PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 6, 2017 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Psomas, a California corporation ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. 1101-17 (RFP) on November 7, 2016, seeking proposals for the provision of engineering services for Marine Avenue from Sepulveda Boulevard to Aviation Boulevard and the Liberty Village Improvement Project. Contractor submitted a proposal dated December 14, 2016 in response to the RFP.

B. Contractor 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 Contractor and Contractor 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. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Anissa Voyiatzes, Vice President (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor 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. Contractor 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. Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

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

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective through December 31, 2018, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Contractor be paid more than the total sum of $104,450.00 (the "Maximum Compensation").

The City Manager shall have authority to increase the Maximum Compensation by up to 20%; any further increase requires City Council approval.

B. Expenses. The amount set forth in paragraph 3.A. above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative 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. Contractor 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 Contractor 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 Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent

Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, 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 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 Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, 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 Contractor's permission. Contractor 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 Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor may perform similar Services for other clients, but Contractor 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 Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor 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, Contractor 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 Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor 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 final arbitration or court decision or by the agreement of the Parties. Contractor 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. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor 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. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor 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 Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor'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 final arbitration or court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Contractor's obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor 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 Contractor 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 8 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 8 shall survive the expiration or termination of this Agreement.

9. Insurance.

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

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

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 9.

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

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

B. Acceptability of Insurers. The insurance policies required under this Section 9 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 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 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 officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor 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, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 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 9 is canceled or reduced in coverage or limits, Contractor 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 Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the

requirements under this Section 9, 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 Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor 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 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor 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. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

K. Subcontractor Insurance Requirements. Contractor 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 9.

10. Mutual Cooperation.

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

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

11. Records and Inspections. Contractor 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. Contractor 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 Contractor at least five calendar days before the termination is to be effective. Contractor 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. Contractor 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 Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, 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 Contractor's reasonable control and not due to any act by Contractor.

14. Default.

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

B. If the City Manager or his delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor 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 Contractor 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 Contractor'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:	If to Contractor:
Attn: Prem Kumar, City Engineer	Anissa Voyiatzes, P.E., Vice President
City of Manhattan Beach	Psomas
1400 Highland Avenue	555 South Flower Street, Suite 4300
Manhattan Beach, California 90266	Los Angeles, California 90071
Telephone: (310) 802-5352	(213) 223-1461
Email: pkumar@citymb.info	anissa.voyiatzes@psomas.com

With a courtesy copy to:

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

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor 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. Contractor 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. Contractor 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 Contractor 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 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "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 Contractor 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 Contractor for anything done, furnished or relating to Contractor'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 Contractor, its employees, sub-contractors 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 Contractor, its employees, sub-contractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor 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 Contractor. 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 Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor 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 Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A, B and **C** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor'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 or federal 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 actual attorneys' fees, experts' fees, and other costs, 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

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

By: _____
Name: Bruce Moe
Title: Finance Director

Contractor:

Psomas
a California corporation

By: _____
Name: Steven Frieson
Title: Vice President

By: _____
Name: Anissa Vaiotelis
Title: Vice President

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
PSOMAS
a California corporation

March 8, 2017

THE UNDERSIGNED, being all of the members of the Board of Directors of Psomas, a California corporation (the "Corporation"), hereby adopt the following resolutions without a meeting as of the date set forth above, pursuant to Section 307(b) of the General Corporation Law of California:

RESOLVED that the following, being the Officers of the Corporation, be and hereby are authorized to execute any and all documents required to conduct the business of the Corporation, including, but not limited to contracts, leases and certifications;

IT IS FURTHER RESOLVED that any one signature of the Officers listed herein shall be sufficient to bind the Corporation;

RYAN E. McLEAN	President and Chief Executive Officer
LOREN L SOKOLOW	Chief Financial Officer, Treasurer, Assistant Secretary
DEBRA TILSON LAMBECK	Vice President, Secretary
CRAIG AHRENS	Vice President
JOSEPH ALABADA	Vice President
CHRISTINA ANDERSEN	Vice President
ALEJANDRO ANGEL	Vice President
ROSS W. BARKER	Vice President
BRETT BARNETT	Vice President
TEDDY C. BOLDEN, II	Vice President
JOSEPH L. BOYLE	Vice President
KATHLEEN BRADY	Vice President
SCOTT BRYANT	Vice President
BRIAN E. BULLOCK	Vice President
AGUSTIN CHANG	Vice President
JEFFREY CHESS	Vice President
MATTHEW D. CLARK	Vice President
MICHAEL J. CREHAN	Vice President
MIKE DALY	Vice President
TAMI EATON	Vice President
JEREMY L. EVANS	Vice President
PETER FITZPATRICK	Vice President
STEVEN FRIESON	Vice President
HARVEY GOBAS	Vice President
ERNEST GOMEZ	Vice President
CRAIG GOOCH	Vice President
DANNIE B. GREEN	Vice President
TIMOTHY G. HAYES	Vice President
CHARLES HEFFERNAN	Vice President
GREGORY A. HELMER	Vice President
MELISSA HOWE	Vice President
JIM HUNTER	Vice President
ROBERT J. IANNARINO	Vice President
ANN JOHNSTON	Vice President
JOAN PATRONITE KELLY	Vice President
BRUCE KIRBY	Vice President
JACOB LIPA	Vice President

STEVE MARGARONI	Vice President
FRANK MARTIN	Vice President
BERNIE McINALLY	Vice President
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This Unanimous Written Consent shall be filed with the Minutes of the proceedings of the Board of Directors, and the actions taken hereby shall have the same force and effect as if taken at a meeting duly called and held.

Blake Murillo

Alejandro Angel

Matthew D. Clark

Gary H. Hunt

Joan Patronite Kelly

Steve Margaroni

Ryan E. McLean

Cliff Simental

Donald Lee Whiteley

EXHIBIT A
SCOPE OF SERVICES

PSOMAS

Professional Engineering Services for

Marine Avenue and Liberty Village Improvement Project

City of Manhattan Beach, Public Works Department

RFP#1101-17 | Proposal | **Finalized: 3.27.17** (Original Submitted: 12.14.16)

PSOMAS

Balancing the Natural and Built Environment

Originally Submitted: December 14, 2016
Finalized: March 27, 2017

Mr. Ish Medrano, Project Manager
City of Manhattan Beach, Public Works Department
City Clerk's Office
1400 Highland Avenue
Manhattan Beach, CA 90266

Subject: Professional Engineering Services for Marine Avenue and Liberty Village Improvement Project (RFP 1101-17)

Dear Mr. Medrano,

Addressing the resurfacing needs within the Liberty Village area and on Marine Avenue are critical to providing safe and sustainable routes for motorists and residents alike. Psomas understands this need and has the plan in place to address pavement rehabilitation and ADA compliance while keeping costs within the $1.6 million budget ($800,000 for each segment) which was provided by Proposition C and designated Measure R Local funds.

As our proposal demonstrates, Psomas is uniquely qualified to deliver this project within the allotted six month period for the following reasons:

We understand the City's budget constraints and have the appropriate approach to meet it. As part of our proactive approach, we have preliminarily consulted with a local and reputable pavement recycling expert whom provided an estimate for cold-in-place recycling (CIR) and pavement rehabilitation for this project. Based on the estimates, we have determined that a careful balance between pavement rehabilitation techniques and other desired improvements need to be undertaken to stay within budget. **LaBelle Marvin**, a pavement engineering specialist and a long-standing partner of Psomas for more than 15 years will be performing the critical work of geotechnical testing and investigation to arrive at said balance.

We have a priority plan for ADA curb ramp improvements. The core of our approach to delivering this project as efficiently and effectively as possible hinges on the ability to simultaneously balance multiple needs of the project within the available budget. We believe our approach of prioritizing ADA curb ramp reconstruction, detailed in the Section B: Methodology and Work Plan, is practical based on the significance of curb ramp locations.

We have a thorough plan to provide a definite right-of-way solution to the south side of Marine Avenue between Peck and Herrin Avenue. Based on our knowledge of the project, it is one of the City's objectives for the City's right-of-way line to be known and established between said limits. By focusing its research on the underlying owner of the street against available record, Psomas is confident that a firm determination and delineation of right-of-way line can be achieved.

555 South Flower Street
Suite 4300
Los Angeles, CA 90071-2405

Tel 213.223.1400
Fax 213.223.1444
www.Psomas.com

More importantly, the **Psomas Team has the necessary resources and expertise to get the job done.** As a premiere engineering and surveying firm, Psomas offers the City a team of professional experts that specialize in Public Works transportation projects. The team we offer to you has a history of working together on similar projects for South Bay Cities, including the City of Manhattan Beach. Our work plan and schedule are structured to satisfy the City's budget and schedule.

Thank you for the opportunity to submit the enclosed proposal. The conditions noted in the Professional Services Agreement are acceptable, and we will honor this proposal for 90 days from today's date. We are confident you will find our Team's experience and capabilities to be an excellent match to the needs of this project, and we stand ready to commence work immediately. If you have any questions or need additional information, feel free to contact me at (213) 223-1461, or at avoyiatzes@psomas.com. We look forward to continuing our relationship with the City and to building one with you, Mr. Medrano.

Psomas acknowledges receipt of Addendum 1 and Addendum 2. Signed acknowledgements of these addenda are included in the Appendix.

Sincerely,

PSOMAS

Anissa Voyiatzes, PE, QSD, ENV SP
Vice President
Officer-in-Charge and QA/QC Manager

Arief Naftali, PE, TE, EE, ENV SP
Project Manager

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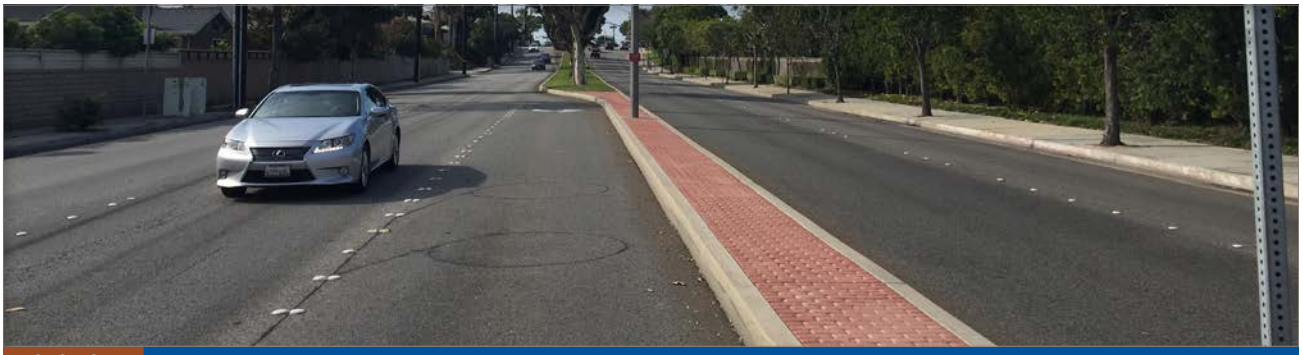
A Understanding Scope of Services



SECTION

A

Understanding Scope of Services

PROJECT UNDERSTANDING

The City of Manhattan Beach seeks to retain an engineering consultant to develop pavement rehabilitation strategies that will include recommendations for the project scope and construction cost estimate that fit the City's available project funding budget of $1.6 million, followed by final construction design plans, specifications, and estimates (PS&E) for pavement rehabilitation and ADA accessibility improvements. This project is in the current year Capital Improvement Program (CIP) budget to be ready for construction by July 2017.

The City has received $800,000 in Proposition C funding for Marine Avenue improvements between Sepulveda Boulevard and Aviation Boulevard, and $800,000 in Measure R Local funds for the rehabilitation of Liberty Village. Marine Avenue is an east/west six-lane divided arterial providing vehicle and pedestrian passage not only for the City of Manhattan Beach, but for the entire South Bay. The corridor has landscaped raised medians and serves primarily residential properties. Local streets within Liberty Village were constructed as private streets and serve the homeowners who live in the community. The pavement on Marine Avenue and the local streets in Liberty Village are in need of rehabilitation. The streets require rehabilitation due to the pavement distress and patch deterioration that has occurred over the pavement design life.

The project will not only rehabilitate the existing pavement, but also provide critical pedestrian accessability improvements for the corridor and Liberty Village community by upgrading curb ramps to meet current ADA requirements, to the extent possible. Additionally, striping will be refreshed and impacted traffic signal loops will be restored at each intersection, as-needed.

Psomas is best qualified to deliver this project, having designed similar rehabilitation projects for Manhattan Beach and neighboring South Bay cities recently, including several Measure R projects for the City of Torrance and City of Gardena. On the following pages, we demonstrate our Team's understanding of the goals and objectives the City has, and the need and purpose of this project.

Assembling the 'A' Team

Psomas has assembled a comprehensive, dedicated, and experienced team of professionals who have performed a site evaluation, prepared a preliminary construction cost, reviewed existing utility information and roadway records to ensure we have a thorough understanding of the work. **Cost effective roadway rehabilitation and ADA compliance is our specialty**, making the Psomas Team the perfect fit for this project. Our Team will be led by Arief Naftali, a California-licensed Civil, Traffic, and Electrical Engineer whose experience and expertise will help guide this project to success. The benefit to the City is that we can hit the ground running since the 'A' Team has a wide range of experience in various aspects of roadway/highway design, pavement/materials engineering, and has recently completed projects similar to Marine Avenue and Liberty Village improvements.

There is no learning curve with the Psomas Team!

Key Design Issues and Solutions

This project has unique challenges that must be addressed in the design to ensure the City's project goals and objectives are achieved. Key project requirements and elements to be addressed include the following:

Issue 1 - Pavement Design

The existing asphalt concrete (AC) pavement on Marine Avenue shows widespread signs of deterioration throughout the corridor. The streets in Liberty Village were constructed as private streets in the 1950s and the existing AC pavement also shows signs of distress, although less than what is shown on Marine Avenue. Psomas has the proven expertise and experience in roadway rehabilitation designs (this is our bread and butter!). Our initial field review of the pavement and knowledge of the project revealed the following on Marine Avenue:

- The majority of the roadway pavement shows signs of alligator cracking, patch deterioration, and block cracking. The City is considering pavement rehabilitation applicable for near-coastal areas, such as cold in-place recycling (CIR) or micro resurfacing in order to mitigate this issue while maintaining the project budget and reducing the impact to the community during construction.
- The roadway was resurfaced about 10 years ago with a 1½-inch grind and overlay and a rubberized aggregate slurry seal. The City anticipates a 4-inch CIR for Marine Avenue and a 3-inch CIR for the streets within Liberty Village. The recycled pavement will have an improved base, along with a section of Type B AC on-top.
- As described earlier, some pavement distress can be observed on the streets of Liberty Village as shown in the exhibits to the right. A CIR improvement mentioned in the Request for Proposals (RFP) will most likely be a viable course of treatment, provided that decent base can be confirmed.

Psomas, with support from LaBelle Marvin, Inc., recommends a thorough geotechnical investigation to validate the City's intent to recycle the existing soil or make other recommendations on alternative rehabilitation methodologies with the intent to find cost savings.

Exhibit A: Pavement within Liberty Village. High severity patch deterioration

Exhibit B: Liberty Village low severity pavement distress.

Exhibit C: Liberty Village moderate pavement distress (longitudinal and alligator cracking)

MARINE AVENUE IMPROVEMENTS				
Description	**Est. Qty.**	**Unit**	**Unit Price**	**Extended Amount**
Miscellaneous				
Mobilization/Demobilization (Not to Exceed 10% of Subtotal)	1	LS	$50,000	$50,000
Traffic Control (Including Construction Signs and CMS)	1	LS	$40,000	$40,000
BMPs/SWPPP	1	LS	$15,000	$15,000
Permits and Fees	1	LS	$5,000	$5,000
Survey, Monumentation Preservation and Restoration	1	LS	$5,000	$5,000
Signing and Striping	1	LS	$25,000	$25,000
Road Construction				
Furnish and Install PCC Curb Ramps (1st Priority Ramps)	7	EA	$2,500	$17,500
4" CIR Asphalt Concrete Base (AC)	36,111	SY	$10	$361,111
Furnish and Install Asphalt Concrete (1-1/2 in assumed Type B)	3,064	TONS	$75	$229,800
Adjust Utility Manhole and Valve	25	EA	$750	$18,750
			Subtotal =	$742,161
			Contingency (15%) =	$111,324
			CONSTRUCTION TOTAL =	**$853,485**
Engineering Design Services	1	LS	$53,605	$53,605
City's Construction Management	1	LS	$50,000	$50,000
			Design & Support Service Total:	**$103,605**

LIBERTY VILLAGE IMPROVEMENTS				
Description	**Est. Qty.**	**Unit**	**Unit Price**	**Extended Amount**
Miscellaneous				
Mobilization/Demobilization (Not to Exceed 10% of Subtotal)	1	LS	$25,000	$25,000
Traffic Control (Including Construction Signs and CMS)	1	LS	$25,000	$25,000
BMPs/SWPPP	1	LS	$15,000	$15,000
Permits and Fees	1	LS	$5,000	$5,000
Survey, Monumentation Preservation and Restoration	1	LS	$5,000	$5,000
Signing and Striping	1	LS	$7,500	$7,500
Road Construction				
Furnish and Install PCC Curb Ramps (1st Priority Ramps)	19	EA	$2,500	$47,500
3" CIR Asphalt Concrete Base (AC)	50,000	SY	$8	$400,000
Furnish and Install Asphalt Concrete (1-in assumed Type B)	2,610	TONS	$75	$195,750
Adjust Utility Manhole and Valve	25	EA	$750	$18,750
			Subtotal =	$737,000
			Contingency (15%) =	$110,550
			CONSTRUCTION TOTAL =	**$847,550**
Engineering Design Services	1	LS	$50,845	$50,845
City's Construction Management	1	LS	$50,000	$50,000
			Design & Support Service Total:	**$100,845**

In each of the preliminary estimates on the previous page, the City's budget is exceeded by slightly more than $100,000. With this as the starting point, Psomas intends to develop and discuss with the City alternatives that meet the project goals and objectives while staying within the available budget.

Psomas recognizes the potential funding limitations on this project as shown on the previous page. The project budget demonstrates the need to balance the rehabilitation requirements, desired pavement life, and ADA curb ramp upgrade priorities. Psomas will present viable alternatives for rehabilitating both Marine Avenue and Liberty Village that meet the City's budget as a first priority. Options could include alternate pavement rehabilitation treatment for outside lanes versus inside lanes on Marine Avenue and prioritization of ADA curb ramp upgrades within the Liberty Village neighborhood.

Issue 2 - ADA Curb and PCC Improvement Priority

One issue that is readily apparent during our site evaluation is the lack of ADA compliance of the existing curb ramps. ADA accessibility in roadway design is our specialty. We have developed documentation tools and an evaluation methodology that will be used for the ADA compliance evaluation of Marine Avenue's 20, and Liberty Village's 53 non-compliant ramps. **One way of striking balance between pavement improvements and ADA improvements is to develop a prioritized reconstruction list that guides the City on which curb ramps to reconstruct first followed by those ramps that could wait for future funding.**

Based on consultation with the City, we assessed and determined curb ramps that are located adjacent to roadway receiving rehabilitation as more critical than others. Accordingly, **Figure 1** and **Figure 2** on pages 6 and 7 lay out the relative importance and prioritization of curb ramp improvements along Marine Avenue and Liberty Village. Curb ramps that are adjacent to cross gutters will be preserved due to the fact that cross gutters are to be protected in-place.

Issue 3 - Right-of-Way on the Southside of Marine Avenue

Based on our knowledge, the public right-of way on Marine Avenue between Peck Avenue and Herrin Avenue needs to be investigated and firmly established to validate the easement and/ or right-of-way the City has. Right-of-way within this limit will be determined by delineating whether or not the landscaped island and frontage road are within the public right-of-way. Our initial research using digital mapping software (LandVision) and County of Los Angeles Assessor's maps confirmed that the right-of-way width is 82-feet with a 20-feet easement between Marine Avenue and adjacent private owners. Ownership of the underlying street will be checked against available records including legals and plats, assessor maps, tract maps, and parcel maps. Right-of-way will be verified and determined during the preliminary engineering phase before the design commences to verify this condition.

Issue 4 - Utilities

As with all construction projects, early and effective coordination with utilities in the design phase is critical to a project's success. The Psomas Team has an excellent track record of partnering with utility surveyors, and our experience and expertise will prove to be indispensable for this project. Most recently, we conducted early, frequent, and meticulous outreach to the utility owners in the planning and design process for the City of Gardena on their Rosecrans Avenue Improvements Project. This project required coordination and design with vital utilities including Chevron, Southern California Edison, and the Los Angeles County Flood Control

Exhibit D: Westbound Marine Avenue. Moderate pavement distress (block cracking) and potential utility adjustment.

District which was crucial to the project success. We also recently completed the same effort for the City of Beverly Hills for their two-mile North Santa Monica Boulevard Reconstruction Project. Our project management tools, experience, and utility agency relationships will prove to be a great benefit to the City of Manhattan Beach.

Adjustments to grade may be necessary depending upon the chosen alternative of pavement rehabilitation. Our recent experience on the Rosecrans Avenue Project revealed that identifying the need for adjustments early will prevent change orders during construction. The need for utility relocations is not anticipated for your project, however, we will confirm that early in the design process. The potential need for utility vaults adjustment will also be identified early so that solutions can be developed to mitigate any impacts to the project.

Preliminary research reveals that the following utilities could be impacted by the project:

UTILITY	OWNERS
Communications	• Cown Castle, Inc. • Terradex, Inc. • AT&T • Verizon • T-Mobile • Century Cable • XO Communications
Electrical	• Southern California Edison
Fiber Optic	• Zayo Group
Fuel	• Plain all American Pipeline • Shell Oil Pipeline
Gas	• Southern California Gas
Stormwater	• Los Angeles County Department of Public Works (Flood Control District)
Traffic	• Los Angeles County Department of Public Works (Road Department)
Water	• Metropolitan Water • Golden State Water • West Basin Municipal Water District

Issue 5 - Traffic Design

With a Project Manager who is both a licensed Civil and Traffic Engineer, Psomas has the team in place to address all traffic engineering issues. Based on our site evaluation, it is clear that the impacted traffic signal detector loops will need to be restored in kind and shown on the striping plans. Continuing the City's effort to relieve congestion and provide a safe multi-modal transportation system, we will include a new Class II bike lane on westbound Marine Avenue. Marine Avenue is designated as a Class II bike corridor per the City's 2014 Draft Mobility Plan.

Issue 6 - Coordination and Stakeholders

Coordination with stakeholders is crucial to the project success. Psomas is sensitive and understands the unique nature and concerns of beach communities, especially projects that abut residential areas. Psomas will work to determine early on which stakeholders will need to be consulted in the design process and will work with the City to provide project information, and obtain consensus as-needed. Major stakeholders may include the residents of Liberty Village, the Los Angeles County Flood Control District, and local businesses and residents along Marine Avenue within project limits.

Issue 7 - Project Budget

As stated earlier, Psomas intends to help the City in achieving the most cost effective set of solutions with available funds in this project. To that end value engineering pavement improvement choices is an integral part of the proposed strategy. Balancing rehabilitation needs, desired pavement life, and ADA curb ramp upgrade priorities will be essential for budget planning. Our commitment to you is to find the best way to optimize every dollar available for this considerable improvement to the community. In this case, this means working with our Psomas Team to develop the most cost effective alternatives that meet the goals and objectives of the project and are in line with your expectations.

FIGURE 1: PRIORITIZED CURB RAMP IMPROVEMENTS ALONG MARINE AVENUE

Legend

1 1st priority 2 2nd priority

FIGURE 2: PRIORITIZED CURB RAMP IMPROVEMENTS IN LIBERTY VILLAGE

Legend

1 1st priority 2 2nd priority

B Methodology and Work Plan

SECTION

B Methodology and Work Plan

INTRODUCTION

The Psomas Team has reviewed and accepts the Scope of Work as outlined in the City's RFP. The following describes in more detail the scope tasks based on our field review of the project, knowledge of the project, review of available as-built records, and our knowledge and experience gained from working on rehabilitation of roadways and pedestrian access throughout Southern California. We intend to employ these tasks to successfully implement the goals and objectives of the project.

Task 1. Project Management and Administration

Psomas' approach to project delivery involves a combination of administrative or management steps and procedures that ensures that the project scope objectives are met, on time and within budget. The elements of our project management approach are founded on continuous communication, comprehensive documentation, and meticulous quality control. The Psomas management approach is discussed in detail in the Project Management Section. We will work closely with Mr. Medrano to serve as a seamless extension of the City's staff.

Project Meetings and Communication

Communication starts with scope negotiation, a signed contract and a kick-off meeting, and continues through the completion of the project. We assume the following meetings:

- One kickoff meeting
- One site visit with City staff and two other visits by the design team
- Up to four project progress meetings (assuming a monthly meeting for a 5-month design duration)
- One stakeholder meeting

Kickoff Meeting

The kickoff portion of the meeting is used to introduce City staff and consultant team members, and to "redefine" the project in order to ensure that everyone has the same understanding of what is to be achieved. During the meeting, those in attendance have the opportunity to introduce themselves, state their role in the project, identify their most important goal(s) for the project, and identify critical concerns or potential pitfalls.

Project Progress Meetings

We will conduct progress meetings (every 3 months) with City staff to provide overall project status updates, schedule and budget updates, address critical issues, and provide the required coordination prior to and after any stakeholder, agency, or community meeting. Psomas will prepare and distribute meeting agenda to the proposed attendees prior to the meeting. Meeting minutes will also be prepared and distributed after the meeting.

Effective Scheduling

We have included, a preliminary schedule for completing each task required for this project, and we propose to update the schedule on a monthly basis. This will improve your Project Manager's reporting, help identify problems that may result from delays, and readily afford the opportunity for modifying the schedule, when deemed necessary. As a result, the deliverables are completed on schedule, with all parties knowing exactly where the project stands at all times.

Stakeholder Coordination

Psomas will perform the outreach services defined in the RFP including presenting at two community meetings and two City Council meetings. This project will require coordination with residents within Liberty Village community and adjacent to Marine Avenue. Psomas will assist the City with preparing materials to be presented to the community. Coordination with the Los Angeles County Public Works Department may be required as they own and maintain the signals at Aviation Boulevard and Sepulveda Boulevard. We will gain agreement in advance from Los Angeles County to incorporate loop restoration as part of the striping plan, submit striping plans to the Traffic and Lighting Division, and designate bicycle-sensitive loops at signalized intersections in compliance with California Manual on Uniform Traffic Control Devices (CA MUTCD) Chapter 4.

It is important to keep the community and stakeholders informed of the efforts during the design phase of the project.

Task 2. Preliminary Engineering

Research and Field Investigation

The Psomas Team will research and obtain all available street improvement, signing and striping, traffic signal record drawings and utility plans available for the project area. We will conduct field investigations to verify existing surface features on the plans and identify missing features as applicable. The field review will include work necessary to inspect the project site with respect to needs for preparing engineering plans, including ADA accessibility and compliance. The field investigation will also consist of Psomas team members thoroughly investigating existing curb ramps and delineating the proposed improvements with a measuring wheel and smart level. The following illustrates the design tools developed in-house to facilitate the evaluation and documentation of curb ramp compliance.

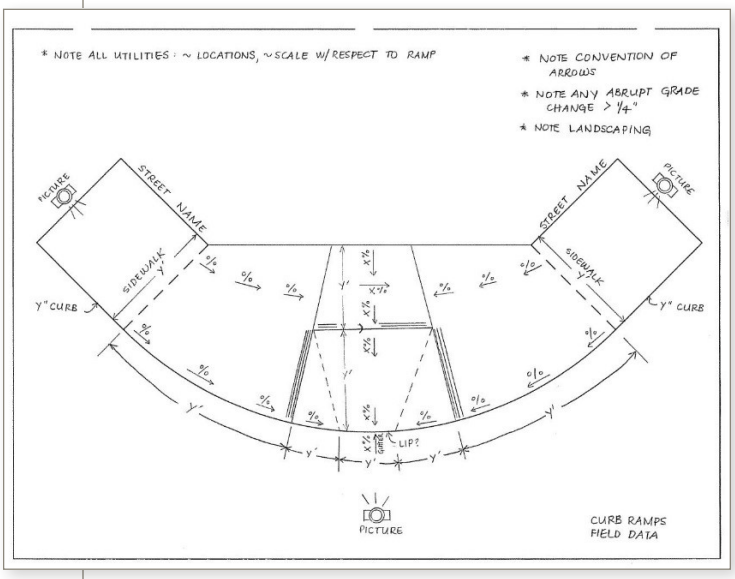
Curb Ramp Field Survey

Each curb ramp to be replaced will be field verified for record and reference purposes. A template form for each ramp will be completed to document existing conditions **(see Figure 3)**. All critical slopes and distances will be verified using a smart level and measuring tape.

In addition, a minimum of one photograph of each ramp will be taken and the field notes will be made available to the City.

Through field measurement we will be able to determine and define work limits for the preparation of the base maps. The Contractor will match grades from edge of pavement to edge of pavement, so the need for topographic survey is deemed non-essential. Existing physical street improvements, utilities and obstructions, signing and striping and other relevant items would be located in the field with sufficient precision to be shown accurately on the design plans. All information obtained from records would be verified in the field in conjunction with this review.

Figure 3: Curb Ramp Field Survey Template



Right-of-Way Services

Record Centerline & Right-of-Way Base Map

Psomas will research available record maps such as Assessors Maps, Tract Maps, and Parcel Maps to establish centerline and right-of-way lines. The centerline and right-of-way lines will then be overlaid on to the color digital orthophoto image. The final deliverable will give you a graphic depicting where street right-of-way is in relation to the improvements.

Exclusions

The review of title reports or the plotting of easements is not included in this scope of work. In addition, scope of services excludes any field work including the preservation of survey monuments. Preservation of survey monuments shall be the Contractor's responsibility, and will be defined as

such in the contract documents. The preparation of required plats and legal descriptions is not expected to be required, and thus is not included in this task, nor in the final design.

Utilities

Psomas will request maps and records from utility owners with facilities within the project limits and field verify the major utilities that are impacted. Utilities will be plotted on the project base sheets from the data received combined with the above ground utility features obtained from the field review. A utility matrix will be prepared to verify that all utility agencies have responded and contact information so that plans can be coordinated during the design phase.

All existing utilities will be mapped using the American Society of Civil Engineers (ASCE) Subsurface Utility Engineering (SUE) guidelines to provide clear definition of the source of the data for the location of the existing utilities. This method ensures that all stakeholders, including the contractor, are aware of the level of accuracy and risk associated with all existing utilities.

Coordination with affected utilities will continue throughout the design process to ensure any conflicts resulting from proposed roadway improvements are identified, and resolved prior to construction or made part of the Contractor's responsibility.

Base Mapping

Psomas will use 1-foot pixel resolution, color digital orthographic images from 2014 covering the entire one-mile stretch of Marine Avenue and all the streets within the Liberty Village community. The field investigation will also be used to prepare an AutoCAD base map for final design plans.

Geotechnical Investigation and Report

Psomas will perform the pavement evaluation review/design services of existing soil condition and come up with a two alternative rehabilitation methodology for Marine Avenue and Liberty Village.

LaBelle Marvin has been partnering with Psomas for more than 15 years to provide expert pavement recommendations throughout Southern California. For this project, LaBelle Marvin proposes to use in-place deflection testing and analysis and 22 cores to provide alternate pavement rehabilitation recommendations. Their services will include the following:

- **Marine Avenue Pavement Investigation**: Proposed investigation along the existing travel lanes along Marine Avenue will utilize a combination of in-place deflection strength testing, by Falling Weight Deflectometer, to define the current roadway strengths combined with pavement core sampling to explore and define present street conditions, layer thicknesses and where detectable, prior resurfacing history. Ten proposed pavement cores at 200-foot intervals per CA Test Method 356 for arterial roadways. Pavement core data will be combined with laboratory soil strengths, projections of future traffic use and in-place strength testing to develop appropriate replacement sections with current structural needs and reinforcement requirements based upon the *California Highway Design Manual for Flexible Pavement and Roadway Rehabilitation.*
- **Liberty Village Pavement Investigation**: The structural pavement investigation proposed within the Liberty Village neighborhood shall be limited to a material only study utilizing pavement core sampling to explore and define present street conditions. Twelve proposed pavement cores at 200-foot intervals per CA Test Method 356 for arterial roadways. Pavement core data will be combined with laboratory soil strengths and projections of future traffic use to develop appropriate replacement sections based upon the *California Highway Design Manual* for Flexible Pavement and Roadway Rehabilitation. Reinforcement requirements shall be based upon component analysis for current structural needs

In-Place Deflection Testing and Analysis

Non-Destructive Pavement Deflection (CA 356) data shall be gathered from each existing traveled lane on Marine Avenue between Sepulveda Boulevard to Aviation Avenue, at a maximum of 200-foot testing intervals, using the JILS Falling Weight Deflectometer, imposing a series of 9,000 pound loads per California Test Method 356.

- Data obtained will include 10 sensor readings recorded within the deflection basin at each test point. Pavement deflection sensors are generally spaced 6-inches to 12-inches on center, defining the specific pavement deflection basin under loading. During deflection testing operations, notes of visual pavement conditions and/or distress, cross streets, presence or absence of curb and gutter, and other such observations shall be logged. Correlating data will include pavement temperature and GPS documentation at each test location
- Data analysis shall provide a typed tabulation of all deflection measurements and field notes locating cross streets, pertinent landmarks, field conditions, etc. shall be included within the final report. The tabulation shall include the reading of all sensors, as well as an equivalent Traveling Deflectometer deflection at the loading point.
- An engineering review of test data to isolate or separate limits of similar deflection response for statistical summary of data (providing the 80th percentile deflection) shall be performed.
- LaBelle Marvin's Falling Weight Deflectometer testing equipment, operator, and recorder will be provided by LaBelle Marvin, Inc. Professional Traffic Control shall be provided per *Work Area Traffic Control Handbook (*WATCH) standards.

Pavement Coring and Soil Boring

Pavement coring of the in-situ roadway materials shall be performed on Marine Avenue and select roadway segments within the Liberty Village neighborhood to determine pavement thicknesses and to obtain samples of the AC, aggregate base (if present), and subgrade materials for further analysis within existing travel lanes.

- A total of 22 pavement coring and subsurface sampling locations will be performed at preselected locations to determine the thickness of the existing structural section including but not limited to asphalt concrete layer(s), buried Portland cement concrete (PCC) layer(s) if any, and aggregate base layer, if any. Borings extend to a maximum four-foot depth from finish surface. Ten cores are proposed on Marine Avenue and 12 cores are proposed within the Liberty Village neighborhood.
- Underground Service Alert (USA Dig-Alert) will be notified and a meeting held, if requested, with concerned utilities to relocate test sites as necessary. Sample locations will be will be filled with cement slurry mix in a similar manner to the City of Moreno Valley's Standard Plan MVSI-132D-0.
- Professional traffic control shall be provided per WATCH standards.

Laboratory Testing

Subgrade soil samples taken in the field will be identified, labeled, and measured during the sampling process. Samples shall be transported back to our Caltrans certified soils and asphalt laboratory.

- Subgrade soil samples taken on will be visually classified and the in-situ moisture content (CA 226) will be determined per location.
- Representative sample(s) will be selected and tested for R-value (soil strength) determinations (CA 301) on the subgrade.
- Data developed during R-value testing will be utilized to project probable field support conditions during construction and highlight where appropriate special care may be required during roadway preparation.
- Evaluation of the present pavement thicknesses utilizing component analysis with R-value strength data will be combined with future traffic estimates (Traffic Index provided by Psomas) for design and development of suitable, alterative replacement sections.

Visual Site Evaluations

The Registered Civil Engineer shall perform a site evaluation of all AC segments. Pavement conditions shall be recorded for the purposes of compiling the recommendation plan(s) and report:

- Compare field conditions with measured pavement strengths determined during deflection testing.
- Compare field conditions with thickness data obtained during core sampling.
- Compare field conditions with component analysis based on laboratory subgrade strength testing.

Structural Design Alternatives

A Registered Civil Engineer will supervise all operations and incorporate results of deflection and materials testing with observed pavement conditions. Engineered recommendations for alternate methods of pavement rehabilitation for the lane(s) studied based

upon deflection analysis in conjunction with the proposed materials investigation will be provided. Pavement rehabilitation strategies for both Marine Avenue and the Liberty Village neighborhood shall include within the report. Where sustainable/ innovative pavement solutions are considered, Full Depth Reclamation (FDR) or CIR will be explored within the final report.

The discussion of cost effective design strategies opens the design effort from conventional reconstruction to the consideration of FDR or CIR. Where innovative pavement section alternatives are considered development of FDR mixing depths and cement proportions, development of CIR rejuvenating additive proportions, may require additional testing outside this proposed report.

Preliminary Design Plans

The Psomas Team will use the base map, field evaluations, and traffic data to develop design recommendations to improve the roadway's safety and functionality including pavement rehabilitation and ADA accessibility improvements. The Marine Avenue and Liberty Village improvement recommendations will be shown on 35% level plans and will be reviewed to determine the Engineer's Opinion of Probable Costs. The information, analysis and conclusions will be prepared in coordination with the Public Works Department. This will assure that priorities are determined and the proposed improvements meet the goals of the City and can be constructed within the project's budget.

Task 3. Design Phase

Design Plans

The 60% and 95% design plans will define the required improvements determined in the preliminary design plans. It is anticipated that the plans will include the following:

MARINE AVENUE IMPROVEMENTS

No.	Plan Description	Scale	Est. # of Sheets
1	Title Sheet, Index of Sheets, List of Contacts, Vicinity Map, and Location Map	N/A	1
2	General/Construction Notes, and List of Abbreviations	N/A	1
3	Typical Sections and Detail Sheets	N/A	Up to 3
4	Roadway Improvements Sheets	1"=40' (double stack)	4
5	Signing and Striping Sheets	1"=40' (double stack)	4
		Total	13

LIBERTY VILLAGE IMPROVEMENTS

No.	Plan Description	Scale	Est. # of Sheets
1	Title Sheet, Index of Sheets, List of Contacts, Vicinity Map, and Location Map	N/A	1
2	General/Construction Notes, and List of Abbreviations	N/A	1
3	Typical Sections and Detail Sheets	N/A	Up to 3
4	Roadway Improvements Sheets	1"=40' (double stack)	8
5	Signing and Striping Details	1"=40' (double stack)	2
		Total	15

Cost Estimates

The Psomas Team will prepare an Engineer's Construction Cost Estimate to be included in the 60%, 95% and final submittals. A final Contract Item List (Bid Sheet) for all work items shown on the plans will be prepared for the final submittal. The cost estimate will include quantities and unit costs with back up information as necessary.

This opinion of probable construction cost is based on recent bid results on similar projects and will be reviewed by our Construction Management team. The Engineer's Estimate will be developed based on our database of unit costs, with consideration of project size and location. Nevertheless, the

competitive and unstable nature of the construction market creates an environment that can have differing outcomes of the Contractor bid pricing. Psomas cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost as prepared by the Engineer.

Specifications and Contract Documents

The Psomas Team will prepare specifications and Contract Documents using the City of Manhattan Beach's boilerplate. The specifications will be submitted along with the plans to the City at 60%, 95% and final submittals for approval. The Team will also prepare any special provisions relating to our design work, if needed. The traffic engineering design will conform to the Caltrans standard specifications and Standard Plans, while the roadway improvement design will conform to the *Greenbook: Standard Specifications for Public Works Construction.*

Design Reviews and Approvals

It is assumed that the PS&E will be submitted as one package and that each submittal will be subject to review by the City. Comments from each review cycle received within the established time frames will be reviewed, discussed, and incorporated into the next scheduled PS&E submittal. Signature blocks for City will be added to the plans as appropriate.

The Psomas Team will meet with the City, as-needed, at each review to discuss the design and to clarify any comments, or responses to comments prior to finalizing the submittal. Comments received by the utilities and third party entities will be incorporated into subsequent submittals. All comments will be reduced to a matrix so that the responses can be tracked by Psomas and the City.

Task 4. Final Engineering

After the City and any other affected agencies complete their review of the 60% and 95% design PS&E, the Psomas Team will prepare the plans to be submitted to the City for review at final level. In addition, specifications and cost estimates will be prepared for the final PS&E package.

Task 5. Construction Assistance

Bid and Construction Phase

The Psomas Team is committed to providing design support services throughout the bid and construction phase. Assistance during the bid phase will include providing responses to bidder(s) questions and issuing addenda as needed.

During the construction phase, the Psomas Team will support the City by:

- Participating the pre-construction meeting and other meetings, as-needed.
- Respond to RFIs, review and approve Contractor change orders, review and approve working and shop drawings, and help resolve discrepancies in the contract documents upon request of the Resident Engineer.
- Provide post-construction assistance as-needed for claims mitigation.

Note that services under this task do not include field inspections and providing direction to the Contractor for any safety-related issues. Psomas has assumed a maximum of 16 hours for this task. Hours beyond will be considered extra work and provided for on a time and materials basis, only with pre-approval by the City. This task should be considered negotiable.

Record Drawings

Psomas Team will verify that the Contractor maintains an accurate record of all changes in the plans and specification including those under change orders, Requests for Information (RFIs), addendum, and any additional details needed for the construction of the project but not shown on the plans. It is very important that changes to the contract drawings are documented as the project proceeds. The Psomas Team will work with the Contractor to maintain an updated set of record drawings denoting deviations from the design drawings during construction. The Psomas Team will review and compile these drawings, which will be transmitted to the City at the end of the project.

C Project Management

SECTION C

Project Management

PROJECT MANAGEMENT

Project Management Approach

Psomas' project management approach has a 70-year history of success and includes project management tools, and attributes including communication, coordination, and documentation.

Communication

Psomas has a proactive communication plan to share critical project information as soon as possible and to make sure there are no surprises during a project. We continuously report progress, identify problems, assign priorities, receive feedback, and document progress. This approach defines what our day-to-day interaction will be with the City's Project Manager. From project start-up through project close-out, we will prioritize our communication to make sure all required actions are addressed in a timely manner. Psomas' FTP site, ProjectWeb, was developed to help address these needs, and the City can be assured that both the City and Psomas staff will be aware of all tasks' status at all times. This level of coordination, coupled with the project progress meetings, helps avoid project problems and delays, and ensures that the project is on schedule and within budget. Psomas has used this management approach with great success on all types and sizes of projects.

Psomas takes great pride in our responsiveness and our communications procedures, and assures that we will provide the following services, at a minimum:

- Develop project scope, schedule, and work plan; and direct staff throughout all phases of assigned projects. This includes scheduled kickoff meetings for each project to clearly establish scope of work.
- Maintain a communication tracking system approved by the City that would identify all formal communications with the City and our subconsultant team. We are ready to implement Psomas' ProjectWeb, which will allow project information to be readily accessed by City staff and subconsultants.
- Meet with the City's Project Manager and staff throughout the life of the contract in accordance with the schedule provided by the City.
- Conduct, participate in, document, and/or facilitate all meetings with affected parties.
- Prepare and make presentations to the City including Council and Boards, local franchise agencies, elected officials, and community groups.
- Submit peer review/quality control (QC) check prints and comments with each submittal.
- Provide copies of all utility coordination correspondence.
- Provide written scopes of work and fee resolution prior to the commencement of additional work.
- All direction reduced to writing with distribution to the City and all team members.
- Provide minutes of all project-related meetings.
- Provide written monthly status reports and/or in-person briefings, as desired by the City.
- Provide detailed monthly invoices broken down by task, staff hours and hourly rates meeting the requirements of the City.

Our ultimate goal is to be an extension of City staff, and to ensure the City's Project Manager is always up-to-date on the status of each task so there are no surprises.

Coordination

One requirement in every project is robust coordination with other City departments, local agencies, and stakeholders. A lesson learned from our recent similar projects is that one significant hurdle the City faces is obtaining input, participation, and approval from other agencies and communities on their projects. The Psomas Team has a great deal of experience with this type of project with other Southern California agencies, including the County of Los Angeles; the cities of Los Angeles, Torrance, Gardena; the Ports of Los Angeles and Long Beach, and many others. These projects require similar coordination efforts in which Psomas has established and maintained outside-agency contacts, coordinate the designs with their staff, and obtain the necessary approvals to move the project forward. This includes Los Angeles County. This knowledge and understanding of working with other agencies will provide great benefit to this project.

Documentation

Proper documentation is critical for all projects, especially for projects with Metro funding. We have an excellent understanding of these requirements and have successfully delivered many projects for local agencies under similar conditions. We have great working relationships with Metro staff, which has proven quite valuable to our clients, and have a thorough understanding of the document control procedures required for Measure R funded projects.

Psomas' document control management policies are well suited to comply with the City's requirements. Our typical monthly project progress reports include the status of deliverables, utility and outside-agency efforts, cost and schedule snapshot and analysis, issues discussion and recommended resolution actions. **These monthly progress reports will be tailored to the needs and desires of the City.**

In combination, Psomas' skills and efficiency in communications, coordination and documentation will provide the City with a transparent process for the duration of the project.

Quality Assurance and Quality Control Program

Quality Assurance and Quality Control (QA/QC) is a Psomas commitment to the quality of all deliverables and contract documents that our team produces. We will follow the same in-house QA/QC procedures that have been successful on similar design projects. Following is a brief overview of our approach and procedures.

QA/QC Approach and Procedures

Although the Psomas Project Managers have the primary responsibility for the quality of each project, to ensure quality control procedures are being followed, the Psomas Team has assigned a highly experienced QA/QC Manager, Anissa Voyiatzes, to fulfill this role. Anissa has served as Project Manager, Peer Review, and/or QA/QC Manager for a broad range of infrastructure projects throughout the Southern California region. With more than 23 years of public works experience to draw upon, Anissa will use that experience to manage the QA/QC services for this project.

The process incorporates several intermediate checks by the QA/QC Manager and independent checks by the individuals assigned to the project. **The City of Manhattan Beach will be involved in project reviews at these intermediate steps so that your needs are always considered in the process.** Psomas is committed to providing the best services available and follows the procedures outlined in Psomas' *Project Management Manual* as well as following Psomas' QA/QC Procedures. A key element in the Psomas QA/QC program is the development of specific QA/QC program for each project.

The Psomas QA Program ensures that procedures are developed and adhered to in such a way that the deliverables meet industry standards and are in line with the goals and objectives of the City. The process is meant to produce deliverables that meet the standard of care the first time with minimal rework and change orders.

Quality Control refers to quality related activities associated with the creation of the project deliverables. QC is used to verify that deliverables are of acceptable quality and that they are complete and correct. Psomas QC activities include deliverable peer reviews and the plan check process. The Psomas QC Program also compares the project deliverables against the original Scope of Work, Project Objectives and Client Expectations, which were developed before the project started.

During the process of the work under this contract, QA/QC reviews will be performed and/or monitored by the QA/QC Manager and key individuals on each of the discipline teams. These reviews will include the review of any associated calculations and supporting information. Independent review of all deliverables is mandatory. The Project Manager and the QA/QC Manager will monitor these independent checks to ensure they are performed.

Calculations should be neat, logical, and have the date, engineer's initials, QC initials, necessary references, assumptions, descriptions, and other information listed. The information should stand alone so the reader may check them without doing additional research. "Generic Spreadsheets" will not be considered adequate. The QA/QC process will include a constructability check, coordination check, and verification to insure the design meets the project's needs.

The QA/QC effort for the project will be documented by annotating the drawing and specification in the appropriate places. Significant findings will be documented using the Psomas QA/QC Review Forms. Completed review forms, including responses, will be submitted to the QA/QC Manager and routed to the project file. It is anticipated the Psomas QA/QC Manager and the City's Project Manager will audit the files to ensure documentation of reviews is available at all times.

A key element of our successful QA/QC Program is keeping our employees trained, providing information on current practices, making information available to all employees, and communicating and scheduling QA/QC requirements to insure adequate time provided to implement the review results before a milestone submittal.

Anissa Voyiatzes, as the QA/QC Manager, will have the responsibility to ensure the QA/QC program is in place for the contract and will conduct periodic audits of the program to ensure that procedures are being followed and documentation is maintained.

Finally, during the post-completion quality evaluation stage, we solicit verbal and written feedback from our client and subconsultants to assess our overall performance and identify improvement opportunities. All of these elements contribute to the success of our design review process.

STATEMENT OF QUALIFICATIONS

Firm Profile

Founded over 70 years ago, Psomas is a leading consulting engineering firm serving clients in the transportation, water/wastewaters; and public,institutional and private site development markets. Consistently ranked as one of *Engineering News Record* (ENR) magazine's Top 150 Engineering Design Firms in the United States, we offer civil engineering, land surveying, planning and entitlements, program/construction management, environmental consulting, GIS consulting, and special district financing services to the public and private sector.

Psomas has established a reputation on the front lines of sustainable engineering with many LEED®-rated projects and now with our involvement in launching the Institute of Sustainable Infrastructure (ISI) through Tim Psomas and his leading efforts on a national level on the use of Envision. Envision is a sustainability rating system supported by ISI, American Public Works Association (APWA), ASCE, and the American Council of Engineering Companies (ACEC). It has been created to evaluate,

grade, and give recognition to infrastructure projects that provide progress and contributions for a sustainable future. Our commitment to ISI and Envision is extremely important to us as evidenced in the credentialing of our staff. Psomas has over 100 credentialed staff members. Our commitment to the community, and the sustainability of our projects can not be overstated.

Our engineers combine strong client relationships and project management skills with technical and procedural expertise to deliver projects that are both environmentally sensitive and cost effective. Focusing on project delivery, Psomas' Transportation and Public Works Group has the right mix of professionals to get projects designed and constructed. We can assist clients at any stage, from project conception and design development to providing full construction management services.

The cornerstone of our business approach is to focus on our clients' long-term needs and guide our strategic growth to meet those needs. Our core strength is our multi-discipline teams of experts. Psomas' top-notch staff produces award- winning projects for our clients through innovation, creativity and cutting- edge technical expertise.

Psomas is a full-service consulting firm with offices throughout California, Arizona and Utah. Psomas is an employee-owned California corporation with more than 550 employees.

LaBelle Marvin, Inc. (Subconsultant)

LaBelle Marvin, Inc., is a full-service pavement engineering firm located in the City of Santa Ana. Established in 1969, LaBelle Marvin is ideally qualified to provide all necessary technical services specializing in pavement engineering, material testing, design, and pavement evaluations. The firm has a staff of 11 professional, technical, and support personnel, with diversified skills capable of handling highly complex roadway related assignments. The strength of LaBelle Marvin lies in their in-house capabilities including their full-service Caltrans certified soils and asphalt concrete laboratory, Falling Weight Deflectometer deflection testing equipment, Ground Penetrating Radar GPR, coring and boring machinery, and the expertise of their multidiscipline engineering department.

LaBelle Marvin personnel are Caltrans-certified and are currently active within committees for APWA, Asphalt Pavement Association (APA), ASCE, and the "Green Book" Committee of Public Works Standards.

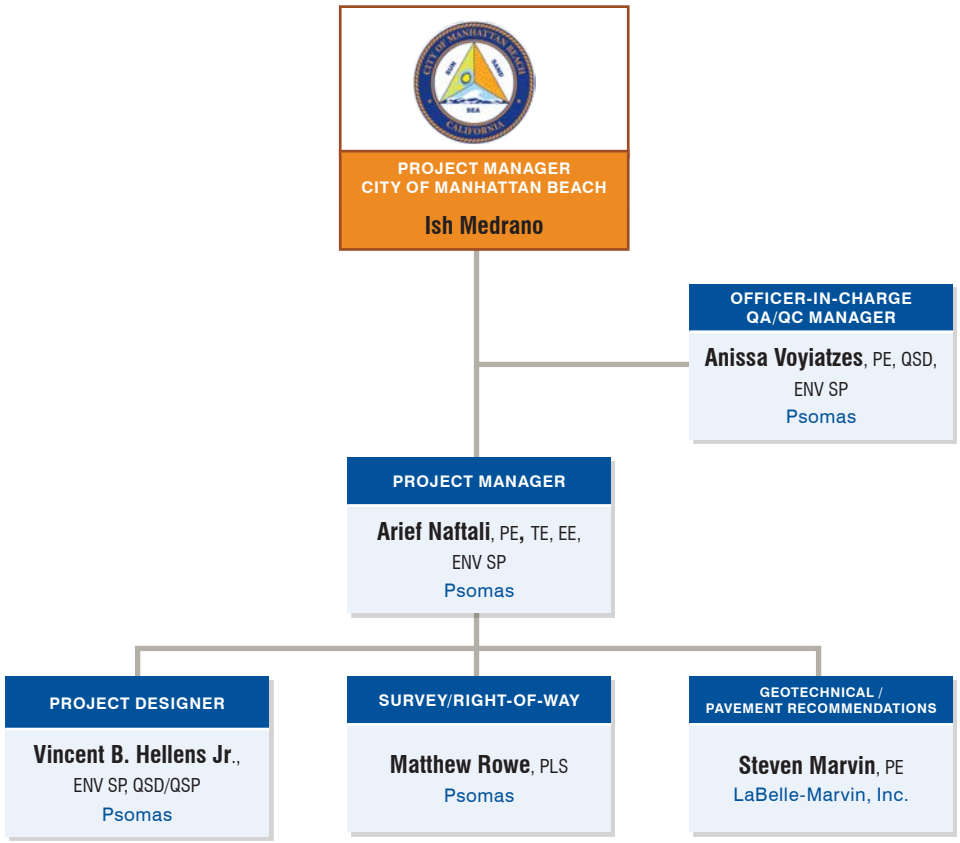
Since 1969, LaBelle Marvin has provided a State of California certified materials laboratory to local and state agencies, other engineering and laboratory firms, and the private community relating to quality control/assurance testing, mix designs, properties of asphalt cements, emulsions, cut back asphalt binders, soil and aggregate strength properties, soil stabilization, and complete analysis of asphalt concrete mixtures and asphalt concrete pavements. Internal quality control is performed daily by the laboratory supervisor, project engineer, and principal engineer for each project, before results are reported to the client.

LaBelle Marvin provides construction inspection and production testing services. Their services provide the greatest opportunity to enhance project compliance with project plans and specifications. Obtaining inspection services during construction enables the engineer and inspector to operatively analyze the changing variables associated with construction activities. LaBelle Marvin provides grade verification, construction and batch plant inspection, material sampling, quality control and compliance testing, and construction oversight. Asphalt concrete testing includes Hveem or Marshall Stability/Density, extractions and gradations, nuclear density testing, and determination of the temperature, quantities, and placement thickness of delivered materials.

Psomas acknowledges and understands that we will not be allowed to change our subconsultant without written permission from the City.

Organizational Chart

The Psomas Team proposed were selected specifically to address the requirements of the City of Manhattan Beach. As demonstrated in this section, each team member is an expert in his or her field, capable of completing this project on schedule and within budget constraints. The organization chart below identifies project team members' roles and lines of communication.



Resumes

The resumes that follow describe each team members background and experience relevant to this project.

Relevant Project Experience

Following the resumes are examples of our team's specific project experience. These samples were selected for their relevance to the City's proposed project. Our aim is to illustrate both our experience on projects with similar scope and our knowledge of methodologies required to make them succeed.

Arief Naftali, PE, TE, EE, ENV SP

Project Manager

REGISTRATION

CA/Traffic Engineer/#2296

CA/Professional Engineer/ Civil/#64286

CA/Electrical Engineer/#21570

EDUCATION

2004/MS/Civil Engineering (Transportation Engineering)/ California State University, Long Beach

2001/MA/Organizational Management/Azusa Pacific University

1999/BS/Civil Engineering/ California State Polytechnic University, Pomona

CERTIFICATIONS

Envision Sustainability Professional/Institute for Sustainable Infrastructure

PROFESSIONAL AFFILIATIONS

American Public Works Association

Institute of Transportation Engineers

EXPERIENCE

With Psomas for 3 years; with other firms for 13 years

Arief Naftali is a licensed traffic, civil, and electrical engineer in California with over 16 years of hands-on professional experience in the design and management of various traffic, road, civil, site, highway, and engineering projects serving multiple local and regional agencies in Southern California, and Caltrans. Over the past few years, Arief has been involved in major roadway infrastructure projects in the greater Los Angeles County. He is hands-on and well-versed in the development of traffic signal modification, signing/striping, stage construction/traffic control as well as the traffic operational analysis that typically accompanies them. Arief's project portfolio encompasses a full range of project continuum starting from planning through design, and construction.

Experience

Crenshaw Boulevard Rehabilitation, City of Torrance, CA: Project Manager for preparing construction documents for the roadway rehabilitation of Crenshaw Boulevard from 190th Street to 182nd Street, and intersection enhancements at I-405 Freeway southbound ramps to increase capacity. Improvements include traffic signal modifications, right-turn pockets, restriping, curb and sidewalk repairs, and ADA compliant ramp upgrades. Processed Caltrans Encroachment Permit for freeway modifications and Federal Transportation Improvement Program (FTIP) local assistance funding applications.

Pearblossom Highway Pavement Design from 25th St. to 55th St. East, Palmdale, CA: Project Manager for the reconstruction Pearblossom Highway from 55th Street east to 25th Street East. The project is designed in a multi-phase manner, allowing for implementation flexibility in accordance with funding availability. Improvements included the design of sustainable pavement that lasts between 60 to 80 years, enhancing the pedestrian accesses to be ADA compliant, traffic signal loop restoration, utility coordination, and traffic handling.

Rosecrans Avenue Arterial Improvement, City of Gardena, CA: Traffic Engineer for this $4 million Measure R funded project. The project consisted of work across the entire width of the right-of-way along the two-mile length of this major arterial crossing the City of Gardena. Project work included removal of center turn lane pavement, installation of raised medians, stamped colored concrete, landscaping, irrigation, driveways, sidewalks, curb ramps, traffic signal improvements, grind and overlay AC pavement and signage and striping. The work required close coordination with the owners of multiple fuel pipelines and other underground facilities in the project boundaries and with adjacent business and residential property owners and tenants.

West Anaheim Street Rehabilitation and Reconstruction, Port of Long Beach, CA: Traffic Engineer for the Anaheim Street Pavement Rehabilitation/ Reconstruction Program. Approximately 4,350 feet in length, the project sits along Anaheim Street, between 9th Street and the Los Angeles River Bridge, in the Port of Long Beach Harbor District within the City of Long Beach. Due to high volumes of Port truck traffic and continuous development of the District's facilities, the existing pavement was deteriorated and in need of

Arief Naftali, PE, TE, EE, ENV SP (Continued)

major repairs. The project included preparation of the Basis of Design Report, including fund alternatives and feasibility studies, and PS&E for pavement and median reconstruction, lane reconfiguration, traffic signal modifications, ADA upgrades, landscaping and beautification, and storm water quality improvements.

LA Metro, Lakewood/Alondra Boulevard Intersection Improvements, Bellflower, CA: Deputy Project Manager for an intersection improvement at Lakewood Boulevard/Alondra Boulevard intersection which is shared intersection between Caltrans District 7 and the cities of Bellflower and Paramount. Improvements included addition of north and southbound right-turn lanes, extension of left-turn lanes for the north, south and westbound directions, as well as ADA ramp and drainage infrastructure upgrades. Caltrans' approval was obtained through an encroachment permit accompanied by Fact Sheets, Initial Site Assessment (ISA) and other documents.

Higuera Street/Rodeo Road Bridge Replacement, City of Culver City, CA: Project Manager for the development of construction documents to replace and widen the Higuera Street Bridge which straddles the cities of Culver City and Los Angeles. The bridge overcrosses Ballona Creek viaduct which features an existing Class I bike trail along the westerly bank of the concrete-lined waterway. Services provided included engineering for the approach roadway, traffic signal modification, lighting relocation and modification, right-of-way acquisition, temporary construction easement, and the development of worksite traffic control plans. Extensive coordination was performed among multiple agencies and departments within the City of Los Angeles, County of Los Angeles, U.S. Army Corps of Engineers (USACE), and relevant environmental stakeholders.

Bullis Road Improvements, Lynwood, CA: Project Manager for the rehabilitation and reconstruction of Bullis Road from Platt Avenue to Martin Luther King Boulevard. The City sought to implement a 'road diet' approach in converting a four-lane collector street in front of the Civic Center campus with a raised median into a two-lane road. Key design features included newly expanded median width for a pedestrian shelter, additional left-turn access for a new driveway, new catch basins, biotree wells, median and parkway lighting, raised crosswalk, and drought-tolerant landscaping for the median.

Dana Point Town Center Signal Improvements along Pacific Coast Highway, Dana Point, CA: Project Manager for Dana Point downtown revitalization project converting Pacific Coast Highway (PCH) and Del Prado from one-way to two-way traffic. Psomas provided the design of signal modifications for nine intersections in the Dana Point Town Center, and conducted a planning-level analysis to provide all direct property access via alleys in the Town Center. The design intended to enhance the pedestrian experience by widening sidewalks into the existing street while retaining on-street parking; reflect the unique coastal environment; and create stronger linkages to the natural features along the bluff and other destinations such as the marina. Design called for right-of-way improvements necessary to return PCH to two-way operations, along with traffic signalization, striping, and signing modifications; new bus stops; several landscaped medians; new storm drain system; and road widening.

Anissa Voyiatzes, PE, QSD, ENV SP

Officer-in-Charge & QA/QC Manager

REGISTRATION

CA/Professional Engineer/ Civil/#57710

EDUCATION

1993/BS/Civil Engineering/ California State University, Chico

CERTIFICATIONS

Envision Sustainability Professional/Institute for Sustainable Infrastructure

Qualified SWPPP Developer/ California Stormwater Quality Association

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers, Orange County Branch

Women's Transportation Seminar

American Public Works Association

American Council of Engineering Companies, California

EXPERIENCE

With Psomas for 19 years; with other firms for 4 years

Ms. Voyiatzes has 23 years of experience in civil engineering planning, design, program and project management for transportation and public works facilities. These projects have included roadway beautification and streetscape projects that required utility engineering, vehicular and pedestrian bridges, roadway widening, site grading, flood control facilities, drainage systems, sewer and water systems, parking lots and retaining walls. She specializes in public works engineering. Her experience includes project management and design for improvement roadway plans, grading plans, and storm drain plans that incorporate sustainable design practices. Anissa has been a Project Engineer and Project Manager on Psomas' open-end contracts with both the National Park Service and the California Department of Parks and Recreation, providing design for upgrades to water and wastewater facilities.

Experience

Rosecrans Avenue Widening, City of Manhattan Beach, CA: QA/QC Manager for street widening on the south side of Rosecrans Avenue from Redondo Avenue to Manhattan Gateway to provide one additional eastbound through-lane. The work includes demolition and grading of the existing site and reconstruction along the site and construction/reconstruction of various storm drain improvements including catch basins, local depressions, pipe and connections. Traffic improvements include relocation of pedestrian push buttons and signing/striping. Also provided relocation of existing water system facilities located in an underground vault. Since the work is located adjacent to existing commercial properties and is along a busy arterial street, lane closures and traffic control will be an important aspect of the project. The Contractor is required to provide construction survey/staking. The project required coordination efforts with several utility companies and private property owners within the widening limits including undergrounding of Southern California Edison power lines. This project was a task order awarded as part of an on-call contract.

West Anaheim Street Rehabilitation and Reconstruction, Port of Long Beach, CA: Senior Project Manager for the Anaheim Street Pavement Rehabilitation/ Reconstruction Program. Approximately 4,350 feet in length, the project sits along Anaheim Street, between 9th Street and the Los Angeles River Bridge, in the Port of Long Beach Harbor District within the City of Long Beach. Due to high volumes of Port truck traffic and continuous development of the District's facilities, the existing pavement was deteriorated and in need of major repairs. The project included preparation of the Basis of Design Report, including fund alternatives and feasibility studies, and plans, specifications, and estimates (PS&E) for pavement and median reconstruction, lane reconfiguration, traffic signal modifications, ADA upgrades, landscaping and beautification, and storm water quality improvements.

Crenshaw Boulevard Rehabilitation, City of Torrance, CA: Project Manager for preparing construction documents for the roadway rehabilitation of Crenshaw Boulevard from 190th Street to 182nd Street, and intersection enhancements at I-405 Freeway southbound ramps to increase capacity. Improvements include traffic signal modifications, right-turn pockets,

Anissa Voyiatzes, PE, QSD, ENV SP (Continued)

restriping, curb and sidewalk repairs, and ADA compliant ramp upgrades. Processed Caltrans Encroachment Permit for freeway modifications and FTIP local assistance funding applications.

Vermont Avenue Arterial Improvements Project, City of Gardena, CA: Project Manager for this $1.4 million project. The project consisted of work on the western half of 2.4 miles of Vermont Avenue (the eastern half is owned by the City of Los Angeles). Project work included improvements in curb ramps, sidewalks, driveways and traffic signals, full depth remove and replace PCC and AC pavement, grind and overlay AC pavement, slurry seal, and improve and replace signage and striping.

Pacific Coast Highway Traffic Congestion Relief Project, City of Dana Point, CA: Senior Project Manager for the multiple award-winning project for the pedestrian bridge and widening of PCH from the San Juan Creek Bridge to Crystal Lantern. The widening turned a four-lane facility into a six-lane facility. The pedestrian mobility project consists of preparing environmental documentation; widening the roadway to six lanes; coordinating with Caltrans and obtaining an encroachment permit; designing off-site improvements, including a pedestrian bridge over PCH, bus stop relocations, new bus stop turnouts, and improvements to the maintenance yard for Doheny Park State Beach; designing drainage structures; and preparing a Storm Water Management Plan.

Hawthorne Boulevard Street Rehabilitation, Torrance, CA: Officer-in-Charge providing engineering design services to the City of Torrance to rehabilitate Hawthorne Boulevard, a principal north-south arterial for the South Bay region. The segment south of PCH to the southerly City limit is owned/maintained by Torrance and carries 43,000 vehicles/day. It is a six-lane roadway with a raised center median. This project will provide for pavement rehabilitation, curb/gutter/sidewalk repairs, and upgrades to curb ramps for ADA compliance.

San Fernando Road Widening at Balboa Road, Granada Hills, CA: Project Manager for the engineering services for the Pre-Design Report and PS&E for the roadway widening of San Fernando Road at Balboa Road to construct a right-turn lane for eastbound traffic. The design included roadway widening, a 12 solider pile foot retaining wall, traffic signal modifications, signing and striping, sidewalk and curb ramp parkway improvements to meet ADA requirements, right-of-way investigations, environmental impacts review and documentation, and a full failure analysis.

Port of Los Angeles, On-Call Engineering Services, Los Angeles, CA: Contract and Senior Project Manager for the on-call contract directives. Currently managing 11 directives off Psomas' current on-call contract with the Port of Los Angeles with projects including roadway beautifications, a new crane maintenance facility, civil support for the environmental phase services for street closures, street vacations, and design support during construction for the TraPac project and two phases of the Berth 200 project. Responsible for coordinating the Psomas Contract Team staff, subconsultants, Port staff and many agencies.

Vincent B. Hellens Jr., ENV SP, QSD/QSP

Project Designer

EDUCATION

2007/BS/Civil Engineering/ Alabama Agricultural and Mechanical University

CERTIFICATIONS

ACI Field Testing Technician/ American Concrete Institute

Envision Sustainability Professional/Institute for Sustainable Infrastructure

Erosion Prevention and Sediment Control Certified/

PROFESSIONAL AFFILIATIONS

American Public Works Association - Board Member

American Society of Civil Engineers

Society of American Military Engineers

TRAINING

Public Works Institute American Public Works Association

Qualified SWPPP Developer and Practitioner California Stormwater Quality Association

EXPERIENCE

With Psomas for 4 years; with other firms for 6 years

Vincent Hellens' expertise includes roadway widening and interchange designs from preliminary plans to final submittal (e.g., erosion control plans, traffic control plans, plan and profile, cross sections, typical sections, drainage plans, pavement marking plans, and signing plans). Vincent is familiar with many roadway design guidelines, such as the American Association of State Highway & Transportation Officials (AASHTO) Green Book and Roadway Construction Standards, the ASTM Roadway Specifications, the Federal Highway Administrations Manual of Traffic Control Devices (MUTCD), as well as other local, state, and federal publications. His roadway design experience includes typical sections, alignments, and various types of interchanges and roadway facilities.

Vincent has participated in many large transportation projects for local and state agencies including the Port of Long Beach, City of Los Angeles, City of Beverly Hills, Orange County Public Works, City of Culver City, City of Moreno Valley, City of Gardena, and City of Santa Ana. Additional transportation public work agencies include Alabama Department of Transportation; Mississippi Department of Transportation; as well as numerous State DOTs in the southern US. Vincent was the recent recipient of the 2015 Emerging Leader Award in the private sector from the Southern California Chapter of American Public Works Association.

Experience

City of Beverly Hills, North Santa Monica Boulevard (NSMB) Reconstruction, Beverly Hills, CA: Design Engineer provided civil engineering design services to reconstruct NSMB. Improvements include the design of the corridor, implementation of sustainable practices, addition of bicycle lanes, urban design enhancements, and pedestrian improvements. Phase I services include project management and outreach plan, and Pre-Design Report. Phase II services include PS&E, permitting and agency coordination, bid and award support, construction administration and project closeout support. Mr. Hellens was the Lead Designer preparing the roadway design plans (plan & profile sheets), specifications, and provided overall coordination with traffic, landscaping, and construction subcontractors.

Rosecrans Avenue Arterial Improvement, City of Gardena, CA: Design Engineer for this $4 million Measure R funded project. The project consisted of work across the entire width of the right of way along the two-mile length of this major arterial crossing the City of Gardena. Project work included removal of center-turn lane pavement, installation of raised medians, stamped colored concrete, landscaping, irrigation, driveways, sidewalks, curb ramps, traffic signal improvements, grind and overlay AC pavement and signage and striping. The work required close coordination with the owners of multiple fuel pipelines and other underground facilities in the project boundaries and with adjacent business and residential property owners and tenants. Mr. Hellens assisted with the roadway design plans, the cost estimate, and the construction specification manual. Mr. Hellens was also involved in the field study to prioritize which improvements the City needed or should construct.

Vincent B. Hellens Jr., ENV SP, QSD/QSP (Continued)

Vermont Avenue Arterial Improvements Project, City of Gardena, CA: Design Engineer for this $1.4 million project. The project consisted of work on the western half of 2.4 miles of Vermont Avenue (the eastern half is owned by the City of Los Angeles). Project work included improvements in curb ramps, sidewalks, driveways and traffic signals, full depth remove and replace PCC and AC pavement, grind and overlay AC pavement, slurry seal, and improve and replace signage and striping. Mr. Hellens assisted with the roadway design plans, the cost estimate, and the construction specification manual. He was also involved in the field study to prioritize which improvements the City needed or should construct.

West Anaheim Street Rehabilitation and Reconstruction, Port of Long Beach, CA: Design Engineer for the Anaheim Street Pavement Rehabilitation/ Reconstruction Program. Approximately 4,350 feet in length, the project sits along Anaheim Street, between 9th Street and the Los Angeles River Bridge, in the Port of Long Beach Harbor District within the City of Long Beach. Due to high volumes of Port truck traffic and continuous development of the District's facilities, the existing pavement was deteriorated and in need of major repairs. The project included preparation of the Basis of Design Report, including fund alternatives and feasibility studies, and PS&E for pavement and median reconstruction, lane reconfiguration, traffic signal modifications, ADA upgrades, landscaping and beautification, and storm water quality improvements. Mr. Hellens was responsible for the traffic control plans and detours for this highly industrialized area near the Port of Long Beach. He also performed QA/QC on the construction documents. In addition, during the construction phase, Mr. Hellens was responsible for approving all construction submittals and field design changes.

Pearblossom Highway Pavement Design from 25th St. to 55th St. East, Palmdale, CA: Project Engineer for the reconstruction Pearblossom Highway from 55th Street east to 25th Street East. The project is designed in a multi-phase manner, allowing for implementation flexibility in accordance with funding availability. Improvements included the design of sustainable pavement that lasts between 60 to 80 years, enhancing the pedestrian accesses to be ADA compliant, traffic signal loop restoration, utility coordination, and traffic handling. Mr. Hellens was the Lead Engineer responsible for preparing the roadway design plans, specifications, and engineering construction estimate.

Crenshaw Boulevard Rehabilitation, City of Torrance, CA: Design Engineer for preparing construction documents for the roadway rehabilitation of Crenshaw Boulevard from 190th Street to 182nd Street, and intersection enhancements at I-405 Freeway southbound ramps to increase capacity. Improvements include traffic signal modifications, right-turn pockets, restriping, curb and sidewalk repairs, and ADA compliant ramp upgrades. Processed Caltrans Encroachment Permit for freeway modifications and FTIP local assistance funding applications.

Matthew Rowe, PLS

Surveying/Right-of-Way

REGISTRATION

CA/Professional Land Surveyor/#5810

EDUCATION

1983/BS/Surveying & Photogrammetry/California State University, Fresno

PROFESSIONAL AFFILIATIONS

California Land Surveyors Association, Los Angeles Chapter

Harbor Association of Industry Commerce

EXPERIENCE

With Psomas for 34 years; with other firms for 1 year

Mr. Rowe, a Principal of Psomas, has 35 years of professional surveying experience including design, large-scale, and ALTA surveys (both single-site and multi-site, as well as multi-state) as well as record mapping (including many 3-dimensional maps). He has coordinated, managed, and supervised a multitude of projects that have included the services of field survey, aerial photogrammetric mapping, digital orthophotos, utility surveys, title report review, boundary analysis, and preparation of maps and exhibits. In addition to survey management, Mr. Rowe also instructs employees of major law firms and title insurance companies in the process of the ALTA survey. His seminar features the components of ALTA/ACSM Land Title surveys, the ALTA process and legal requirements, legal descriptions and some of the associated pitfalls, as well as instruction on interpreting information from an ALTA survey.

Experience

Rosecrans Avenue Arterial Improvement, City of Gardena, CA: Survey Manager for this $4 million Measure R funded project. The project consisted of work across the entire width of the right of way along the two-mile length of this major arterial crossing the City of Gardena. Surveying services included establishing street centerlines and right-of-way, providing cross section elevations and utility survey, and mapping surface improvements.

West Anaheim Street Rehabilitation and Reconstruction, Port of Long Beach, CA: Survey Manager for the Anaheim Street Pavement Rehabilitation/ Reconstruction Program. Approximately 4,350 feet in length, the project sits along Anaheim Street, between 9th Street and the Los Angeles River Bridge, in the Port of Long Beach Harbor District within the City of Long Beach. Surveying services included establishing street centerlines and right-of-way, providing cross section elevations and utility survey, and mapping surface improvements.

Crenshaw Boulevard Rehabilitation, City of Torrance, CA: Survey Manager for preparing construction documents for the roadway rehabilitation of Crenshaw Boulevard from 190th Street to 182nd Street, and intersection enhancements at I-405 Freeway southbound ramps to increase capacity. Surveying services include establishing street centerlines and right-of-way, providing cross section elevations and utility survey, and mapping surface improvements.

City of Beverly Hills, North Santa Monica Boulevard (NSMB) Reconstruction, Beverly Hills, CA: Survey Manager provided civil engineering design services to reconstruct North Santa Monica Boulevard (NSMB). Surveying services included establishing street centerlines and right-of-way, providing cross section elevations and utility survey, and mapping surface improvements.

Vermont Avenue Arterial Improvements Project, City of Gardena, CA: Survey Manager for this $1.4 million project. The project consisted of work on the western half of 2.4 miles of Vermont Avenue (the eastern half is owned by the City of Los Angeles). Surveying services included establishing street centerlines and right-of-way, providing cross section elevations and utility survey, and mapping surface improvements.

Matthew Rowe, PLS (Continued)

Glendale-Hyperion Complex of Bridges Improvement Project, City of Los Angeles, CA: Survey Manager for the PR and PS&E for the rehabilitation of the interchange complex. Improvements include widening the Glendale Boulevard bridges, realigning the I-5 northbound off- and on-ramp and LA River bike path, adding a median barrier on the Hyperion Avenue Viaduct, retaining walls, traffic signals, drainage system improvements, infiltration basins and improving pedestrian facilities. The project involved coordination with various stakeholders and the use of various agency standards such as Caltrans, City of Los Angeles, FHWA and AASHTO. Surveying services included establishing street centerlines and right-of-way, providing cross section elevations and utility survey, and mapping surface improvements.

Higuera Bridge Over Ballona Creek Replacement, Culver City, CA: Survey Manager for services to replace and widen the Higuera Street Bridge which straddles the cities of Culver City and Los Angeles. The relatively short bridge overcrosses Ballona Creek viaduct which features an existing Class I bike trail along the westerly bank of the concrete-lined waterway. Preliminary and final engineering for the approach roadway, traffic signal modification, lighting relocation and modification, right-of-way acquisition, temporary construction easement, and the development of worksite traffic control plans. Extensive coordination was performed with multiple agencies and multiple departments within the City of Los Angeles, County of Los Angeles, USACE, and relevant environmental stakeholders. Surveying services included establishing street centerlines and right-of-way, providing cross section elevations and utility survey, and mapping surface improvements.

North Spring Street Bridge Over the Los Angeles River, Los Angeles, CA: Survey Manager for this high-profile, $34 million project that addressed seismic and geometric deficiencies, improved pedestrian and cyclist safety, and maintained the historic integrity of the bridge. Psomas services included survey, civil engineering and design services, including a Value Analysis (VA) Study. Surveying services included establishing street centerlines and right-of-way, providing cross section elevations and utility survey, and mapping surface improvements.

Steven Marvin, PE

Geotechnical /Pavement Recommendations

REGISTRATION

Professional Engineer/CA/#30659

Quality Engineer/CA/#5463

EDUCATION

BSCE/California State University, Long Beach

AA/Orange Coast College

PROFESSIONAL AFFILIATIONS

- American Public Works Association
- American Society of Civil Engineers
- Asphalt Pavement Association
- Asphalt Recycling and Reclaiming Association
- Association of Asphalt Paving Technologists
- Associated General Contractors
- California Society of Civil Engineers – Treasurer
- California State Council ASCE – Chairman
- Institute for the Advancement of Engineering Inc.
- Maintenance Superintendents Association
- Orange County Engineers Club – Secretary/Treasurer and President

EXPERIENCE

With LaBelle Marvin for 35 years

Mr. Marvin has more than 35 years of experience in the area of pavement engineering. His experience includes pavement management, engineering design, construction inspection, and material testing. Mr. Steven R. Marvin, currently President of LaBelle Marvin, Inc. as of 1985, has received numerous honors for his work with asphalt concrete and teaches at local Colleges and Universities along with conducting seminars for pavement and material design. Mr. Marvin oversees final quality control for all data and inspections performed by LaBelle Marvin operations of the asphalt concrete laboratory, field sampling, pavement evaluations, and testing of roadway, aggregate and subgrade materials, soil stabilization design and evaluation, pavement design, rehabilitation design for existing pavement systems, and complete investigations of material and/or design caused pavement failures.

Experience

Citywide Pavement Improvement Study, City of Anaheim, CA: The scope of work included a combination of visual evaluation, pavement strength testing (FWD) and component analysis, field coring and boring sampling, laboratory analysis, pavement evaluation, and the final report.

West Anaheim Street, City of Long Beach: Mr. Marvin provided a comprehensive evaluation of the current structural integrity of the travel lanes combined with developing corresponding structural section requirements in areas of required reconstruction. Mr. Marvin provided various design alternatives and actively participated in the design dynamics including various meetings, evaluation of different design challenges, input regarding project construction phasing and to construction materials.

Valley View Street Improvements, City of Buena Park, CA: Project services included a combination of visual evaluation, pavement strength testing (FWD) and component analysis, field coring and boring sampling, laboratory analysis, pavement evaluation, and the final report.

Oak Street, Lomita, CA, City of Lomita: Mr. Marvin, as project engineer, was contracted in 2015 by the City of Lomita, to perform a structural pavement Investigation to evaluate the use of FDR, and determine the effective Portland cement application rate. Based on the variety of roadway thicknesses and subgrade soil conditions, the FDR strategy selected includes pulverization of the existing asphalt concrete and subgrade soils to a depth of 15". A portion of the pulverized blend would then be removed, to provide sufficient grade modification for FDR and ultimately placement of the asphalt concrete binder and wearing surface courses.

91 Express Toll Lanes Project, Riverside, CA: Mr. Marvin, as project engineer, was contracted in 2015 by TRC Solutions, based in Irvine, CA, to perform a structural pavement Investigation, utilizing a combination of non-destructive strength testing, field core sampling, Ground Penetrating Radar (GPR), laboratory subgrade, aggregate base and aggregate subbase testing, visual reviews and engineering analysis for the purpose of developing a basis for designed improvements to both mitigate current conditions and provide a maintainable pavement surface for the anticipated design period. Mr. Marvin provided design alternatives with rehabilitation strategies intended to extend the service life of the existing pavement on the 91 Express Lanes and improve the ride ability, enhance the safety characteristics and structural integrity of the roadway.

Anaheim Street Rehabilitation and Reconstruction

- Psomas (Prime) & LaBelle Marvin, Inc. (Sub)

Port of Long Beach, California

VARIOUS AWARDS

- **2016 Project Achievement Award, Transportation Category** (less than $10 million), CMAA Southern California Chapter
- **2015 Transportation Awards-Local Street Project of the Year**, California Transportation Foundation
- **2015 Environmental Improvement Award**, American Association of Port Authorities
- **2014, Project of the Year** for Traffic, Mobility and Beautification, APWA Southern California Chapter

PROJECT DATES

2012 to 2016

KEY STAFF

- Anissa Voyiatzes
  Senior Project Manager
- Arief Naftali
  Traffic Engineer
- Vincent B. Hellens, Jr.
  Project Designer
- Matthew Rowe
  Survey Manager

REFERENCE

Julia Wu, PE
Transportation Engineer / Program Manager
Port of Long Beach
(562) 590-4152
julia.wu@polb.com

RELEVANCE TO THIS PROJECT

- **Extensive pavement reconstruction**
- **Utility coordination**
- **ADA evaluation and design**
- **Community outreach and coordination**
- **Project in near-coastal area**

Psomas lead a multi-discipline team to provide civil engineering services for the Anaheim Street Pavement Rehabilitation/Reconstruction Program for the Port of Long Beach (POLB). Approximately 4,350 feet in length, the project sits along Anaheim Street, between 9th Street and the Los Angeles River Bridge in the Long Beach Harbor District within the City of Long Beach. Anaheim Street is a major arterial used by the terminal trucks to access three Piers and the I-710 freeway. This portion of roadway is classified by the National Highway System as an important access route ensuring the nation's defense access, continuity, and emergency capabilities to a major port. Due to high volumes of truck traffic and continuous development of the District's facilities, the existing pavement continues to deteriorate in need of major repairs.

Psomas prepared a Basis of Design Report, including fund alternatives and feasibility studies, and PS&E for roadway crown reconfiguration, pedestrian improvements in the parkways, pavement rehabilitation, lane reconfiguration, median repairs, ADA upgrades, landscaping and beautification, monument sign, and storm water improvements. In addition to meeting an aggressive schedule, buried PCC pavement layers, steep existing crossfalls, and utilities posed challenges to the roadway design. To minimize impact to businesses and motorists, detours and traffic control were primary concerns, along with coordination with multiple transit agencies and processing permits through the cities of Long Beach and Los Angeles. The primary constraints of the Anaheim Street project are an aggressive schedule, right-of-way, funding availability, constructability, and stakeholder input.

The primary constraints of the Anaheim Street Reconstruction Project were an aggressive schedule, Port operations, constructability, and stakeholder input.

LaBelle Marvin Involvement

Steve Marvin provided a comprehensive evaluation of the current structural integrity of the travel lanes combined with developing corresponding structural section requirements in areas of required reconstruction. He provided various design alternatives and actively participated in the design dynamics including various meetings, evaluation of different design challenges, input regarding project construction phasing and to construction materials.

Rosecrans Avenue Arterial Improvement Project - Psomas

City of Gardena, California

PROJECT DATES

2014 to 2015

KEY STAFF

- Anissa Voyiatzes
  Project Manager
- Arief Naftali
  Traffic Engineer
- Matthew Rowe
  Survey Manager
- Vincent B. Hellens, Jr.
  Design Engineer

REFERENCE

John Felix
Associate Engineer
City of Gardena
Department of Public Works
(310) 217-9643
jfelix@ci.gardena.ca.us

RELEVANCE TO THIS PROJECT

- **Pavement rehabilitation/reconstruction**
- **ADA evaluation and design**
- **Utility coordination**
- **Measure R funded project**

Psomas provided engineering design services for the Measure R funded project to replace a painted center left turn median with a new raised, landscaped median. The project consisted of work across the entire width of the right of way along the two-mile length of this major arterial crossing the City of Gardena. Project work included removal of center turn lane pavement, installation of raised medians, stamped colored concrete, landscaping, irrigation, driveways, sidewalks, curb ramps, traffic signal improvements, grind and overlay, asphalt concrete pavement, and signage and striping. The work required close coordination with the owners of multiple fuel pipelines and other underground facilities in the project boundaries and with adjacent business and residential property owners and tenants.

The scope of work included topographic survey; public outreach; a PDR; ADA compliance study and design; signing, striping and signal modifications; and a complete PS&E construction package.

Crenshaw Boulevard Rehabilitation - Psomas (Prime) & LaBelle Marvin, Inc. (Sub)

City of Torrance, CA

PROJECT DATES

2012 to Present

KEY STAFF

- Anissa Voyiatzes
  Officer-in-Charge
- Arief Naftali
  Project Manager
- Vincent B. Hellens, Jr.
  Design Engineer
- Matthew Rowe
  Survey Manager
- Steven Marvin
  Geotechnical

REFERENCE

Craig Bilezerian, PE
Engineering Manager
City of Torrance
(310) 618-2916
cbilezerian@torranceca.gov

RELEVANCE TO THIS PROJECT

- **Pavement rehabilitation/reconstruction**
- **ADA evaluation and design**
- **Community outreach and coordination**
- **Project in near-coastal area**

The City of Torrance awarded Psomas a contract to provide design services for the rehabilitation of approximately two miles of Crenshaw Boulevard from 182nd Street to 190th Street, including freeway on/off ramp improvements at the I-405, and from Sepulveda Boulevard to Maricopa.

Crenshaw Boulevard is a primary arterial route for Torrance and the South Bay region, carrying an average of 58,000 vehicles-per-day. The northbound I-405 freeway on/off ramp is congested during peak hours and additional capacity is required. The pavement in the project area was in need of major rehabilitation due to severe deterioration. The project involved the design of 8,400 LF including pavement rehabilitation, traffic signal improvements, curb, gutter, and sidewalk repairs and capacity enhancements at the freeway on/off ramps, traffic control services, ADA-compliant improvements, and Caltrans encroachment permit processing. The City's goal was met by adding capacity to the freeway ramps and rehabilitating the pavement, thereby reducing traffic delays and improving the driving conditions on Crenshaw Boulevard.

In support of Psomas' Transportation Engineering Group, Psomas' survey team provided a detailed topographic and right of way survey of Crenshaw Boulevard, between 182nd and 190th Streets, as well as the I-405 on and off ramps between Sepulveda and Maricopa. In anticipation of future street rehabilitation and widening, Psomas also tied out all monuments determined to be in harm's way and filed the appropriate records with Los Angeles County. LaBelle Marvin was a subconsultant to Psomas providing geotechnical engineering services on this project.

Pearblossom Highway Pavement Design from 25th Street to 55th Street East - Psomas (Prime) & LaBelle Marvin, Inc. (Sub)

City of Palmdale, California

PROJECT DATES

2016 to Present

KEY STAFF

- Arief Naftali
  Project Manager
- Anissa Voyiatzes
  QA/QC Manager
- Vincent Hellens
  Design Engineer
- Steven Marvin
  Geotechnical

REFERENCE

Mike Mischel
Public Works Director
City of Palmdale
(661) 267-5300
mmischel@cityofpalmdale.org

RELEVANCE TO THIS PROJECT

- **Pavement rehabilitation/ reconstruction**
- **Significant utility coordination**
- **Diverse group of stakeholders**

Psomas is providing pavement design and developing PS&E to reconstruct Pearblossom Highway from 55th to 25th Street East for the City of Palmdale. This is a multi-segment roadway reconstruction project extending 3.3 miles along one of the busiest truck corridors within the City. Pearblossom provides a critical arterial connection between SR-14 to the west and SR-138/Palmdale Boulevard on the east. With a posted speed limit of 60 mph, the highway has two travel lanes in each direction with a striped dual left-turn lane from 55th to 30th Street East, and is a four-lane undivided highway west of 30th Street east to the project limit.

In 2010, the ADT on the four-lane expressway was estimated to be between 27,000 to 33,000 vehicles, 10% of which are multi-axletrucks. The existing AC pavement shows widespread signs of deterioration throughout the corridor with the exception of outside westbound and eastbound travel lanes where thin AC overlays were recently placed one and five years ago, respectively. It is important to note that Pearblossom Highway, south of the centerline between 45th Street East, and 53rd Street East is in an unincorporated part of Los Angeles County. Due to this, a separate set of PS&E will be submitted to the Los Angeles County Department of Public Works for review, coordination, and approval.

Psomas' scope of services covers traffic index computation, utility coordination, surveying, geotechnical investigation, and multi-phase PS&E. Additionally, we are providing value added services by looking into safety and substructure utility commodation that can easily be added to save lives and money, and avoid inconvenience during post-construction.

North Santa Monica Boulevard Reconstruction - Psomas

City of Beverly Hills, CA

PROJECT DATES

2012 to 2016

KEY STAFF

- Vincent Hellens
  Design Engineer
- Matthew Rowe
  Survey Manager

REFERENCE

Aaron Kunz
Project Manager (Construction)
City of Beverly Hills
(310) 288-2563
akunz@beverlyhills.org

Tristan Malabanan
Project Manager
(310) 285-2512
tmalabanan@beverlyhills.org

RELEVANCE TO THIS PROJECT

- **Pavement rehabilitation/ reconstruction**
- **ADA compliance**
- **Utility coordination**
- **Community outreach and coordination**

As a part of our on-call agreement, Psomas is currently providing pre-design review and update in construction services for the complete reconstruction of NSMB for the City of Beverly Hills. The project includes extensive public outreach, pavement investigation, and consideration of a Complete Streets design approach.

Psomas's scope of services include providing design and construction support services for the completion of the pre-design phase NSMB Signal Synchronization; preparing PS&E for traffic signal modifications and ADA upgrades at nine intersections along a 1.1-mile, 40,000-ADT stretch of NSMB between Wilshire Boulevard and Beverly Boulevard. The project included full inventory and mapping of all subsurface utilities within the corridor, design and replacement of controllers and cabinets, transit priority system support, design of the video detection system, and detector loops for the transit priority system.

Psomas is providing civil engineering services to reconstruct NSMB from the eastern city limit with West Hollywood to the western city limit with Los Angeles. Improvements include the design of the corridor, implementation of sustainable practices, addition of bicycle lanes, urban design enhancements, and pedestrian improvements. Phase I services include project management and outreach plan, and Pre-Design Report. Phase II services include PS&E, permitting and agency coordination, bid and award support, construction administration and project closeout support. Construction is to start no later than Spring 2015.

Vermont Avenue Improvement Project - Psomas

Gardena, CA/City of Gardena

PROJECT DATES

2012 to 2014

KEY STAFF

- Steven Frieson
  Team Leader
- Anissa Voyiatzes
  Project Manager
- Vincent B. Hellens, Jr.
  Design Engineer
- Matthew Rowe
  Survey Manager

REFERENCE

John Felix
Associate Engineer
City of Gardena
Department of Public Works
(310) 217-9643
jfelix@ci.gardena.ca.us

RELEVANCE TO THIS PROJECT

- **Pavement rehabilitation/ reconstruction**
- **Utility coordination**
- **Measure R funded project**

Vermont Avenue is a major arterial divided within the Cities of Gardena (western portion) and Los Angeles (eastern portion). The project's limits stretches from Rosecrans Avenue on the north, to 182nd street on the south (including the 110 Freeway off-ramp), approximately 2.5 miles long. Funded in part by the Los Angeles County Measure R Highway Program, the roadway corridor is in need of improvements to relieve congestion off the 110 Freeway, including pavement rehabilitation, traffic signal upgrades, addition of turn pockets within landscaped and railway medians, channelization and median reconfiguration, and concrete restoration work. The Psomas Team prepared a topographic survey, a PDR, ADA compliance study, plans/ specifications/estimates, and construction management/inspection services.

City Wide Pavement Improvement Study - LaBelle Marvin, Inc.

City of Anaheim, California

PROJECT DATES

2015

KEY STAFF

Steve R. Marvin, PE
Project Engineer

REFERENCE

Rudy Emami, PE
City Engineer
City of Anaheim
(714) 765-5176
remami@anaheim.net

RELEVANCE TO THIS PROJECT

- **Analysis of deflection and materials testing**
- **Observation of pavement conditions**
- **Developed recommendations for alternate methods of pavement rehabilitation for the lane(s) studied**

The City of Anaheim has identified seven roadway segments (Meats Avenue, Placentia Avenue, La Palma Avenue, Magnolia Avenue, Orangewood Avenue, Orange Avenue, and Cerritos Avenue) which may be in need of restoration/ rehabilitation in the near future or benefit from additional information for future planning purposes.

The purpose of this investigation was to provide a comprehensive evaluation of the current structural integrity of the travel lanes combined with developing corresponding structural section requirements in areas of required reconstruction. The measured structural conditions were combined with existing visible pavement distress and any existing geometric limitations or requirements for the development of final improvement recommendations.

The scope of work included a combination of visual evaluation, pavement strength testing (FWD) and component analysis, field coring and boring sampling, laboratory analysis, pavement evaluation, and the final report.

Valley View Street Improvements - LaBelle Marvin, Inc.

City of Buena Park, California

PROJECT DATES

2015

KEY STAFF

Steve R. Marvin, PE
Project Engineer

REFERENCE

Jeff Townsend
Associate Engineer
City of Buena Park
(714) 562-3680
JTownsend@buenapark.com

RELEVANCE TO THIS PROJECT

- **Analysis of deflection and materials testing**
- **Observation of pavement conditions**
- **Developed recommendations for alternate methods of pavement rehabilitation for the lane(s) studied**

The City of Buena Park, has identified Valley View Street between Orangethorpe Avenue and Caballero Boulevard Street as a candidate for restoration/rehabilitation in the near future or benefitting from additional information for future planning.

The investigation provided the evaluation of the present structural integrity of the existing northbound travel lanes. The corresponding southbound lanes are within the City of La Palma and are maintained by the City of La Palma. A significant challenge in designing suitable roadway improvements is the shared City limit with the City of La Palma generally conforming to the roadway centerline. While grade changes may be possible abutting existing raised median curbs, grade transitions are required to conform to adjacent City of La Palma roadway conditions.

The field strength measurements and cross section structural thicknesses were compared to current and projected future traffic use providing a basis for development of improvement requirements to meet long-term City performance expectations. A challenge for rehabilitation of the roadway will be effective control or limiting of premature reflective cracking combined with the geometric limitations imposed by the existing crown, raised and landscaped medians and roadway cross slope. The planned improvements will join with previous City improvement of Valley View Street north of Caballero Boulevard. The scope of work included a combination of visual evaluation, pavement strength testing (FWD) and component analysis, field coring and boring sampling, laboratory analysis, pavement evaluation, and the final report.

RESOURCE ALLOCATION MATRIX

The Resource Allocation Matrix for each project follow. They list the detailed tasks as well as the number of hours for each job title for the entire Psomas Team.

Liberty Village Improvement Plans

Work Breakdown Structure (WBS) Description	Civil/Traffic Design Team					Survey			LaBelle Marvin Pavement
	QA/QC Manager	Senior Project Manager	Project Engineer	Civil/Traffic Designer	Administrative	Project Manager	Surveyor	Administrative	Principal Engineer
Task 1 - Project Management & Administration									
Kick-Off meeting		2	2						
Project Progress Meetings (4 ea)		8	8		2				
Schedule Updates and Stakeholder Coordination (1 meeting)	1	3	3		1				
Task 2 - Preliminary Engineering									
Research and Field Investigation (including curb ramp survey)		1	4	8					
Utilities		1	4	12					
Base Mapping		1	4	21					
Geotechnical Investigation and Report		1	1						49
Tasks 3 & 4 - Design & Final Engineering									
Title, Index, and Typicak Section Sheets (3 sheets)		2	2	16					
Roadway Improvement Sheets (up to 8 sheets)	4	6	48	72					
Signing and Striping details (2 sheets)	3	6	6	18					
Engineer's Construction Cost Estimate		2			1				
Specifications		4			2				
Task 5 - Construction Assistance									
Bid and Construction Phase (RFIs and Submittals - 4 total assumed)		2	6						
Record Drawings		1		12					
Total	**8**	**40**	**88**	**159**	**6**	**0**	**0**	**0**	**49**
% Resource Allocation	***2%***	***11%***	***25%***	***45%***	***2%***	***0%***	***0%***	***0%***	

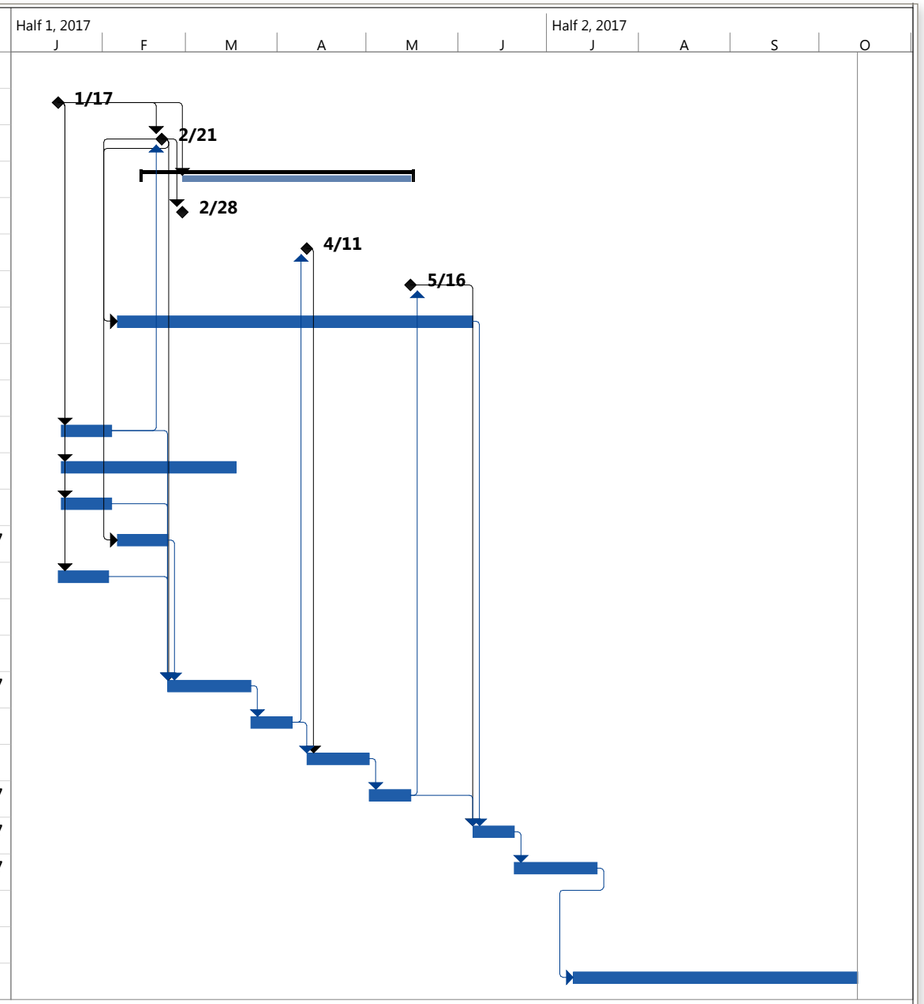
Marine Avenue Improvement Plans

Work Breakdown Structure (WBS) Description	Civil/Traffic Design Team					Survey			LaBelle Marvin Pavement
	QA/QC Manager	Senior Project Manager	Project Engineer	Civil/Traffic Designer	Administrative	Project Manager	Surveyor	Administrative	Principal Engineer
Task 1 - Project Management & Administration									
Kick-Off meeting		2	2						
Project Progress Meetings (4 ea)		8	8		2				
Schedule Updates and Stakeholder Coordination (1 meeting)	1	3	3		1				
Task 2 - Preliminary Engineering									
Research and Field Investigation (including curb ramp survey)		1	4	8					
Right-of-Way Services		1	2			8	8	2	
Utilities		1	4	12					
Base Mapping		1	4	21					
Geotechnical Investigation and Report		1	1						52
Tasks 3 & 4 - Design & Final Engineering									
Title, Index and Typical Section Sheets (3 sheets)	1	2	2	16					
Roadway Improvement Sheets (4 sheets)	3	6	24	48					
Signing and Striping sheets (4 sheets)	3	6	12	32					
Engineer's Construction Cost Estimate		2	2		1				
Specifications		4			2				
Task 5 - Construction Assistance									
Bid and Construction Phase (RFIs and Submittals - 4 total assumed)		2	6						
Record Drawings		1		12					
Total	**8**	**41**	**74**	**149**	**6**	**8**	**8**	**2**	**52**
% Resource Allocation	***2%***	***12%***	***21%***	***43%***	***2%***	***2%***	***2%***	***1%***	

PROJECT SCHEDULE

The detailed schedule below shows how Psomas intends to deliver this project within the allotted six month period.

ID	Task Name	Duration	Start	Finish
1	**TASK 1 - PROJECT MANAGEMENT & ADMINISTRATION**			
2	KICK OFF MEETING	0 days	Tue 1/17/17	Tue 1/17/17
3	PRELIMINARY DESIGN MEETING	0 days	Tue 2/21/17	Tue 2/21/17
4	**PROJECT PROGRESS MEETINGS**	**66 days**	**Tue 2/14/17**	**Tue 5/16/17**
5	No. 1 (Post Preliminary Design)	0 days	Tue 2/28/17	Tue 2/28/17
6	No. 2 (After receiving 60% comments)	0 days	Tue 4/11/17	Tue 4/11/17
7	No. 3 (After receiving 95% comments)	0 days	Tue 5/16/17	Tue 5/16/17
8	SCHEDULE UPDATES AND STAKEHOLDER COORDINATION	86 days	Mon 2/6/17	Mon 6/5/17
9				
10	**TASK 2 - PRELIMINARY ENGINEERING**			
11	RESEARCH AND FIELD INVESTIGATION	13 days	Wed 1/18/17	Fri 2/3/17
12	RIGHT-OF-WAY SERVICES	43 days	Wed 1/18/17	Fri 3/17/17
13	UTILITIES	13 days	Wed 1/18/17	Fri 2/3/17
14	BASE MAPPING	13 days	Mon 2/6/17	Wed 2/22/17
15	GEOTECHNICAL INVESTIGATION AND REPORT	13 days	Tue 1/17/17	Thu 2/2/17
16				
17	**TASKS 3 & 4 - DESIGN AND FINAL ENGINEERING**			
18	65% PS&E PLAN PRODUCTION	20 days	Thu 2/23/17	Wed 3/22/17
19	65% SUBMITTAL & REVIEW	10 days	Thu 3/23/17	Wed 4/5/17
20	95% PS&E PLAN PRODUCTION	15 days	Tue 4/11/17	Mon 5/1/17
21	95% PS&E SUBMITTAL & REVIEW	10 days	Tue 5/2/17	Mon 5/15/17
22	FINAL PS&E SUBMITTAL	10 days	Tue 6/6/17	Mon 6/19/17
23	BID PREP	20 days	Tue 6/20/17	Mon 7/17/17
24				
25	**TASK 5 - CONSTRUCTION ASSISTANCE**			
26	RFIs and SUBMITTAL	70 days	Mon 7/10/17	Fri 10/13/17



Project: Marine Ave & Liberty V
Date: Sun 12/11/16

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

All dates shown reflect date that were noted in the RFP. Psomas assumes the City review period as shown.

CONTRACT EXCEPTIONS

Psomas does not wish to propose any exceptions, additions, or deletions to the City's RFP.

Exhibit E: Distressed pavement on eastbound Marine Avenue

D | Fee Proposal

Fee Proposal

Liberty Village Improvement Plans

Work Breakdown Structure (WBS) Description	Civil/Traffic Design Team					Survey			Pavement	Total Hours	Direct Labor Subtotal	Indirect or Subconsultant Cost	Total
	QA/QC Manager	Senior Project Manager	Project Engineer	Civil/Traffic Designer	Administrative	Project Manager	Surveyor	Administrative	LaBelle Marvin				
Rate	**$200**	**$195**	**$120**	**$115**	**$100**	**$225**	**$140**	**$100**	**Not Applicable**				
Task 1 - Project Management & Administration													
Kick-Off meeting		2	2							4	$630		$630
Project Progress Meetings (4 ea)		8	8		2					18	$2,720		$2,720
Schedule Updates and Stakeholder Coordination (1 meeting)	1	3	3		1					8	$1,245		$1,245
Task 2 - Preliminary Engineering													
Research and Field Investigation (including curb ramp survey)		1	4	8						13	$1,595		$1,595
Utilities		1	4							17	$2,055		$2,055
Base Mapping		1	4	21						26	$3,090		$3,090
Geotechnical Investigation and Report		1	1						49	51	$315	$12,000	$12,315
Tasks 3 & 4 - Design & Final Engineering													
Title, Index, and Typical Section Sheets (3 sheets)		2	2	16						20	$2,470		$2,470
Roadway Improvement Sheets (up to 8 sheets)	4	6	48	72						130	$16,010		$16,010
Signing and Striping details (2 sheets)	3	6	6	18						33	$4,560		$4,560
Specifications		4			2					6	$980		$980
Task 5 - Construction Assistance													
Bid and Construction Phase (RFIs and Submittals - 4 total assumed)		2	6							8	$1,110		$1,110
Record Drawings		1		12						13	$1,575		$1,575
Total	**8**	**40**	**88**	**159**	**6**	**0**	**0**	**0**	**49**	**350**	**$38,845**	**$12,000**	
% Resource allocation	***2%***	***11%***	***25%***	***45%***	***2%***	***0%***	***0%***	***0%***					
												GRAND TOTAL	***$50,845***

Marine Avenue Improvement Plans

Work Breakdown Structure (WBS) Description	Civil/Traffic Design Team					Survey			Pavement	Total Hours	Direct Labor Subtotal	Indirect or Subconsultant Cost	Total
	QA/QC Manager	Senior Project Manager	Project Engineer	Civil/Traffic Designer	Administrative	Project Manager	Surveyor	Administrative	LaBelle Marvin				
Rate	$200	$195	$120	$115	$100	$225	$140	$100	Not Applicable				
Task 1 - Project Management & Administration													
Kick-Off meeting		2	2							4	$630		$630
Project Progress Meetings (4 ea)		8	8		2					18	$2,720		$2,720
Schedule Updates and Stakeholder Coordination (1 meeting)	1	3	3		1					8	$1,245		$1,245
Task 2 - Preliminary Engineering													
Research and Field Investigation (including curb ramp survey)		1	4	8						13	$1,595		$1,595
Right-of-Way Services		1	2			8	8	2		21	$3,555		$3,555
Utilities		1	4	12						17	$2,055		$2,055
Base Mapping		1	4	21						26	$3,090		$3,090
Geotechnical Investigation and Report		1	1						52	54	$315	$14,275	$14,590
Tasks 3 & 4 - Design & Final Engineering													
Title, Index and Typical Section Sheets (3 sheets)	1	2	2	16						21	$2,670		$2,670
Roadway Improvement Sheets (4 sheets)	3	6	24	48						81	$10,170		$10,170
Signing and Striping sheets (4 sheets)	3	6	12	32						53	$6,890		$6,890
Engineer's Construction Cost Estimate		2	2		1					5	$730		$730
Specifications		4			2					6	$980		$980
Task 5 - Construction Assistance													
Bid and Construction Phase (RFIs and Submittals - 4 total assumed)		2	6							8	$1,110		$1,110
Record Drawings		1		12						13	$1,575		$1,575
Total	**8**	**41**	**74**	**149**	**6**	**8**	**8**	**2**	**52**	**348**	**$39,330**	**$14,275**	
% Resource allocation	***2%***	***12%***	***21%***	***43%***	***2%***	***2%***	***2%***	***1%***					
												GRAND TOTAL	***$53,605***

E Appendix

SECTION

E Appendix

The following attachments are complete and signed where appropriate:

- Appendix B - Non-Collusion Affidavit
- Appendix C - Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services
- Appendix D - Certification of Proposal Form
- Addendum #1 Acknowledgement
- Addendum #2 Acknowledgement

APPENDIX B– Non-Collusion Affidavit

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.

2. This Proposal is genuine and not collusive or sham.

3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

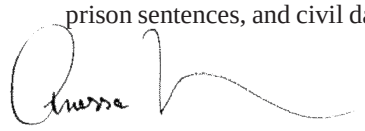
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Manhattan Beach or of anyone interested in the proposed contract.

5. All statements contained in the Proposal and related documents are true.

6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

7. I have not entered into any arrangement or agreement with any City of Manhattan Beach public officer in connection with this proposal.

8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.



Signature of Authorized Representative

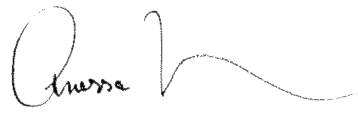
Anissa Voyiatzes, PE, QSD, ENV SP — Name of Authorized Representative

Vice President — Title of Authorized Representative

APPENDIX C – Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: Psomas Name (Please Print or Type)

By:  Consultant's Signature

Date: December 14, 2016

This executed form must be submitted with Scope of Work proposal.

APPENDIX D- CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP) **NO.** 1101-17

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

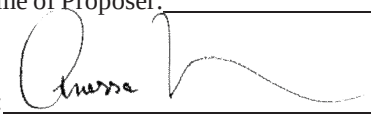
3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: Psomas

By: 

(Authorized Signature)

Type Name: Anissa Voyiatzes, PE, QSD, ENV SP

Title: Vice President

Date: December 14, 2016

City of Manhattan Beach
General Services

Phone: (310) 802-5568
FAX: (310) 802-5590
TDD: (310) 546-3501

November 21, 2016
Addendum #1 to RFP #1101-17
Engineering for Marine Ave/Liberty Village Project

With regard to the above-referenced RFP, please note the following information:

The Liberty Village area is being resurfaced; therefore access ramps along the streets adjacent to the resurfacing must be made compliant, including ADA requisites. The successful firm for the design of this project will provide an efficient and compliant strategy for the ramps. Please notice the existing condition on the south side of Marine Avenue between Peck Avenue and Herrin Avenue. The parkway has no sidewalk and dense vegetation between the curb on the south side of Marine Avenue and the northerly edge of pavement of the frontage road. Also of note is the location of the right-of-way line on the north side of Marine Avenue at back of curb from the mall on the west to the park on the east.

Record drawings from L. A. County's pavement rehab project for Marine Avenue are available and can be accessed by emailing Ken Kim at kkim@citymb.info.

We apologize for any inconvenience this may have caused. Please include acknowledgement of this page with your submittal.

Please note that only those subscribed to eNews will automatically receive any bid addenda that might be released. If you have any further questions, please contact me at geng@citymb.info or at 310-802-5567.

Sincerely,

Gwen Eng
Purchasing Manager

Acknowledged:

Signature

Company: Psomas

Addendum #2 (11/30/16)

Q14. The landscape buffer does not have a designation. Can you confirm whether it is to be removed, protected in place, or evaluated during the project for one of the above options?

A14. *The landscape buffer is to be protected in place.*

Q15. The Scope of Work states "There will not be any changes in existing street alignment, and elevations." for both Marine Ave and Liberty Village, but also states "concrete removal and replacement for this task shall be done for all curb, gutter and sidewalk necessary because of condition and all applicable access ramps because of condition and compliance with the latest ADA standards". Please confirm curb and gutter elevations will remain to match the existing – except at ramps where curb height/elevation may change but flow line will remain – while sidewalk elevations may change to meet ADA compliance.

A15. *Curb, gutter and sidewalk elevations are to remain unchanged unless modification is required to meet ADA standards.*

Q16. The Scope of Work does not discuss traffic signal components, assuming they are all expected to remain protected in place. However, traffic loops within the pavement at signalized intersections along Marine Ave. may be disturbed depending upon the pavement rehabilitation. Please provide as-builts or standards for anticipated depths of traffic loops along Marine Ave and confirm that any traffic loops expected to be disturbed will be replaced in kind

A16. *Record drawings will be provided to the selected design consultant, however field review is an important element to preparing accurate plans and specifications. Consultant is required to identify all existing traffic loops located in the work area, and include a line item in the bid schedule for replacement.*

Q17. Can we use 11x17 size paper?

A17. *It is fine to use 11x17 for schedules and other attachments, however, the electronic copy must be readable without use of magnification.*

Q18. Does the fee proposal need to be in a separate envelope? Also there are no points allotted for fees in the evaluation process. Is this correct?

A18. *The fee proposal should not be in a separate envelope. Price is a factor; however, it is not the primary basis for an award.*

Q19. The City's Professional Services Agreement with regards to the indemnity provisions for Design Professional Services is not wholly compliant with the requirements of CA Civil Code 2782.8 and we would like to know if the City is amenable to removing the problematic language listed below to make the indemnification compliant with the requirements of the civil code?

A19. *Our legal department is crafting response, which will be released as soon as it becomes available.*

We apologize for any inconvenience this may have caused. Include acknowledgement of this page with your submittal.

Acknowledged:

Psomas

PSOMAS

555 S. Flower Street
Suite 4300
Los Angeles, CA 90071
213.223.1400 Phone
213.223.1444 Fax
www.Psomas.com

EXHIBIT B
APPROVED FEE SCHEDULE

PSOMAS FEE PROPOSAL TO PROVIDE ENGINEERING SERVICES
TO THE CITY OF MANHATTAN BEACH FOR
MARINE AVANUE FROM SEPULVEDA BOULEVARD TO AVIATION BOULEVARD

Marine Avenue Improvement Plans Fee Proposal

	Civil/Traffic Design Team					Survey			Pavement				
Work Breakdown Structure (WBS) Description	QA/QC Manager	Senior Project Manager	Project Engineer	Civil/Traffic Designer	Administrative	Project Manager	Surveyor	Administrative	LaBelle Marvin	Total Hours	Direct Labor Subtotal	Indirect or Subconsultant Cost	Total
Rate	$200	$195	$120	$115	$100	$225	$140	$100	Not Applicable				
Task 1 - Project Management & Administration													
Kick-off Meeting		2	2							4	$ 630.00		$ 630.00
Project Progress Meetings (4 each)		8	8		2					18	$ 2,720.00		$ 2,720.00
Schedule Updates and Stakeholder Coordination (1 meeting)	1	3	3		1					8	$ 1,245.00		$ 1,245.00
Task 2 - Preliminary Engineering													
Research and Field Investigation (including curb ramp survey)		1	4	8						13	$ 1,595.00		$ 1,595.00
Right-of-Way Services		1	2			8	8	2		21	$ 3,555.00		$ 3,555.00
Utilities		1	4	12						17	$ 2,055.00		$ 2,055.00
Base Mapping		1	4	21						26	$ 3,090.00		$ 3,090.00
Geotechnical Investigation and Report		1	1						52	54	$ 315.00	$ 14,275.00	$ 14,590.00
Tasks 3 & 4 -Design & Final Engineering													
[redacted]	1	2	2	16						21	$ 2,670.00		$ 2,670.00
Roadway Improvement Sheets (4 sheets)	3	6	24	48						81	$ 10,170.00		$ 10,170.00
Signing and Striping Details (4 sheets)	3	6	12	32						53	$ 6,890.00		$ 6,890.00
Engineer's Construction Cost Estimate		2	2		1					5	$ 730.00		$ 730.00
Specifications		4			2					6	$ 980.00		$ 980.00
Task 5 - Construction Assistance													
Bid and Construction Phase (RFIs and Submittals - 4 total assumed)		2	6							8	$ 1,110.00		$ 1,110.00
Record Drawings		1		12						13	$ 1,575.00		$ 1,575.00
Total	8	41	74	149	6	8	8	2	52	348	$ 39,330.00	$ 14,275.00	
% Resource Allocation	*2%*	*12%*	*21%*	*43%*	*2%*	*2%*	*2%*	*1%*					
												GRAND TOTAL	$ 53,605.00

PSOMAS FEE PROPOSAL TO PROVIDE ENGINEERING SERVICES
TO THE CITY OF MANHATTAN BEACH FOR LIBERTY VILLAGE IMPROVEMENT PROJECT

Liberty Village Improvement Plans Fee Proposal

	Civil/Traffic Design Team					Survey			Pavement				
Work Breakdown Structure (WBS) Description	QA/QC Manager	Senior Project Manager	Project Engineer	Civil/Traffic Designer	Administrative	Project Manager	Surveyor	Administrative	LaBelle Marvin	Total Hours	Direct Labor Subtotal	Indirect or Subconsultant Cost	Total
Rate	$200	$195	$120	$115	$100	$225	$140	$100	Not Applicable				
Task 1 - Project Management & Administration													
Kick-off Meeting		2	2							4	$ 630.00		$ 630.00
Project Progress Meetings (4 each)		8	8		2					18	$ 2,720.00		$ 2,720.00
Schedule Updates and Stakeholder Coordination (1 meeting)	1	3	3		1					8	$ 1,245.00		$ 1,245.00
Task 2 - Preliminary Engineering													
Research and Field Investigation (including curb ramp survey)		1	4	8						13	$ 1,595.00		$ 1,595.00
Utilities		1	4							17	$ 2,055.00		$ 2,055.00
Base Mapping		1	4	21						26	$ 3,090.00		$ 3,090.00
Geotechnical Investigation and Report		1	1						49	51	$ 315.00	$ 12,000.00	$ 12,315.00
Tasks 3 & 4 -Design & Final Engineering													
[redacted]		2	2	16						20	$ 2,470.00		$ 2,470.00
Roadway Improvement Sheets (up to 8 sheets)	4	6	48	72						130	$ 16,010.00		$ 16,010.00
Signing and Striping Details (2 sheets)	3	6	6	18						33	$ 4,560.00		$ 4,560.00
Specifications		4			2					6	$ 980.00		$ 980.00
Task 5 - Construction Assistance													
Bid and Construction Phase (RFIs and Submittals - 4 total assumed)		2	6							8	$ 1,110.00		$ 1,110.00
Record Drawings		1		12						13	$ 1,575.00		$ 1,575.00
Total	8	40	88	159	6	0	0	0	49	350	$ 38,845.00	$ 12,000.00	
% Resource Allocation	*2%*	*11%*	*25%*	*45%*	*2%*	*0%*	*0%*	*0%*					
												GRAND TOTAL	$ 50,845.00

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

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

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

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

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

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