project is covered under the Programmatic Environmental Impact Report (PEIR) developed by Los Angeles County Public Works (LACPW) for E/WMP projects. We have prepared Categorical Exemptions for similar stormwater projects, while we understand based on previous coordination that the City prefers to prepare a Mitigated Negative Declaration (MND). The following tasks include the development of the MND and supporting documentation to meet CEQA requirements. LACFCD will be considered a responsible party and will want to review the MND prior to public review. CWE understands this process and will work with the City and County for timely reviews. The MND must also be filed prior to certain funds being made available, based on the funding agreement.

Task E1 – Records Search and Cultural Assessment

A records search for cultural resources will be requested from the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton. The objectives of this research will be to establish the status and extent of previously recorded prehistoric sites, cultural resource surveys, and archaeological testing (if any) in the Project area and within a 1-mile radius. The CWE Team anticipates fewer than 30 resources within one mile and minimal coordination with the City. In the event issues develop necessitating any unanticipated (out-of-scope) effort (e.g., more than 30 resources, protracted coordination with the City, or assistance with Native American consultation), a contract modification (budget augment) will be required. It is recommended that the records search be requested as soon as possible, as significant delays have been observed recently, especially due to COVID-19.

A cultural resources survey will be conducted of areas not obscured by pavement, landscaping, or development. In the event a cultural resource is identified, a Department of Parks and Recreation (DPR) site record form will be prepared for submittal to the SCCIC for processing and assignment of a permanent resource number. If cultural resources are not found, we will prepare a report of negative results that will include research and field methods results, a historical context, conclusions, and

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recommendations. Alternatively, we will prepare a State Historic Preservation Office Archaeological Resource Management Report (SHPO ARMR) format report that will include research and field methods results, cultural historic context, conclusions, and recommendations. We assume up to one round of minor comments from the City. In the event issues develop necessitating unanticipated (out-of-scope) effort (e.g., positive results of a substantial resource, multiple resources, response to more than one round of comments, substantive comments/comments from agencies other than the City, or protracted coordination is required), a contract amendment will be necessary.

Deliverables: Cultural Resource Report (Report of Negative Results or SHPO ARMR format) in electronic (PDF) format.

Task E2 – Noise and Vibration Analysis

We anticipate the public may be concerned regarding noise and vibrational impacts to the homes near the Project site. This analysis will be used to support MND preparation and will also be available for the public to demonstrate Project impacts. CWE will prepare a preliminary construction schedule and identify anticipated equipment at each of the construction phases. This information will be used to determine equipment use locations, noise and vibration reference levels, and identify sensitive receivers in the area. The CWE Team will model noise and vibrational levels from construction activities at nearby sensitive receivers. We will use a noise model that is compliant with ISO 9613 outdoor noise prediction procedures. We will review the impact assessment and recommend mitigation methods to reduce noise and vibration levels from construction to less than significant impacts at nearby sensitive receivers. Our findings will be summarized in a letter report that will document applicable noise and vibration criteria, analysis methods, projected noise and vibration levels, and mitigation recommendations, as necessary.

Deliverables: Noise and Vibration Analysis letter report in electronic (PDF) format.

Task E3 – Mitigated Negative Declaration

CWE will prepare an MND for the Project in accordance with CEQA on behalf of the City. Components of this effort will include preparation of an Initial Study (IS), compilation of mailing lists provided by the City (property owners and interested parties), review of public comments, preparation of a mitigation monitoring and reporting program, and preparation of a Notice of Determination (NOD). We will review the PEIR prepared by LACPW covering the EWMP projects to determine if information from the PEIR can be referenced.

The City will be the lead agency as the landowner and operator of the system. The IS and MND will be prepared per CEQA Sections 15063 and 15070. The Project document will be based on the premise that future land use will not be changed from the current condition and that population, traffic, long term air, or local environmental impacts are not expected to be altered by the Project. The primary changed condition will be a reduction in dry- and wet-weather runoff downstream of the Project site. The presence of endangered or threatened species or cultural resources are not anticipated due to the developed nature of the current environment in which the project will be built. Cultural resources and noise/vibration reports will be prepared as part of the subtasks above and the findings will be incorporated into the MND.

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To evaluate the potential impacts, we will take the following steps:

- Complete a literature and database review of the Project vicinity to determine if there is the potential for the presence of protected species or cultural resources, specifically in compliance with new requirements associated with Assembly Bill 52, Native Americans CEQA (**Task E1**).
- Consult with the appropriate resource agencies and entities regarding information they may have regarding protected species or cultural resources.
- Complete the project description to a level of detail that allows for the evaluation of short-term impacts during construction and long-term impacts after project completion.
- Complete the IS checklist used by the City. Describe the mitigation measures to mitigate short-term impacts during construction, which are anticipated to consist of using Tier III construction equipment, limiting operating hours to standard business hours, complying with the Construction General Permit for stormwater runoff, and other standard construction impact mitigation measures. Mitigation for long-term impacts is not anticipated.
- Complete the NOD for the City to certify the project as an MND.

The MND will be circulated for public review and CWE will respond to comments received prior to the City Council acting on the MND. CWE will assist the City in coordinating with LACFCD for a review of the MND prior to public review (or concurrent if needed due to Project schedule). CWE will prepare the NOD upon City Council approval for recordation with the City Clerk. It is assumed the City will pay filing fees. We will prepare the original documentation and up to three (3) revisions (two revisions to draft documents and then final documents).

Deliverables: Draft and final IS, MND, Mitigation Monitoring Plan, and NOD in electronic (PDF) format.

Task F – Plans, Specifications, and Estimates

This task includes the development of Plans, Specifications, and Estimates (PS&Es). We will prepare 24-inch by 36-inch construction plans in AutoCAD format using a scale of 1-inch equals 20 feet. The different plan sheet types that are anticipated as part of this Project are identified below. The plan sheets for bidding and construction will be stamped by our experienced Project Manager, Katie Harrel, who is a registered Civil Engineer in the State of California.

The following plan sheets are anticipated as part of this Project. We recommend that the contractor prepare excavation, shoring, traffic control, and phasing plans, as needed, based on the Project specifications, which we will review as a submittal during construction. We anticipate the complete plan set will include up to 48 sheets.

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- Title page
- General notes and discipline notes
- Demolition
- Improvement/site plan
- Diversion plan and profile
- Distribution piping plan and details
- Diversion pump
- Pretreatment unit details
- Drywell details
- Parking facility layout
- Parking lot striping/signage
- Construction details
- Electrical
- Erosion control
- Landscape
- Irrigation

The major Project components are identified below with additional information pertaining to the design. Each of the components will be **designed with O&M in mind**. The system we design will consider ease of maintenance and we will work with the City's maintenance team to identify any concerns they may foresee.

- Storm drain diversion
 - Avoid impacts to existing system hydraulics
 - Design diversion structure and pipe based on LACFCD requirements
 - Evaluate retrofit of existing low flow diversion on BI 0286 near the beach
 - Include sections and details in plans
- Pretreatment system(s)
 - Identify system to remove trash and debris
 - Size system
 - Include details in plans
- Diversion pump station
 - Use design diversion rate to size pump system (wet well and submersible pump assumed)
 - Identify valves and flow meter required
 - Specify sequence of operations to program pump system
 - Include details in plans
- Diversion/distribution piping
 - Design to evenly distribute runoff to drywells
 - Hydraulic calculations to size pipes
 - Design manifold and flow splitting structures
 - Include layout and elevations in plans
- Drywell infiltration system
 - Sizing will be based on infiltration rate and water quality volume (up to 63 acre-feet)
 - Depths will be based on diversion systems and geotechnical data
 - Include layout, sections, and details in plans

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- Parking lot improvements
 - Pervious pavement assumed for surface treatment
 - Include additional trees and landscaped area if possible (including irrigation)
 - Reconfigure to meet Americans with Disabilities Act (ADA) requirements
 - Include layout, striping, signage, and details in plans
- Electrical and controls
 - Three phase power anticipated for diversion pump station
 - Power for pump, valves, level system, and flow meter(s)
 - Communication between diversion pump and water level controls in drywells
 - Evaluate opportunities for site-scale solar panels and electric vehicle charging stations
 - Design electrical alignment and configuration
 - Prepare single-line diagrams
 - Include details in plans
- Erosion control
 - Illustrate control measures to prevent pollution during construction
 - Include details in plans
- Landscape and irrigation
 - Identify landscaping and irrigation
 - Landscape/tree selection must be approved by the California Natural Resources Agency (CNRA) based on funding agreement
 - Include notes, sections, details, and calculations in plans

The plans will include the City's title block, which we assume will be provided at the start of the Project. The final design plans will be signed and stamped by Katie Harrel, the licensed Professional Engineer responsible for the preparation of the plans. Plans will be submitted at the 30%, 60%, 90%, and 100% (final) phases.

Specifications

CWE will prepare specifications for the Project based on the edition of the American Public Works Association (APWA) Greenbook that has been adopted by the City. Special provisions will be used to edit Greenbook sections; however, if necessary, Caltrans standard specifications may be used. It is assumed that the contract documents, such as the notice inviting bidders, instructions to bidders, proposal (bid) pages, and contract pages will be prepared by the City and will be made available for our review. Special provisions (including technical specifications), along with associated appendices necessary to convey design intent (including geotechnical report, standard plans, etc.) will be provided by the CWE Team. CWE assumes the City will provide boilerplate specifications with the front-end requirements (Part 1 of the Greenbook). The specifications will clearly list the submittals required from the construction contractor. We will work with the City to incorporate a double Notice to Proceed (NTP) process with the Contractor, as we have found this is helpful in making sure elements are in order before construction starts. We will incorporate any specific requirements associated with permits and the CEQA process.

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Cost Opinion

An opinion of probable cost will be prepared to accompany each of the design plan submittals. We will expand on the initial opinions prepared with the Feasibility Study. The contingency will be higher during preliminary stages and will decrease as the plans become more detailed. The opinion of probable cost will identify the quantity takeoffs of major Project elements along with anticipated unit costs. The cost opinions will be prepared based on local references, past projects, and the engineer's best judgement.

Task F1 – Topographic Survey

CWE's California-licensed land surveyor will perform a topographic survey of the Project area. The survey will include the 26th Street Parking Facility and the surrounding streets, including portions of 26th Street, 27th Street, 28th Street, Ocean Drive, and Manhattan Avenue (as shown in the conceptual layout). The survey will serve as the Project base map and will be prepared using United States customary English units in AutoCAD format. CWE will research County and City record data for centerline, right-of-way, easements, survey control, existing geodetic control, and design network plans. We will establish the horizontal and vertical survey control based on the local Global Positioning System (GPS) network. Existing monuments will be used to establish the centerline of street alignments and tract lot lines. Centerline monuments and ties will be displayed in the topographic survey. Topography will be georeferenced using the North American Datum from 1983 (NAD83), California Zone V for horizontal control and North American Vertical Datum from 1988 (NAVD 88) for vertical control.

Deliverables: No direct deliverables, topographic survey will be used as base map.

Task F2 – 30% Plans and Estimate

CWE will prepare 30% plans based on the initial concept. This submittal will focus on the Project layout and alignments, as it is important to identify the location of key elements early on. Preliminary profiles will be included in this submittal to verify alignments will be feasible. This phase of design will focus on utility locations, diversion/pump placement, and other footprint-related elements. Plan sheets related to the parking facility layout, striping, signage, details, landscape, irrigation, and erosion control will not be included with this submittal. We will update the cost opinion from the Feasibility Study with updated quantities and additional line items as appropriate. We assume the City will require two weeks to review the submittal. Written comments will be addressed in the subsequent submittal.

Deliverables: 30% plans and cost opinion in electronic (PDF) format.

Task F3 – 60% PS&Es

CWE will prepare the 60% plans based on the previous submittal and comments received. Pipe profiles will be advanced and will include utility crossings and labels. Construction notes will be defined by this phase and we expect to finalize the stormwater system layout and pipe alignments as part of this submittal. We will advance the storm drain diversion and associated details during this phase so that we can submit applicable sheets to LACFCD to start the connection permitting process. We will include preliminary details and include the parking facility layout, landscape, and irrigation plans. This submittal will not include parking facility signage/striping or erosion control plans. The cost opinion will be refined based on plan revisions. CWE will prepare a table of contents for the Project specifications at this phase. We assume the City will require two weeks to review the submittal. Written comments will be addressed in the subsequent submittal.

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Deliverables: 60% plans, table of contents for the specifications, and cost opinion in electronic (PDF) format.

Task F4 – 90% PS&Es

CWE will prepare the 90% submittal package, which will represent the final plans while allowing the City a chance to review and provide comments. We will address comments provided by the City and other reviewers (associated with permitting). The full design plan package and specifications will be included. It is assumed that comments on the alignment and location of key components will not be made at this phase. The contingency in the cost opinion will be reduced. We assume the City will require two weeks to review the submittal. Written comments will be addressed in the subsequent submittal.

Deliverables: 90% PS&Es in electronic (PDF) format.

Task F5 – 100% PS&Es

CWE will prepare 100% PS&Es based on comments received on the previous review and permitting agencies. This package will be stamped and signed. This package will be included in the bid solicitation developed by the City.

Deliverables: 100% PS&Es in electronic (PDF) and editable format (specifications will be provided in Microsoft Word format and the plans will be provided in AutoCAD format).

Task F6 – Potholing

The CWE Team will pothole for utilities that may conflict with Project implementation. We will contact DigAlert for the location of utilities within the public right-of-way prior to any potholing. The CWE Team assumes that no drilling permits will be required to perform our field services and all permits will be issued by the City at no cost. Traffic control setup will conform to the Work Area Traffic Control Handbook (WATCH). We have provided for up to 15 potholes to be conducted as part of our scope. It is assumed that most potholes will be between three and 10 feet deep, with five up to 20 feet deep. A pothole report will be prepared and available upon request. The pothole data will be incorporated into the design plans and used to design proposed infrastructure.

Deliverables: There are no deliverables associated with this task, data will be incorporated into the design plans.

Task F7 – SCADA Integration

The CWE Team will integrate Supervisory Control and Data Acquisition (SCADA) into the Project design. Some agencies with existing SCADA systems prefer stormwater systems be connected to their main SCADA system to transmit Project data, such as flow data measurements and pump controls/alarms. Alternatively, these communications will be programmed differently, like through the cellular network, ethernet cable, or manually. If the City wishes to integrate SCADA into the Project, we will coordinate with the City staff responsible for SCADA operations to understand the existing system and preferred system preferences. SCADA integration will be incorporated into the design PS&Es.

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Deliverables: There are no deliverables associated with this task, integration will be included in the PS&E submittals.

Task G – Geotechnical Exploration

The CWE Team will perform additional borings as part of the final design phase. Two borings are proposed at the location of the final pump well to better understand the subsurface conditions. Additional borings are also proposed within the 26th Street Parking Facility to develop additional design recommendations related to retaining walls and parking lot features. The table below summarizes the number and depth of soil characterization borings.

Location	No. of Soil Characterization Borings	Depth of Borings (feet)
Pump well	2	40
Parking facility	5	20-30

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 at approximately 2.5-foot intervals for the upper 10 feet below ground surface, followed by samples at 5-foot intervals to the maximum depths drilled. Bulk samples will be collected for the upper soils encountered in each boring. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to the laboratory. The CWE team assumes that no drilling permits or traffic control will be required to perform our field services, except for a permit with the Los Angeles County Department of Public Health (LADPH) and LACBH (if pump well is in their right-of-way), and permits will be issued by the City at no cost.

The samples will be tested in the laboratory to determine physical engineering characteristics. The findings will be summarized in a geotechnical report amendment or letter, which will include subsurface exploration procedures, soil conditions encountered, boring logs, and recommendations pertaining to drainage, foundations, shoring, and earthwork.

Deliverables: Geotechnical report amendment or letter in electronic (PDF) format.

Task H – Public Outreach

CWE will attend up to three (3) public outreach meetings during the design process to inform/update the public regarding Project implementation and listen to any concerns. CWE will prepare a presentation with graphics and will present along with the City. The presentations at each event will be similar in nature, while focusing on any recent updates and upcoming milestones. We will be available to answer questions raised by the community regarding the technical aspects of the Project. We assume the City will advertise for the events and CWE will provide flyers/announcements. CWE is happy to utilize our Zoom account, as is being done during the planning phase. We will maintain a record of those in attendance, assuming information is accurately entered into Zoom by the meeting attendee. A summary will be prepared shortly after each meeting to document question and concerns raised by the public.

City of Manhattan Beach

Design for the 28th Street Storm Drain Infiltration Project: Scope of Work

At least two meetings are required based on the Safe, Clean Water Program (SCWP) funding agreement. We will maintain documentation for reporting. CWE will also attend two pop-up events in the Project area, in which our team will spend part of a weekend (or other busy time) at the site to talk to people who live/recreate in the area. This will allow us to share Project information with those who will be impacted during construction. We will distribute Project information and we anticipate the City will assist in advertising for these events. We will work with the City to support and attend up to three (3) virtual stakeholder coordination meetings, which may include meetings with the SCWP Watershed Coordinator or other stakeholders involved in the Project.

Deliverables: Meeting materials (presentation and handouts) for up to three (3) virtual meetings and two (2) pop-up events. Meeting attendance list and summary for each meeting. Meeting agendas and summaries for up to three (3) virtual stakeholder meetings.

Task I – Construction SWPPP

CWE will prepare a Stormwater Pollution Prevention Plan (SWPPP) using the California Stormwater Quality Association (CASQA) template for the associated risk level, as the construction will disturb an area greater than one acre and require coverage under the Construction General Permit (CGP). CWE has prepared hundreds of SWPPPs and we have 11 Qualified SWPPP Developers (QSDs) and 13 Qualified SWPPP Practitioners (QSPs) on the team who have experience preparing the documents in the office and verify they are implemented as required in the field. CWE will prepare and submit a draft SWPPP to the City for review and comment. Erosion control plans prepared as part of the design plans will be incorporated into the SWPPP. We will file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) on the Stormwater Multiple Application and Report and Tracking System (SMARTS) once the SWPPP has been finalized, assuming the City assigns CWE as an approved data submitter. It is assumed that the City will pay the necessary NOI filing fees. This task does not include SWPPP inspections.

Deliverables: Draft and Final SWPPP, with up to one (1) additional revision, and NOI in electronic (PDF) format, along with submission of the documents on SMARTS.

Task J – O&M Manual

A preliminary O&M Manual was prepared as part of the SCWP application package. CWE will update the O&M Manual based on the final components included in the design and expand it to include more than just the stormwater system (which is the focus of the SCWP version). The O&M Plan will include infrastructure based on the final design (as applicable). The manual will include an anticipated schedule of replacement. This O&M Manual will serve as the basis for the manual submitted to LACFCD, which will only include the elements that pertain to LACFCD facilities (described under **Task D1**). Attachments for major components will be left blank so that data included in submittals during construction can be inserted into the plan.

Deliverables: O&M Manual in electronic (PDF) format.

City of Manhattan Beach

Design for the 28th Street Storm Drain Infiltration Project: Scope of Work

Task K – Bid Support

CWE will support the City during the bid process up to the hours allocated in our cost proposal. We anticipate attending a virtual pre-bid meeting with the City and potential contractors to discuss the Project and answer technical questions. The budgeted hours may be used for the following:

- Attend virtual pre-bid meeting (or in-person at the site)
- Written responses to bidder questions
- Qualifications review (if minimum qualifications are defined for submitting contractors)
- Lowest bidder analysis (review proposals to confirm required contents are included and review bids to identify the lowest bidder)

Deliverables: Deliverables will be based on how the City wishes to use our services and may include written responses to bidders' questions and/or summary of bid analysis results.

Task L – Grant Support

CWE assisted the City in preparing an application for funding under the Proposition 1 Stormwater Grant Program administered by the SWRCB. We also assisted the City in preparing an application for SCWP funds under the Infrastructure Program, for which the City was awarded funding over five fiscal years. We also assisted the City in obtaining funding from CNRA under Proposition 68. The funding agreements in place for the Project include a variety of requirements that must be met. CWE has assisted several clients in meeting requirements specified in the corresponding agreements and are happy to support the City in this same way. The Project was selected for SCWP and CNRA funding and CWE will assist with reporting and documentation as described under the subtasks below. The Project was put on the waitlist for Proposition 1 funding and it is assumed this funding source will not be utilized.

Task L1 – SCWP Reporting

The transfer agreement that comes with SCWP Infrastructure Program funding identifies several tasks and deliverables needed throughout the implementation process. CWE has assisted several of our clients in meeting grant program requirements by preparing report deliverables and providing key information for our clients to use to support documentation requirements. CWE will support the City in documentation and reporting required for the SCWP Infrastructure Program, which will allow the funding process to be smooth and successful. We will complete the tasks summarized below at the indicated frequency through the design and implementation phases. We developed the table below based on the template Transfer Agreement, specifically Exhibits A and B.

Summary of SCWP Documentation and Reporting to be Performed by CWE

Task/Deliverable	Frequency	Description
Scope of Work (Exhibit A)	Annually (within 30 days of executed agreement and amendments)	Key/significant elements summarized below
Budget Plan	Updated annually	Funding breakdown by fiscal year, including leveraged funds

City of Manhattan BeachDesign for the 28th Street Storm Drain Infiltration Project: Scope of Work

Task/Deliverable	Frequency	Description
Activity Costs/Descriptions	Updated annually	Scope of work and cost
O&M Plan	Updated annually, as needed	Developed under Task J (in line with Exhibit F of Transfer Agreement)
Post-Construction Monitoring Plan	Develop when design is complete	Project description, objectives, sampling design, procedures, quality control, data management, etc. (developed as part of this task)
Stakeholder and Community Outreach/Engagement Plan	Update annually, as needed	Plan for community outreach and engagement (developed as part of this task)
Work Schedule	Update annually	Start and completion dates for scope of work items
Quarterly Progress Reports	Four per year (due the 15 th of May, August, November, and February)	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 quarter
Scheduling Concerns/Changes	Quarterly	Challenges that may impact schedule and implementation
Schedule/Budget Modifications	Quarterly	Documentation of modifications needed to budget/schedule
Annual Progress Report	Once per year	Summary of that year's quarterly progress reports

The following assumptions have been made related to this task:

- 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 is required for a minimum of three (3) years following implementation
- Project will not be assessed for Envision™ award level based on the Institute for Sustainable Infrastructure (ISI) rating system
- 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)
- Quarterly and progress reports will not be prepared by CWE once construction is completed, while they may be required through the post-construction monitoring timeframe

We will submit the documents summarized in the table above to the City for review prior to their due date to LACFCD. We will establish documentation templates early on to support long-term reporting

City of Manhattan Beach

Design for the 28th Street Storm Drain Infiltration Project: Scope of Work

efforts, as this will streamline the process for the City throughout Project implementation. For example, Dropbox or other file sharing may be established early on for saving invoices and other expense reports that will be required for quarterly reporting. CWE will develop a customized template based on our experience reporting for six other projects for the team to use to document expenses and associated funding sources.

CWE has established a separate reporting login for the SCWP module and a dedicated email (SCWP@cwecorp.com). We will work with the City to link our account in the SCWP reporting module, allowing us to prepare the reports for the City's review prior to them being submitted. We have assumed up to five (5) years of reporting, as we understand the funds are distributed over five fiscal years.

Deliverables: Up to five (5) Scopes of Work (Exhibit A), up to 20 Quarterly Progress Reports, up to five (5) Annual Progress Reports, and a Post-Construction Monitoring Plan in electronic (PDF) format.

Task L2 – CNRA Proposition 68 Reporting

The CNRA Proposition 68 funding program likely requires a wide variety of reporting once the grant agreement is signed and in place. The agreement does not detail specific reporting requirements, while we have made assumptions of what will likely be required based on our experience reporting on several different funding programs with various state agencies. The table below summarizes the different type of reports that may be required, and our assumptions related to each reporting type.

Reporting	Description and Assumptions
Quarterly/Progress Reports/Payment Request	Quarterly/periodic reports are typically required using a format defined by the granting agency and they are typically submitted with a request for payment. These reports often include a description of the work performed, milestones achieved, accomplishments, and problems faced. CWE will prepare up to 12 Progress Reports. We will assist the City in documenting expenses and applying them to the different funding sources.
Project Completion Report	A Project Completion Report must be prepared for the project within 90 days of Project completion. We anticipate the report will include an executive summary, discussion of applicable reports/documents developed as part of the Project, breakdown of funds, and benefits provided by the Project. CWE will prepare this report and we assume up to one (1) revision. We will work with the City to obtain expense documentation to support this and other reporting.
Grant Agency Coordination	There are several aspects of the Project that must be circulated through CNRA for review/approval (plant choice and signage are a few examples). CWE will review the grant agreement and work with the City to meet the coordination/approval requirements. We have assumed time for coordination and meetings with the City and CNRA.
Photo Documentation	CWE will maintain a photo inventory of pre- and post-Project photos to share with CNRA, as they request before and after pictures along with other photographs to demonstrate how funds were used.

City of Manhattan Beach**Design for the 28th Street Storm Drain Infiltration Project: Scope of Work**

Deliverables: Up to 12 progress reports/payment request, one Project Completion Report, and photo documentation in electronic format.

Task M – Envision Certification (Optional)

The following tasks are optional and may be authorized by the City as desired. We are happy to modify this scope to fit the City's needs if they may change based on the results of the preliminary assessment. 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. We assume the Envision process will be based on the current approach and scope. If scope modifications or enhancements are found to be beneficial through this process, then CWE can provide a separate scope/fee for modified work. We assume the City will complete documentation through construction and ultimately submit the project for the final Envision rating. CWE is happy to assist the City through the final steps with an additional task that can be incorporated into Construction Engineering Support (see below) at a future date.

Task M1 – Envision Checklist/Preliminary Review

The first step through the Envision process is to complete the Envision Checklist, which allows the team to look at the Project goals and assess them relative to the Envision rating system to understand if the Project would receive certification and around what level. The Checklist is a great tool to use during the planning/design phase to understand if additional components or specifications can be incorporated into the Project to better meet sustainability goals. We will review credits under Quality of Life, Leadership, Resource Allocation, Natural World, and Climate and Resilience categories. Once the checklist is complete, we will meet with the City to discuss findings and our recommendations. We will have an estimate regarding the potential certification level, which will help the team determine whether Envision certification will be formally pursued. We will finalize the checklist following the meeting and City review.

Deliverables: Draft and Final Envision Checklist in electronic (PDF) format and meeting agenda and summary for up to one (1) review meeting.

Task M2 – Envision Certification Documents (Before Construction)

If the City decides to pursue formal Envision review/certification, then additional documentation will need to be prepared to support the credits that will be claimed by the Project. A portion of the documentation can be produced during the design phase, while a more significant amount of documentation will be required during construction to demonstrate/prove 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 the credits to be earned. For example, if through the checklist evaluation, the team agrees that construction waste should be reduced, then CWE will draft specification language that requires the Contractor to develop a comprehensive waste management plan and recycle a specified amount of material. We will set up the Project so that the credits can be obtained, while we assume others will prepare the documentation that proves the Contractor met those requirements (or we can under a future task). The specific elements of this task will depend on the credits applicable, therefore, we have allocated a not to exceed budget that can 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.

City of Manhattan Beach

Design for the 28th Street Storm Drain Infiltration Project: Scope of Work

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

Task N – Construction Engineering Support

CWE provides construction engineering support for projects we design, allowing us to confirm the design intent is being met during construction. We recommend the scope of work and fee for construction engineering support be prepared once the initial specifications are developed, as the specifications define the submittals required. This also allows us to better understand the final design. Many of our clients take a refined scope of work and fee for construction engineering support to their City Council for approval with the award of the construction contract. Construction engineering support typically includes the following:

- Attend pre-construction meeting
- Respond to Requests for Information (RFIs)
- Review and respond to submittals, working drawings, and shop drawings
- Perform field visits
- Develop as-built drawings

Deliverables: To be defined in future scope of work and fee proposal (budgeted under construction/implementation costs in grant funding breakdowns).

EXHIBIT B
APPROVED FEE SCHEDULE

City of Manhattan Beach
Design for the 28th Street Storm Drain Infiltration Project: Fee Estimate

EXHIBIT B: FEE ESTIMATE

Fee Estimate



City of Manhattan Beach
Design for the 28th Street Storm Drain Infiltration Project
Professional Service Fee
Prepared by CWE on 01/04/2022

Prepared by CWE on 01/04/2022

			Principal	Project Manager	Technical Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Env Analyst	Licensed Surveyor	Landscape Architect	CAD Designer	Project Coordinator	Admin Assistant	Mileage	ODCs	Sub consultant	Sub consultant	Sub consultant	Sub consultant	Sub consultant		
Task	Total		\$279	\$236	\$229	\$187	\$165	\$137	\$111	\$104	\$183	\$186	\$111	\$108	\$90	\$0.585		C Below	CSA	JCCA	LSA	Terracon		
A	Project Management and Meetings	\$23,190	18	58				20	4					12										
B	Hydrologic and Hydraulic Analyses	\$43,462	4	12	12	40	40	150	16						4									
C	Utility Coordination	\$11,600		10		8		8	24				24		8		\$600							
D	Permitting																							
D1	LACFCD Connection Permit	\$20,202	6	24	8	16		36	16				12											
D2	Coastal Permit	\$8,384	4	8			16	20																
D3	LACBH Coordination and Approval	\$14,962	4	8	6	16	12	28					16											
D4	Property-Related Coordination	\$12,098	8	16			12	30																
E	Environmental Documentation																							
E1	Records Search and Cultural Assessment	\$13,276		6					8	4				2							\$10,340			
E2	Noise and Vibration Analysis	\$28,550		4		8		6						1					\$25,180					
E3	Mitigated Negative Declaration	\$34,214	8	12	30				80	120					8		\$200							
F	Plans, Specifications, and Estimates																							
F1	Topographic Survey	\$25,792		2					6		122		20	1										
F2	30% Plans and Estimate	\$179,154	18	46	40	88	120	216	256			60	220	4		136				\$23,760				
F3	60% PS&Es	\$220,278	14	48	64	126	150	294	288			48	280	4		136					\$29,310			
F4	90% PS&Es	\$162,206	16	32	72	102	164	176	184			28	172	4		136					\$18,220			
F5	100% PS&Es	\$74,402	8	21	36	52	66	74	80			12	80	2		136					\$7,930			
F6	Potholing	\$36,800		4				12					16	2				\$32,220						
F7	SCADA Integration	\$13,648		6		6														\$11,110				
G	Geotechnical Exploration	\$39,858		2				4						1								\$38,730		
H	Public Outreach	\$39,838	28	52			24	46	12					40	40	272	\$80							
I	Construction SWPPP	\$6,724			4	24	8																	
J	O&M Manual	\$6,408		4		8		16	16															
K	Bid Support	\$8,268	4	8		16		16								136								
L	Grant Support																							
L1	SCWP Reporting (5 Years)	\$70,504	10	40	6	100	40	160	40	40				10										
L2	CNRA Proposition 68 Reporting	\$32,870	6	40			36	96	24															
M	Envision Certification (Optional)																							
M1	Envision Checklist/Preliminary Review	\$9,362	4	8		34	Not to Exceed Budget (see discussion in Scope of Work)																	
M2	Envision Certification (Before Construction)	\$100,000	Cost will be provided at a later date (see discussion in Scope of Work)																					
N	Construction Engineering Support																							
Total Fee and Hours		\$1,236,050	160	471	278	644	688	1408	1054	164	122	148	840	83	60	\$557	\$880	\$32,220	\$25,180	\$90,330	\$10,340	\$38,730		

All Direct Expense Costs are billed at Cost + 10%

EXHIBIT C

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate

payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records. Pursuant to Labor Code Section 1771.4, Contractor and each subcontractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

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

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

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

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

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

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

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

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF CWE

A special meeting of the Directors of the corporation was held on the 13th day of May 2021 at 11:00 A.M., held virtually for the purpose of discussing corporate operations, and for the transaction of any other business that may properly come before the meeting.

Chairman and Secretary

Vikram Bapna acted as Chairman and Jason Toledo Pereira as Secretary of the meeting.

Waiver of Notice

The Secretary presented and read a waiver of notice of the meeting, signed by all the directors.

Attendance and Quorum

The following Board of Directors, Vikram Bapna and Jason Toledo Pereira, were present at this meeting and their attendance constituted a quorum of the board of directors as defined in the bylaws of this corporation.

Approval of Minutes for January 11, 2021 Board of Directors Meeting

The Secretary announced that the minutes of the January 11, 2021 annual Board of Directors meeting, were read at the meeting. After discussion, a vote was taken and the minutes of the meeting were approved by the Directors in attendance.

Resolutions before the Board of Directors

Signing Authority to Bind Company

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF CWE

Name: Jason Pereira

Position/Title: Principal/President and Secretary

Telephone Number: (714) 310-1071

Email Address: jpereira@cwecorp.com

Signature:



Name: Vik Bapna

Position/Title: Principal/Chief Executive Officer and Chief Financial Office

Telephone Number: (714) 262-0180

Email Address: vbapna@cwecorp.com

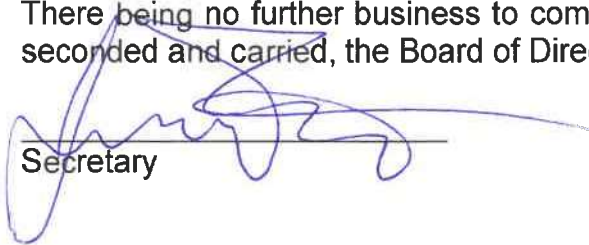
Signature:



Adjournment

There being no further business to come before the meeting, upon motion, duly made, seconded and carried, the Board of Directors voted to adjourn the meeting.

Secretary



Approved by Chairman



AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT BETWEEN
THE CITY OF MANHATTAN BEACH AND CWE

This First Amendment ("Amendment No. 1") 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 made effective as of the date of the last authorized representative signature below ("Effective Date").

RECITALS

A. On February 15, 2022, the City and Consultant entered into a Design Services Agreement for the Consultant to provide design services for the 28th Street Stormwater Infiltration Project ("Agreement"), approved by City Council.

B. The Parties now desire to amend the Agreement to extend the term.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through June 30, 2026, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. 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:

Consultant:

City of Manhattan Beach,
a California municipal corporation

CWE,
a California corporation

DocuSigned by:
By: Bruce Moe, City Manager 6/5/2024
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: Vik Bapna, Principal/CEO 6/4/2024
Name: Vik Bapna
Title: Principal/CEO

ATTEST:

DocuSigned by:
By: Liza Tamura, City Clerk 6/5/2024
Name: Liza Tamura
Title: City Clerk

DocuSigned by:
By: Jason Pereira 6/4/2024
Name: Jason Pereira
Title: Principal Secretary

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney 6/4/2024
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S. Charelian, Finance Director 6/4/2024
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee 6/4/2024
Name: Erick Lee
Title: Public Works Director