

DESIGN SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated _____, 2019 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and Ardurra Group, Inc. dba AndersonPenna Partners, Inc., a Florida corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City issued Request for Proposals No. 1201-19 on December 10, 2018, titled “Engineering Design Services for Street Resurfacing Project”. Consultant submitted a proposal dated January 17, 2019 in response to the RFP.

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

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

The Parties therefore agree as follows:

1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) for professional design consulting services, attached as **Exhibit A**. Consultant’s proposal is attached as **Exhibit D**. 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 Stephen G. Badum, PE, Group Leader, Engineering and Municipal Services (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 in conformance with the project timeline set forth in Exhibit A.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2021, 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 \$160,983.00 (the “Maximum Compensation”) for such Services.

B. Expenses. 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, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant’s performance of those services or incurrence of additional expenses. Any additional services or expenses 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. 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. 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, contractors 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)(2).

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, contractors 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, contractors 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 \$1,000,000.00 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 \$300,000.00 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 \$1,000,000.00 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. 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:

If to City:

Attn: Adilia Miller, PE
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5362
Email: amiller@citymb.info

If to Consultant:

Attn: Stephen G. Badum, PE
AndersonPenna Partners, Inc.
3737 Birch Street, Suite 250
Newport Beach, CA 92660
Telephone: (949) 524-5198

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@rwglaw.com

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, C, and D 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:

Ardurra Group, Inc. dba AndersonPenna
Partners, Inc.
a Florida corporation

By: _____

Name: Bruce Moe
Title: City Manager

By: _____

Name: _____
Title: _____

ATTEST:

By: _____

Name: _____
Title: _____

By: _____

Name: Liza Tamura
Title: City Clerk

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

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: _____

Name: Steve S. Charelian
Title: Finance Director

EXHIBIT A SCOPE OF SERVICES

Professional Engineering Services for the Street Resurfacing Project
RFP No. 1201-19

City of Manhattan Beach

2. Methodology and Work Plan

The proposed project will be focused on pavement rehabilitation for various streets within the City, including miscellaneous concrete repairs; adjustments of utility and survey covers to grade, and minor striping. Due to anticipated budget shortfalls, as is the case for most public agencies, designing cost-effective solutions is a priority for APP staff.

Task A: Project Management and Meetings

APP shall attend a preliminary design meeting with City staff to review the project scope and schedule. Design criteria and technical project parameters will also be discussed. Regularly scheduled meetings are a key to keeping projects on schedule, avoiding pitfalls, and keeping the lines of communication open with the City so that surprises do not occur during the final stages of the project. We have assumed attending a total of three status meetings.

See Section 3. Project Management of this proposal for further specifics on the Project Management task.

Task B: Background Research

A thorough search of the available records will be conducted to acquire relevant data to assist in the design of the project. The information accumulated will include as-built drawings, utility information, existing right-of-way, house numbering maps, and horizontal and vertical control data. A summary log will be prepared reflecting all of the information collected.

Task C: Utility and Agency Coordination

Utility coordination will be ongoing throughout the duration of this project and will consist of the following tasks:

- Obtain plans showing location and size of all utility lines and appurtenances within the project area.
- Plot utility lines on Base Map.
- Cross check plotted locations above with field review information to insure that existing lines are shown in the proper location.
- Prepare and mail three sets of utility notices.
- Coordinate with affected utility companies regarding conflicts, relocations and improvements. Two (2) full sets of plans will be submitted for comment to each utility agency concurrent with APP's 90% submittal to the City for plan check.



Task D: Field Verification

The Project Team will review the project in the field to evaluate existing pavement conditions, identify pertinent surface features and constraints and identify curb ramps that are not ADA compliant. Physical features will be located by the Team in the field without using a survey crew, except as noted in the Surveying Section below. Extra effort will be expended to identify all non-compliant curb ramps. Specifically, all slopes, distances, and constraints will be identified with a smart level and measuring tape.

We will also take photographs of potential problem areas or items that need special attention. The photographs will be filed in photo albums with a written description of each picture. The albums serve as a constant reference during design and are invaluable when discussing issues at meetings. As stated in the RFP, APP staff will walk all of the streets with City staff prior to bidding and make any necessary revisions to the plans. **We also recommend a field review with City staff prior to the submission of the 60% plans to confirm the proposed pavement strategy for each street.**

Task E: Surveying and Site Conditions

Preliminarily we propose to provide ground survey only up to 3,500 feet, pending additional review and discussion with City staff. Work includes research, recovery of street centerline monumentation, level run and providing cross-sections at 50-foot

intervals, from curb to curb. The topographic information collected will include the location of all surface utilities between the curbs. If deemed during the preliminary design stage that total reconstruction of these streets is not required (or that the centerline profile can be maintained), the ground survey will not be obtained.

Base maps for the plans will utilize the City's 4" digital orthophotos and street centerline and parcel data information from the County's Assessor's Office. As noted in Task D above, field verification of existing physical features will be conducted for all streets to supplement the information contained on the County's data.

Task F: Potholing

As identified in the RFP, we have included a \$10,000 potholing budget to be used if recommended. For any proposed potholes, the APP Team will provide the following:

- list of potential conflict locations;
- pothole location plan to pertinent utilities;
- notify USA prior to potholing;
- coordinate with City regarding traffic control and permit.

Based on our previous experience for pavement rehabilitation projects in residential areas, we may not need potholing.

Task G: Geotechnical Investigation

Often on residential streets we do not have a geotechnical investigation prepared, if there are good record drawings, records of past pavement rehabilitation and good subgrade conditions. However, for this project, since we do not currently have access to any of this information, we are assuming the need for one. Specifically, we are proposing a limited investigation, focused on the following goals:

- Verify the existing structural section.
- Determine if macadam is present. If it is, the rehabilitation alternatives are reduced.
- Determine if pavement reinforcing fabric is present. If it is, note on the plans so that the Contractor cannot submit change orders for having to deal with the removal of the fabric.
- Determine if there are subgrade problems. If there are, total reconstruction will be needed.



Preliminary Site Review and Field Exploration

Prior to the start of fieldwork, Associated Soils (ASE) will review any available information. ASE understands that the City will provide access to utility information, geotechnical data, traffic data, traffic index, and other data on file with the City. ASE will clearly mark appropriate boring locations, notify Underground Service Alert, and coordinate with appropriate utility companies. Based on the attachments to the RFP and for the purpose of this proposal, ASE has assumed that coring/boring of the roadway segments shall be performed at a minimum of 24 locations along the subject alignments.

Field Exploration is to include the following items:

- Field review, including visual survey of pavement conditions and/or distress, cross streets and other observations.
- Obtain the necessary permits from the City of Manhattan Beach. It is assumed that any permits to drill the proposed corings will be provided at no cost to ASE.
- Coring of existing AC for observation and later laboratory testing at each of the proposed 24 boring locations to determine existing pavement and aggregate base thickness, as well as the presence, or absence of Macadam. Upon completion of the field exploration, all test holes will be backfilled with cold-patch asphalt. The field work is anticipated to take two (2) working days.

ASE shall provide the core machine, coring crew and traffic control according to the WATCH Manual, as necessary to protect the

traveling public and work force. Whereas the streets are considered residential streets, for the purpose of this proposal, it is assumed that neither professional traffic control nor a Traffic Control Plan will be required.

Laboratory Testing

ASE will provide a detailed measurement of thickness of the existing core, with any layering or pavement fabric noted and each core photographed adjacent to a measurement instrument and logged to correspond to the appropriate location.

Analysis, Evaluation and Preparation of Final Report

ASE will prepare a single Geotechnical Coring Investigation Report addressing results of the site inspections, existing pavement survey, field sampling, and laboratory testing. The final report will discuss and summarize all methodologies, findings, data, and conclusions made during the project.

ASE will provide a detailed, logical, comprehensive, well written, and easy to understand final report. The discussion will be directly linked to findings and observations made during this investigation. The report will include a detailed description of methods, procedures, rationale, as well as, descriptions of any instrumentation and equipment used. All data will be presented in appendices to the report and discussed in a scientifically sound manner.

Task H: Construction Plans, Specifications and Engineer’s Estimate

Improvement Plans

We have assumed using the City’s ACAD basemaps as identified in Addendum1, and preparing a 40-scale, double-stacked, plan view for all of the residential streets, with the exception of up to four plan and profile drawings. The profile will allow for the recreation of the centerline after it has been removed by the Contractor and also allow for any adjustments in the street crossfall. This is especially the case for 27th Street where there is an irregular flowline within the interior portion of the street.

One item that we would recommend adding to the plans is street addresses. We have found this to be valuable in the field for locating specific construction items, especially concrete improvement reconstruction.

We recommend reviewing the possible use of CCPR with the City on some of the streets. Although it will cost more than a mill and fill approach, it will provide a significantly thicker AC section and provide a longer pavement life.

Many of the existing ramps are not in compliance with current ADA standards. The deficiencies are due to steep slopes, lack of truncated domes and missing ramps. In conjunction with APP’s field reviews, all ramps will be thoroughly examined and measured and replacement ramps designed as necessary. We have assumed all ramps will be constructed utilizing standard plans, that special details/designs will not be required, and that curb ramps are not required where there is no adjacent sidewalk. Roadway cross sections will only be prepared for streets that are surveyed and are being reconstructed. Striping will be shown on the street improvement plans. We have included the preparation of 10 legals and plats for curb ramps.

The anticipated plan set will consist of the following sheets:

Description	# Sheets
Title Sheet	1
Typical Sections/Street Details	1
Street Plans (double-stacked plan)	13
Street Plans (plan & profile)	2
Signing and Striping	0
Total Sheets	17
Potential Additive Meadow Street Rehab (double-stacked plan)	2

Cost Estimate and Specifications

APP will prepare the technical specifications, which will be based on the City's modified Greenbook format. APP will also provide the City with a CD of our cost estimate spreadsheet, which can be added to by the City in preparing a bid summary after the Contractor's bids are received.

All plans shall be prepared in AutoCAD format. Digital files and one set of original mylars shall be provided to the City upon final approval. All submittals shall be in Microsoft Word format.

The APP Team will submit progress copies of the plans, and engineer's estimate at the 60%, 90% and 100% completion levels.

Legals and Plats

As identified in the RFP, we have assumed the preparation of 10 legals and plats in conjunction with curb ramp reconstruction. We have also assumed that the City will provide the necessary title reports in conjunction with this task.

Task I: Bidding Assistance

APP will provide assistance to the City in drafting responses in conjunction with addenda during the bidding period.

Task J: Construction Assistance

APP will provide the following services during construction as necessary:

- Provide responses to design questions and RFIs during construction.
- Review and approve cut-sheet submittals.

Task K: Public Outreach

Two public meetings shall be scheduled in the evening to help the City further understand community concerns and support for the project. A Public Meeting in an Open House format will be held at a location determined by the City. APP team members will plan and facilitate the meeting, provide exhibits and handouts/fact sheets and document the meeting comments and outcomes. APP's Project Manager and other appropriate technical staff will attend this meeting.

APP staff recently conducted a series of public outreach meetings in conjunction with the Richmond Street Widening Project in El Segundo and the Florence Avenue Widening Project in Santa Fe Springs. We were able to successfully obtain consensus through a series of subcommittee and public meetings despite dealing with a varied group comprised of residents, businesses and politicians.

Task L: Record Drawings

App will prepare record drawings in AutoCAD based on redline comments supplied by the City upon construction completion. The final record drawings will be submitted to the City as mylars and in digital format.

Task M: Constructability Review/QA/QC

Quality control will be an ongoing task throughout the duration of the project. The initial effort will be in the development of a project specific checklist that will establish specific tasks that need to be accomplished, the estimated completion date and a signature block for the project manager to sign that the task has been completed and reviewed. The quality control Officer for the project ensures that all checklist items are addressed by the project manager. In addition to the quality control by the project manager, a quality control committee comprised of at least two registered engineers that are not involved in the project will review the plans. The review committee will do a technical evaluation and constructability review of the plans, cost estimate and the project specifications. The review comments are transmitted to the project manager during a subsequent meeting.

6. Project Schedule

As requested in the RFP, we have included a detailed schedule identifying all pertinent tasks, the time required and milestone to complete each task, the time for the City's review, the time for revising drafts and the tentative completion of each task. This schedule has been developed based upon the start date of April 17, 2019. Significant project milestones are summarized as follows:

PHASE	DATE
Notice to Proceed	April 17, 2019
Utility Search, Research and Survey	May 13, 2019
Geotechnical Report	May 30, 2019
Submit 60% Plans and Engineer's Estimate	June 17, 2019
City 60% Plans and Estimate Comments	July 1, 2019
Submit 90% PS&E	July 29, 2019
City 90% PS&E Comments	August 12, 2019
Submit 100% PS&E	August 26, 2019
City 100% PS&E Comments	September 9, 2019
Submit Final PS&E	September 16, 2019

7. Contract Exceptions

APP does not have any exceptions, additions and/or deletions to the City's Professional Services Agreement (Appendix A).

8. Required Forms

As requested in the RFP, we have provided signed required forms that can be found in the Appendix of our proposal.

**EXHIBIT B
APPROVED FEE SCHEDULE**

Fee Proposal for Professional Engineering Services for the Street Resurfacing Project
RFP No. 1201-19

City of Manhattan Beach

Estimated Cost

CITY OF MANHATTAN BEACH

Street Resurfacing Project

FEE SCHEDULE

TASK	APP						APP Subtotal	Subs	TOTAL
	PM/QA/QC (\$190)	Sr Eng (\$170)	Sr Des (\$130)	Des Eng (\$115)	ADMIN (\$85)	Expense*			
Task A - Project Management and Meetings	32	12			8	\$200	\$9,000		\$9,000
Task B - Background Research			6	12		\$50	\$2,210		\$2,210
Task C - Utility & Agency Coordination			6	8		\$300	\$2,000		\$2,000
Task D - Field Review	12	24		24		\$40	\$9,160		\$9,160
Task E - Surveying and Site Conditions		2		2			\$570	\$26,950 ¹	\$27,520
Task F - Potholing							\$0	\$10,000 ³	\$10,000
Task G - Geotechnical	2	4					\$1,060	\$11,633 ²	\$12,693
Task H - 60%, 90%, & 100% PS&E Improvement Plans							\$0		\$0
Title Sheet (1)			4	8		\$20	\$1,460		\$1,460
General Notes, Typical Sections, Details (1)	2	4	6	6		\$20	\$2,550		\$2,550
Double-Stack Plan View Only Street (13)	24	48	40	120		\$300	\$32,020		\$32,020
Plan and Profile (2)	6	16	14	40		\$50	\$10,330		\$10,330
Legals and Plats (10)		48		60			\$15,060		\$15,060
Cost Estimate & Specs	8	12		20	4		\$6,200		\$6,200
Task I - Bidding Assistance	4	4		4			\$1,900		\$1,900
Task J - Construction Assistance	4	4		4			\$1,900		\$1,900
Task K - Public Outreach	12	12		12		\$500	\$6,200		\$6,200
Task L - As-Built Plans		4		16			\$2,520		\$2,520
Task M - Constructability/QA/QC	16						\$3,040		\$3,040
MANHOUR TOTALS	122	194	76	336	12		740		
FEE TOTALS - NOT TO EXCEED FEE	\$23,180	\$32,980	\$9,880	\$38,640	\$1,020	\$1,480	\$107,180	\$48,583	\$155,763

POTENTIAL ADDITIVE WORK

Double-Stack Plan View Only (2) Meadow Street	4	8	6	20		\$20	\$5,220		\$5,220
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¹ Huitt-Zollars

² Associated Soils Engineering, Inc.

³ Boudreau

*Mileage, printing, postage, mylars, refreshments at public meetings, overnight delivery costs

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

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

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

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

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

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

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

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code 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.

EXHIBIT D CONSULTANT'S PROPOSAL

Professional Engineering Services for the Street Resurfacing Project
RFP No. 1201-19

City of Manhattan Beach

1. Understanding Scope of Services

APP understands the City will secure a consultant to provide professional engineering services to effectively prepare construction plans, specifications and cost estimates (PS&E) for appropriate resurfacing treatments for several street segments to be resurfaced on an annual basis for the next three years. The City maintains it owns streets and has prioritized these project streets based on a completed Pavement Management Report.

The Consultant's scope of work shall generally consist of the preparation of plans, technical specifications and estimate (PS&E), providing the bidding document suitable for bidding and award of a formal unit price public works construction contract and construction support. All work shall conform to current Standard Specifications for Public Works Construction (SSPWC) Greenbook, Caltrans and City of Manhattan Beach standard plans and specifications.

Based on our field reviews and extensive previous experience on other rehabilitation projects, we have identified the following conditions and preliminary pavement recommendations at each location, including several potential additive streets (identified in blue text).

Year 1 (Construction Year 2019)

<p>19th St (Meadows Ave to Peck Ave)</p> <ul style="list-style-type: none"> • Fair condition • Mill and fill • Localized R&R • ADA deficiencies 		<p>17th Street (Cul-de-Sac to Meadows Avenue)</p> <ul style="list-style-type: none"> • Fair/poor condition • Reconstruct • Ramps okay 	
<p>27th Street (Laurel Avenue to Pacific Avenue)</p> <ul style="list-style-type: none"> • Fair/poor condition • Reconstruct • No C&G • ADA deficiencies 		<p>18th Street (Herrin Avenue to Redondo Avenue)</p> <ul style="list-style-type: none"> • Fair/poor condition • Mill and fill • Localized R&R • ADA deficiencies 	
<p>21st Street (Meadows Avenue to Herrin Avenue)</p> <ul style="list-style-type: none"> • Fair condition • Mill and fill • Localized R&R • ADA deficiencies 		<p>Flournoy Road (Valley Drive to 33rd Street)</p> <ul style="list-style-type: none"> • Fair condition • Mill and fill • Localized R&R 	
<p>Agnes Road (29th Street to Marine Avenue)</p> <ul style="list-style-type: none"> • Fair/poor condition • Reconstruct • No C&G • Missing ramps 		<p>Flournoy Road (Ardmore Ave to 19th Street)</p> <ul style="list-style-type: none"> • Fair/poor condition • Mill and fill • Localized R&R • ADA deficiencies 	
<p>Chestnut Avenue (17th Street to MBB)</p> <ul style="list-style-type: none"> • Fair condition • Mill and fill • Localized R&R • ADA deficiencies 		<p>Marine Avenue (Blanche Road to Valley Drive)</p> <ul style="list-style-type: none"> • Good/Fair condition • Mill and fill • Localized R&R 	

<p>14th Street (John St to Pointsettia Avenue)</p> <ul style="list-style-type: none"> • Fair condition • Mill and fill • Localized R&R • ADA deficiencies 		<p>Herrin Avenue (Marine Avenue to end of street)</p> <ul style="list-style-type: none"> • Good/fair condition • Mill and fill • Localized R&R • ADA deficiencies • Ramps okay 	
<p>15th Street (Ardmore Ave to Laurel Avenue)</p> <ul style="list-style-type: none"> • Fair condition • Mill and fill • Localized R&R • ADA deficiencies 		<p>Peck Avenue (School District to MBB)</p> <ul style="list-style-type: none"> • Fair condition • Mill and fill • Localized R&R • Ramps okay 	
<p>Magnolia Avenue (18th Street to MBB)</p> <ul style="list-style-type: none"> • Fair/poor condition • Reconstruct • Ramps OK 		<p>Rowell Avenue (Marine Avenue to MBB)</p> <ul style="list-style-type: none"> • Poor condition • Reconstruct • ADA deficiencies 	
<p>14th Street (Ardmore Avenue to Pacific Avenue)</p> <ul style="list-style-type: none"> • Good/fair condition • Mill & fill • Localized R&R 		<p>14th Street (Cul-de-Sac to Magnolia Avenue)</p> <ul style="list-style-type: none"> • Fair condition • Mill and fill • Ramps okay 	
<p>23rd Street (Meadows Ave to Herrin Avenue)</p> <ul style="list-style-type: none"> • Fair/poor condition • Mill and fill • Localized R&R • ADA deficiencies 		<p>Meadows Avenue (MB Blvd to 17th Street) Potential Additive Street</p> <ul style="list-style-type: none"> • Fair/poor condition • Mill and fill • Localized R&R • ADA deficiencies 	
<p>Meadows Avenue (17th Street to 21st Street) Potential Additive Street</p> <ul style="list-style-type: none"> • Fair/poor condition • Mill and fill • Localized R&R • ADA deficiencies 		<p>Meadows Avenue (21st Street to Marine Ave) Potential Additive Street</p> <ul style="list-style-type: none"> • Fair/poor condition • Mill and fill • Localized R&R • ADA deficiencies 	

Project Issues

Stretching the City's Construction Dollars

One of APP's primary objectives on pavement projects is to stretch the City's construction dollars. Our approach is more practical than theoretical. We have learned that many times geotechnical recommendations (and pavement management

reports) are overly conservative and that most streets, especially residential streets, have performed beyond their life-expectancy with little maintenance.

Examples of cost-saving strategies on specific APP projects are listed below. We have developed a cost comparison table (see next page), which provides a guide to comparing the various types of rehabilitation and reconstruction strategies.

Selecting the Correct Pavement Strategy

There are numerous factors that are involved in selecting the best pavement strategy, which must be carefully discussed with the City, including the following:

- Existing structural section, especially the AC pavement thickness. This will impact what type of pavement recycling strategy is possible (CIR vs. CCPR). Since we are anticipating a relatively thin existing AC section, CIR is not a realistic option. Additionally, the geometry of some of the streets does not lend itself to the “train” used for CIR construction.
- Budget. Mill and fill is generally the less expensive option, but other factors have to be considered.
- Condition of the existing subgrade. Failing subgrade will cost significantly more to remedy.
- Importance of sustainability (pavement recycling) to the City.
- Life-cycle construction costs. A longer lasting pavement strategy will probably not be the least expensive option.
- Existing crossfall or drainage problems. If either of these problems exist, the solution to fixing them will generally be more expensive.

Providing Realistic Construction Costs

One of the elements of the design of a project that APP pays special attention to is the preparation of realistic construction estimates. Our estimates are based on contractor bids for similar recent construction projects supplemented by direct discussion with APP’s construction personnel and contractors. We maintain a copy of actual bid results from our own design projects, as well as bid results from non-APP projects from our clients. Additionally, we prepare a preliminary cost estimate at the early design stage to determine whether the project is within the construction budget or if adjustments need to be made.

Strong and Practical Project Management

A project cannot be successful without effective project management. APP was founded on the philosophy of providing hands-on, experienced, proactive project management on all projects. This project will be no exception. Our proposed Project Manager, Matt Stepien, PE, brings more than 30 years of design and project management experience to the APP Team. Matt will not only be involved with project management and oversight, but will also be involved in day-to-day design of the project.

Cost-Effective Roadway Rehabilitation Expertise

Innovative, cost-effective solutions to improve the condition of the project roadways and appurtenances will be one of our primary focuses. APP Team members have completed the following recent significant rehabilitation projects:

- Over **nine miles of residential streets** for the City of La Mirada;
- Over **eight miles of arterial streets** for the City of Long Beach;
- Over **two miles of arterial and residential streets** for the City of Santa Fe Springs;
- Over **eight miles of residential streets** for the City of La Habra;
- Over **three miles of arterial streets** for the City of Pasadena;
- Over **ten miles of arterial streets** for the City of Lake Forest.

Profiles vs Plan-View Only Construction Documents

As identified in the scope of work section of this proposal, using plan and profile sheets should be considered for streets that will be totally reconstructed or where the centerline profile needs to be altered non-uniformly. Plan view only sheets help to minimize the design fees and significantly reduce the need for survey crews.

Roadway Reconstruction/Rehabilitation Costs		
Traditional AC/AB reconstruct		
item	unit cost	cost/SF
7.5" excavation	\$50/CY	\$0.70
3 " AC pavement	\$75/T	\$1.40
4.5" AB	\$50/T	\$0.98
subtotal		\$3.08
15% contingency		\$0.46
total		\$3.55
Full depth reclamation		
item	unit cost	cost/SF
3" AC cold mill	\$0.25/SF	\$0.25
8" FDR	\$0.80/SF	\$0.80
3" AC surface	\$75/T	\$1.40
subtotal		\$2.45
15% contingency		\$0.37
total		\$2.82
Recompact AB/reconstruct 3" AC		
item	unit cost	cost/SF
3" AC cold mill	\$0.25/SF	\$0.25
recompact AB	\$0.10/SF	\$0.10
3" AC surface	\$75/T	\$1.40
subtotal		\$1.75
15% contingency		\$0.26
total		\$2.01
1.5" AC/3 "cold central plant recycle		
item	unit cost	cost/SF
1.5" AC cold mill	\$0.20/SF	\$0.20
3.0" CCPR	\$1.00/SF	\$1.00
1.5" AC surface	\$75/T	\$0.70
subtotal		\$1.90
15% contingency		\$0.29
total		\$2.19
2" AC mill and fill		
item	unit cost	cost/SF
2" AC cold mill	\$0.20/SF	\$0.20
2" AC surface	\$75/T	\$0.95
subtotal		\$1.15
15% contingency		\$0.17
total		\$1.32

Identifying Cost-Saving Recommendations

The APP Team has established a reputation for developing innovative, cost-saving engineering designs throughout Southern California including:

- City of Downey – introduced the City to pavement recycling, resulting in **construction cost savings of millions of dollars**;
- Seal Beach – provided recommendations contrary to the existing geotechnical recommendations of a total reconstruction of Golden Rain Road, resulting in a **reduction in roadway construction costs of over 60 percent**.
- City of Costa Mesa – in conjunction with a peer review on Bristol Street, identified **pavement construction cost savings of almost 50 percent**;
- City of Santa Fe Springs – kept the existing AB section intact and only reconstructed the AC, resulting in construction cost savings of over 30%;
- City of Laguna Niguel – significantly reduced the recommendations provided in the pavement management program, resulting in a **construction cost savings of over 40 percent**.

Pavement Recycling Expertise

APP staff is current with recent developments in pavement recycling that are being utilized in the industry including CIR (cold-in-place recycling), CCPR (cold central plant recycling), and FDR (full depth recycling). For this project, if pavement recycling will be used, CCPR is probably the only feasible alternative. **We have preliminarily discussed pavement recycling alternatives with Pavement Recycling Systems, who is one of the premier recycling contractors in Southern California.**

Ensuring ADA Compliance

ADA compliance for the existing curb ramps within the project area is almost non-existent. As a handicapped engineer, our Project Manager takes ADA compliance seriously. **APP has designed over 300 curb ramps for the City of Long Beach over the last 5 years, and 100s more for other local municipalities** in Los Angeles and Orange Counties. As noted in the RFP, we will identify locations where non-compliant ramps can be replaced with a curb ramp that is more compliant, but not completely in compliance.

Constructability

“Successfully constructed without problems.” Those are the words that our project team loves to hear and has become accustomed to hearing consistently. Problems during construction can negatively affect everyone associated with a project. By utilizing our construction personnel during design, paying attention to the details and by carefully reviewing our quantities and bid items, we can hear those words on future projects with the City.



2. Methodology and Work Plan

The proposed project will be focused on pavement rehabilitation for various streets within the City, including miscellaneous concrete repairs; adjustments of utility and survey covers to grade, and minor striping. Due to anticipated budget shortfalls, as is the case for most public agencies, designing cost-effective solutions is a priority for APP staff.

Task A: Project Management and Meetings

APP shall attend a preliminary design meeting with City staff to review the project scope and schedule. Design criteria and technical project parameters will also be discussed. Regularly scheduled meetings are a key to keeping projects on schedule, avoiding pitfalls, and keeping the lines of communication open with the City so that surprises do not occur during the final stages of the project. We have assumed attending a total of three status meetings.

See Section 3. Project Management of this proposal for further specifics on the Project Management task.

Task B: Background Research

A thorough search of the available records will be conducted to acquire relevant data to assist in the design of the project. The information accumulated will include as-built drawings, utility information, existing right-of-way, house numbering maps, and horizontal and vertical control data. A summary log will be prepared reflecting all of the information collected.

Task C: Utility and Agency Coordination

Utility coordination will be ongoing throughout the duration of this project and will consist of the following tasks:

- Obtain plans showing location and size of all utility lines and appurtenances within the project area.
- Plot utility lines on Base Map.
- Cross check plotted locations above with field review information to insure that existing lines are shown in the proper location.
- Prepare and mail three sets of utility notices.
- Coordinate with affected utility companies regarding conflicts, relocations and improvements. Two (2) full sets of plans will be submitted for comment to each utility agency concurrent with APP's 90% submittal to the City for plan check.



Task D: Field Verification

The Project Team will review the project in the field to evaluate existing pavement conditions, identify pertinent surface features and constraints and identify curb ramps that are not ADA compliant. Physical features will be located by the Team in the field without using a survey crew, except as noted in the Surveying Section below. Extra effort will be expended to identify all non-compliant curb ramps. Specifically, all slopes, distances, and constraints will be identified with a smart level and measuring tape.

We will also take photographs of potential problem areas or items that need special attention. The photographs will be filed in photo albums with a written description of each picture. The albums serve as a constant reference during design and are invaluable when discussing issues at meetings. As stated in the RFP, APP staff will walk all of the streets with City staff prior to bidding and make any necessary revisions to the plans. **We also recommend a field review with City staff prior to the submission of the 60% plans to confirm the proposed pavement strategy for each street.**

Task E: Surveying and Site Conditions

Preliminarily we propose to provide ground survey only up to 3,500 feet, pending additional review and discussion with City staff. Work includes research, recovery of street centerline monumentation, level run and providing cross-sections at 50-foot

intervals, from curb to curb. The topographic information collected will include the location of all surface utilities between the curbs. If deemed during the preliminary design stage that total reconstruction of these streets is not required (or that the centerline profile can be maintained), the ground survey will not be obtained.

Base maps for the plans will utilize the City's 4" digital orthophotos and street centerline and parcel data information from the County's Assessor's Office. As noted in Task D above, field verification of existing physical features will be conducted for all streets to supplement the information contained on the County's data.

Task F: Potholing

As identified in the RFP, we have included a \$10,000 potholing budget to be used if recommended. For any proposed potholes, the APP Team will provide the following:

- list of potential conflict locations;
- pothole location plan to pertinent utilities;
- notify USA prior to potholing;
- coordinate with City regarding traffic control and permit.

Based on our previous experience for pavement rehabilitation projects in residential areas, we may not need potholing.

Task G: Geotechnical Investigation

Often on residential streets we do not have a geotechnical investigation prepared, if there are good record drawings, records of past pavement rehabilitation and good subgrade conditions. However, for this project, since we do not currently have access to any of this information, we are assuming the need for one. Specifically, we are proposing a limited investigation, focused on the following goals:

- Verify the existing structural section.
- Determine if macadam is present. If it is, the rehabilitation alternatives are reduced.
- Determine if pavement reinforcing fabric is present. If it is, note on the plans so that the Contractor cannot submit change orders for having to deal with the removal of the fabric.
- Determine if there are subgrade problems. If there are, total reconstruction will be needed.



Preliminary Site Review and Field Exploration

Prior to the start of fieldwork, Associated Soils (ASE) will review any available information. ASE understands that the City will provide access to utility information, geotechnical data, traffic data, traffic index, and other data on file with the City. ASE will clearly mark appropriate boring locations, notify Underground Service Alert, and coordinate with appropriate utility companies. Based on the attachments to the RFP and for the purpose of this proposal, ASE has assumed that coring/boring of the roadway segments shall be performed at a minimum of 24 locations along the subject alignments.

Field Exploration is to include the following items:

- Field review, including visual survey of pavement conditions and/or distress, cross streets and other observations.
- Obtain the necessary permits from the City of Manhattan Beach. It is assumed that any permits to drill the proposed corings will be provided at no cost to ASE.
- Coring of existing AC for observation and later laboratory testing at each of the proposed 24 boring locations to determine existing pavement and aggregate base thickness, as well as the presence, or absence of Macadam. Upon completion of the field exploration, all test holes will be backfilled with cold-patch asphalt. The field work is anticipated to take two (2) working days.

ASE shall provide the core machine, coring crew and traffic control according to the WATCH Manual, as necessary to protect the

traveling public and work force. Whereas the streets are considered residential streets, for the purpose of this proposal, it is assumed that neither professional traffic control nor a Traffic Control Plan will be required.

Laboratory Testing

ASE will provide a detailed measurement of thickness of the existing core, with any layering or pavement fabric noted and each core photographed adjacent to a measurement instrument and logged to correspond to the appropriate location.

Analysis, Evaluation and Preparation of Final Report

ASE will prepare a single Geotechnical Coring Investigation Report addressing results of the site inspections, existing pavement survey, field sampling, and laboratory testing. The final report will discuss and summarize all methodologies, findings, data, and conclusions made during the project.

ASE will provide a detailed, logical, comprehensive, well written, and easy to understand final report. The discussion will be directly linked to findings and observations made during this investigation. The report will include a detailed description of methods, procedures, rationale, as well as, descriptions of any instrumentation and equipment used. All data will be presented in appendices to the report and discussed in a scientifically sound manner.

Task H: Construction Plans, Specifications and Engineer’s Estimate

Improvement Plans

We have assumed using the City’s ACAD basemaps as identified in Addendum1, and preparing a 40-scale, double-stacked, plan view for all of the residential streets, with the exception of up to four plan and profile drawings. The profile will allow for the recreation of the centerline after it has been removed by the Contractor and also allow for any adjustments in the street crossfall. This is especially the case for 27th Street where there is an irregular flowline within the interior portion of the street.

One item that we would recommend adding to the plans is street addresses. We have found this to be valuable in the field for locating specific construction items, especially concrete improvement reconstruction.

We recommend reviewing the possible use of CCPR with the City on some of the streets. Although it will cost more than a mill and fill approach, it will provide a significantly thicker AC section and provide a longer pavement life.

Many of the existing ramps are not in compliance with current ADA standards. The deficiencies are due to steep slopes, lack of truncated domes and missing ramps. In conjunction with APP’s field reviews, all ramps will be thoroughly examined and measured and replacement ramps designed as necessary. We have assumed all ramps will be constructed utilizing standard plans, that special details/designs will not be required, and that curb ramps are not required where there is no adjacent sidewalk. Roadway cross sections will only be prepared for streets that are surveyed and are being reconstructed. Striping will be shown on the street improvement plans. We have included the preparation of 10 legals and plats for curb ramps.

The anticipated plan set will consist of the following sheets:

Description	# Sheets
Title Sheet	1
Typical Sections/Street Details	1
Street Plans (double-stacked plan)	13
Street Plans (plan & profile)	2
Signing and Striping	0
Total Sheets	17
Potential Additive Meadow Street Rehab (double-stacked plan)	2

Cost Estimate and Specifications

APP will prepare the technical specifications, which will be based on the City's modified Greenbook format. APP will also provide the City with a CD of our cost estimate spreadsheet, which can be added to by the City in preparing a bid summary after the Contractor's bids are received.

All plans shall be prepared in AutoCAD format. Digital files and one set of original mylars shall be provided to the City upon final approval. All submittals shall be in Microsoft Word format.

The APP Team will submit progress copies of the plans, and engineer's estimate at the 60%, 90% and 100% completion levels.

Legals and Plats

As identified in the RFP, we have assumed the preparation of 10 legals and plats in conjunction with curb ramp reconstruction. We have also assumed that the City will provide the necessary title reports in conjunction with this task.

Task I: Bidding Assistance

APP will provide assistance to the City in drafting responses in conjunction with addenda during the bidding period.

Task J: Construction Assistance

APP will provide the following services during construction as necessary:

- Provide responses to design questions and RFIs during construction.
- Review and approve cut-sheet submittals.

Task K: Public Outreach

Two public meetings shall be scheduled in the evening to help the City further understand community concerns and support for the project. A Public Meeting in an Open House format will be held at a location determined by the City. APP team members will plan and facilitate the meeting, provide exhibits and handouts/fact sheets and document the meeting comments and outcomes. APP's Project Manager and other appropriate technical staff will attend this meeting.

APP staff recently conducted a series of public outreach meetings in conjunction with the Richmond Street Widening Project in El Segundo and the Florence Avenue Widening Project in Santa Fe Springs. We were able to successfully obtain consensus through a series of subcommittee and public meetings despite dealing with a varied group comprised of residents, businesses and politicians.

Task L: Record Drawings

App will prepare record drawings in AutoCAD based on redline comments supplied by the City upon construction completion. The final record drawings will be submitted to the City as mylars and in digital format.

Task M: Constructability Review/QA/QC

Quality control will be an ongoing task throughout the duration of the project. The initial effort will be in the development of a project specific checklist that will establish specific tasks that need to be accomplished, the estimated completion date and a signature block for the project manager to sign that the task has been completed and reviewed. The quality control Officer for the project ensures that all checklist items are addressed by the project manager. In addition to the quality control by the project manager, a quality control committee comprised of at least two registered engineers that are not involved in the project will review the plans. The review committee will do a technical evaluation and constructability review of the plans, cost estimate and the project specifications. The review comments are transmitted to the project manager during a subsequent meeting.

3. Project Management

Our management philosophy includes the following:

Understand the proposed project. One of our trademarks is attempting to understand the details of the project during the RFP stage, so that we can avoid surprises during the design phase of the project. As a part of due diligence, we will typically review available existing information (geotech, alignments, studies, etc.), conduct field reviews, and ask questions to staff to ascertain the purpose of the project, identify potential stumbling blocks, determine all of the stakeholders, and identify budgetary deadlines and constraints.

The Right People for the Project. The APP team has extensive, relevant experience in performing pavement rehabilitation design for public agencies in Los Angeles and Orange Counties. The team that has been formed will hit the ground running, delivering quality reviews within the schedule set by the City.

Communication. Our team members have excellent track records communicating with clients and stakeholders. Frequent communication and tracking of project progress is integral to our approach to every plan check review.

Schedule Control. We have project management tools that forecast staff requirements and labor allocations to meet the City's needs.

Quality Assurance/Quality Control (QA/QC) Management Process. A key component to any project is QA/QC. Quality Control will be an ongoing task throughout the projects. The initial effort will be to establish the City's preferences for plan check review tracking, plan review correction formats, and communications protocol. APP's project manager will be responsible for overall QA/QC, and will ensure that all project plan reviews are being handled in accordance with City requirements. Quality control starts with understanding the project as we discussed above.

The Project Management task is directed at the organization, planning and control of the project team.

1. Maintain communication with the City's Project Manager throughout the duration of the project, including meetings to review the conceptual and preliminary plans as well as project status at 60%, 90%, and 100% design levels.
2. Prepare agendas of any special items of discussion and minutes serving as a communication record and listing any required follow-up actions.
3. Prepare and provide a detailed project schedule with updates as necessary.
4. Remain cognizant of the status of each task as it proceeds and make provisions to expeditiously resolve any issues that may impede progress.
5. Proactively initiate communication efforts with the City to address key issues in a timely fashion and bring any potential complex issues to the attention of the Project Manager as quickly as possible.
6. Coordinate project and approvals with the City.

Quality Assurance and Quality Control Process/Procedures

QA/QC is a key component for this project and will be an ongoing task throughout the project. The initial effort will be in the development of a project specific checklist that will establish specific tasks that need to be accomplished, the estimated completion date and a signature block for the project manager to sign that the task has been completed and reviewed.

Submittals: For each of the milestone submittals, the project manager will be responsible to ensure that the submittal meets the scope requirements. In addition to plan and specification review, the Project Manager will evaluate progress and review the results of the comparison with the Senior Design Engineer and develop a plan to keep the project within budget and on time.

Schedule: Our senior design engineer will prepare and maintain a Microsoft Project schedule that focuses on delivering the project. The schedule, task lists and progress reports will be used to list each task in the project to enable our Project Manager to hold members accountable for delivery. We will provide a summary report regularly that shows tasks completed, items that have changed, and schedule updates. Our Strategic Approach to a Quality Product:

- **Understand the Project:** Quality control starts at the beginning of the project through planning and controls. At the forefront of the project, our project manager will discuss the proposed scope of work, projected schedule, and estimated costs in detail with the City to ensure that the project scope and goals are fully understood from the onset.
- **The Right People for the Project:** Our project team has extensive, relevant experience in completing roadway projects in Los Angeles and Orange Counties. The team that has been formed will hit the ground running, delivering on schedule and within budget.
- **Communication:** Our project manager has an excellent track record communicating with clients, subconsultants, staff, and stakeholders. Frequent communication and tracking of project progress is integral to his approach to every project.
- **Familiar Subconsultants:** The subconsultants for this team have been selected because of their expertise, their prior performance, and we have successfully completed other projects together.
- **Schedule Control:** We have project management tools that forecast staff requirements and labor allocations three month in advance.



Street Design Checklist

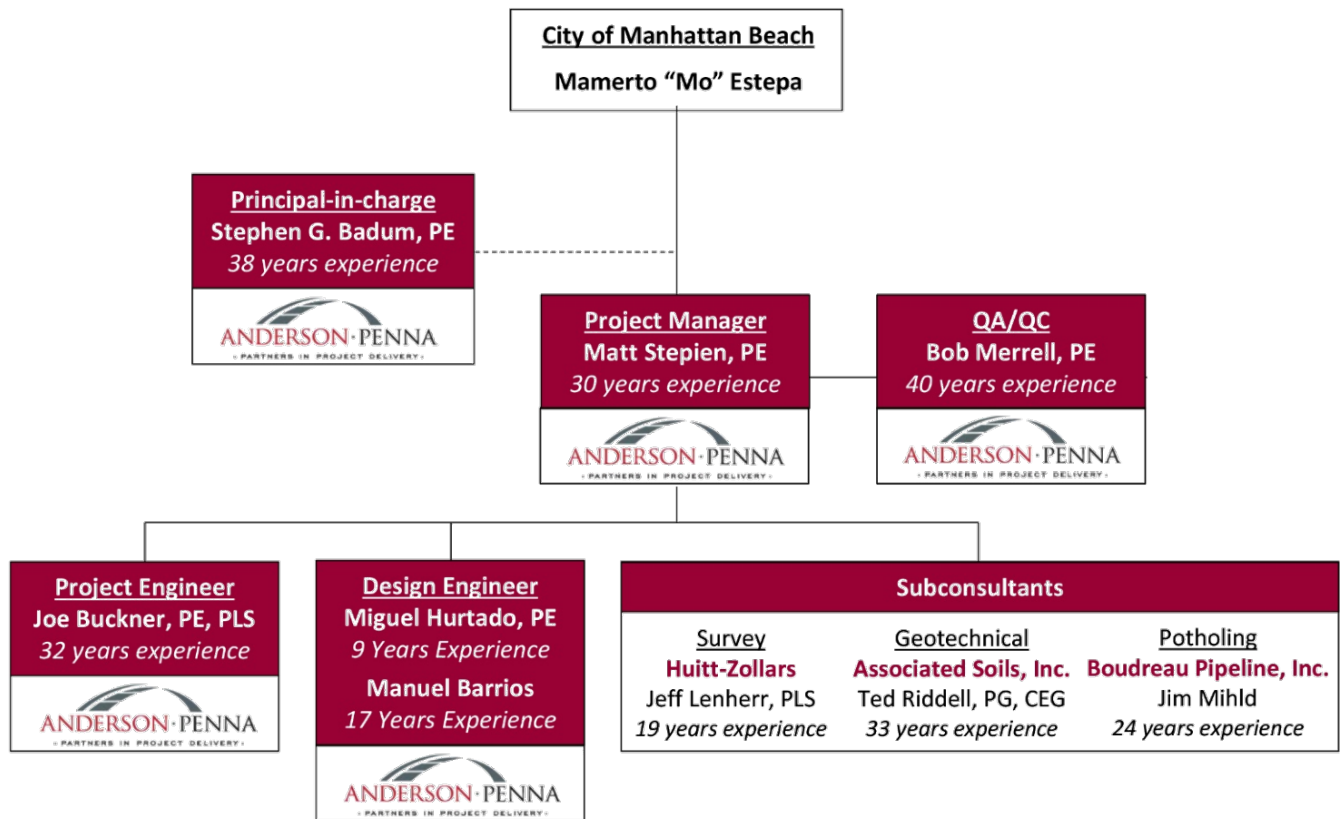
We have provided a typical APP Street Design Checklist on the following page of this proposal.

Street Design Checklist

Date Completed	Initials	Description
_____	_____	1. Research and Data Gathering <ul style="list-style-type: none"> a. Meet with client to review project b. Obtain as-built plans, maps, utility records, etc. c. Preliminary job-walk, photos, etc. d. Determine review process, including outside agencies e. Meet with outside agencies f. Research in-house files and mapping logs to obtain pertinent information from previous projects.
_____	_____	2. Conduct preliminary in-house design team meeting <ul style="list-style-type: none"> a. Review project assignment b. Clarify responsibilities c. Identify potential problems d. Develop project approach
_____	_____	3. Develop preliminary list of plans to be prepared
_____	_____	4. Review design checklists for types of plans to be prepared (street, storm drain, structural, etc.)
_____	_____	5. Refine project schedule from proposal
_____	_____	6. Submit first utility notice
_____	_____	7. Identify design constraints
_____	_____	8. Request outside services: <ul style="list-style-type: none"> ● Geotech ● Structural ● Landscaping ● Environmental ● Survey ● Other (specify)
_____	_____	9. List design assumptions
_____	_____	10. Prepare preliminary design (±60%) <ul style="list-style-type: none"> a. Alignment study b. Preliminary layouts c. Preliminary cost estimate (compare with budget) d. Alternatives analysis
_____	_____	11. QA/QC REVIEW
_____	_____	12. Revise per QA/QC Comments
_____	_____	13. Submit to client

Date Completed	Initials	Description
		14. Develop design parameters <ul style="list-style-type: none"> a. Stationing b. Cross sections c. Drawing scales d. Calculations e. Min longitudinal slopes f. Min and max cross-slopes g. Standard plans h. Specs
		15. Prepare ±90% plans and cost estimate
		16. Review with designer to identify: <ul style="list-style-type: none"> a. Intent b. Format c. Items to be added later (notes, details, etc.) d. Intermediate deadlines for present assignment
		17. Establish submittal and internal deadlines
		18. Review completed plans and calculations
		19. Obtain plans prepared by consultants
		20. Develop list bid items and prepare quantity estimates
		21. Prepare specifications (see flowchart for specifications)
		22. Prepare cost estimate
		23. QA/QC REVIEW
		24. Revise per QA/QC comments
		25. Make revisions; evaluate impacts of revisions on rest of project
		26. Submit plans to client and outside agencies for review
		27. Submit plans to utility owners for review
		28. Make revisions following reviews
		29. Submit final plans to client and agencies for approvals

Team Organization Chart



Subconsultants

The following subconsultants have worked with APP’s Project Manager, Matt Stepien, PE on several similar projects, including the Market Street Improvements project in the City of Long Beach. They have been selected for the specific experience and talent they will bring to the City’s project.

Subconsultant	Contact	Phone	Project Function
Huitt-Zollars, Inc. 2603 Main Street Suite 400, Irvine, CA 92614	Jeff Lenherr	(949) 988-5815	Survey
Associated Soils Engineering, Inc. 2860 Walnut Avenue, Signal Hill, CA 90755	Edward C. Riddell, PG, CEG	(562) 426-7990 x102	Geotechnical
Boudreau Pipeline Corp. 463 North Smith Ave., Corona, CA 92880	Jim Mihld, SUE Manager	(951) 493-6780	Pothing

HUITT-ZOLLARS Huitt-Zollars, Inc. has been providing professional surveying services to both public and private clients since 1964. Current and recent public clients include: State of California Department of General Services, Los Angeles County Department of Public Works, the Sanitation Districts of Los Angeles County, Orange County Public Works – Surveyor’s Office, Orange County Transportation Authority (OCTA), the Long Beach Redevelopment Agency, the Community Redevelopment Agency of the City of Los Angeles, Anaheim Redevelopment Agency, and the Cities of Anaheim, Downey, Long Beach and Mission Viejo.

Geotechnical services will be provided by **Associated Soils Engineering, Inc. (ASE)**, a California Corporation, incorporated in 1974. Headquartered in Signal Hill, ASE has been in business for 38 years providing services to many municipalities and special districts as well as private industry throughout Southern California.

Boudreau Pipeline Corporation (Boudreau) is proud to have built the wet utility and storm drain infrastructure that supports some of Southern California’s most recognizable private and public development projects.

5. Resource Allocation Matrix

As requested in the RFP, we have included a not-to-exceed fee for all work to be completed. The fee summary includes a cost and man-hour breakdown by scope of work task, consistent with the requirements of the RFP. The hourly rates for each individual assigned to the project is in accordance with APP's schedule of hourly rates. We have included a copy of our current billing rates, as well as escalated rates for the Year 2 and Year 3 projects.

As identified in our scope of work, we have included separate fees for the following two optional tasks:

- Ground survey for the six streets tentatively identified as need ing to be totally reconstructed.
- Preparing plan and profile sheets (as oppose to plan-view only sheets) for the same six streets that will be surveyed.

CITY OF MANHATTAN BEACH

Street Resurfacing Project

WORK BREAKDOWN STRUCTURE

TASK	APP					Subs
	PM/QA/QC	Sr Eng	Sr Des	Des Eng	ADMIN	
Task A - Project Management and Meetings	32	12			8	
Task B - Background Research			6	12		
Task C - Utility & Agency Coordination			6	8		
Task D - Field Review	12	24		24		
Task E - Surveying and Site Conditions		2		2		4 ¹
Task F - Potholing						40 ³
Task G- Geotechnical	2	4				113 ²
Task H - 60%, 90%, & 100% PS&E						
Improvement Plans						
Title Sheet (1)			4	8		
General Notes, Typical Sections, Details (2)	2	4	6	6		
Double-Stack Plan View Only Street (3)	24	48	40	120		
Plan and Profile	10	24	20	60		
Legals and Plats (10)		48		60		
Cost Estimate & Specs	8	12		20	4	
Task I - Bidding Assistance	4	4		4		
Task J - Construction Assistance	4	4		4		
Task K - Public Outreach	12	12		12		
Task L - As-Built Plans		4		16		
Task M - Constructability/QA/QC	16					
MANHOUR TOTALS	126	202	82	356	12	157
FEE TOTALS - NOT TO EXCEED FEE	13%	22%	9%	38%	1%	17%

¹ Huitt-Zollars

² Associated Soils Engineering, Inc.

³ Boudreau

6. Project Schedule

As requested in the RFP, we have included a detailed schedule identifying all pertinent tasks, the time required and milestone to complete each task, the time for the City's review, the time for revising drafts and the tentative completion of each task. This schedule has been developed based upon the start date of April 17, 2019. Significant project milestones are summarized as follows:

PHASE	DATE
Notice to Proceed	April 17, 2019
Utility Search, Research and Survey	May 13, 2019
Geotechnical Report	May 30, 2019
Submit 60% Plans and Engineer's Estimate	June 17, 2019
City 60% Plans and Estimate Comments	July 1, 2019
Submit 90% PS&E	July 29, 2019
City 90% PS&E Comments	August 12, 2019
Submit 100% PS&E	August 26, 2019
City 100% PS&E Comments	September 9, 2019
Submit Final PS&E	September 16, 2019

7. Contract Exceptions

APP does not have any exceptions, additions and/or deletions to the City's Professional Services Agreement (Appendix A).

8. Required Forms

As requested in the RFP, we have provided signed required forms that can be found in the Appendix of our proposal.