

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
PSOMAS  
FOR  
ON CALL CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and PSOMAS, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide On-Call Construction Management and Engineering Services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Reuben Tolentino who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on \_\_\_\_\_, 20\_\_\_\_ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than (3) three years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Two Million Dollars (\$2,000,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance



policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

#### 10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach  
ATTN: Joe Dale  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

PSOMAS  
ATTN: Ruben Tolentino  
555 South Flower Street, Suite 4300  
Los Angeles, CA 90071

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or



neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,  
PSOMAS

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By: \_\_\_\_\_

print name

ITS: (circle one) Chairman/President/Vice President

AND

By: \_\_\_\_\_

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary - Treasurer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

INITIATED AND APPROVED:

\_\_\_\_\_  
Director of Public Works

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT "A"**

A. STATEMENT OF WORK: (Narrative of work to be performed)

CONSULTANT shall provide consulting services on an "as-needed" basis for projects to be determined during the term of the agreement. During the term of the agreement, CITY may elect to solicit proposals from CONSULTANT. CITY shall issue task order for each project based upon the scoped of services, work schedule, and fee proposal submitted to the CITY for its review and approval.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT A

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Furnish scope of work request for each project.
2. Furnish construction plans and specifications to the CONSULTANT

D. WORK PROGRAM/PROJECT SCHEDULE:

A project schedule will be developed for each project assigned by CITY.



EXHIBIT A

# ON-CALL CONSTRUCTION MANAGEMENT SERVICES

City of Huntington Beach



Proposal | 08.11.21

**Submitted To:**

City of Huntington Beach (via PlanetBids)  
Public Works Department





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August 11, 2021

Jennifer Anderson  
City of Huntington Beach  
Public Works Department  
2000 Main Street  
Huntington Beach, CA 92648-0190

**Subject: Proposal to Provide On-Call Construction Management Services**

Dear Ms. Anderson:

Psomas looks forward to again partnering with the City of Huntington Beach to fulfill the City's promises to both your residents and the surrounding communities that view the City as a leader in community commitment and infrastructure improvements. In order to continue this momentum, the City will need an on-call consultant who understands the City and your stakeholders, as well as the high-quality work required to deliver fiscally responsible projects to taxpayers. The Psomas Team embodies these qualifications and have proven we can be trusted to deliver projects that exceed expectations.

The Psomas Team has the background, resources, track record, and relevant experience in successfully delivering identical services to numerous other local cities with great success. Psomas has a dedicated Project/Construction Management Group that focuses on providing these exact services as its primary business. We have developed and continuously improve our services for the specific purpose of successfully delivering public programs and projects.

Psomas' Vice President/Project Director, Reuben Tolentino, has learned from his more than 20 years of delivering services to public agencies the most important attributes he can offer the City are responsiveness, flexibility, and understanding of technical and community issues. All of these attributes are the reason Psomas is a solid choice for the City. As an as-needed consultant, the Psomas Team will be an extension of your staff and, thus, it is important to be good stewards of tax dollars and to be sensitive to community concerns.

5 Hutton Centre Drive  
Suite 300  
Santa Ana, CA 92707

Tel 714.751.7373  
Fax 714.545.8883  
[www.Psomas.com](http://www.Psomas.com)

When you select the Psomas Team, you can expect the following benefits:

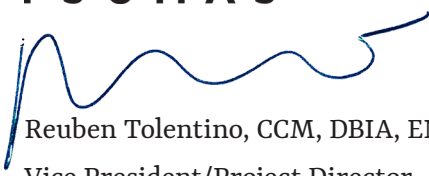
- ▶ **Responsiveness:** Being responsive to an on-call task order request is second nature to Psomas, especially to Reuben. As a firm, we have **more than 30 as-needed public agency contracts, and over 75% of those are with repeat clients.** One of the keys to successfully managing on-call contracts is Reuben's commitment to responsiveness and meeting the City's response time requirements.
- ▶ **Flexibility:** Demonstrating flexibility means being able to expand and contract to the needs of the City on short notice. This can be difficult for many firms given they may not have the resources to deliver these types of services, but not for Psomas. To augment staff named in this proposal, Psomas can draw upon additional resources throughout the firm. An example of this flexibility was when the City of Long Beach asked Reuben to provide staff to augment the Program Management division to cover various assignments for just a few months. Within days, a candidate was identified, and a resume was sent over to the City for review. Within a week and a half, the candidate was reporting directly to City staff out of the City's office.
- ▶ **Understanding the Huntington Beach Community:** The City has a reputation for being a vibrant place to live, work, and visit. This reputation has come as a result of both staff and your consultants understanding the community they are serving as well as a commitment to going above and beyond. The Psomas Team understands the City's goals for delivering projects on time and within budget and Psomas is the right firm to deliver innovative, timely and cost-effective professional construction management and inspection solutions to enhance the community and quality of life of your residents.

Psomas has partnered with Capo Projects Group to provide scheduling and estimating services, P2S, Inc. to provide MEP inspection support, and Casamar Group, LLC to continue to provide Labor Compliance services to the City. As a local Southern California firm, Psomas is in the position to respond to the City's needs quickly and with staff who are qualified and team players. We are excited about the opportunity to provide the City of Huntington Beach with Construction Management services and we look forward to your favorable review of our proposal. As Vice President, I am authorized to bind Psomas. My contact information is as follows:

**Reuben Tolentino, CCM, DBIA, ENV SP, Vice President/Project Director**  
**5 Hutton Centre Drive, Suite 300, Santa Ana, CA 92707**  
**T: 714.412.5672 / E: rtolentino@psomas.com**

Sincerely,

**PSOMAS**



Reuben Tolentino, CCM, DBIA, ENV SP  
Vice President/Project Director



# VENDOR APPLICATION

## REQUEST FOR PROPOSAL

### VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Psomas

Contact Person for Agreement: Psomas

Corporate Mailing Address: 555 South Flower Street, Suite 4300

City, State and Zip Code: Los Angeles, CA 90071

E-Mail Address: rtolentino@psomas.com

Phone: 714.412.5672 Fax: 213.223.1444

Contact Person for Proposals: Reuben Tolentino

Title: Vice President/Project Director E-Mail Address: rtolentino@psomas.com

Business Telephone: 714.412.5672 Business Fax: 714.545.8883

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP  
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP  
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

## Names &amp; Titles of Corporate Board Members

(Also list Names &amp; Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<b>SEE ATTACHED</b>		

Federal Tax Identification Number: 95-2863554City of Huntington Beach Business License Number: A152814

(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: 02/28/2022

**UNANIMOUS WRITTEN CONSENT  
OF THE  
BOARD OF DIRECTORS OF PSOMAS,  
a California corporation.**

May 20, 2021

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

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

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

STEVE MARGARONI	President and Chief Executive Officer
NICK TARDITTI	Chief Financial Officer, Treasurer, Assistant Secretary
CHAD WILSON	Vice President, Secretary
CRAIG AHRENS	Vice President
ALEJANDRO ANGEL	Vice President
BRETT BARNETT	Vice President
JOSEPH BARTORELLI	Vice President
REGINA BEEM	Vice President
STEVEN BEIN	Vice President
JOSEPH L. BOYLE	Vice President
SCOTT BRYANT	Vice President
BRIAN E. BULLOCK	Vice President
AGUSTIN CHANG	Vice President
JEFFREY CHESSE	Vice President
MARCIA CARRILLO	Vice President
MATTHEW D. CLARK	Vice President
MICHAEL J. CREHAN	Vice President
SARAH CURRAN	Vice President
CHRIS DAVENPORT	Vice President
AMY DAY	Vice President
WILLIAM ESTEPA	Vice President
ROSE FISTROVIC	Vice President
PETER FITZPATRICK	Vice President
DAN FORGEY	Vice President
BRIAN FRAGIAO	Vice President
JEFF GILLIS	Vice President
ERNEST GOMEZ	Vice President
DANNIE B. GREEN	Vice President
TIMOTHY G. HAYES	Vice President
GREGORY A. HELMER	Vice President
ALIA HOKUKI	Vice President
JIM HUNTER	Vice President
ROBERT J. IANNARINO	Vice President
RICHARD IMAN	Vice President
JEREMY JOHNSON	Vice President
ANN JOHNSTON	Vice President
GLENN LAJOIE	Vice President
VINCENT LUNGARI	Vice President
JENNIFER MARKS	Vice President
FRANK MARTIN	Vice President
DAVID A. MORITZ	Vice President

Unanimous Written Consent of the Board of Directors of Psomas

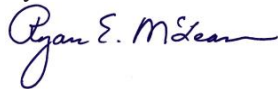
May 20, 2021

Page 2

ARIEF NAFTALI	Vice President
ANDREW NICKERSON	Vice President
ED O'BRIEN	Vice President
TRAVIS PERRY	Vice President
TOM PILARSKI	Vice President
MICHAEL R. REDIG	Vice President
TERESITA REUTTER	Vice President
SCOTT ROCKE	Vice President
SEAN SAMSEL	Vice President
JAVIER SAUNDERS	Vice President
GARY SKREL	Vice President
SEAN SMITH	Vice President
THEO SMITH	Vice President
RICHARD M. SULLIVAN	Vice President
MICHAEL D. SWAN	Vice President
ROBERT J. TALAFUS	Vice President
KEVIN T. THORNTON	Vice President
BYRON G. TOBEY, JR.	Vice President
REUBEN TOLENTINO	Vice President
ALYSEN WEILAND	Vice President
DONALD LEE WHITELEY	Vice President
CAROLINE YONTEZ	Vice President

**This Unanimous Written Consent** shall be filed with the Minutes of the proceedings of the Board of Directors, and the actions taken hereby shall have the same force and effect as if taken at a meeting duly called and held.

Ryan E. McLean



David A. Moritz



Matthew D. Clark



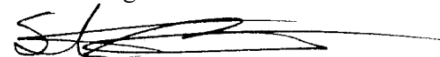
Mike Lucki



Ann Johnston



Steve Margaroni



Alejandro Angel



Byron Tobey



Donald Lee Whiteley







# PRE-QUALIFICATION FORM

## PRE-QUALIFICATION FORM

ON-CALL CONSTRUCTION MANAGEMENT CONSULTING SERVICES

SERVICE CATEGORY	PROPOSING? Y/N (circle)
A. Construction Management	<input checked="" type="radio"/> Yes <input type="radio"/> No

 (Initial) Consultant is willing to execute the Agreement as drafted (See **Appendix B**).

 (Initial) Consultant is able to provide the insurance as required (See **Appendix C**).

Firm Name: **Psomas**

Firm Address: **5 Hutton Centre Drive, Suite 300, Santa Ana, CA 92707**

Signature:  Date: **August 11, 2021**

# SERVICE CATEGORY

## Firm Qualifications

For the past 75 years, Psomas has been dedicated to using our talents and passions to improve the environment for humankind. Psomas services public and private sector clients with top-notch staff who can deliver award-winning projects through innovation, creativity, and cutting-edge technical expertise. We provide “third party” or “agency” construction management and inspection services and will serve as your advocates in the field, as well as commit to acting responsibly with public funds. Through our staff and utilization of web-based software, we can provide you with a full range of contract administration, quality control inspection, cost and schedule control, document management, change order negotiation, and dispute resolution services. We know what it takes to deliver a successful project.

Some areas where Psomas can add expertise to the City’s team during construction include:

- ▶ Construction Management (Resident Engineering)
- ▶ Inspection
- ▶ SWPPP Compliance
- ▶ Labor Compliance
- ▶ Contract Administration
- ▶ Scheduling
- ▶ Cost Control
- ▶ Claims Avoidance and Resolution
- ▶ Training



*Psomas' Santa Ana Office*






*Century Boulevard Mobility Improvements  
City of Inglewood, CA*

## Firm's Demonstrated Capabilities

The table below highlights our key personnel who have participated on our named three projects (beginning on the following page) as it relates to the scope of work, along with their years of experience.

Key Personnel	Years of Experience	Constructibility Reviews	Daily/Weekly/ Monthly Reports	Web-based Contract Mgmt. (RFIs, CCOs, Pay Requests)	Coordination of Consultant Services	Scheduling	Quality Control	Community Relations	Submittal Review	Traffic Control	Stakeholder Coordination	As-built Maintenance	Permit Compliance	Claims Avoidance	Labor Compliance	Construction Closeout
On-Call Construction Management Services   City of Long Beach																
Reuben Tolentino, CCM, DBIA, ENV SP Project Director	22	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Brian Culligan, CCM, PMP, LEED AP Senior Construction Manager	20	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pat Castro, PE, PMP, DBIA, LEED AP Senior Construction Manager	36	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Everett Butcher, PE Senior Construction Manager	36	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
David Kelly, DBIA Construction Manager	10	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Eric Schlichter Inspector 3	39		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Construction Management Services   City of Santa Monica																
Reuben Tolentino, CCM, DBIA, ENV SP Project Director	22	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Eugene Higginbotham Inspector 3	20	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Construction Management Services   City of Manhattan Beach																
Reuben Tolentino, CCM, DBIA, ENV SP Project Director	22	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓
Brian Culligan, CCM, PMP, LEED AP Senior Construction Manager	20	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Everett Butcher, PE Senior Construction Manager	36	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



	Project Description	Similar Elements	Key Personnel	Reference
	<b>On-Call Project/Construction Management   City of Long Beach</b>			
	<p>For more than 25 years, Psomas has been overseeing and delivering construction project management services for numerous City-wide capital improvement projects (over 29 Task Orders). Project delivery methods have included Job Order Contracting (JOC), design/build, design/bid/build, and use of annual construction maintenance contracts.</p> <p>Building improvements include office remodels, structural repairs, bathroom improvements, community room upgrades, library circulation counters, flooring, paint, electrical, HVAC upgrades, demolition, asbestos and lead abatement, sustainability upgrades, landscape and irrigation, parking lot and ADA upgrades, airport terminal improvements, and playground rehabilitation projects. <b>(July 2016 to Present)</b></p>	<ul style="list-style-type: none"> <li>▶ On-Call Construction Management Services</li> <li>▶ Job Order Contracting</li> <li>▶ Critical Facility Construction and Demolition</li> <li>▶ Tenant Improvements</li> <li>▶ Roadway and Site Improvements</li> <li>▶ Bridge Construction</li> <li>▶ Coastal Coordination</li> </ul>	<ul style="list-style-type: none"> <li>▶ <b>Reuben Tolentino</b> Contract Manager</li> <li>▶ <b>Brian Culligan</b> Project Manager</li> </ul>	<p><b>City of Long Beach</b> Eric Lopez Director of Public Works T: 562.570.5690 E: eric.lopez@longbeach.gov</p>
	<b>On-Call Construction Management and Inspection   City of Santa Monica</b>			
	<p>Psomas was selected by the City of Santa Monica to provide full construction management and inspection services, including pre-construction, construction, and post-construction phase services, for various CIP projects including roadway improvements, utilities, streetscape improvements, traffic signal, street lighting, and electrical.</p> <p>Projects for which Psomas has provided services include the Big Blue Bus Facilities Upgrades and Renovations; Big Blue Bus Methane Detection System Upgrades; Parking Garages 2, 4, 5, 9, and 10; Street Lighting Modernization Program - Package 1, FY 16-18; Downtown Signal Upgrades and Fiber Optic Installation; Advanced Traffic Management System Phase 2; Downtown Signal Upgrades and Fiber Optic Installation; and Advanced Traffic Management System Phase 4A&amp;B. <b>(December 2016 to Present)</b></p>	<ul style="list-style-type: none"> <li>▶ On-Call Construction Management Services</li> <li>▶ Critical Facility Construction and Demolition</li> <li>▶ Roadway and Site Improvements</li> </ul>	<ul style="list-style-type: none"> <li>▶ <b>Reuben Tolentino</b> Contract Manager</li> <li>▶ <b>Brian Culligan</b> Project Manager</li> </ul>	<p><b>City of Santa Monica</b> Robert Zak, PE Civil Engineer T: 310.458.2283 E: robert.zak@smgov.net</p>
	<b>On-Call Construction Management and Inspection   City of Manhattan Beach</b>			
	<p>Selected in 2015, Psomas provided professional construction project management services and/or construction project inspection services for the City's various CIP projects. These projects are mostly in the areas of street, traffic signal and park design. Services include pre-construction, construction and post-construction phase activities. This is a three-year contract and includes significant infrastructure reinvestment. Several grants and transportation funding sources have come on-line and are providing significant funding for projects. Some of the projects in the CIP are State and/or federally funded, and Psomas is complying with the requirements of those funding sources, including the Caltrans Local Assistance Procedure Manual. Projects worked on to date include Rosecrans Avenue Widening, Strand Stairs Rehabilitation, Parking Structure Lot 2 Rehabilitation, and Pier Comfort Station Renovation. <b>(July 2015 to June 2017)</b></p>	<ul style="list-style-type: none"> <li>▶ Environmentally Sensitive Projects</li> <li>▶ Outside Agency Coordination</li> <li>▶ Roadway Improvements</li> <li>▶ Storm Drain Improvements</li> <li>▶ Utilities</li> <li>▶ Streetscape Improvements</li> <li>▶ Traffic Signal, Street Lighting, Electrical</li> </ul>	<ul style="list-style-type: none"> <li>▶ <b>Reuben Tolentino</b> Contract Manager</li> <li>▶ <b>Brian Culligan</b> Project Manager</li> <li>▶ <b>Everett Butcher</b> Construction Manager</li> </ul>	<p><b>City of Manhattan Beach</b> Prem Kumar, PE City Engineer T: 310.545.5621 E: pkumar@cityymb.info</p>



## Synopsis of Our Proposal and Our Unique Qualities and Benefits

The Psomas Team has the background, resources, track record, and relevant experience in successfully delivering identical services to numerous other local cities with great success. Psomas has a dedicated Project/Construction Management Group that focuses on providing these exact services as its primary business. We have developed and continuously improve our services for the specific purpose of successfully delivering public programs and projects.

Psomas' Project Director, Reuben Tolentino, has learned from his more than 35 years of delivering services to public agencies the most important attributes he can offer the City are responsiveness, flexibility, and understanding of technical and community issues. All of these attributes are the reason Psomas is a solid choice for the City. As an as-needed consultant, the Psomas Team will be an extension of your staff and, thus, it is important to be good stewards of tax dollars and to be sensitive to community concerns.

Demonstrating flexibility means being able to expand and contract to the needs of the City on short notice. This can be difficult for many firms given they may not have the resources to deliver these types of services, but not for Psomas. To augment staff named in this proposal, Psomas can draw upon additional resources throughout the firm. An example of this flexibility was when the City of Long Beach asked Reuben to provide staff to augment the Project Management division to



*C Street, Port of Los Angeles*

cover various assignments for just a few months. Within days, a candidate was identified, and a resume was sent over to the City for review. Within a week and a half, the candidate was reporting directly to City staff out of the City's office.

## Preferred Staffing

As a construction management and inspection team of specialists, we excel at knowing how to manage your project effectively. We take the long view of a project as a whole and are proactive, not reactive. We bring our expertise to bear to anticipate problems and develop solutions long before potential roadblocks could become a costly reality.

## MEP Inspection Expertise

Our subconsultant, **P2S, Inc. (P2S)**, will provide the City with design review, subject matter expertise, and inspections to smoothly complete the design and construction management process while achieving all project goals. Their approach will be balanced to provide quality assurance for the City,

respect the involvement of the design engineer and contractors on the team, and provide input, as necessary. A collaborative approach is essential to the success of any project's delivery method.

P2S has a deep foundation in building systems design and engineering, with additional services in MEP inspection arising out of their commitment toward achieving project success for their clients. P2S has completed over 6,000 design and engineering projects, including the disciplines of mechanical, electrical, plumbing, and technology/low voltage/security.

P2S will gain an understanding of the design philosophy and intent of the design team and the goals they are striving to achieve. This understanding will help frame design reviews to achieve these goals and provide appropriate review comments.

During design reviews, P2S will place emphasis on coordination between trades. As part of their review, they utilize an organized checklist to identify areas where inter-trade coordination could be missed. In terms of constructability, they will identify areas where the building utilities will not fit, given the floor-to-floor and ceiling heights. P2S will identify where access requirements need to be shown on the plans and where the engineers may need to request more space from the architect. They will work with the engineer to choose systems that best fit the City's functional needs, as well as the project budget.

P2S inspection staff will ensure that all aspects of construction inspection services will be conducted promptly and professionally. Our inspectors' experience has made it possible to assure quality,

provide timely reporting and reliable tracking. Whether the project involves new construction, renovations, or facility upgrades, P2S' inspectors aim to minimize disruption, maximize value, and deliver projects to their clients' satisfaction.

## Scheduling

Project Planning and CPM Scheduling will be handled by our subconsultant, **Capo Projects Group**. They know what it takes to build and maintain an effective project schedule and can deliver a sophisticated and thorough project schedule that capture planning, forecasting, and implementation of work to assist in the proactive mitigation of project delay and cost overruns.

## Labor Compliance

Labor Compliance will be handled by our subconsultant, **Casamar Group, LLC (Casamar)**, who has extensive experience with public/government agencies, engineering/architecture (A/E) and project/construction management (PM/CM) communities, along with comprehensive contract and project management/administration, resource, and compliance management support services. Casamar also has extensive experience working with private industrial and commercial entities, key political leaders, project stakeholders, and special interest and community groups relative to public works/infrastructure projects.

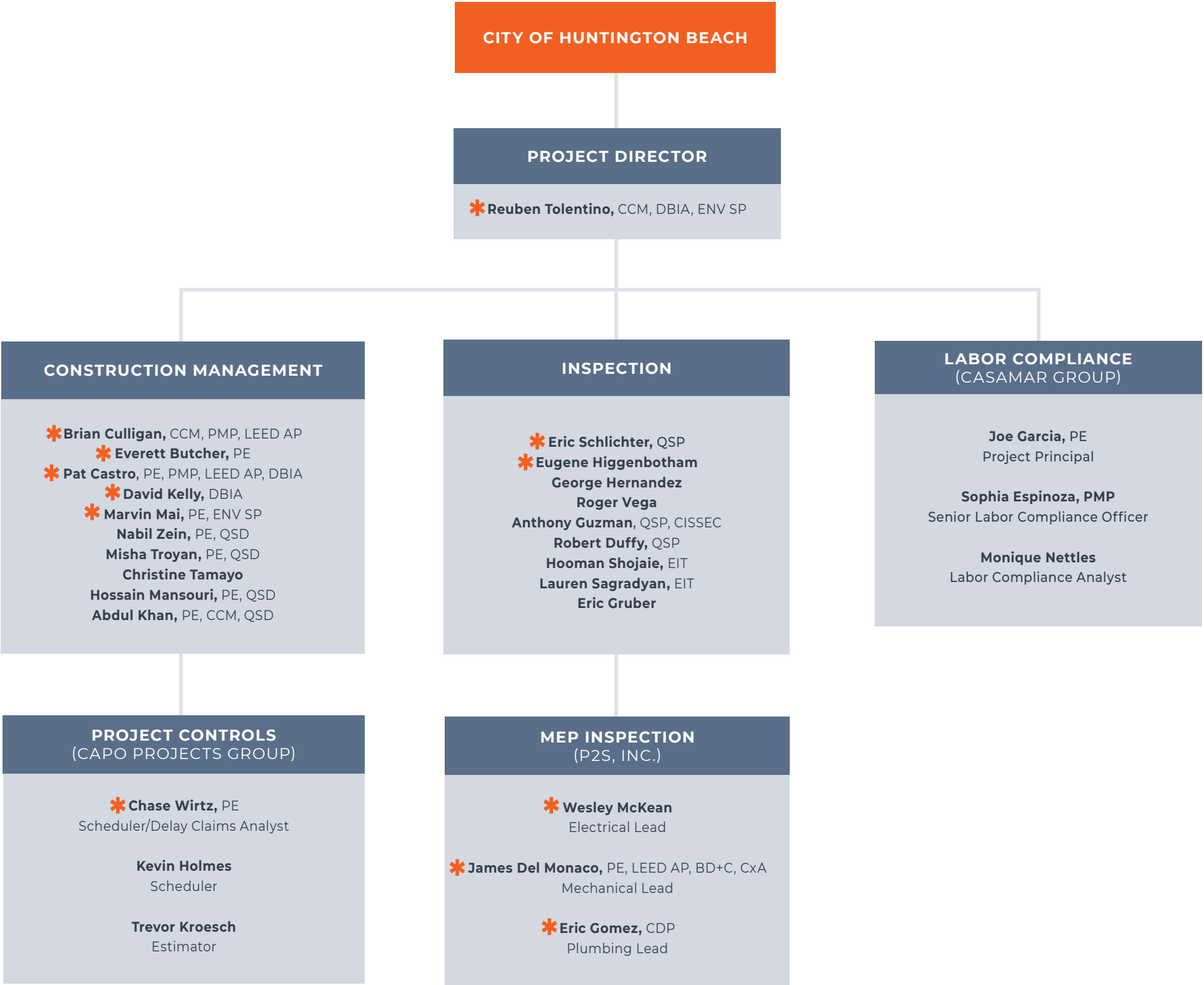
Casamar has bilingual capabilities (English and Spanish) with a number of their staff being bicultural; thus understanding the subtle nuances of communicating with the Hispanic community.

# Organization Chart

 = Key Staff Members

The Psomas Team has been organized with productivity and cost efficiency in mind and, thus, the **Organization Chart** to the right identifies the team members, their roles, and lines of communication. Key personnel are identified with an asterisk and resumes for each key staff member are included at the end of our proposal (along with proof of certifications).

*At no time will a member of the Psomas Team be substituted without the written approval of the City.*





## Understanding and Methodology

### Management Philosophy for Delivering On-Call Services

We take our responsibility as a prime consultant seriously and we want to make sure we are responsive to as many task orders as possible. We also know how important it is to the City that firms submit on the released task orders so the City has an opportunity to review the qualifications of not just one team. This is why, over the last 24 months, we have implemented a new system at Psomas to better respond to TOS's as well as notify our subconsultants of the opportunities.

Reuben Tolentino will establish an internal "Communication Plan" for the contract by which regular contact is made with the City to learn about upcoming needs. This plan is also very important to our subconsultants, since we share this information with them so they, too, can actively participate in staffing projects.

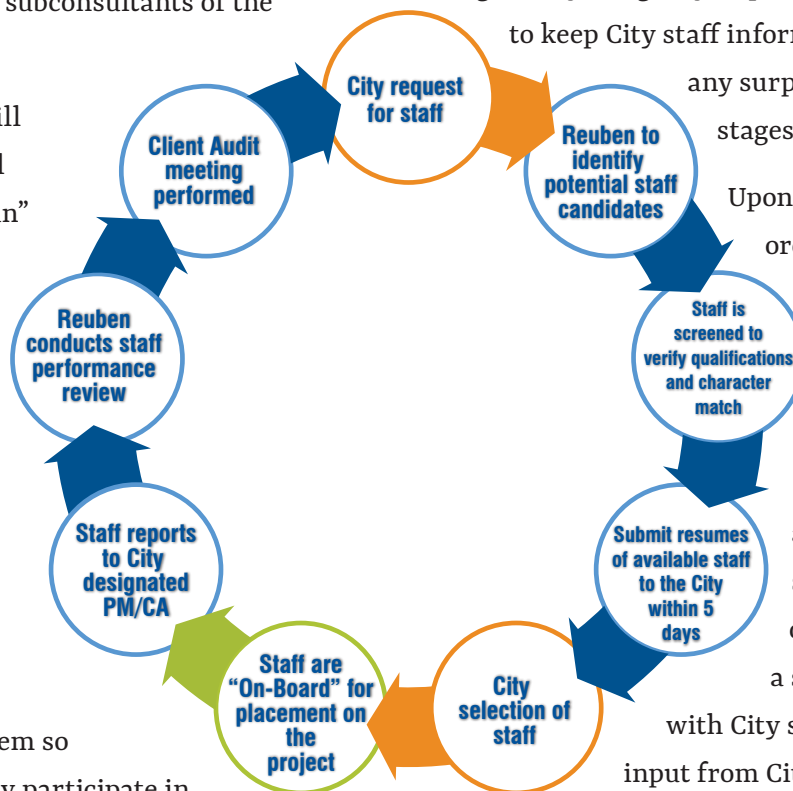
Once a team has been assigned to your project, the City will have full access to the team. Psomas understands our role may be to augment staff or to run a project in its entirety. The diagram

below shows the task order response and staff on-boarding process Psomas utilizes for as-needed contracts.

### Approach to Delivering an Accurate Scope of Work

Psomas recognizes that defining the project scope is a critical first step in controlling cost and schedule. Establishing a detailed and well researched project scope during Task Order development is key to this process. Communicating any out-of-scope elements that may arise during the course of the project as a result of unforeseen issues, or newly adopted regulatory or agency requirements, is essential to keep City staff informed and eliminate any surprises during the later stages of the project.

Upon receipt of a task order, Reuben will select the appropriate Project Manager from within our team and delineate resources to develop a comprehensive scope of work. Due diligence may include a scoping meeting with City staff, field visit, input from City Operations and Client Departments, GIS research, and As-Built information research. We will work with the City's Project Manager to verify that potential areas of concern are discussed with stakeholder departments, permitting agencies, outside utility agencies, and other governmental

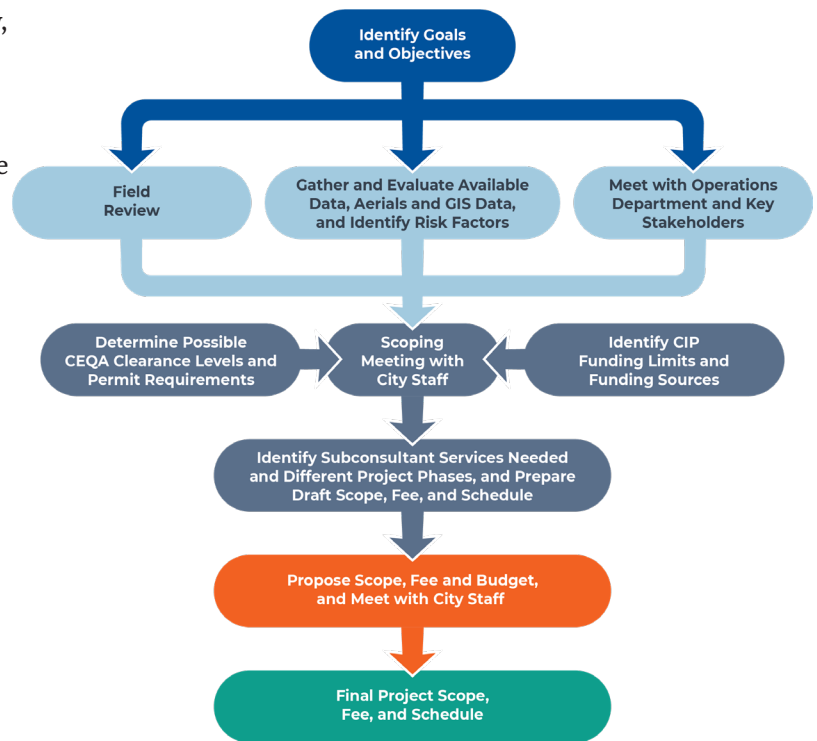




agencies. Because projects vary in complexity, this process may get expedited. The graphic to the right demonstrates how the Psomas Team will scope a project. This graphic can be used for various project types with minimal modification. **Within five (5) days, a team, scope, and fee will be presented to the City Project Manager for further discussion.**

## Approach to Delivering Construction Management Services

In order to assist the City in efficiently managing and achieving your CIP goals, as well as deliver timely services to your residents, Psomas has provided the City with the following Construction Management services matrix that lists the services Psomas can provide to the City. Once a specific project has been identified, this matrix can be tailored to meet the needs of the project.



Element	Purpose	Advantage	Deliverable
<b>Phase 1 — Pre-Construction Services</b>			
<b>Kick-Off Meeting</b>	Meeting between City Staff, Design Team, and Psomas Team to discuss goals and expectations.	Establishes a positive and effective team relationship.	<ul style="list-style-type: none"> <li>Agenda</li> <li>Memorandum of Understanding</li> </ul>
<b>Bid Process Assistance</b>	Review bids for conformity to requirements including all bonds, insurance, and legal requirements.	Objective evaluation of bids, minimize bid protests.	<ul style="list-style-type: none"> <li>Bid tabulation matrix</li> </ul>
<b>Contract Approvals and Awards Assistance</b>	Review contracts, prepare staff reports, and recommendations for award.	Provide justification for award of contract	<ul style="list-style-type: none"> <li>Staff recommendation report</li> </ul>
<b>Communication</b>	Foster improved project team communications through written, verbal and electronic communication. Keep project team well informed. Include City PM and Design Engineer on all correspondence.	Improves project relations. Fewer surprises. Fewer disputes. Enhances problem solving.	<ul style="list-style-type: none"> <li>Conversations, meetings, correspondence, memos, E-mail</li> </ul>
<b>Construction Manager Files (Project Files)</b>	Implement system for organizing, tracking, filing, and managing all paper and electronic correspondence, including design memos, technical reports, letters, requests for information (RFI), submittals, contracts, reports, progress payments, change orders, etc. Resident Engineer will be single point of contact for all communication with contractor.	Promotes better recordkeeping from day one which supports City reimbursement. Improves claim resolution capabilities.  Minimizes delays in responses.	<ul style="list-style-type: none"> <li>Audit-ready project files</li> <li>Correspondence logs</li> <li>Suspense lists</li> </ul>

Element	Purpose	Advantage	Deliverable
<b>Construction Manager Schedule</b>	Prepare CPM schedule highlighting known milestone dates and specified sequence of work. Includes utility relocation, stakeholder commitments, local event impacts, etc. Determine appropriate mitigation strategies, as required.	Identifies potential issues in project progress and allows for monitoring of the contractor's schedule changes.	<ul style="list-style-type: none"> <li>CPM schedule with narrative</li> <li>Review suggested improvements with City PM</li> </ul>
<b>Establish Record Keeping System</b>	Set up office equipment, web-based filing system, computer network (E-mail), communications (field), MIS, telephones, etc. Review and gain approval of CM procedures with City Project Manager.	Field office is located close to the work and the community can have easy access to the team. Roles and responsibilities are established from day one.	<ul style="list-style-type: none"> <li>Procore project setup</li> <li>CM Procedures Manual, including approved Construction Management Plan</li> </ul>
<b>Pre-Construction Conference</b>	Outline project specifics. Inform contractor of project administration procedures.	Establishes ground rules and responsibilities.	<ul style="list-style-type: none"> <li>Agenda</li> <li>Meeting minutes</li> </ul>
<b>Dispute Resolution Plan</b>	Recommend dispute resolution approach and procedures for reducing the likelihood of disputes and claims, including Alternate Dispute Resolution (ADR) methods, for City approval.	Dispute resolution approaches are established prior to work.	<ul style="list-style-type: none"> <li>Dispute avoidance recommendations</li> </ul>
<b>Phase 2 — Construction Management Services</b>			
<b>Project Controls</b>	Monitor contractor's CPM schedule monthly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule, including Time Impact Analysis, evaluation of change order and weather impacts, and recovery schedules.	Improves project coordination. Fewer delays. Fewer time related disputes.	<ul style="list-style-type: none"> <li>Schedule reports</li> <li>Special schedules</li> <li>Recommendations</li> <li>Notifications of schedule status</li> <li>"As-built" schedule</li> </ul>
<b>Permit Compliance</b>	Assist contractor in obtaining permits. Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.	Minimizes or eliminates violations of permit requirements.	<ul style="list-style-type: none"> <li>Daily inspection reports</li> <li>Correspondence</li> </ul>
<b>RFI and Submittal Management</b>	Develop submittals and RFI distribution lists to manage documentation flow. Actively manage the submittal and RFI process, answering or approving those items within our scope and knowledge, and verifying that RFIs are answered before returning to the contractor.	<p>Improves project communication, reduces possibility of issue escalation, or delays waiting for answers.</p> <p>Submittals are clear and complete upon approval.</p>	<ul style="list-style-type: none"> <li>RFI issues resolved</li> <li>Submittals approved quickly</li> <li>Local Assistance Procedures conformance</li> <li>Real-time weekly logs of submittals, RFI's, etc., for weekly meeting review</li> </ul>
<b>Change Orders</b>	Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution by the City. Prepare minor design changes to fit field conditions as needed, coordinate stamped drawing changes with Designer. Keep the City apprised of the impact of cumulative change orders.	Because Psomas was not involved with the design, change orders will reflect fair price for added or deleted work.	<ul style="list-style-type: none"> <li>Independent cost estimates</li> <li>Minor designs</li> <li>Change orders ready for execution</li> <li>Change order summary reports</li> </ul>
<b>Progress Payments</b>	Review contractors' payment requests. Use advanced technology (LiDAR) for earthwork verification. Generate monthly pay documents to verify contractor pay items. Prepare payment documentation for execution by the City.	Contractor is paid only for work in place and acceptable. In case of contractor default, funds are available to complete project.	<ul style="list-style-type: none"> <li>Progress payment request documents suitable for execution by the City</li> </ul>

Element	Purpose	Advantage	Deliverable
<b>Daily Inspection and Daily Report</b>	Observe and monitor all aspects of project including inspection, materials testing, documentation, SWPPP compliance, and jobsite safety for compliance with contract documents. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic documentation of construction process. Encourage and stress quality in the constructed product.	Completed project meets the City's expectations for quality and functionality.  Project documentation is the number one tool to mitigate project potential claims or impacts.	<ul style="list-style-type: none"> <li>Photography and videotapes</li> <li>Project files</li> <li>SWPPP reports</li> <li>Daily reports</li> </ul>
<b>Weekly Construction Progress Meetings and Weekly Statement of Working Days</b>	Conduct weekly meetings to discuss schedule, current, and past issues. Review quality, project costs, and quality issues.	Maintains official dialogue among team members.	<ul style="list-style-type: none"> <li>Agenda</li> <li>Meeting minutes</li> <li>Schedule</li> <li>Suspense logs</li> <li>Weekly statement of working days</li> </ul>
<b>Coordination of Construction Activities (Including the Services of Others)</b>	Schedule, coordinate, and monitor survey and geotechnical testing services provided by others as well as adequate inspection availability. Confirm re-tests are completed and filed for funding reimbursement.	Verifies proper materials and installation methods. Confirms services are provided only when needed and verifies work is achieved correctly.	<ul style="list-style-type: none"> <li>Survey notes/test reports are up to date in project files</li> <li>Recommendations regarding materials out of compliance</li> <li>Additional inspector, if needed</li> </ul>
<b>Status Reporting on Project Progress</b>	Web-based reporting system providing on-going status of daily, weekly, monthly, and quarterly reports on project cost, schedule, budget, quality, safety, risk, progress, and community relations.	Summarized reporting allows the City and your CM team to focus on the project while having access to any required information quickly.	<ul style="list-style-type: none"> <li>Readily accessible reports and information when needed</li> <li>No surprises</li> </ul>
<b>Pre-Construction and Construction Progress Meetings</b>	Conduct pre-construction, construction, and progress meetings. The pre-construction meeting will outline project specifics and inform Contractor of project administration procedures. The weekly progress meeting will review progress of the work, schedule, change orders, RFIs, submittals, and outstanding issues. We will prepare minutes of each meeting for distribution to all project parties within three (3) working days.	Establish good communication between the project team. Provide record of the progress of the project.	<ul style="list-style-type: none"> <li>Agenda</li> <li>Meeting Minutes</li> </ul>
<b>Special Permits</b>	Obtain any special permits, if required, and verify if any costs are to be paid. Team will work with the contractor and permitting agency to successfully deliver the project with no violations.	Team has worked with many of the permitting agencies in the region and has established relationships with the agencies.	<ul style="list-style-type: none"> <li>Project free of permitting violations</li> </ul>
<b>Community Relations</b>	Track all project inquiries on public response log and respond within 24 hours or less.	Concerns are addressed as soon as the call comes in and the public and City see the project in a positive light.	<ul style="list-style-type: none"> <li>Call response log</li> </ul>
<b>Project File Maintenance</b>	Maintain all project files to confirm funding reimbursement. Record files will be available to City staff at all times. Construction Manager will provide a QA review of file organization on a regular basis to verify compliance with applicable requirements.	Project records are available 24/7 and will always be ready for review/audit.	<ul style="list-style-type: none"> <li>Audit ready project files</li> </ul>

Element	Purpose	Advantage	Deliverable
<b>Issues Management</b>	Analyze issue, seek appropriate advice, and recommend proactive measures for resolution or redesign parameters as required. Monitor issue status monthly. Preparation of potential claim review packages for City final review within 3 to 10 days, depending upon project demands.	Provides solutions to actual conditions found in field. Minimizes delays. Because Psomas is not the designer, there is no conflict of interest.	<ul style="list-style-type: none"> <li>Design clarifications</li> <li>Contract change orders</li> <li>Monthly issue status report</li> </ul>
<b>RFI Management</b>	Review, process and coordinate a response to the contractor's RFIs, shop drawings, samples and other submittals to determine the anticipated effect on compliance with the Project requirements, budget, and schedule. Working with the designer, Psomas' RE will review the RFI for interpretation, shop drawing, sample, or other submittal and include our recommendations to the designer. Comments shall not relate to design considerations, but rather to matters of constructability, cost, sequencing, scheduling and time of construction, and clarity, consistency, and coordination in documentation.	Single point of contact to coordinate RFIs means a more efficient process. Psomas' RE will also make recommendations based on experience to save the City money on design revisions.	<ul style="list-style-type: none"> <li>Web-based document control system with RFI logs</li> </ul>
<b>Dispute Mitigation</b>	Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Make recommendations regarding Alternate Dispute Resolution (ADR) methods. Assist in the resolution of disputes.	Disputes are avoided or resolved quickly.	<ul style="list-style-type: none"> <li>Dispute avoidance procedures and recommendations</li> </ul>
<b>Labor Compliance</b>	Monitor contractor's efforts in relation to all Equal Employment Opportunity and labor compliance requirements. Investigate all complaints regarding non-compliance.	Almost 100% of Psomas' projects require some form of Labor Compliance and this item is built into our web-based document control system to deliver project reimbursement.	<ul style="list-style-type: none"> <li>Pre-job conference minutes</li> <li>Reports from employee interviews</li> <li>Report on findings from complaints regarding non-compliance</li> </ul>
<b>Cost Monitoring</b>	Analyze biddability/constructability elements throughout the project to evaluate the potential for Cost Reduction Incentive Proposals. Cooperate with contractor, City, and other parties to move forward with City-approved changes.	Reduces the project cost, and may affect the project schedule as well as public impacts.	<ul style="list-style-type: none"> <li>Cost Reduction Incentive Recommendations for City review</li> </ul>
<b>Site Safety</b>	Review and monitor contractor's safety program and Injury and Illness Prevention Program for compliance with Cal/OSHA and state law. Notify contractor if unsafe condition is observed. Notify the City if contractor refuses to rectify unsafe condition. Investigate accidents.	Jobsite is safer. Avoids litigation.	<ul style="list-style-type: none"> <li>Accident reports</li> <li>Monthly report element</li> </ul>
<b>Utility Coordination</b>	We will contact each utility and City department regarding its facilities and identify potential conflicts. Recommend contractor be required to pothole for utilities prior to excavation of any type and be required to use ground penetrating radar.	Minimize the possibilities of project delays due to utility redesign.	<ul style="list-style-type: none"> <li>Pothole log</li> <li>Utility contact log</li> </ul>
<b>Reimbursement for Project</b>	Coordinate and consult with funding agencies, developing reimbursement requests, invoices, and reports for regular use.	Minimize City expense for project and deliver a project that is fully reimbursed.	<ul style="list-style-type: none"> <li>Regular reimbursement request for City signature</li> </ul>



Element	Purpose	Advantage	Deliverable
<b>Phase 3 — Post-Construction Management Services</b>			
<b>As-Built Drawings</b>	Collate, review, and transmit contractor's data to design engineers. Verify complete as-built documentation, and transmit to City per applicable requirements.	Changes are incorporated into record drawings.	<ul style="list-style-type: none"> <li>Data for record drawings</li> <li>Final records to the City</li> </ul>
<b>Final Walk-through/Punchlist</b>	Make final inspections. Prepare punch list. Verify that required certificates of compliance, O&M manuals and as-built drawings have been delivered.	Project is completed according to contract documents. All paperwork required of contractor is delivered.	<ul style="list-style-type: none"> <li>Punchlist</li> </ul>
<b>Final Payment</b>	Process proposed final estimate and final payment to contractor. Obtain all releases and warranty bonds. File notice of completion. Prepare final report. Deliver project records to City.	Paperwork is completed. Audit trail is completed. Project receives all reimbursable funds.	<ul style="list-style-type: none"> <li>Final progress payment</li> <li>Notice of Completion</li> <li>Final report</li> <li>Complete project records</li> </ul>
<b>Claims Resolution (If Required)</b>	Resolve any remaining claims or disputes. Provide support in negotiating claims. Provide litigation support. Be an expert witness.	Because Psomas is not the designer, disputes and claims are resolved equitably with no conflict of interest issues.	<ul style="list-style-type: none"> <li>Negotiation and litigation support- Expert witness</li> </ul>

## Effective Project Controls

Psomas uses various components for cost, schedule and document control, including state-of-the-art, web-based software and a standard company Procedures Manuals for projects and disciplines. In addition, we have a cloud-based internal accounting system (Deltek Vision) that provides our project managers with real-time resource planning and project cost accounting, and allows our clients to receive accurate time cards and monthly reports.

### Cost

Psomas values efficiency in time utilization and cost management. The City has constraints requiring you to stretch as much as you can out of every dollar. We are conscientious about manpower and tracking utilization and forecasting workload so we can reduce our workforce to coincide with project requirements. Reuben will staff your projects with the right team at the right level to deliver a project in a timely

manner and to ensure that budget is managed efficiently and not wasted.

### Schedule

As trusted stewards of tax dollars, we understand the importance you place on meeting project deadlines. We utilize industry standard scheduling software including Primavera and Microsoft Project to develop a schedule for projects, generating a variety of reports, including milestone reports, subcontractor detail, critical path analysis, cost/resource loaded schedules, cash flow projections, logic diagrams, and short interval schedules (three-week look-ahead schedule) for upcoming work. Time control reporting monitors the progress of all activities against the master schedule, including design reviews, the permit process, and the various tasks associated with design and construction services. This information is tracked on a regular basis to measure progress, and to verify proper planning and prevention of potential problems and conflicts.

## Document Control

Proper management of all project related documents during both the design and construction phase is a critical step in making sure the project stays on schedule and within budget. We will implement a web-based system (Procore) for organizing, tracking, filing, and managing paper and electronic correspondence, including letters, Requests for Information (RFIs), submittals, contracts, reports, O&M manuals, progress payments, change orders, etc. This type of system promotes better recordkeeping; improves issue resolution capabilities; fosters improved team communications through written, verbal and electronic communication; and enhances problem solving.

## QA/QC

The Quality Assurance (QA) Plan is a key element in managing our construction projects. Our focus is to deliver each project on schedule and under budget, with the level of quality defined in the contract documents. The foundation of our Quality Assurance efforts informs the planning, development, and implementation of our Quality Assurance Plan for the construction projects we manage. We establish a system of audits, construction oversight and surveillance, quarterly document reviews, and regular independent assurance activities, including tests and survey checks, to provide a complete picture of the quality of the project and effectiveness of the contractor's quality control

program. We are your advocate in every respect and carefully watch over every dollar.

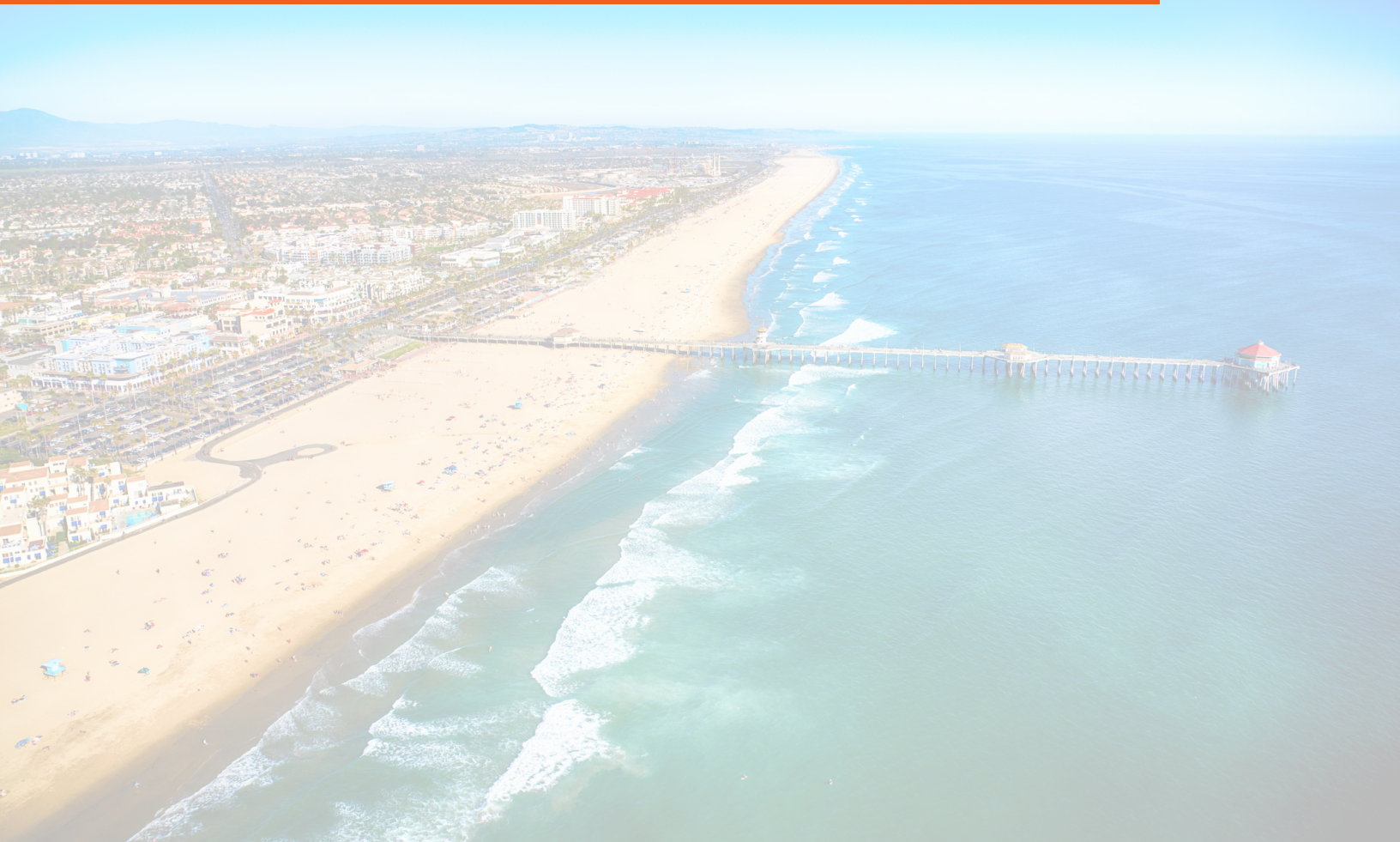
Quality Control, which is the contractor's responsibility, is much more than merely approving or rejecting work as it is placed. We view quality control as a participatory process, whereby the contractor works with the Construction Manager and the rest of the project team to complete every task correctly and expeditiously the first time. Cooperative solutions that are developed during the course of the project improve quality and minimize rework.



The best solutions typically come from a team that has committed to the partnering process for resolving issues. When problems in the field are identified, the City and contractor are notified immediately and solutions are developed (in association with the designer, if necessary) before work moves forward.

Another element of our quality control approach is ongoing constructability reviews, which we perform prior to the beginning of new work elements or areas. We essentially perform a mini-constructability review before the work starts, looking for any potential conflicts or clarifications needed before the contractor begins the work. We continue to review the plans and project site with a critical eye towards smoothing the construction path.

# RESUMES







## Reuben Tolentino, CCM, DBIA, ENV SP

### Project Director

#### EDUCATION

1997/BArch/Architecture/  
California State Polytechnic  
University, Pomona

#### CERTIFICATIONS

Certified Construction  
Manager/Construction  
Management Association  
of America/2594

Envision Sustainability  
Professional/Institute for  
Sustainable Infrastructure

Designated Design-Build  
Professional/Design-Build  
Institute of America

#### PROFESSIONAL AFFILIATIONS

American Public Works  
Association, Southern  
California Chapter

Construction Management  
Association of America,  
Southern California Chapter  
Design-Build Institute of  
America

#### EXPERIENCE

With Psomas for 15 years;  
with other firms for 7 years

Reuben Tolentino has 22 years of experience in providing construction management and inspection services. His experience includes management of staff and consultants, project management, construction management and inspection, constructability review, value engineering, construction documents and specifications, claim dispute resolution, contract administration, community outreach, bidding assistance, project controls, and scheduling review for both the public and private sectors. Reuben's projects include federal, state, and privately funded projects from small tenant improvements to large construction programs. His vertical construction management experience consists of office buildings, police stations, correctional facilities, fire stations, 911 call centers, city hall renovations, community centers, airport facilities, theme parks, retail developments, libraries, holding tanks, and residential projects. Reuben has also provided these services for horizontal projects including infrastructure, roadway construction, traffic signals, landscaping, pavement rehabilitation, and spill containment projects.

## Experience

### On-Call Capital Improvement Projects – City of Long Beach, CA:

Project Manager for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects. Reuben had the full responsibility to define project scopes, develop designs, manage project schedules, and provide budget control for the various CIP projects.

### On-Call Project Management and Construction Management Services

– Port of Long Beach, CA: Contract Manager for various Port-wide capital improvement projects, including maintaining, upgrading, replacing, and constructing infrastructure to provide terminal facilities, roads, rail,



Reuben Tolentino,  
CCM, DBIA, ENV  
SP (Continued)

waterways, and utilities such as water, sewer, storm drain, electrical and communications to accommodate efficient and sustainable terminal operations and cargo movement through the Port.

**On-Call Construction Management Services – City of Santa Monica**

CA: Principal-In-Charge for various CIP projects including roadway improvements, utilities, streetscape improvements, traffic signal, street lighting, and electrical. Projects for which Psomas has provided services include the Big Blue Bus Facilities Upgrades and Renovations; Big Blue Bus Methane Detection System Upgrades ;Parking Garages 2, 4, 5, 9, and 10; Street Lighting Modernization Program - Package 1, FY 16-18; Downtown Signal Upgrades and Fiber Optic Installation; Advanced Traffic Management System Phase 2; Downtown Signal Upgrades and Fiber Optic Installation; and Advanced Traffic Management System Phase 4A&B.

**Downtown Traffic Signal Upgrades – City of Santa Monica, CA:** Project Director for this \$4 million federally-funded project as a result of Psomas' on-call contract. The project consisted of fiber optics interconnect and video detection traffic signals throughout downtown Santa Monica and at several critical outlying intersections. Provided construction management including claims analysis, quality control, client coordination, contractor mediations, and staff management.

**Rosecrans Avenue Arterial Improvement – City of Gardena, CA:**

Principal-in-Charge for this \$4 million, Measure R funded project. The project spanned the entire right-of-way of this major, two-mile-long arterial crossing the City of Gardena. Project work included removal of the center turn lane pavement, installation of raised medians, stamped colored concrete, landscaping, irrigation, driveways, sidewalks, curb ramps, traffic signal improvements, mill and overlay asphalt concrete pavement, and signage and striping. The project required close coordination with the owners of multiple fuel pipelines and other underground facilities within the project boundaries, and with adjacent business and residential property owners and tenants.



## Brian Culligan, CCM, PMP, LEED AP

Senior Construction Manager

Brian Culligan has 20 years of experience in construction management, project controls, scheduling and cost engineering for ports, transportation, mining, schools, and master planned community projects. Brian is an exceptionally well-rounded construction manager, with certifications in construction management, project management, scheduling, and sustainability.

### Experience

**City of Long Beach On-Call Capital Improvement Projects – Long Beach, CA:** Project Manager for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects.

**JOC PM Review Services – Long Beach, CA:** Construction Manager Inspector that provided project closeout and punch list assistance as an extension of staff for the Port Inspection Team. Responsible for documenting punch list items using the Contractor's management software; punch list items included: damage to finished surface, equipment or material; documenting missing furniture or equipment and confirmed furniture placement and layout. The Long Beach Civic Center was comprised of four buildings (600,000 square feet) that include a new city hall, civic chambers, headquarters for the Port of Long Beach, and the Billie Jean King Main Library.

**Pier B Pump Station Project – Long Beach, CA:** Construction Manager responsible for overseeing change order negotiations. The Pier B Pump Station is one of the larger pump stations in the port complex (90,000 gpm capacity) and is owned and operated by the City of Long Beach, an important partner in the project. This project upgrade includes renovations to the wet well, installing a temporary bypass system,

#### EDUCATION

2004/MBA/Business Administration/California State University, Long Beach

1998/BS/Business Administration/California State University, Long Beach

#### CERTIFICATIONS

Certified Construction Manager/Construction Management Association of America, Southern California Chapter

Project Management Professional/Project Management Institute

LEED Accredited Professional/U.S. Green Building Council

#### PROFESSIONAL AFFILIATIONS

Construction Management Association of America, Southern California Chapter

#### EXPERIENCE

With Psomas for 6 years; with other firms for 14 years

Brian Culligan,  
CCM, PMP, LEED  
AP (Continued)

forming new concrete walls/piers, replacing the existing catwalk, ladder cage and installing new light fixtures. The pump station renovations included the removal and replacement of (3) existing main mixed flow pumps (approximately 15 tons each) and (1) low flow mixed pump (approximately 5.8 tons), installation of a generator, switchboard, RVSS cabinets, louvers, HVAC system, restroom renovations and new roofing system.

**Parking Structures Lot 2 Rehabilitation – Manhattan Beach/Los Angeles, CA:** Project Manager for the rehabilitation of parking structures for Lot 2 in the City of Manhattan Beach. Parking lot 2 consists of Lot 2A, which is a surface lot North of 222 12th Street, and a two-story parking structure on the south side of 12th street. The project included repair of concrete framing with epoxy injection and repair of generalized cracking, spalled, and deteriorated concrete framing and slabs using hand applied techniques. Repaired and replaced deteriorated and de-stressed post-tensioning tendons. Repaired and replaced existing concrete walkways and stairways within the public's accessible path of travel, along with replacement of non-compliant handrails and guardrails. Scope also included sealing of miscellaneous cracks and joints to improve drainage, coating of elevated slabs with waterproof traffic coating and restriping of parking lot layouts.

**Pier Comfort Station Rehabilitation – Manhattan Beach/Los Angeles, CA:** Project Manager for the overall interior and exterior improvements to the Manhattan Beach Pier Comfort Station. Work included demolition and removal of existing plumbing fixtures including toilets, hand basins, urinal troughs and shower fixtures, and replacing with new. Removal of all types of interior and exterior doors, metal gates, frames and hardware and replacing with new. Additional exterior work included replacement of existing skylights; installation of new powder coated aluminum louvers; repair and/or replacement of damaged existing roof tiles as necessary; replacement of damaged existing veneer CMU tiles; and re-painting and resealing of the exterior of the building and replacement of damaged wall tiles at the exterior shower walls under specific coordination with city designated consultant/artist.



## Pat Castro, PE, PMP, LEED AP, DBIA

### Senior Construction Manager

Pat Castro has more than 36 years of experience in providing program management, capital planning, design development, project and construction management, contract administration, and construction inspection of complex facilities and infrastructure capital improvement projects. As a practitioner with four professional credentials, Pat has demonstrated that he has the education, skills, and experience to lead and direct multiple projects and resources to attain strategic business goals of the organization.

## Experience

**City of Long Beach On-Call Capital Improvement Projects – Long Beach, CA:** Project Manager for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects.

**University Park Community Center – Irvine, CA:** Construction Manager for the City of Irvine's first LEED certified building (goal of LEED Gold certification). The project consisted of the addition of a community park building to the existing community building at University Community Park. The park had one of the first community centers in the City which was in need of updating to current capacity standards of other community centers. The existing uses and services were shared between the two buildings and are considered one community center now that the project is completed. Services included all aspects of construction management.

#### REGISTRATION

2007/CA/Professional Engineer/Civil/71592

#### EDUCATION

1997/BS/Civil Engineering/  
University of Baguio,  
Philippines

#### CERTIFICATIONS

Accredited Professional,  
Leadership in Energy &  
Environmental Design/U.S.  
Green Building Council

Designated Design-Build  
Professional/Design-Build  
Institute of America

Project Management  
Professional/Project  
Management Institute

#### PROFESSIONAL AFFILIATIONS

Construction Management  
Association of America,  
Southern California Chapter

Project Management  
Institute

U.S. Green Building Council

#### EXPERIENCE

With Psomas for 7 years;  
with other firms for 29  
years





## Everett Butcher, PE

Senior Construction Manager

Everett (Butch) Butcher has over 36 years of experience in providing project management services for large civil engineering construction projects. His background includes program and project development and execution for land development, planning, contracting, construction, environmental, public works, transportation, and utilities.

### REGISTRATION

2007/CA/General  
Contractor/A&B/904632

2003/CA/Professional  
Engineer/Civil/65620

2002/CA/Professional  
Engineer/Mechanical/32081

### EDUCATION

1989/MS/Civil Engineering/  
University of Illinois, Urbana

1977/BS/Ocean  
Engineering/Massachusetts  
Institute of Technology

### EXPERIENCE

With Psomas for 8 years;  
with other firms for 28  
years

## Experience

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

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

**On-Call Project and Construction Management Services** – City of Hermosa Beach, CA: Project Manager for various state and federally funded capital improvement projects for the City of Hermosa Beach. Services included consultant selection and management, complete project management from planning through construction phase services, bond and grant management, bid and award services, construction management and inspection, and project close-out.



## David Kelly, PE\*, DBIA

### Construction Manager

David Kelly is a highly analytical Professional Engineer with 10 years of experience in the field of Civil Engineering. He has an extensive understanding of geotechnical engineering, materials testing, and construction management practices. Throughout his experience in the private and public sectors, David has developed a reputation of spearheading projects that exceed expectations with efficient productivity.

#### REGISTRATION

2016/\*VA/Professional  
Engineer/Civil/0402055149

#### EDUCATION

2010/BS/Civil Engineering/  
Virginia Polytechnic  
Institute and State  
University, Blacksburg, VA

#### CERTIFICATIONS

Stormwater Inspector/  
Utah Department Of  
Environmental Quality  
  
Designated Design-Build  
Professional/Design-Build  
Institute of America  
  
Guardrail Installation/  
Replacement and Repair  
  
Radiation Safety Officer/  
Nuclear Gauge Safety  
  
Erosion & Sediment Control  
Inspector/Utah Department  
Of Environmental Quality  
  
Soils, Concrete I, and  
Concrete II (Masonry)/  
WACEL Materials  
Certifications  
  
Work Zone Traffic Control/  
Advanced

#### EXPERIENCE

With Psomas for 2 years;  
with other firms for 8 years

## Experience

### PW4420-09 Civil Center Parking Structure – Long Beach, CA:

Construction Manager to provide construction management services for this five-level parking structure located at the new Civic Center in Long Beach. The project is located between the Public Safety Building and City Hall and when completed, will include 297 stalls used for police department and employee vehicles.

**Various CIP Projects – City of Long Beach, CA:** Construction Manager responsible for the initiation, management and completion of a variety of projects under both the Job Order Contracting (JOC) and Construction Management delivery process. Assist the individual City Departments, Bureaus and Centers with the development of the project scopes and project budgets for their respective groups. Responsible for taking the lead in the project contract paperwork, document control and overall daily management for the completion of the project. Assist Public Works Department with the development of future project and/or program scopes of work and delivery timelines, including working with 3rd party architects and product representatives. Also coordination of work with third-party Utility Companies and additional City Departments. Projects include Traffic Circle Improvements, Various Landscape and Park Improvements, and ADA Improvements.



## Marvin Mai, PE

Construction Manager 3

Marvin Mai has 16 years of design and construction experience in a broad variety of public works projects including verifying compliance for city sidewalks, ADA ramps, paving, storm water installations, and managing traffic control during construction.

### Experience

#### **As-Needed Engineering Services for Implementation of the LACMTA**

##### **Purple Line Extension - Segment 2 - CM – Beverly Hills, CA:** Construction

Engineer for this \$7.85 billion design/build project consisting of a nine-mile extension of the underground rail system from the Wilshire/Western station to Westwood/VA Hospital. It is divided in to three sections with seven stations 800- to 100-feet long, 70 feet wide, and 50 to 60 feet deep and two 20-foot-diameter parallel tunnels separated by 20-foot and 50- to 130-foot-deep constructed by TBMs tunnel boring machines.

#### **Contra Loma Bypass System Hydraulic Assessment, Contra Costa**

**Water District – Contra Costa County, CA:** Prior to joining Psomas, served as Project Manager. Performed a hydraulic assessment to confirm the discharge capacity of the outlet through the bypass channel (emergency blowoff valve) at Contra Loma Dam. Completed a hydraulic analysis of the outlet capacity to determine if the outlet would meet California Division Safety of Dams criteria.

#### **Carreon Ranch Site Assessment, Maricopa Orchards – Kern County,**

**CA:** Prior to joining Psomas, served as Project Manager. Conducted an investigation to evaluate the site's potential as a favorable location for groundwater recharge and potential groundwater banking operations based on historical information and boring data. Developed preliminary design and cost estimates to construct pertinent facilities.

#### REGISTRATION

2014/CA/Professional  
Engineer/Civil/82614

#### EDUCATION

2009/BS/Civil Engineering/  
University of California, Los  
Angeles

#### EXPERIENCE

With Psomas for 2 years;  
with other firms for 14 years



#### EXPERIENCE

With Psomas for 3 years;  
with other firms for 36  
years

## Eric Schlichter

### Inspector 3

Eric Schlichter has 39 years of experience providing construction management, lead inspection, public relations, and office administrative services on major projects in the Southern California region, including roadways, public infrastructure and buildings, and highway and bridge construction. He is highly experienced in the oversight of numerous operations on large project sites and has excellent communication and documentation skills required for complex and multiple discipline operations.

### Experience

**On-Call Capital Improvement Projects – City of Long Beach, CA:** Construction Inspector for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects.

**County of San Diego, FY 2019-2020 Road Maintenance Project AC Overlay Paving – North San Diego County, CA:** Construction inspector for this annual road maintenance project, which was part of the City's on-call contract. Responsible for confirming construction was completed per the plans and specifications as well as documenting existing project conditions through daily reports.

**Redondo Beach Pier Improvements – City of Redondo Beach, CA:** Construction Inspector for removing and replacing existing brick pavement surface and considering existing and improved drainage features. Special consideration was given to existing constraints, such as stairs, entrance, and access doorways and other joint elevations. Existing drainage patterns and elevations were reviewed based on a survey, also reviewed existing utility and drainage as-built plans, performed a site evaluation and developed precise grading and drainage plans based on an approved design concept.



**EDUCATION**

Coursework//University of Utah

Coursework/Construction Management Certification/ University of California, Los Angeles

**EXPERIENCE**

With Psomas for 2 years; with other firms for 28 years

## Eugene (Gene) Higginbotham

Inspector 3

Eugene (Gene) Higginbotham has 30 years of experience managing and inspecting high-profile public works projects in high tourist and public areas. His experience ranges from a variety of projects funded by municipal, LA Metro, state and federal agencies. Eugene has worked on all aspects of corridor upgrades and street realignments, including removal and relocation of utilities, traffic and pedestrian controls, detours, landscape improvements, and surface restoration.

### Experience

#### **As-Needed Engineering Services for Implementation of the LA Metro**

**Purple Line Extension – Beverly Hills, CA:** Construction Inspector on the Psomas Team to provide full-service project/construction management, design and community relations services to the City of Beverly Hills on an as-needed basis and to serve as an agent for the residents and businesses of the City during construction of Metro's Purple Line subway project. Services include project management, design review, review and development of interagency agreements, review and development of permit conditions, construction management and oversight services, constructability and construction schedule review, community outreach, City Council and Commission presentations, QA/QC and document control.

#### **Annual Sewer Main Replacement, Fiscal Year 2017/2018 – City of Santa**

**Monica, CA:** Project Manager for oversight including quality control, inspection, public outreach and close-out. Project included open-cut trenching in residential neighborhoods, pipe installation, and street restoration.

**Third Street Fountain Enhancements – City of Santa Monica, CA:** Project Manager providing project over-site of concrete restoration. Coordinated project with City and downtown stakeholders.

**Los Angeles Metro Expo Line Terminus Station at 4th Street – City of Santa Monica, CA:** Oversight of decorative street level plaza, new curbs and gutters, bike lane and signal systems.

**REGISTRATION**

2013/Professional Engineer/  
Civil/CA/81366

**EDUCATION**

2009/BS/Civil Engineering/  
University of Southern  
California

**CERTIFICATIONS**

Qualified Stormwater  
Developer (QSD)  
Safety Trained Supervisor  
OSHA 30 Hour Certified

**TRAINING/SPECIAL  
EQUIPMENT TRAINING**

Primavera P6  
CPMAxis

## Chase Wirtz, PE | Capo Projects Group

### Scheduler/Delay Claims Analyst

Chase Wirtz is a hands-on 13-year professional experienced in Construction Schedule, Cost, and Claim Management for high profile large-scale design-build and bid-build heavy civil, utility and capital improvement projects. Prior to Chase's current role as a Partner at Capo Projects Group, where he is responsible to engage clients in various roles and lead teams in CPG's Construction project services efforts, he worked directly for multiple top national General Contractors as a Field Engineer up to Project Manager, gaining active experience that he uses to inform his current role.

## Experience

### North Santa Monica Boulevard Reconstruction, Griffith Company –

**Beverly Hills, CA:** As Project Scheduler for this \$20 million high profile and multi-phased project through downtown Beverly Hills, Chase was responsible for the development and maintenance of the CPM schedule and the analysis of various completion timelines. Chase lead the analysis of resequencing and rephrasing the segment limits to minimize impacts to the traveling public and downtown business district.

### Mount Vernon Viaduct Replacement Project, SBCTA – San Bernardino, CA:

As PCM Schedule Manager, responsible for the creation and maintenance of the Program PCM schedule on this Design-Build Project with an eye towards the strict review of proposal schedules for reasonableness, innovations, constructability concerns and risk issues. Currently, Chase is maintaining the PCM schedule, while reviewing the Design Builder's CPM schedules as required for constructability, completeness, accuracy and risks.

### Central Avenue Rehabilitation Project, Sully Miller – Monrovia, CA:

As Delay Claim Analyst for this project which was out of sequence due to scope refinements and design revision with differing site conditions encountered, Chase was called upon to review and analyze various delays and impacts to the completion milestones resulting from this resequencing. He led the Contractor's analysis of resequencing and rephrasing and completed the preparation of a delay analysis for the main arterial street reconstruction.

**EDUCATION**

BS/Electrical Engineering,  
Michigan State University

**AFFILIATIONS**

Institute of Electrical and  
Electronics Engineers  
(IEEE)

Illuminating Engineering  
Society (IES)

ASIS International

## Wesley McKean | P2S, Inc.

### Electrical Lead

Wesley McKean has over 25 years of electrical engineering experience. His experience in the consulting engineering field has included designing power, lighting, photovoltaic, co-generation, telecommunications, nurse call, security, access control and fire alarm systems.

Wesley has served as the Lead Electrical Engineer and Project Manager on a variety of complex and challenging projects. Projects range from smaller “quick turn-around” to large multi-hundred acre site facilities with multiple buildings. His experience and thoughtful approach to engineering benefits his clients with successful, proven solutions to a variety of technical and code compliance challenges.

## Experience

### San Diego State University

- ▶ LEED Platinum Aztec Student Union
- ▶ Steam Repairs Phase 1 and 2

### California State University, Long Beach

- ▶ Peterson Hall 2 Renovation
- ▶ Liberal Arts 2, 3 and 4 Lecture Hall Remodels
- ▶ Liberal Arts 2, 3 and 4 Seismic Retrofit
- ▶ Engineering Technology Boeing Lab Equipment Relocation
- ▶ Battery Storage System
- ▶ CS Room 109 Restoration

### California State University, Northridge

- ▶ Center for Extended Learning
- ▶ Matador Athletic Building Feasibility Study
- ▶ Metal 3D Printer Code Analysis
- ▶ Plummer and Darby Street Lighting

### California State Polytechnic University, Pomona

- ▶ Student Housing Replacement

### California State University, San Bernardino

- ▶ Pfau Library Data UPS Replacement

**REGISTRATION**

CA/Mechanical Engineer/  
M35128

**EDUCATION**

BS/Mechanical  
Engineering, Johns Hopkins  
University

**CERTIFICATIONS**

Certified Commissioning  
Authority (CxA), ACG

LEED Accredited  
Professional (LEED AP  
BD+C)

**AFFILIATIONS**

American Society of  
Heating, Refrigeration and  
Air Conditioning Engineers  
(ASHRAE) - TC1.4 Control  
Theory and Applications,  
Vice Chair and Handbook  
Chair

ASHRAE High Performance  
Buildings Conference  
Steering Committee

United States Green  
Building Council (USGBC)  
Long Beach Branch  
Steering Committee

## James Del Monaco, CxA, ACG, LEED AP BD+C P2S, Inc.

### Mechanical Lead

James Del Monaco has over 15 years of mechanical engineering experience in the field including mechanical and control system retrofits, upgrades and new system designs. He has served as a project manager, construction administrator, lead mechanical engineer and controls design engineer for various HVAC airside, hydronic and control systems for central plants, data center buildings, research and educational laboratory buildings, classroom buildings, office buildings, and tenant improvements.

As a LEED project administrator, James has provided guidance to the entire project team from kick-off through occupancy. His duties have included conducting LEED charrettes, LEED coordination meetings, reviewing specifications for LEED compliance and tracking and reviewing construction costs for LEED compliance.

James has designed over 50 LEED projects which include the design of airside and hydronic systems, documentation of LEED points, advanced energy modeling, ventilation and occupant comfort calculations, and the design of control systems for measurement and verification.

## Experience

### San Diego State University

- ▶ LEED Platinum Aztec Student Union
- ▶ Aztec Student Union M&V Plan Design and Implementation
- ▶ Communications Building HVAC Upgrade
- ▶ Facilities Services Building HVAC Upgrade
- ▶ Cuicacalli Condensate Feasibility Study
- ▶ KPBS Studio AHU Study
- ▶ KPBS Studio Expansion Study
- ▶ Main Central Plant Upgrades
- ▶ Peterson Gym AC Upgrade

### California State University, Los Angeles

- ▶ High Rise Building Renovation
- ▶ Television, Film and Media Studies Building Tenant Improvement



**EDUCATION**

AS/Computer Aided  
Drafting/ITT Technical  
Institute

**CERTIFICATIONS**

Certified in Plumbing  
Design (CPD)  
Plumbing Design, UCLA

**AFFILIATIONS**

American Society of  
Plumbing Engineers (ASPE)  
Green Plumbers®

**Eric Gomez, CDP** | P2S, Inc.

## Plumbing Lead

Eric Gomez has over 14 years of plumbing design, fire protection and construction experience. His extensive knowledge spans design, drafting, specifications, plan check submittals, cost estimates, inspections and construction administration.

Eric has significant expertise in educational, recreational and office facilities. He has designed a comprehensive range of plumbing and fire protection systems such as campus natural gas supply distribution as part of master planning for future expansions on various college and university campuses.

Eric has served as project manager and design engineer on various plumbing system design projects with duties encompassing determination of project scope, design criteria, coordination with the client and project team, provision of construction design documents, written construction design specifications, equipment selections, construction cost estimates, construction support and project management.

**Experience****San Diego State University**

- ▶ LEED Platinum Aztec Student Union

**California Polytechnic State University, San Luis Obispo**

- ▶ LEED Gold Student Recreation Center Expansion and Remodel

**Loyola Marymount University**

- ▶ LEED Gold William H. Hannon Library

**California State University, Long Beach**

- ▶ LEED Gold Student Recreation and Wellness Center
- ▶ Peterson Hall 2 Renovation
- ▶ Blair Field and Parking Lot Renovation
- ▶ Los Alamitos Restroom Upgrades
- ▶ LA234 Seismic Retrofit and ADA Upgrades

**California State University, Riverside**

- ▶ LEED Gold Student Recreation Center Expansion and Renovation

## Reuben Tolentino, CCM

**Job Title:** Principal/Vice President

**Company Name:** PSOMAS

**City:** Santa Ana

**State:** CA

**Expiration Date:** May 31, 2022

**CMCI Number:** 2594



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**Reuben Tolentino**

**Presented on: May 28, 2013**

**William Bertera**

Executive Director  
Institute for Sustainable Infrastructure

## Brian Culligan, CCM, PMP, PSP, LEED AP

**Job Title:** Construction Manager

**Company Name:** PSOMAS

**City:** Seal Beach

**State:** CA

**Expiration Date:** August 31, 2021

**CMCI Number:** 2430



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## BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

### LICENSING DETAILS FOR: 71592

**NAME:** CASTRO, PATERNO D

**LICENSE TYPE:** CIVIL ENGINEER

**LICENSE STATUS:** CLEAR

#### ADDRESS

19218 BLOOMFIELD AVENUE  
CERRITOS CA 90703  
LOS ANGELES COUNTY

[MAP](#)

#### ISSUANCE DATE

JULY 27, 2007

#### EXPIRATION DATE

DECEMBER 31, 2021

#### CURRENT DATE / TIME

AUGUST 11, 2021  
8:46:09 AM



## BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

### LICENSING DETAILS FOR: 65620

**NAME:** BUTCHER, EVERETT LESTER

**LICENSE TYPE:** CIVIL ENGINEER

**LICENSE STATUS:** CLEAR

#### ISSUANCE DATE

JUNE 27, 2003

#### EXPIRATION DATE

SEPTEMBER 30, 2021

#### CURRENT DATE / TIME

AUGUST 5, 2021  
8:59:10 AM



**BOARD FOR PROFESSIONAL  
ENGINEERS, LAND SURVEYORS,  
AND GEOLOGISTS**

**LICENSING DETAILS FOR: 82614**

**NAME:** MAI, MARVIN

**LICENSE TYPE:** CIVIL ENGINEER

**LICENSE STATUS:** CLEAR

**ISSUANCE DATE**

MAY 22, 2014

**EXPIRATION DATE**

SEPTEMBER 30, 2022

**CURRENT DATE / TIME**

AUGUST 5, 2021  
8:57:04 AM



**BOARD FOR PROFESSIONAL  
ENGINEERS, LAND SURVEYORS,  
AND GEOLOGISTS**

**LICENSING DETAILS FOR: 16872**

**NAME:** KELLY, DAVID LAWRENCE

**LICENSE TYPE:** CIVIL ENGINEER

**LICENSE STATUS:** CLEAR

**ISSUANCE DATE**

OCTOBER 19, 1966

**EXPIRATION DATE**

JUNE 30, 2023

**CURRENT DATE / TIME**

AUGUST 6, 2021  
9:50:36 AM



**BOARD FOR PROFESSIONAL ENGINEERS,  
LAND SURVEYORS, AND GEOLOGISTS**

**LICENSING DETAILS FOR: 81366**

**NAME:** WIRTZ, CHASE ROBERT

**LICENSE TYPE:** CIVIL ENGINEER

**LICENSE STATUS:** CLEAR

**ADDRESS**

2085 ROSEBAY ST  
WESTLAKE VILLAGE CA 91361  
VENTURA COUNTY

[MAP](#)

**ISSUANCE DATE**

MAY 29, 2013

**EXPIRATION DATE**

SEPTEMBER 30, 2021

**CURRENT DATE / TIME**

AUGUST 11, 2021  
8:43:35 AM



**BOARD FOR PROFESSIONAL ENGINEERS,  
LAND SURVEYORS, AND GEOLOGISTS**

**LICENSING DETAILS FOR: 35128**

**NAME:** DEL MONACO, JAMES MICHAEL

**LICENSE TYPE:** MECHANICAL ENGINEER

**LICENSE STATUS:** CLEAR

**ADDRESS**

9665 CHESAPEAKE DR 230  
SAN DIEGO CA 92123  
SAN DIEGO COUNTY

[MAP](#)

**ISSUANCE DATE**

JULY 16, 2010

**EXPIRATION DATE**

DECEMBER 31, 2022

**CURRENT DATE / TIME**

AUGUST 9, 2021  
11:36:59 AM





hereby certifies that

**James M. Del Monaco, P.E.**

P2S Engineering, Inc.

has demonstrated the requisite knowledge and understanding of the building commissioning process as presented in the ACG Commissioning Guideline and passed the necessary examination to be awarded this certificate in recognition of his qualifications as an ACG

**Certified Commissioning Authority**

This registration number 1112-1121 and this certificate, valid only for the year 2014, are renewable on an annual basis after examination of the agency's record for the preceding year.



W. Joseph Helm, P.E., President

Ray Bert, Executive Director



GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

**James Del Monaco**

HAS ATTAINED THE DESIGNATION OF

**LEED AP<sup>®</sup> Building Design + Construction**

by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED<sup>®</sup> green building program.

10005853-AP-BD+C

CREDENTIAL ID

19 NOV 2010

ISSUED

17 NOV 2022

VALID THROUGH

MAHESH RAMANUJAM  
PRESIDENT & CEO, U.S. GREEN BUILDING COUNCIL  
PRESIDENT & CEO, GREEN BUSINESS CERTIFICATION INC.

**UNIVERSITY OF CALIFORNIA,  
LOS ANGELES  
UCLA EXTENSION**

THIS IS TO CERTIFY THAT

**ERIC GOMEZ**

HAS COMPLETED THE REQUIREMENTS FOR THE

**SEQUENTIAL PROGRAM IN  
PLUMBING SYSTEMS DESIGN**

Date: June 22, 2006



*Frank E. Burns*

Director  
Department of Engineering, Information Systems  
and Technical Management



5 Hutton Centre Drive  
Suite 300  
Santa Ana, CA 92707

Tel 714.751.7373  
Fax 714.545.8883

[www.Psomas.com](http://www.Psomas.com)

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

#### A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

#### B. Travel Charges for time during travel are not reimbursable.

#### C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.



5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

## Section E

## RATE SHEET

## P S O M A S

## Construction Management and Inspection

Rates will be subject to a 3% escalation per year of the contract

Rates	Classification Titles
\$260 .....	Project Director/Principal-in-Charge
\$230 .....	Contract Manager
\$220 .....	QA/QC Manager
\$230 .....	Senior Construction Manager/Resident Engineer 3
\$220 .....	Senior Construction Manager/Resident Engineer 2
\$210 .....	Senior Construction Manager/Resident Engineer 1
\$200 .....	Structures Representative 3
\$190 .....	Structures Representative 2
\$180 .....	Structures Representative 1
\$190 .....	Construction Manager/Resident Engineer 3
\$180 .....	Construction Manager/Resident Engineer 2
\$170 .....	Construction Manager/Resident Engineer 1
\$185 .....	Inspector (Prevailing Wage) 3
\$175 .....	Inspector (Prevailing Wage) 2
\$165 .....	Inspector (Prevailing Wage) 1
\$165 .....	Scheduler
\$165 .....	Estimator
\$210 .....	Constructability Reviewer
\$150 .....	Office Engineer
\$ 95 .....	Administrative Support

- ▶ Rates include miscellaneous related costs: vehicle, cell phone, digital camera, and standard tools and equipment. All other direct expenses will be billed at cost.
- ▶ Overtime will be charged at 135 percent of the regular hourly rate. Sundays and holidays will be charged at 170 percent of the regular hourly rate.
- ▶ A shift which commences after 2:00pm or before 4:00am, during any 24-hour period, commencing at 12:01am is subject to a 12.5 percent differential.