

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, 20__, by and between the City of Manhattan Beach, a municipal corporation ("City") and JMD, a Consultant ("Contractor") (collectively, the "Parties").

RECITALS

A. City desires to obtain services of Contractor to provide Professional Engineering Services and Technical Assistance for the 2015 MTA CFP.

B. Contractor represents that it is qualified and able to perform the services required by this Agreement ("Services").

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

Section 1. Contractor's Services. Contractor shall perform the Services described in Exhibit A in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall apply to services rendered on or after August 13, 2014, and shall terminate when the work is completed, unless sooner terminated by the City.

Section 3. Time of Performance. Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Contractor shall complete the services in conformance with the timeline set forth in Exhibit A, or as otherwise directed by the City's representative.

Section 4. Compensation.

(a) City agrees to pay Contractor a Not-To-Exceed fee of \$ 49,950.00. Except as provide in subsection (c), in no event shall the Contractor be paid more than \$ FORTY NINE THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$49,950.00) during the term of this Agreement. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void.

(b) Unless expressly provided for in Exhibit B, Contractor shall not be entitled to reimbursement for any expenses. Any expenses incurred by Contractor that are not expressly authorized by this Agreement will not be reimbursed by City.

(c) The City Manager may authorize cumulative increases for additional work up to the lesser of \$20,000 or ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

Section 5. Method of Payment. City shall pay Contractor said consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein. Unless otherwise specified in Exhibit B, Contractor shall submit to City a detailed invoice on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period, as applicable. Within 45 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

Section 7. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principals.

(a) Contractor's responsible principal, Juan M. Diaz, shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Manager, who shall administer the terms of the Agreement on behalf of City.

Section 9. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 10. Permits and Licenses. Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 11. Interests of Contractor.

(a) Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

(b) Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Contractor warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 12. Insurance. [Check if Applicable]

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. **[X]** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Contractor.

2. **[X]** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Services required by this Agreement.

3. **[X]** Workers' compensation insurance as required by the State of California.

4. **[X]** A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Contractor's insurance and shall not contribute with it.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against

City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail 30 days' prior written notice to the City.

6. If insurance coverage is canceled or reduced in coverage or in limits, Contractor shall within two business days of notice from insurer, phone, fax and/or notify the City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waived in writing by City's Risk Manager.

(e) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City, and shall not exceed \$25,000.

(h) Contractor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

Section 13. Indemnification.

(a) Indemnity for Design Professional Services. Contractor is considered a "design professional" as that term is defined in Civil Code Section 2782.8. In connection with its design professional services, Contractor shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those city agents serving as independent consultants in the role of city officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys'

fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Contractor or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section (a) herein, Contractor shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Contractor or any of its officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend Indemnitees in any action or actions file in connection with any such Damages with counsel of City's choice, and shall pay all costs, judgments, and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 15. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Services.

Section 16. Information and Documents.

(a) Contractor covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, 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 Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, 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 retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) All Data required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Contractor's permission.

(d) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts 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. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit said 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 (3) years after receipt of final payment.

(e) Contractor's covenants under this Section shall survive the termination of this Agreement.

Section 17. Default

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Contractor with written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to 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.

Section 18. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Contractor must be made in writing and approved by both Parties.

Section 19. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach
 1400 Highland Avenue
 Manhattan Beach, California 90266
 Attn: Tony Olmos

If to Contractor: JMD
18645 East Gale Avenue, Suite 212
City of Industry, CA 91748
Attn: Juan M. Diaz

Section 20. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 21. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 24. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 25. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 26. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

Section 27. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH

CONTRACTOR:

MARK DANAJ
City Manager

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:

QUINN M. BARROW
City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES



July 21, 2014

Mr. Edward Kao
Senior Civil Engineer
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

2014.1112.0026.00

**SUBJECT: Detailed Proposal to Provide Professional Engineering Services and
Technical Assistance for the 2015 MTA CFP**

Dear Mr. Kao:

JMDiaz, Inc. (JMD), a Southern California engineering firm, is pleased to submit this detailed proposal to provide the following engineering services to the City of Manhattan Beach (City). Our enclosed fee proposal, which remains in effect for a period of 90 days, has been prepared in accordance with the City's request for fee proposal received via email on July 1, 2014.

Scope of Work

In accordance with the City's request for proposal, the scope of services consists of performing tasks related to preparing and submitting an application for the 2015 Metro Call for Projects which include but are not limited to:

- Reviewing the existing 2009 Pacific Coast Highway Study Report (This 2009 PCH Study Report can be used as a base for the PSR/PSRE.)
- Preparing a Project Study Report (PSR) or Project Study Report Equivalent (PSRE) per Caltrans/Metro Standards for the CFP application. Obtain Caltrans approval of PSR/PSRE.
- Preparing a Cost Estimate and Schedule for the CFP application.
- Preparing and process the 2015 Metro CFP application per Metro's CFP requirements until the final selection by Metro is completed.

The specific tasks include:

Task I-1 – Project Administration, Meetings and Coordination

JMD will conduct project and team administration activities including coordinating with subconsultants as well as submitting invoices and monthly progress reports to the City. JMD will attend one (1) kickoff meeting and up to three (3) coordination meetings with City, Caltrans and Metro staff to develop the PSR-PDS and LACMTA Call for Projects application.

Task I-2 – Review and Data Collection

JMD will review recent studies performed for the project and review existing available information on the project area, including "as-built" plans, maps, studies, existing right-of-way and utility information in order to become familiar with the project, ascertain the completeness and accuracy of available information and determine additional information requirements. Due to the limited project budget, this task assumes that all available data



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will be provided by the City at no cost to JMD. Also, the preparation of base plans are not included in this proposal but will be limited to those already prepared by other studies and/or consultants.

Due to the limited nature of the project, field reviews for the project are anticipated to consist of the following:

1. The project site will be field inventoried to confirm existing and proposed roadway, sidewalk and right-of-way widths. Also, the presence, operation and phasing of existing traffic signals will be confirmed.
2. Existing congestion levels will be observed to confirm currently proposed improvements and assess rail crossing operational needs.
3. Existing surface features within possible widening limits will be photographed for estimating purposes.

Conducting detailed field surveys as well as preparing base mapping and right of way engineering is not included in this proposal. JMD will utilize available mapping and other electronic data, if any, of existing and proposed features provided by the City.

Task I-3 – Prepare Project Study Report Equivalent

JMD will prepare a concise and high level Project Study Report Equivalent (PSRE) which, according to recent Metro requirements for Call for Projects applications, will consist of a concise and high level Project Study Report-Project Development Support (PSR-PDS) document to define the project's need and scope of improvements.

Considering that right of way acquisition is not needed for the proposed improvements, the PSR-PDS will include an extremely concise Preliminary Environmental Analysis Report (PEAR) which will not exceed five (5) pages. Preparation of a more in-depth PEAR is not include in this task and proposal.

The JMD Team will submit the PSR-PDS to Caltrans and Metro for approval. Due to the short time frame and Caltrans typical 8-week review cycles, the JMD Team will work diligently to obtain Caltrans approval but cannot guarantee obtaining timely Caltrans approval, particularly if delays are caused by limited availability and support by Caltrans staff.

Task I-4 – Cost Estimate and Schedule

JMD will prepare a line item rough order of magnitude (ROM) cost estimate, based on current construction bid item unit costs, and include appropriate contingencies as well as soft costs to determine a comprehensive project cost. JMD will also develop a project schedule covering programming, project development and construction phases.

Task I-5 – LACMTA Call for Projects Application

JMD will prepare one (1) application for LACMTA's 2015 Call for Projects Program. JMD will submit the completed 2015 application and include the PSR-PDS developed in Task I-3. JMD will monitor the application's progress until the formal list of funded projects is provided by LACMTA in 2015.

Deliverable(s): The following are the proposed deliverables to the City of Manhattan Beach:

- One (1) pdf copy of the PSR-PDS.
- One (1) pdf copy of the LACMTA Call for Projects application.



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Qualifications

JMD is uniquely qualified to perform the above services based on its unique insight and knowledge resulting from its prior role serving as Metro and Metrolink representative as well as its extensive experience in the development of PSR's, Project Reports (PR's), PSRE's for a variety of projects including highway, roadway, bikeway, railroad and transit projects in Southern California.

JMD understands the City's objective of securing funding and thus the need to comply with Caltrans and Metro requirements to obtain such funding. JMD uniquely understands that, in addition to complying with such requirements, a successful Call for Projects application depends on showcasing the following key selling points:

1. Project Need
2. Project Benefit
3. Project Readiness

JMD understands the Caltrans and Metro process which is essential to a successful project. For instance, it is anticipated that proposed Pacific Coast Highway (PCH) improvements in Caltrans right of way will likely require a Project Study Report-Project Development Support (PSR-PDS) document and not a PSRE. Such a document, although less detailed than a traditional PSR, will depend on Caltrans approval which is not always timely particularly if Caltrans is not reimbursed for its review time.

The JMD Team knows Caltrans and knows Metro. In fact, Lan Saadatnejadi, former Caltrans Design Section Leader and Metro Executive Officer overseeing Metro's Measure R Program in the South Bay, clearly understands the City's objectives as well as the procedures and requirements. Furthermore, JMD has a nearly 27 year working history with Rena Lum who is directly involved in Metro's Call for Projects Program. **JMD will rely on its knowledge of the requirements, process and people involved to achieve the City's objectives.**

Project Manager

Assigned to this project is one of JMD's most experienced and qualified professional, **Juan M. Diaz, MBA PE**, with over 28 years of highway, traffic, railroad and transit engineering experience in the transportation planning and engineering industry. Mr. Diaz, a former Metro and Metrolink Public Projects Engineer, has been responsible for highway, roadway, ITS, grade separation, crossing, transit station, utility and bikeway projects throughout the region. He has unique expertise in the development of PSRs, PRs, PSR-PDS and PSRE documents intended to define a variety of projects including highways, roadways and "hot spot" intersections in Southern California. In addition, he has developed or reviewed several Metro "Call for Projects" applications for projects sponsored by local agencies in Southern California.

He is known for his unique approach to managing and leading highly sensitive transportation projects involving multiple and multilingual stakeholders. His experience includes the following:

Project	Client
Pacific Coast Highway/El Segundo Boulevard Intersection Improvements	City of El Segundo
Pacific Coast Highway/Maple Avenue Intersection Improvements	City of El Segundo
Durfee Avenue/UPRR (Los Angeles Subdivision) PSRE	City of Pico Rivera
Valley Blvd/UPRR (Alhambra Subdivision) Grade Separation PSR	City of Los Angeles
East End Avenue Grade Separation PSRE and LACMTA "Call for Projects"	City of Pomona
Reservoir Street Grade Separation PSRE and LACMTA "Call for Projects" Application	City of Pomona
Nogales Street/UPRR (Los Angeles Subdivision) FSR	ACE Construction Authority
Rail/Highway Grade Separation Program – Program Manager/Technical Advisor	ACE Construction Authority
Public Projects Engineering (Southeast Region)	Metrolink/LACMTA



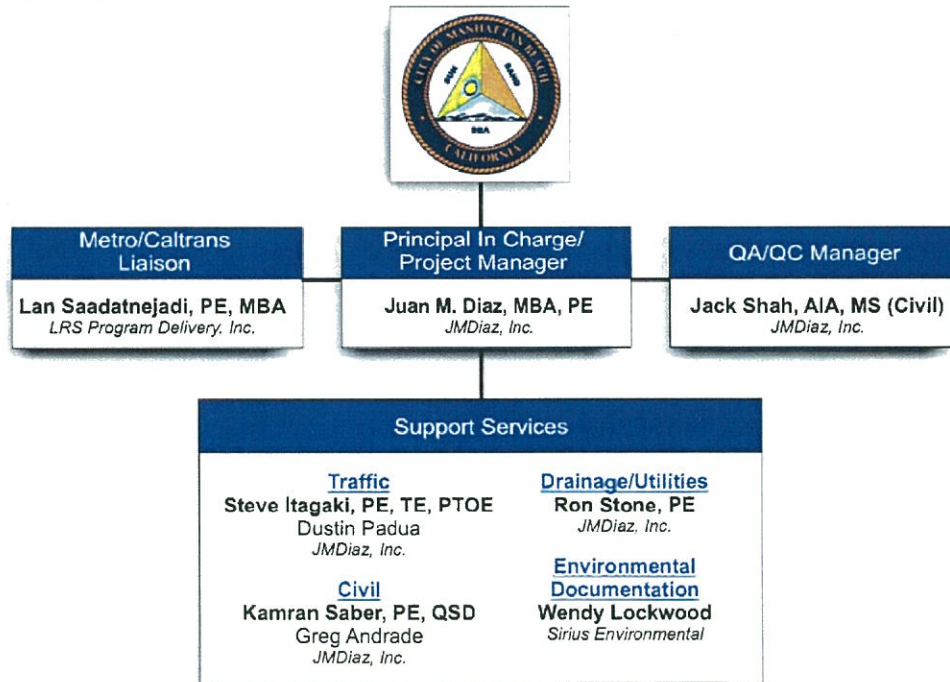
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Project	Client
710 Corridor (Widening over BNSF and UPRR Hobart Yards) EIS/EIR	LACMTA/Caltrans/POLA/POLB/BNSF/UPRR
710 Gap Alternatives (including Hot Spot Intersections) and Project Report (PR)	LACMTA
Pomona Station Siding PSRE and LACMTA "Call for Projects" Application	City of Pomona
Grade Crossing Study	SGVCOG (prior to ACE formation)
I-5/Burbank Blvd Interchange PSR, PR and PS&E	City of Burbank
Long Beach Blue Line Light Rail Transit (LRT) Project	LACTC (now LACMTA)
Pasadena Gold Line LRT Project	LACMTA
State College Boulevard/SCRRA (Metrolink) Grade Separation PSRE	City of Anaheim
Project Management Consultant Services for LOSSAN PSREs for Grade Separations	Orange County Transportation Authority
Soto Street and 26th Street Corridor PSRs	City of Vernon
SR-22 HOV Lane PSR	Caltrans - District 12
I-5/I-710 Interchange PSR/PDS	LACMTA

Project Team

We have assembled a unique team of experts known for their knowledge of agency requirements, project development process and Metro funding procedures to assist the City in meeting its objectives. Led by Juan M. Diaz, MBA, PE, our team, illustrated below, includes experienced discipline leaders as well as project partners such as LRS Program Delivery, Inc. (LRS) and Sirius Environmental with extensive Caltrans and Metro PSR/PSRE knowledge and experience to assist the City with LACMTA's 2015 CFP program.

Organization Chart



* Key Personnel in Bold

The following is a brief summary of our key staff proposed for this project:

Steve Itagaki, PE, TE, PTOE, offers 23 years of traffic engineering experience including level of service analysis, traffic signals, traffic signal synchronization and ITS solutions for a variety of highway, and transit projects in the



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region and specifically in the South Bay (i.e., El Segundo). In addition, he has unique expertise in the assessment and development of solutions for "hot spot" intersections which carry local and regional traffic.

Kamran Saber, PE, QSD, has over 26 years of transportation experience with emphasis in civil design including alignment and drainage as well as compliance with ADA and NPDES requirements. He has extensive local knowledge and experience on similar roadway and intersection projects in El Segundo and has expertise in "hot spot" intersection solutions to address local and regional traffic needs.

Lan Saadatnejadi, PE, MBA, President of LRS, has more than 20 years of experience in delivering transportation improvement programs and projects with innovation and ingenuity, including alternative deliveries. She has worked in both public (Caltrans - District 7 and Metro) and private sectors and understands what it takes to build a program as well as develop a project from inception through completion. Her most recent experience was building a brand new team and developing a \$20 billion Measure R Highway Program at the Los Angeles Metropolitan Transportation Authority with particular emphasis in Los Angeles County's South Bay region.

Wendy Lockwood, REA, Principal of Sirius Environmental, is an environmental consultant with 25 years experience in the preparation of environmental documents pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She has been the Project Manager for major transportation projects and technical task leader on complex projects involving noise, air quality, energy, and hazardous wastes/materials issues. Ms. Lockwood has wide knowledge of local planning regulations and regional planning documents in Southern California.

Resumes of key personnel are included at the end of this proposal.

Proposed Schedule

JMD proposes the following project schedule to complete the tasks as required by the project and subject RFP.

Phase/Task	Week																					
	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	
1. Project Management, Meeting and Coordination	[Gantt bar spanning from 8/25 to 1/12]																					
2. Review and Data Collection	[Gantt bar spanning from 8/25 to 10/27]																					
3. Prepare Project Study Report Equivalent	[Gantt bar spanning from 9/15 to 11/17]																					
4. Cost Estimate and Schedule	[Gantt bar spanning from 10/13 to 11/24]																					
Caltrans Review	[Gantt bar spanning from 10/27 to 12/1]																					
5. LACMTA 2015 Call for Projects Application	[Gantt bar spanning from 11/10 to 1/12]																					

Proposed Fee*

JMD will perform the Scope of Services outlined in this proposal on a time and materials and not to exceed basis by task and will begin upon approval and issuance of a contract and purchase order by the City.

1. Project Management, Meetings and Coordination	\$ 3,291.21
2. Review and Data Collection	\$ 5,761.00
3. Prepare Project Study Report Equivalent	\$ 19,165.60
4. Cost Estimate and Schedule	\$ 5,414.53
5. LACMTA 2015 Call for Projects Application	\$ 6,906.27
Other Direct Costs (including Subconsultants)	\$ 9,411.39
TOTAL	\$ 49,950.00

* Refer to the enclosed Fee Proposal for assumptions and notes.



Mr. Edward Kao
July 21, 2014
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Contract Language

JMD has reviewed the City's draft Professional Services Agreement (PSA) and does not find objection to the language in such draft agreement.

Commitment

The JMD is very committed to achieving the City's objectives and has assigned the right people needed for successful project delivery.

As Project Manager, I will be the point of contact for this project and can be reached at (626) 820-1137 or jmdiaz@jmdiaz.com. I will be the contract representative responsible for committing the necessary resources for the project and ensuring that services are provided in a responsive, cost and time effective manner.

We are excited about the possibility of serving the **City of Manhattan Beach** and firmly believe we have numerous benefits to offer including:

- ✓ A Project Manager & Project Team with unique PSR-PDS/PSRE, Caltrans, Metro and Railroad Experience.
- ✓ A Project Team with Unique Insight and Relationships with Caltrans and Metro to streamline the process.
- ✓ A Project Manager with a record of meeting budgets and schedules on timely and sensitive projects.
- ✓ A Project Team with a cost effective approach and reputation for responsiveness and quality.

We appreciate the opportunity to submit our fee proposal for your consideration on this important project and look forward to your favorable reply.

Sincerely,

Agreed by,

JMDiaz, Inc.

City of Manhattan Beach

Juan M. Diaz, MBA, PE
President/CEO

Authorized Signature Date

JMD/jmd
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Enclosure

EXHIBIT B
COMPENSATION

EXHIBIT B COMPENSATION



Fee Proposal^{a,1}
Technical Assistance for the 2015 Metro Call for Projects Application
City of Manhattan Beach

Submitted by: JMD
 July 21, 2014

TASK	DESCRIPTION	PRINCIPAL PROJ MGR J. DIAZ	QA/QC MGR J. SHAH	SR PROJECT ENGR-CIV K. SABER	SR PROJECT ENGR-TRAF S. ITAGAKI	PROJ ENGR R. STONE	ESTIMATOR C. LIU	SR. DES/ ANALYST M. CHAVEZ	CADD D. PADUA	CADD G. ANDRADE	ADMIN ASSIST M. STAUTA	TOTAL LABOR HOURS	DIRECT COSTS*	TOTAL COSTS	REMARKS
1	Project Management, Meetings and Coordination	16	174.54	145.21	121.41	104.06	94.45	78.12	78.39	72.43	41.81	24	\$ 5,911.39	\$ 9,202.60	* LRS/Deliveries/Mileage/Reproduction
2	Review and Data Collection ^b	4	0	4	4	0	0	0	0	24	8	68	\$ 500.00	\$ 6,261.00	* Mileage/Reproduction
3	Prepare Project Study Report Equivalent ^c	16	8	4	16	16	8	40	40	40	16	204	\$ 3,000.00	\$ 22,166.60	* Mileage/Reproduction
4	Cost Estimate and Schedule	4	2	2	2	0	32	0	4	4	4	54	\$ -	\$ 5,414.53	* Sirius Environmental
5	LACMTA 2015 Call for Projects Application	16	6	6	0	0	0	24	0	0	24	70	\$ -	\$ 6,906.26	
TOTAL ESTIMATED LABOR HOURS		56	16	10	22	16	40	64	68	68	60	420	\$ 9,411.39	\$ 48,950.00	
TOTAL ESTIMATED DESIGN COST															

Notes:
 a Rates are adjusted annually by 3% on January 1. This may not impact the total budget amount unless and extension of schedule is involved.
 b Assumes traffic counts are not required and traffic data and digital calculations in HMM Study will be provided to JMD Team.
 c Assumes PSR-PDS or PSRE to comply with Caltrans and Metro requirements for scoping and Metro funding purposes and not project development services. Only one PSR-PDS or PSRE is assumed for the entire project.
 d Will work diligently for but cannot guarantee timely approval by Caltrans of the PSR-PDS or PSRE due to Caltrans staff availability and/or need for reimbursement.
 e Does not include cost of permits.
 f Assumes future encroachment permit process to be followed for all improvements.
 g Does not include utility coordination.
 h Preemption analysis at railroad crossing north of Rosecrans Avenue is not included but can be provided at the above rates.
 i Traffic counts are not included. If needed, can be provided by NDS under separate cost.
 j Potholing will not be required.