

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated December 19, 2017, ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Quantum Consulting, Inc. 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. 1121-17 on April 18, 2017 seeking proposals for the provision of construction inspection services for various capital improvement projects. Contractor submitted a proposal dated May 10, 2017 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 as an independent 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 Frank Bigdeli, 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 by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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 Date through December 30, 2018 unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. The services are for a Senior Construction Inspector only at a rate of \$132 per hour and in no event shall Contractor be paid more than \$150,000.00 (the "Maximum Compensation").

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. **Indemnities for Third Party Claims.**

1. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify 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, expenses, 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 "Liabilities"), 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 Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities 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 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 A.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 indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in 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 Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and 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.

C. 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 indemnities in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under 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 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:
Attn: Prem Kumar
City of Manhattan Beach
3621 Bell Ave
Manhattan Beach, California 90266
Telephone: (310) 802-5352
Email: pkumar@citymb.info

If to Contractor:
Frank Bigdeli, President
Quantum Consulting, Inc.
2720 Sepulveda Blvd. Suite 100
Torrance, CA 90505
Telephone: (310) 891-3994
Email: Fbigdeli@thequantumconsulting.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.

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: BRUCE MOE
Title: ACTING CITY MANAGER

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:

Quantum Consulting, Inc.
a California Corporation

By: _____

Name: Frank Bigdell
Title: President

By: _____

Name: _____
Title: _____

EXHIBIT A
SCOPE OF SERVICES

Proposal to Provide:

Construction Inspection Services for Various Capital Improvement Projects RFP No. 1121-17

Presented to:



CITY OF MANHATTAN BEACH

May 10, 2017



QUANTUM CONSULTING, INC

Consulting Engineering Services
2720 Sepulveda Boulevard, Suite 100
Torrance, CA 90505
P: 310 891-3994 F: 310 891-3995
www.thequantumconsulting.com



Quantum Quality Consulting, Inc.
Consulting Engineering Services

May 10, 2017

Ms. Gwen Eng
Purchasing Manager
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266
C/O: City Clerk's Office

RE: **Proposal for RFP #1121-17, Construction Inspection Services**

Dear Ms. Eng,

Thank you for the opportunity to present our Proposal for RFP #1121-17, Construction Inspection Services.

Quantum Quality Consulting, Inc. is a full service civil engineering consulting firm exclusively serving municipal clients in Southern California for over 20 years.

We are currently successfully providing similar on-call inspection services for the cities of Lake Forest, Hermosa Beach, Gardena, and Lomita. We have previously provided similar services for over 20 other municipalities such as cities of Compton, Azusa, and Lawndale.

Because of our intimate familiarity with municipal inspections services especially for the South Bay cities, we are uniquely qualified to perform the same excellent services for the City of Manhattan Beach. Some of our inspectors live in the South Bay and our office is also located in the South Bay making it much easier to be responsive to immediate inspection requests.

Our proposed team of senior inspectors have also performed as construction managers for other CIP projects so they can render services both as inspectors as well as construction managers. Moreover, they are familiar with the requirements associated with all types of funding usually utilized to implement the projects and can provide such things as daily and weekly reports, which conform to the requirements so as to successfully facilitate possible audit of the projects.

- *Experienced Principal in Charge* | Principal in charge and primary contact, Frank Bigdeli, P.E., currently serves as the contract city/traffic engineer for the City of Gardena. He has also previously functioned as the contract city/traffic engineer for the cities of Lawndale and Azusa, and as public works director for the City of Hermosa Beach. He has more than 30 years of widely varied experience in the field of civil engineering, traffic engineering and construction management including years of experience managing various CIP programs. Mr. Bigdeli is the point of contact with the City of Manhattan Beach, however the inspectors will perform directly under the direction of the City of Manhattan Beach project manager
- *Qualified Senior Inspectors* | We propose a list of five senior inspectors for the inspection services. Each inspector has at least 30 years of experience in performing inspection services for municipal CIP projects. Because of number of proposed inspectors, we will be available to perform the

2720 Sepulveda Blvd. Suite 100, Torrance, CA 90505
P.310.891.3994-F.310.891.3995
www.thequantumconsulting.com





Quantum Quality Consulting, Inc.

Consulting Engineering Services

services on a short notice to commence as well provide services on multiple projects. Our inspectors approach is to resolve the issues no matter what the source to complete the project on-time and within budget.

Moreover, we are currently providing design services for the City of Manhattan Beach and as such we are intimately familiar with the City's standards, procedures, and protocols so there's no "learning curve" associated with our services. We are additionally sensitive to the community to try and mitigate impact on staff, residents, and business owners during construction.

We take pride in the fact that during our entire existence as a firm, we have never been involved in any liability or litigation directly or indirectly attributed to our services.

- Some of Our Current Involvement |

- ✓ Design Services: Cities of Manhattan Beach, Hermosa Beach, and Torrance
- ✓ (On-Call) CM&I Services: Cities of Lomita, Gardena, and Lake Forest.

The office location and the contact person are listed below:

Quantum Quality Consulting, Inc.

Frank Bigdeli, P.E. / Principal in Charge

2720 Sepulveda Blvd., Suite 100 Torrance, CA 90505

P: 310.891.3994, F: 310.891.3995

Email: fbigdeli@thequantumconsulting.com

Our hourly rate for any of the proposed senior inspectors is \$125 with a minimum of two hours per task.

We have read and fully understand the entire requirements as listed in the RFP and will perform accordingly and immediately upon the notice to proceed. We attest that there are no financial impediments to performance of the proposed contract and that all information submitted with this proposal is true and correct. Our proposal is valid for at least 90 days.

Should you have any questions or comments please do not hesitate to contact us at your convenience.

Sincerely,

Frank Bigdeli, P.E.

President

Attachment: Proposal





Proposal for Inspection Services for
Various Capital Improvement Projects
City of Manhattan Beach
RFP No. 1121-17

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A. FIRM BACKGROUND

Quantum Quality Consulting, Inc. is a California Corporation with staff of professionals who provide municipal engineering services including **construction management & inspection (CM&I)**, construction administration, design engineering, grant acquisition, project management, planning studies, master planning, pavement master plans, infrastructure, facility design and program management services to municipalities throughout Southern California since 1995.

Our team of professional engineers, staff engineers, construction managers, inspectors, and support staff are well versed in matters related to municipal engineering having served both as city employees and consultants. We are well versed in the myriad of issues of the typical public works and municipal department Capital Improvement P projects due to our experience with our services and projects for numerous cities. We provide an array of professional services that meets and exceeds our client's expectations:

- Quantum Consulting has provided CM&I services for Street and Median Improvement; Pedestrian Facility and ADA Compliant; Storm Drain; Water & Sewer Facilities; Traffic Signage, Striping and Traffic Control Projects; Pavement Management Plans; Grant Conformance and Administration (CDBG, Measure R, Prop C, FAU); and Contract Administration.
- We are currently providing on-call CM&I services for the cities of Lake Forest, Lomita, and Gardena, and provided on-call CM&I services for the cities of Lawndale, Compton, Carson, and Azusa previously.
- Our on-call CM&I services have been completed to the satisfaction of the staff at public works/water department and agencies, receiving accolades from Directors and City Engineers on numerous occasions.
- Over the past ten years, we have provided CM&I for projects having a construction value of over \$800M. Our largest project that we provided CM&I services was for the City of Azusa Public Works Department for the Rosedale Community Project consisting of development of a 1000 acre tract. We have also performed on much smaller projects such as one-day inspection services for the City of Lomita, Community Development Department.

"Track Record"

- ✓ We continue to complete all of our services for all of our projects on time and within budget;
- ✓ We complete our services to the satisfaction of the public works department staff, the municipal management staff, and the affected communities.
- ✓ Quantum has never asked for any additional fees from any client beyond our approved contract and;





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- ✓ Quantum has not been involved in bankruptcy, pending litigation, planned office closures, impending merger that may impede our ability to provide services to the City

The following is a partial list of the cities and agencies for which the Quantum Team has provided various types of municipal engineering services.

Anaheim	Carson	Fullerton	Lake Forest	Palmdale
Arcadia	Cerritos	Gardena	Lancaster	Redondo Beach
Azusa	Chino	Hawthorne	Lawndale	San Marino
Baldwin Park	Commerce	Hermosa Beach	Lomita	Santa Monica
Beverly Hills	Compton	Inglewood	Los Angeles	South El Monte
Burbank	County of L.A.	Irvine	Manhattan Beach	Torrance
California City	Culver City	La Puente	Newport Beach	Thousand Oaks
Caltrans	El Monte	Lake Elsinore	Norwalk	West Covina

B. SCOPE OF WORK

Project Schedule

Quantum understands that the City of Manhattan Beach is looking for a qualified consultant to provide Inspection Services on an as-needed basis for the following nineteen (19) construction projects between June 2017 and June 2018, from start to completion. Though these projects are not expected to necessarily be active at the same time, Quantum's proposed inspectors will be able to inspect several projects concurrently at any given time.

PROJECT NAME (estimated duration)	CALENDAR YEAR
Citywide Storm Drain Repair Project (12 wks.)	Q3 2017
Parkview Avenue Sidewalk Project (5 wks.)	Q3 2017
Street Resurfacing of Manhattan Beach Blvd. (Sepulveda Blvd – Aviation Blvd.) (14 wks.)	Q3 2017
Street Resurfacing of 1100 block of 3rd St. (5 wks.)	Q3 2017
Street Resurfacing of Manhattan Ave./Highland Ave. between Homer Street and 10 th Street (8 wks.)	Q3 2017
Field Netting Replacement at Dorsey, Live Oak and Manhattan Heights Parks (6 wks.)	Q3 2017
Parking Lot 1 Retaining Wall replacement Project (6 wks.)	Q3 2017
Marine Ave Baseball Field Synthetic Turf Replacement Project (12 wks.)	Q4 2017



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Block 35 Elevated Tank corrosion repair and paint (14 wks.)	Q4 2017
Veterans Parkway Landscape/Hardscape Project (8 wks.)	Q4 2017
Citywide Repair/Rehab Sewer Mains (12 wks.)	Q4 2017
Street Improvements and Widening of Aviation Blvd. at Artesia Blvd., SB to WB Right-Turn Lane (10 wks.)	Q1 2018
Downtown Traffic Signal Pole Replacement Project (14 wks.)	Q1 2018
Street Resurfacing within Liberty Village (10 wks.)	Q1 2018
Annual Curb, Gutter and Ramp Replacement Project (8 wks.)	Q1 2018
Street Resurfacing of Marine (Sepulveda to Aviation) (10 wks.)	Q1 2018
Street Resurfacing of Rosecrans Avenue (Sepulveda to Aviation) (8 wks.)	Q2 2018
Annual Slurry Seal Project (10 wks.)	Q2 2018
Citywide Local Streets Resurfacing Project (10 wks.)	Q2 2018

Inspection Services

Quantum Consulting expects to provide Inspectors to perform the following services for the City of Manhattan Beach as stated in the RFP:

1. Review the Plans and Specifications thoroughly prior to the pre-construction meeting.
2. Establish effective communications with the Contractor, other agencies, utilities, and business and property owners.
3. Ensure compliance with the Plans, Specifications, and other requirements, such as, but not limited to, the Contract, Traffic Control, Cal/OSHA Standards, CCO, Permits, Standard Plans, checking line, grade, size, elevation, and location of improvements.
4. Monitor extra work.
5. Perform project oversight for the monitoring of traffic control, damage to infrastructure, and replacement of infrastructure to Manhattan Beach City Standards.
6. Attend the weekly construction meetings.
7. Keep daily dairies (logs), fill out Incident (accident) Reports, and take pictures of the project. Quantum's Inspectors will submit daily Inspection Reports identifying work done by the Contractor to the Consultant Project Manager on the next business day for review and filing.
8. Document all Contractor delays, reasons for delay, length of time for delay, and Phases of work.



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9. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor. Determine whether the work of the Contractor is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work.
10. Identify and report potential contractor claims and recommend resolution.
11. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.
12. Periodically compare Certified Payrolls and the Prevailing Wage Rates, and verify proper payment.
13. During the course of inspection and monitoring of the work, if Quantum's Inspectors observe an unsafe situation, they will notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Quantum's Inspectors will notify the City and Cal OSHA.
14. Measure and tabulate contract quantities.
15. Review the Contractor's invoices, verify completed work, and approve all quantities.
16. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.
17. Prepare status report for project close-out and all applicable documents as "closeout" file.
18. Quantum's Inspectors understand that they do not have the authority to allow deviations from the Contract Plans and Specifications.
19. Each of Quantum's Inspectors possesses a digital camera, and will provide digital images of the project to the City of Manhattan Beach in "jpg" format.
20. Each of Quantum's Inspectors possesses a vehicle and a mobile phone for immediate contact by the City, and can show proof of a valid California's driver's license and insurance.
21. Quantum's Inspectors understand that normal working hours are from 7:30 a.m. to 5:30 p.m. with a 1 hour lunch break but may need to adjust to 7 am to 4:30 pm with ½ hour lunch due to construction activities.
22. Perform other related duties as required.

Standards of Services from Qualified Staff

Quantum Consulting has assembled a team of highly experienced Senior Inspectors with decades of service with numerous public agencies in Southern California. All of the personnel proposed to provide services will be available on an as-needed basis for the nineteen (19) construction projects between June 2017 and June 2018.

Quantum Consulting's Inspectors have the necessary experience and knowhow of construction equipment, materials, methods, and workmanship for the specific work to be performed on the projects. The Inspectors are able to understand and interpret Plans and Specifications and will be familiar with the current *Greenbook* (Standard Specifications for Public Works Construction), Caltrans

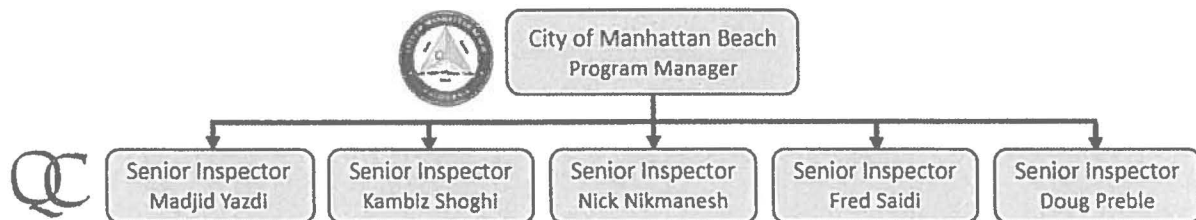


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Standard Specifications, City Standards, and OSHA Construction Safety Orders. Interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. The Inspector will be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

Organizational Chart

The following figure shows the proposed organization chart with Quantum's Inspectors reporting directly to the City of Manhattan Beach's program manager.





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D. INSPECTOR RESUMES



Madjid Yazdi Senior Inspector

Education

- B.S., Mechanical Engineering,
Old Dominion University

Years of Experience

- 15

Registration

- California State Contractor
License
- California State Real Estate
License
- Landscape Sustainable G3
Certificate
- AutoCAD Operator

Mr. Yazdi has 15 years of experience in construction inspection and management. He has provided inspection for pavements rehabilitation, storm drains, sewers and other projects. He is familiar with funding requirements from various agencies and governmental entities.

Mr. Yazdi managed multiple educational modernization and ADA Compliance projects for LAUSD projects. He managed the development of residential and commercial projects, from design stage through construction documents and then through construction. He managed Seismic Retrofit projects in San Francisco areas for commercial and multi-unit, multi-story commercial and residential Buildings. In other endeavors, he has executed contracts for warehouse construction and renovation, including complete structural rehabilitations and full mechanical improvements.

He has managed projects ranging from \$200K to \$3M utilizing the gates process. He has excellent communication skills with expertise in evaluation and compliance with local, state, and national code and standards such as ANSI, ASME, section 8, and other applicable local, state, and national codes and standards.

Mr. Yazdi is intimately familiar with community involvement to mitigate construction impact by open line of communication with all share holders.

Relevant Experience

Inspector, Riverside Drive Storm Drain Project, Chino, CA

Mr. Yazdi provided inspection for the 66" Riverside Drive Storm Drain from Yorba Avenue to Telephone Avenue, an area which included two schools, multiple signals and businesses which required continuous public access to remain viable. He provided oversight services for construction of pavement, curbs, gutter, median island, 66" storm drains, sidewalks, and related works for the City of Chino.

Inspector, Slurry Seal Program, Lake Elsinore, CA

Mr. Yazdi provided Citywide public works inspection services for the City of Lake Elsinore in 2014 on the Quantum managed project. During this time, he provided inspections for improvements for public and semi-private facilities within or affecting the right of way, including pavement rehabilitation, drainage, sewer and water facilities, traffic control. This work included coordination and notification to residents to maintain access to individual properties and businesses during construction, maintain high quality of workmanship due to visibility of the project.

Inspector, Rosedale Mixed Use Project (600 acres), Azusa, CA





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Mr. Yazdi worked as one of inspector team members for the 600 acre multiuse Rosedale development project in the foothills above the City of Azusa. This effort covered inspection of all public improvements including parks, street improvements, sewer improvements, and drainage improvements.

Inspector, Holifield Park Plaza Project, Norwalk, CA

Mr. Yazdi provided inspection services for this project which included an 8000 SF community building and concession stand for the City's little league and ball field upgrades, improved utilities and landscape.



**Kambiz Shoghi
Senior Inspector**

Education

- B.S. Civil Engineering,
Northern Arizona University
- Master of Science
- Industrial Engineering
Northern Arizona University

Years of Experience

- 35

Registration

- Water Distribution
Certification T-5
- Water System Operator
Multiple Levels
- Treatment T-2

Professional Affiliations Included

- American Public Works
Association (APWA)
- American Water Works
Association (AWWA)

Professional License

- General Engineering
Contractor, Class A

Mr. Shoghi has over 35 years of experience in various capacities in the field of civil engineering. He worked extensively in the roadway and pipeline construction industry in his early career. He became a public works engineer and became Principal Public Works Engineer for the City of Compton. He then provided project management roadway construction program within the City.

He then became Manager of the Municipal Water Department directing many major water main projects throughout the City. He provided direct supervision of project work throughout his tenure. During his tenure, the Department also managed a number of roadway and sewer projects to supplement the public works group.

He now provides project and inspection services for Quantum Consulting under Frank Bigdeli, P.E. He has been a primary component of the team providing construction management and inspection services in South Orange County and the South Bay Cities. He was an integral part of the Vermont and Rosecrans Roadway and Median Improvement Projects for the City of Gardena.

He continues to work with Caltrans and numerous agency sources to develop capability for clients to move forward with projects. He is currently aiding in development of the Measure R funded PCH and Aviation improvements project.

Relevant Experience

Inspector, Caltrans Portola Roadway Widening at 241 Tollway ADA Improvements, Lake Forest

He currently provides inspection services for the City of Lake Forest on their Caltrans Portola Roadway Project at 241 Tollway, Village Pond Park reconstruction, and just completed Slurry Seal, Park improvement and ADA improvements project funded by CDBG.





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Inspector, Slurry Seal Program, Lake Elsinore, CA

Mr. Shoghi provided inspection services for the City of Lake Elsinore. This work included coordination and notification to residents to maintain access to individual properties and businesses during construction, maintain high quality of workmanship due to visibility of the project.

Inspector, Citywide CDBG Sidewalk and Pedestrian Safety Improvements, City of Lomita, CA:

Mr. Shoghi provided inspection services for the Citywide Sidewalk and Pedestrian Safety Improvements design and construction management for the City of Lomita. The work consisted of concrete sidewalks, curb ramps per ADA, curb and gutter, removal and replacement of trees, intersection striping and signage installation at various locations throughout the City of Lomita. The construction cost for this project was \$270,000. On behalf of the City of Lomita and the City Council, we received a letter from the Public Works Director informing us that they are very pleased with the work that our team has done on this project.

Project Manager, Northwood Ave Roadway Reconstruction and Sewer Line Replacement

Mr. Shoghi provided State funded project management from the bidding through construction of the of Northwood Project adding a new sewer main, installation of manholes, laterals, new roadway section and new pedestrian facilities to upgrade the area. The Quantum team provided project management, construction management and engineering support during construction. Mr. Shoghi provided construction documents interpretation and consultation during the bidding and construction phases of the project. He prepared bid addenda as required to provide clarification to contract documents and responses to Requests for Information (RFI) and Requests for Clarification (RFC). The team provided shop drawing and proposed materials review of Contractor's submittals, provided change order review and met with City to discuss change orders and construction issues.

Project Manager, City - Western Section, Roadway Replacement

He provided project management for preliminary design, and preparation of project plans, specifications and estimate for reconstruction, bidding, and construction management of the complete project. The extensive project also included new distribution mains replacement prior to the complete roadway reconstruction. Project work included new paving section, striping, curb and gutter, sidewalk, approaches, cross gutters, and ADA ramps to provide a complete area services and roadway improvement.

Project Manager, 2015 Pavement Management Program, Gardena

Mr. Shoghi provided Management of the 2015 Pavement Management PMP (which provided updates from the previous PMP which were performed every three to four years since 2008 for the City of Gardena. This most recent update was completed in April 2015. The City has just over 100 centerline miles of streets. The Quantum Team performed the 2015 Study for the City of Gardena with high quality of service, on time and within budget. Our services included analyzing the existing pavement system, assigning a Pavement Condition Index (PCI) rating for citywide sections of the paved roadway. A five-year plan to improve the condition of the roadway system was prepared. Pavement investigations consisted of performing a citywide inspection and systematic evaluation of the pavement distress of a predetermined scale. Pavement restoration projects based on this study will be designed to maintain and improve the citywide index.

Inspector, Alley and Related Street Improvements

Mr. Shoghi was part of the Quantum team which prepared complete project plans, specifications and estimate for reconstruction of through alley and tee configured alleys with local business pedestrian alley access, five roadway alley





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approaches, gutters, sidewalk, and ADA access replacements to provide a complete improvement of the existing facilities. Work included pedestrian improvements replacement, and other details to complete the work.



**Nick Nikmanesh
Senior Inspector**

Education

BS, Environmental Engineering,
Oklahoma University

Years of Experience

15

Registration

Safety Training, Water Testing
Asbestos and Lead Awareness Los
Angeles Unified School District

Mr. Nikmanesh has over fifteen years of experience in construction inspection and management. Provided inspection services on various public works projects including the Carson Community Center Rehabilitation program, Citrus Condominiums and related roadway project, and construction inspection for improvements associated with a redevelopment project. Provided inspection services for the Quantum managed, City of Azusa, Rosedale Project, a 600-acre multiuse development and the downtown Boulevard Improvements Project. Other similar projects include the City of Thousand Oaks Thousand Oaks Boulevard Improvements Project, and the City of Lawndale Hopper Park Improvements Project. Team member providing inspection services for the Hemingway Park Aquatic Center, a complete new recreation and multi swimming pool complex project in an existing City park for the City of Carson.

Relevant Experience

Inspector, City of Lawndale, Charles B. Hopper Park Project, Construction Inspection:

Quantum Consulting provided construction management and inspection services to the City of Lawndale for a new city park on an available property within a residential neighborhood. Because of the location, public outreach was essential during the course of construction. Due to the tight site constraints it was necessary to work closely with the City, the contractor and the nearby residents to minimize construction impacts. This park was completed with minimal disruption to the nearby residents and accolades were received.

Inspector, City of Azusa, Rosedale 600 Acre Mixed Use Project Construction Inspection:

Quantum Consulting provided construction management and inspection services to the City of Azusa for the 600 acre Rosedale mixed use project in the foothills of Azusa. Inspection included rough grading, final grading, drainage improvements, construction pads, residential utilities installation, street construction, new pedestrian facilities, new underground utility improvements, and two new public parks. This work also included careful monitoring of the approved SWPPP's and application of BMP's around the development site during the course of construction.

Inspector, City of Lomita, Citywide Sidewalk and Pedestrian Safety Improvements

Quantum completed the Citywide Sidewalk and Pedestrian Safety Improvements design and construction management for the City of Lomita. Quantum provided engineering design, construction management and inspection services for this project. The work consisted of multi-location concrete sidewalks, curb ramps per ADA, curb and gutter, removal and replacement of trees, intersection striping and signage installation at various locations throughout the City of Lomita. On behalf of the City of Lomita and the City Council, Quantum received a letter from the Public Works Director informing us that they are very pleased with the work that Nick and our team has done on this project.

Inspector, Carson, Hemingway Aquatic Center, Project Management, Inspection:

Quantum Consulting provided project management, construction management and inspection for a new aquatic center at Hemingway Park in the City of Carson. This project included two swimming pools and a pool facilities and office building





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within the existing city park. Quantum provided services including night inspection on this project for water main interconnections in Avalon Blvd.

Inspector, South Bay Sam's Club, Inspection Services:

This project included all underground utilities for a new Sam's Club big box retail store and related site. Quantum Consulting provided construction management and an inspection team for the underground utilities including storm drain and sewer connections.

Inspector, Village Center (Block 36) Utilities Relocation:

This project included sewer main relocation, water main relocation, gas main relocation, new service connections for each relocation, electrical distribution, telephone system, CATV and underground systems for a large in-fill redevelopment site in Downtown. Work included the relocation of existing sewer mains, water mains and gas mains from alleys located within the redevelopment site to the adjacent public streets. Work included relocated service connections and associated paving. Work also included rerouting of overhead electrical lines, CATV lines, telephone lines to conduit.

Inspector, City of Azusa, Fenimore Avenue Project, Oversight and Inspection:

Quantum Consulting provided construction management and inspection services for new multi-unit residential and commercial improvements which included pedestrian facilities, landscaping, off-site underground utility improvements, new streets, utilities, and the restoration of a shopping center with a revitalized theater. The total project recreated the Citrus Foothill area which is adjacent to two colleges. Bicycle facilities were also included.

Inspector, City of Carson, Community Center Roof & HVAC Project, Architectural/Engineering Design

Quantum Consulting was responsible for all aspects of this project that included structural upgrades to the Community Center, new roofing system and complete new HVAC mechanical system was replaced. Quantum Consulting prepared the architectural plans, specifications and estimates (PS&E) for the project, and provided project management, construction management and inspection services to the City of Carson.

Project Manager, Private Construction Companies, Norman, OK:

Mr. Nikmanesh managed construction of single and multiple family dwellings and commercial strip malls. He managed the screening, selecting, appointing and scheduling of contractors. Managed the entire projects for quality, cost and time efficiency and for on time completion.



**Fred Saidi
Senior Inspector**

Education

- Engineering, University of Oregon
- B.S. Industrial Engineering
Calif State University,
Los Angeles
- Glendale College AA
Engineering

Years of Experience

Mr. Saidi has over 34 years of experience in various capacities in the field of civil engineering, project management and inspection.

He performed project work extensively in the roadway and pipeline construction industry in his early career. He subsequently became an Associate Engineer in the private sector in Orange County.

In this field he provided plan checking and permit processing for multiple municipalities. This included roadway, median, intersection and related projects which were verified on completion.

He was part of a team that performed general civil land surveying for construction of streets, curb and gutter, sidewalk, ADA ramps, paving





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➤ 34

replacement, and drainage.

Registration/Certification

He also was part of the team providing field control for storm drain and sewer projects.

➤ Traffic Control

ITS Berkley

He then moved into the municipal area as a public works inspector and became the primary outside inspector in the City of Compton. In this capacity he provided project inspection and oversight for road and sewer construction projects within the City.

➤ Federal Aid Construction

Professional Affiliations Included

➤ American Public Works

Association (APWA)

Relevant Experience

Inspector, Northwood Ave Roadway Reconstruction and Sewer Line Replacement

Mr. Saidi provided City project administration and inspection from the bidding through construction of the of Northwood Project adding a new sewer main, installation of manholes, laterals, new roadway section and new pedestrian facilities to upgrade the area. Quantum provided project management, construction management and engineering support during construction. Mr. Saidi provided interpretation during the construction phases of the project. The team also provided shop drawing and materials review of Contractor's submittals, provided change order review and met with City to discuss change orders and construction issues.

Project Inspector, Arterial Roadway Replacement

He provided project inspection onsite of the complete project. The extensive project also included new distribution mains replacement prior to the complete roadway reconstruction. Project work included new paving section, striping, curb and gutter, sidewalk, approaches, cross gutters, and ADA ramps to provide a complete area services and roadway improvement.

Inspector, Project Team Member, 2015 Pavement Management Program, Gardena

Mr. Saidi provided inspection for the 2015 Pavement Management PMP (which provided updates from the previous PMP which were performed every three to four years since 2008 for the City of Gardena. This most recent update was completed in April 2015. Gardena has just over 100 centerline miles of streets. Quantum performed the 2015 Pavement Management Study for the City of Gardena with high quality of service, on time and within budget. Team services included analyzing the existing pavement system, assigning a Pavement Condition Index (PCI) rating for citywide sections of the paved roadway. Pavement investigation consisted of performing a citywide inspection and systematic evaluation of the pavement distress of a predetermined scale. Pavement restoration projects based on this study will be designed to maintain and improve the citywide index.

Inspector, Arterial Blvd Street Improvements

He provided project inspection for the reconstruction with Proposition 42 funding of roadway and pedestrian improvements. Project included paving section, striping, curb and gutter, sidewalk, approaches, cross gutters, and ADA ramps to provide a complete municipal roadway restoration from Alameda St. to Long Beach Blvd. Project extended to the limits of Crane, a separate project.

Inspector, Greenleaf Boulevard and Crane Avenue Water Main Replacement

Mr. Saidi provided project inspection for the bond funded Greenleaf Boulevard and Crane Avenue Water Main Replacement Project for the City of Compton. The project extended from along Alameda and Long Beach Blvd. to Alondra and Rosecrans. CDBG funded Crane Avenue was reconfigured within the project. The project services required survey, utility coordination, pipeline, roadway restoration as well as reconfiguration on the City bridge top and creek access.





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Public Works Inspector, Linear Parks with Exercise Facilities, West, City of Compton

Mr. Saidi provided inspection on the park that extended from Alameda west to the industrial area of the City. The initial condition of the property was trackage which had been overgrown and become a hazard. The project required continuous monitoring due to reclaimed water and other systems installed. The work included coordination with adjacent schools.

Construction Inspector, Alondra Boulevard Waterline Improvements

Mr. Saidi provided construction inspection for the Alondra Boulevard Waterline Improvements. The project required continuous inspection and ability to resolve conflicts on a regular basis. This project was a part of the extensive Water Bond Improvements Program. In addition to new pipelines, the project included in-place lining for the existing pipe which was sound but had tuberculated which critically restricted flow.

Inspector, North of Compton Boulevard, South of Rosecrans Avenue, and West of Wilmington Avenue Waterline Replacement Project

Mr. Saidi provided project inspection for the bond funded waterline replacement project within business and residential neighborhoods. The roadway restoration required was extensive. The project replaced existing pipelines that were observed to be inefficient based on a Quantum water modeling evaluation. Project increased existing pipe diameters to greater diameter ductile iron mains to restore fire flows.

Inspector, Alley and Related Street Improvements

Mr. Saidi was part of the Quantum team which provided construction management and inspection services for reconstruction of through alley and tee configured alleys with local business pedestrian alley access, five roadway alley approaches, gutters, sidewalk, and ADA access replacements to provide a complete improvement of the existing facilities. Work included pedestrian improvements replacement, and other details to complete the work.

Associate Engineer, Civil Engineers in Tustin

Mr. Saidi was worked in plan check and permit processing as a part of staff augmentation services. He additionally provides surveying as part of a team working with both project implementation and project design for local municipalities.



**Douglas Preble, P.E., QSD
Senior Inspector**

- M.S. Civil Engineering
- B.S. Civil Engineering
- MBA, Business Administration

Years of Experience

- 45

Registration

- Registered Civil Engineer, CA.
Civil No. 20969
- Registered Surveyor, CA.

Professional Affiliations Included

- American Society of Civil

Following his educational development at Stanford University, Mr. Preble has 45 years of experience in the field of civil engineering, contracting, engineering and program management. He has worked for various public and private entities such as Caltrans, Southern California Edison Co., Orange County Sanitation Districts, Engineering Contractors as well as consulting firms.

He is intimately familiar with administration of federally funded projects as he has provided construction management services for the cities of Lomita, Lake Elsinore, Lomita, Azusa, Hermosa Beach, Azusa, Gardena among many others with similar federal labor compliance funding requirements including Caltrans and Metro.

Mr. Preble has managed numerous civil engineering projects throughout Southern California including water bond pipeline projects, city wide sewer improvement projects and street improvements projects for the cities of Lomita, Gardena, Azusa, Carson, and Compton. He recently provided day to day City Engineer services at the





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- Engineers (ASCE)
- National Society of Professional Engineers (NSPE)
- Los Angeles County City and County Engineers Association

City of Azusa including plan checking, development review, design, inspection supervision, construction management for infrastructure and coordination with the developers, contractors, engineers, agencies and other City departments.

He served as construction manager for the City of Carson's Hemingway Park and Aquatic Center which included a new multi pool aquatic center with recreation facilities, parking facilities, roadways and new utilities for the facility area. Project required multi contractor coordination, multiple department oversight and outside utilities cooperation for upgrade of the park facility.

He was the principal engineer on the design of 40 miles (\$64M) of bond funded water and sewer pipeline replacement projects for the City of Compton. He additionally designed the new municipal potable water well for the municipal water department.

Relevant Experience

Caltrans Portola Roadway Widening at 241 Tollway ADA Improvements, Lake Forest, CA

He currently provides construction management for the City of Lake Forest on their Caltrans Portola Roadway Project at 241 Tollway, Village Pond Park reconstruction, and just completed Slurry Seal, Park improvement and ADA improvements project funded by CDBG.

Slurry Seal Program, Lake Elsinore, CA

Mr. Preble provided construction management services for the City of Lake Elsinore. He managed the Quantum Inspection team providing inspections for all public and private facilities within or affecting the right of way, including pavement rehabilitation, drainage, sewer and water facilities, traffic control. This work included coordination and notification to residents to maintain access to individual properties and businesses during construction, maintain high quality of workmanship due to visibility of the project.

Citywide CDBG Sidewalk and Pedestrian Safety Improvements, City of Lomita, CA:

He was project manager for the Citywide Sidewalk and Pedestrian Safety Improvements design and construction management for the City of Lomita. Quantum provided engineering design, construction management and inspection services for this project. The work consisted of concrete sidewalks, curb ramps per ADA, curb and gutter, removal and replacement of trees, intersection striping and signage installation at various locations throughout the City of Lomita. The construction cost for this project was \$270,000. On behalf of the City of Lomita and the City Council, we received a letter from the Public Works Director informing us that they are very pleased with the work that our team has done on this project.

Fenimore Roadway, Azusa, CA

Mr. Preble provided contract administration and managed our inspection team and managed testing for the new roadway and sewer construction for a new development which was associated with a large new commercial center project.

Northwood Avenue Sewer Replacement & Roadway Construction, Compton, CA



**Proposal for Inspection Services for
Various Capital Improvement Projects
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Mr. Preble managed Quantum design team providing design for the construction of VCP sewer main, installation of manholes, re-establishment of sewer laterals. Quantum prepared final plan, specifications and estimate and provided construction documents interpretation, consultation and support during the bidding phase of the project. Quantum construction support team assisted the City in preparing bid addenda as required to provide clarification to contract documents and responses to Requests for Information (RFI) and Requests for Clarification (RFC) and provided shop drawing and review of Contractor's submittals of proposed materials, change order review and met with City to discuss change orders and construction issues. Also, Quantum prepared record drawings for the project based on the "markups" provided by the Contractor and City and verified by Consultant during construction.

Van Ness Water Wells Transmission Main and Storm Drain Design, Torrance, CA

Quantum Consulting is currently under contract with the City of Torrance to provide design services for the Van Ness Water Wells Transmission Main of 4 miles in length. This project includes construction of a water transmission main in Van Ness Avenue from two groundwater well sites located off Van Ness Avenue, north of the 405 Freeway. Mr. Preble is also managing the Quantum design team designing an area storm drain piping system in Purche Avenue near 182nd Street and designing a storm drain in Border Avenue to Plaza Del Amo for disposal from reservoir cleaning.

La Carretera Park Modifications, Torrance, CA

Mr. Preble provided engineering design services for City of Torrance's reconstruction of La Carretera Park. The project consisted of designing a new picnic area, playground facilities, basketball court, reconfigured irrigation, lighting and relocating electrical panels. This project is tied to the Water Department in return for facilities located at the park.

E. RELATED EXPERIENCE

Quantum is an experienced firm with deep resources and quality recent experience. Quantum Consulting has completed recent CIP projects incorporating roadway rehabilitation, pavement restoration and cold plane, pedestrian improvements, sidewalk, ADA ramps, access requirements, water main replacement, sewer system trunk line and collector improvements including construction management, inspection services and design.

We are currently providing on-call construction management and inspection (CM&I) services for the cities of Lake Forest, Lomita, and Gardena, and provided on-call CM&I services for the cities of Lawndale, Compton, Carson, and Azusa previously. A description of some of the projects is as follows:



**Proposal for Inspection Services for
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**On-Call Public Works
Inspection Services**

City of Gardena

- Inspection

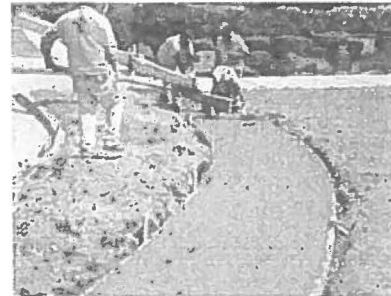
Quantum Consulting has been providing on call public works inspection services for the City of Gardena for the past three years. During this time we have provided inspections for all public and private facilities within or affecting the right of way, including pavement rehabilitation, drainage, sewer and water facilities, traffic control. This work included coordination and notification to residents to maintain access to individual properties and businesses during construction, maintain high quality of workmanship due to visibility of the project. These projects were completed on time and within budget.

**Citywide Pedestrian
Safety CDBG
Improvements**

City of Gardena

- Inspection

Quantum has currently completed the contract with the City of Gardena to provide design and inspection services for the Citywide Sidewalk Rehabilitation project. The work consisted of concrete sidewalks, curb ramps per ADA, curb and gutter, removal and replacement of trees, intersection striping and signage installation at various locations throughout the City of Gardena.



**Hawthorne Boulevard
Revitalization Project**

City of Lawndale

- Project Management
- CM&I

Through a grant from MTA the City of Lawndale completed a revitalization project of a two-mile stretch of Hawthorne Boulevard which included improvements to pavement, traffic signals, sidewalks, landscaping, and streetscape. Quantum Quality Consulting provided project management to obtain the MTA grant, prepared conceptual design, design, and formulated and implemented a community awareness program for this project. Quantum provided construction management and inspection for this project. On-site inspection by John



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**Citywide Sidewalk and
Pedestrian Safety CDBG
Funded Improvements**

City of Lomita

- Engineering Design
- Construction Management

We completed the Citywide Sidewalk and Pedestrian Safety Improvements design and construction management for the City of Lomita. Quantum provided engineering design, construction management and inspection services for this project. The work consisted of concrete sidewalks, curb ramps per ADA, curb and gutter, removal and replacement of trees, intersection striping and signage installation at various locations throughout the City of Lomita on behalf of the City of Lomita and the City Council, we received a letter from the Public Works Director informing us that they are very pleased with the work that our team has done on this project.



Slurry Seal Program

City of Lake Elsinore

- Construction Management
- Inspection

Quantum provided CM&I services for the City of Lake Elsinore. We provided construction management and inspection services for citywide public and semi-private facilities within or affecting the right of way, including pavement rehabilitation, drainage, sewer and water facilities, traffic control. This work included coordination and notification to residents to maintain access to individual properties and businesses during construction and inspection, maintain high quality of workmanship due to visibility of the project. This project was completed on time and within budget.

**Oris Alley and Williams
Alley Street
Improvements**

City of Compton

- Engineering Design
- Inspection

Quantum Consulting prepared complete project plans, specifications and estimate for reconstruction of through alley and associated street improvements. Designs were prepared as separate projects and were coordinated with local business and residents for pedestrian access; roadway improvements, alley approaches, gutters, sidewalk, and ADA access ramps to provide complete improvement of the existing facilities. Designs included pavement sections, concrete design, pedestrian improvements, curb and gutter replacement, ADA access and drainage details to complete the work. Quantum holds a contract to provide inspection. These projects are currently being bid.

EXHIBIT B
APPROVED FEE SCHEDULE

Senior Public Works Inspector rate is \$132/hour (inclusive of all expenses)

Project Assignment and Budget (invoicing should reference the following accounts):

Account 17804 City Contribution to Aquarium Project	\$75,000
Account 18303 Pier Utilities	\$75,000
Total	\$150,000

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.