

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
Z & K CONSULTANTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of February, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Z & K CONSULTANTS, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide project and construction management and inspection services for the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project (City Project No. 21-03), as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposal, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Prevailing Wage Requirements. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant shall comply with all applicable Prevailing Wage Laws in connection with the services provided pursuant to this Agreement. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.3. Professional Practices. All professional services to be provided by Consultant

pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.6. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.8. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.9. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and incorporated herein (the "Fee Schedule"). Consultant's total compensation shall not exceed Two Hundred Ninety-Nine Thousand Six Hundred Eight Dollars (\$299,608.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of

performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on January 31, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional one (1) year period upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by

City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of

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Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

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6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Z & K Consultants, Inc.
473 E. Carnegie Drive, Suite 200
San Bernardino, CA 92400
Tel: (951) 310-7470
Attn: Crystal Fraire

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5633
Attn: Seung Yang

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, 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 are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors

providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this

Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in

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respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Crystal Fraire
President

Date: _____

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

ATTACHMENT 2

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Seung Yang
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

ATTACHMENT 2

EXHIBIT A

REQUEST FOR PROPOSAL



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

September 7, 2021

**SUBJECT: CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT, NO. 21-03:
REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROJECT AND CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (NON-FEDERAL AID PROJECT)**

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional project and construction management and inspections services for the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, No. 21-03. This is a NON-Federal aid project. The tentative schedule is as follows but is subject to change:

REQUEST FOR PROPOSAL SCHEDULE	DATE
1. Deadline to Submit Requests for Clarification	09/30/21
2. Proposal Due Date	10/08/21 at 5:00 p.m.
3. City Council Award of Professional Services Agreement	11/02/21
4. Project Kick-off Meeting	01/04/22

This is the Request for Proposal (RFP) to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within this RFP. The consultant shall provide all services as requested in the RFP and stated in the submitted proposal.

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is **Cristina Oquendo**, Assistant Engineer. E-mail: cristina.oquendo@costamesaca.gov. All correspondence shall be submitted in writing via Planet Bids. Inquiries submitted other than via Planet Bids will not receive a response.

PROPOSAL / STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL REQUIREMENTS

Proposals shall be submitted electronically via PlanetBids:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>

No other form of submittal shall be accepted by the City.

FEE PROPOSAL

Fee Proposals shall be submitted in a separate file electronically via PlanetBids:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>

Sincerely,

Seung Yang, P.E.
City Engineer

**CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION,
AND SLURRY SEAL PROJECT, NO. 21-03:
REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROJECT AND CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES (NON-FEDERAL AID PROJECT)**

1. INTRODUCTION

The City of Costa Mesa, California (City) is soliciting a Request for Proposals (RFP) for the selection of a construction management consulting firm for the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, No. 21-03.

For selected streets throughout the City, the scope of work generally consists of mobilization, removal and reconstruction of curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, and A.D.A. curb ramps; removal and reconstruction of existing pavement; milling and overlaying with new asphalt; adjustment of manholes and valves to grades; procurement and application of Slurry Seal Type II with 2.5% latex, crack sealing; notifications to businesses and residents; traffic signing; striping and markings; installation of pavement markers; and implementation of traffic control.

The bid opening was on August 5, 2021, and the City will award the construction contract to the apparent lowest responsible bidder.

The plans, specifications, bid documents, and bid addendums for this project can be obtained via the City's PlanetBids portal at: <https://pbsystem.planetbids.com/portal/45476/bo/bo-detail/84544>. Note that a "login" may be required in order to access these documents.

The City's goal is to have a proposal for the professional services needed to complete this project. If you feel that any items should be added to the scope of work to accomplish this goal, please include a separate description and cost item in your proposal.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to **a maximum of ten (10) pages** (excluding front and back covers, section dividers, resumes, and photographs) and must include the following:

Statement of project understanding containing any suggestions for successful completion of the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.

A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager / Construction Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and

project construction cost. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner taking into consideration the required meetings noted below.

A fee proposal provided in a separate electronic file.

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of members from this department who have acted in the capacity of Project Manager for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently. Evaluations of the consultant proposals will be done by this Consultant Selection Committee, and interviews *may* be conducted at the discretion of the City.

4. FEE PROPOSAL

- A. A separate electronic file containing the fee schedule for the project shall be submitted labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total fee.
- C. The fee schedule shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration. Travel time and mileage will not be allowed.
- D. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule that was approved by the City for any of the outlined tasks.

5. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Consultant Selection Committee, comprising of City staff and its agents, has evaluated the consultants' submitted proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

6. PROFESSIONAL SERVICES AGREEMENT

A City of Costa Mesa Professional Services Agreement will be awarded to the selected consultant. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

7. INSURANCE REQUIREMENTS

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary insurance endorsements shall include the City of Costa Mesa.

8. SCOPE OF CONSULTANT SERVICES

The following chart is a list of, but not limited to, the following tasks that are expected from the Consultant for this project. The City's expectation is for the Consultant to meet or exceed expectations in delivering quality services for the City in relation to this project. The list below is not an exhaustive one and ancillary activities are assumed to be included as well.

Service	Function	Deliverables
Pre-construction Conference	Outline project specifics. Inform contractor of project administration procedures.	Meeting agenda & meeting minutes.
Management Information System (MIS)	Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.	Paper files, digital files, correspondence logs.
Review Traffic Control Plans	Review contractor's plans for traffic control, detours, shutdowns and access for emergency vehicles. Review of phasing plan/sequence of work.	Review traffic control plan & phasing plan.
Meetings	Conduct meetings with City staff, Contractor, etc., to discuss background, scope, objectives, schedule, current, and past issues as necessary.	Meeting agenda & meeting minutes.
Issues Management	Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.	Design clarifications. Contract change orders.

ATTACHMENT 2

Service	Function	Deliverables
Schedule	Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.	Schedule reports and recommendations of "As-built" schedule.
Cost Control	Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.	Budget reports and cost estimate reviews.
Labor Compliance	Provide labor compliance report(s).	Provide labor compliance report (s) to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.
Request for Information (RFIs) & Submittals	Review Request for Information (RFIs) and submittals received from the Contractor. Log in and distribute to appropriate parties.	Provide a list of RFIs and responses. Provide a list of submittals and responses.
Change Orders	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. Keep the City apprised of impact of cumulative change orders.	Independent cost estimate change orders ready for execution of change order summary reports.
Dispute Resolution	Make recommendation and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.	Dispute avoidance procedures and give recommendations.
Quality Control / Inspection / Material Testing Services	Observe and monitor all aspects of project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services during construction by a certified geotechnical professional per the plans, specifications and industry standards.	Photography and videotapes project files. Material testing results per the plans specifications, and industry standards.

ATTACHMENT 2

Service	Function	Deliverables
Public Relations	Communicate with local residents and business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.	Verbal and written notices delivered to local residents and businesses. Conflict management / dispute resolution.
Permitting / Environmental	Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.	Daily inspection reports and correspondence.
Progress Payments	Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.	Progress payment request documents.
Monthly Status Reports	Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.	Monthly report.
Site Safety	Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition. Investigate accidents.	Accident reports and monthly reports.
"As-Built" Drawings	Collect, review, and transmit contractor's As-Built Plans to engineer.	Data for record drawings.
Final Walkthrough	Make final inspections, Prepare punch- list. Verify that required certificates of compliance, O&M manuals and as-built drawings have been delivered.	Punch list.
Project Completion Report	Process final progress payment to contractor. File Notice of Completion. Prepare final report. Review project records.	Final progress payment, Notice of Completion and Final report. Deliver project records to the City.

9. MINIMUM COMPETENCY REQUIREMENTS

Project Management:

Staff proposed by consultants under this RFQ for project and construction management must possess, at minimum, a bachelor's degree in civil engineering or a closely related field, four (4) years of project and construction management experience in the areas mentioned in this RFP. California Registered Professional Engineering license is preferred, but not required. The selected firm(s) should have the ability to provide at least one, preferably two, full-time project manager(s) that can provide the requested services within the period of the contract. Staff provided by the selected firm must be able to work under the direction of City staff.

Construction Inspection:

Staff proposed by consultants under this RFP for construction inspection must possess the following qualifications:

Possession of a high school diploma or General Education Development (GED) certification and four (4) years of experience in the field of engineering, construction, or technical engineering support, which includes experience in construction inspection, surveying, and contract or plan and specification interpretation. College level course work from an accredited college or university in engineering or a closely related subject is desirable.

Proposed construction inspection staff should have knowledge and experience, but *not* limited to, the following:

- Public works construction methods, materials, practices, specifications, and equipment.
- Basic surveying principles and practices.
- Field engineering practices and basic design criteria for public works projects.
- Relevant state and local laws, ordinances, regulations, codes, and standards.
- Construction scheduling methods.
- Safe work practices and regulations pertaining to the work.
- Mathematics, including trigonometry and algebra.
- Methods and techniques of materials testing.
- Computer applications related to public inspection work and record keeping.
- Mark areas for removals with the Contractor and keeping records for "AS-BUILT" quantities and plans.
- Conflict / dispute resolution management with City staff, residents, businesses, other government agencies, and Contractor.
- Any other task(s) requested by the City that is/are within the purview of duties and responsibilities of a construction inspector.

10. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made that any contract will be awarded pursuant to this RFP or otherwise.
- B. The City also reserves the right to award a portion of work or combination, thereof.

ATTACHMENT 2

- C. All costs incurred in the preparation of the proposal, the submission of additional information and / or any aspect of a proposal prior to award of a written contract will be borne by the consultant. The City will only provide the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the consultant. All proposals submitted to the City of Costa Mesa will become the property of the City.

11. **SUMMARY**

The City appreciates your firm's participation, and the intent of this RFP is to establish the minimum consultant services required. If you feel that any items should be added to the scope of work, please include a separate description and cost item in your proposal. Prior to awarding a contract, all insurance documents must be submitted and approved.

ATTACHMENT 2

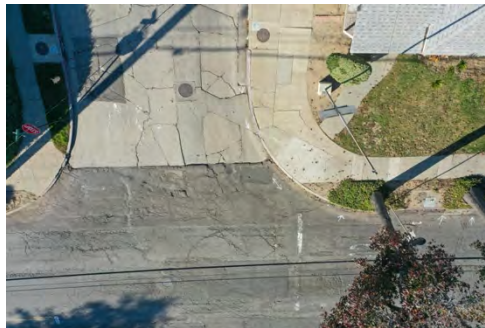
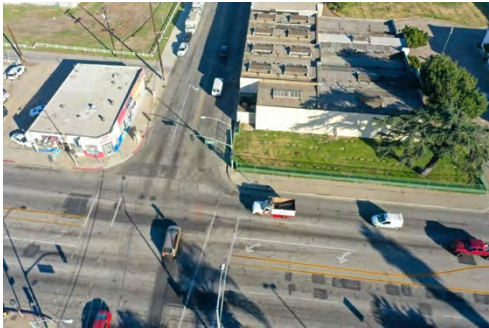
EXHIBIT B

CONSULTANT'S PROPOSAL



City of Costa Mesa

Engineering Division



REQUEST FOR PROPOSALS

PROJECT AND CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES (NON-FEDERAL AID PROJECT) FOR
THE CITYWIDE PARKWAY MAINTENANCE, STREET
REHABILITATION, AND SLURRY SEAL PROJECT, NO. 21-03

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October 8, 2021

Cristina Oquendo, Assistant Engineer
City of Costa Mesa, Public Services Department/Engineering Division
77 Fair Drive, Costa Mesa, CA 92628

Subject: Request for Proposal for Project and Construction Management and Inspection Services (Non-Federal Aid Project) for the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, No. 21-03

Dear Ms. Oquendo,

Z&K Consultants Inc. (Z&K) proudly presents our proposal to the City of Costa Mesa to provide Project and Construction Management and Inspection Services for the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, No. 21-03.

Z&K is a certified Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE) in Southern California. Z&K specializes in the provision of Project Management, Construction Management, Construction Inspection, Plan Review, Staff Augmentation, and other Professional Engineering Consulting Services. The Z&K Team has held numerous street rehabilitation contracts for local agencies and is committed to the success of the City of Costa Mesa's Project.

Z&K is proposing the same team that successfully delivered the many street improvement projects. This Team works efficiently and with great comradery with City staff to achieve the community's goals. Z&K works proactively and diligently with City staff to successfully deliver the Project under budget while mitigating numerous unforeseen delays. We understand the vital importance of community outreach in keeping councilmembers and the community informed with accurate project schedules and detailed outreach efforts. Z&K will provide a weekly project newsletter of critical construction activities completed each week and the scheduled activities to be completed the week after. Z&K is also proud to provide site walks with City staff and elected officials at any time throughout the project to discuss project progress and schedule.

Z&K understands that the bid opening for this Project was on August 5, 2021, and that the apparent lowest bidder is R.J. Noble Company with a bid amount of \$3,021,475. The contractors' bids ranged from \$3,021,475 to \$3,767,275 with the Engineer's estimate in the amount of \$3,326,927. Our team has worked with R.J. Noble Company on numerous projects and have a great working relationship with the contractor. The bid is lower than the Engineer's estimate which will result in cost saving to the City.

Our proposed Senior Construction Inspector, Noah Hernandez, is thoroughly familiar with the project, and has performed a site visit and preliminary constructability review of the project. We have thoroughly reviewed the Project plans and specifications and understand that this project generally consists of mobilization, removal and reconstruction of curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, and ADA curb ramps; removal and reconstruction of existing pavement; milling and overlaying with new asphalt; adjustment of manholes and valves to grade; procurement and application of Slurry Seal Type II with 2.5% latex, crack sealing; notifications to businesses and residents; traffic signing; striping and markings; installation of pavement markers; and implementation of traffic control. Our team prepared a comprehensive risk matrix, as well as a detailed project schedule, identifying various critical elements of the project that will be of top priority for Z&K's proposed personnel.

We have created unique staffing plan to meet the City's needs and expectations for this Project. Z&K has carefully selected this "A-Team," which includes Converse Consultants as subconsultant providing Geotechnical and Materials Testing Services. Z&K has committed our most qualified staff for the duration of the contract. Our proposed team members are recognized as experts in the industry and will provide "turn-key" Services for the City of Costa Mesa. The Z&K team knows the importance of providing qualified and experienced personnel, capable of working independently, that arrive on-site properly equipped and have the necessary safety and technical training to start work with no learning curve.

Z&K has successfully delivered over 40 street improvement projects serving in a similar capacity over the past 10 years. Our team members' unmatched experience in Project Management, Construction Management and Inspection of street rehabilitation projects makes the Z&K team uniquely qualified to provide the requested services. Z&K is proud of our reputation for having seasoned personnel and of the industry's recognition of our ability to deliver complex capital improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service.

Zack Faqih, PE, QSD/P, MSCE, CBO will personally lead the Z&K Team as the Project Manager/Construction Manager and will be the point of contact for the duration of the Project. I will serve as the management contact person for the full duration of the contract, and I am authorized to bind the firm to the terms of the proposal. Z&K Consultants, Inc. does not have any exceptions and commits to accept the terms and conditions to the language in the RFP documents. We acknowledge that the City issued Addendum No. 1 on October 4, 2021. We are excited about this opportunity to serve the City of Costa Mesa and are committed to the successful and early completion of the Project.

Sincerely,

Crystal Fraire, PE | President, Z&K Consultants Inc.
473 E. Carnegie Drive | Suite 200 | San Bernardino, CA 92400
951.310.7470 | cfaqih@zandkconsultants.com

PROJECT UNDERSTANDING

Z&K is proposing the same team that successfully delivered numerous other street rehabilitation projects. Our Team has unique knowledge working with Cities and their community. Through this experience, we have identified items that were successful in previous projects or could be improved for the success of the City of Costa Mesa's Project. Our Team also performed a site visit and a preliminary constructability review of the project.

Construction Site Walk/Change Orders | To assist in controlling cost, Z&K will conduct a pre-construction site walk with City staff members to identify areas that could potentially result in unanticipated costs. This includes extra quantities of asphalt or concrete such as damaged curbs, gutters or sidewalks not listed on the approved plans. During construction, Z&K will conduct site visits with City staff, as needed, to minimize change orders and cost increases.

Community Outreach | The Project streets are a mix of residential and commercial areas, especially along Placentia Avenue. Z&K will have continuous efforts to keep the community informed of scheduled construction activities. Access to businesses will be planned and coordinated prior to the start of any work. It is imperative that our community outreach does not only include property owners, business owners and residents of Costa Mesa, but also elected officials, management from the City of Costa Mesa, and all affected agencies. Z&K will provide updates to affected areas concerning traffic controls, anticipated completion dates, lane closures and access to private property during construction.



Weekend Work/Overtime Requested by Contractor | All overtime shall be approved by the City prior to the commencement of work and all associated costs for inspection/construction management shall be at the expense of the contractor. This item shall be included as a discussion item in the pre-construction conference. Due to unforeseen issues when scheduling manpower and materials, it may be necessary for the contractor to work evenings or weekends. This provision is important to minimize any additional costs to the City for the benefit of the contractor.

Agency Coordination | During previous projects, several situations developed that required Z&K to reach out to both local and Federal agencies to coordinate activities and address agency concerns. Prior to the start of construction, Z&K will have City/County areas of responsibility clearly marked and will coordinate construction activities with the contractor.

Delays Due to Other Projects | Previous projects encountered a significant delay to due utility construction work. Z&K will work closely with the City to ensure that other scheduled projects do not interfere with our project. We will also work closely with local agencies to ensure project schedule overlap and conflicts do not occur. Z&K will also work with staff to coordinate street construction activities so that they do not conflict with any needed emergency utility or road work. If the need arises, Z&K will work closely with the contractor to adjust the schedule and accommodate any unanticipated work which might impact the overall schedule.

Public Safety | Our team will closely monitor traffic control since this Project includes several high traffic flow streets. Our Team will ensure that work within a two (2) block radius of schools are performed during school breaks or on weekend work as specified in the specifications. We will also ensure that work around the Fair Grounds is not performed during the Fair. Z&K will maintain access to residents and businesses during concrete reconstruction phase. After PCC improvements are made, we will ensure that the parkways are restored to satisfactory condition.

Street Striping | During a previous project, a vehicle drove over the freshly painted street striping and pursued a claim against the Contractor. It is recommended for the contractor to utilize cones during all street striping. Flagmen should also be required for streets with a higher vehicle count. The Z&K inspector should be able to require the street striping company to provide additional flagmen when the inspector deems it necessary. It is recommended that this be at no additional cost to the City.



Damage to Private Property | Damage to private property and vehicles occasionally occurs during construction activities. The contractor and subcontractors all have adequate insurance and an established procedure to handle these claims. Community outreach shall include a procedure to notify Z&K immediately if any damage occurs. This is so we can properly memorialize the damage and conduct an interview to ascertain the facts. Z&K will have a procedure for the community to file claims prior to the start of construction. This will include the contact information, phone numbers, and emails for the contractor's risk management person.

Parking Enforcement | The objective of parking enforcement during construction should include the use of more flyers and notifications from the contractor to the residents. It is important to stress the need for the residents to adhere to the posted no parking signs.

They may contact Z&K if there are extenuating circumstances such as inoperative vehicles, lost keys, etc. Community outreach will encourage voluntary compliance with ticketing and towing as absolute last resorts. Z&K will notify and coordinate with the City's parking control staff prior to the posting of no parking signs.

ATTACHMENT 2

RISK MANAGEMENT LOG

Based on a comprehensive review of the project documents and site visit, Z&K has identified the following potential risks and proposed resolutions for the Project.

ID	Risk Impact	Occurrence Probability	Risk Description	Project Impact/Risk Area	Response Strategy
1	High	High	Traffic Control	Safety & Public In convenience	Z&K understands that there is substantial traffic issues on most of these streets. Due to traffic issues, conventional traffic control methods along with a combination of constant flagmen should be implemented. WATCH may be adequate for most situations; however, some locations may require additional resources. Our team will review the traffic control plans to ensure they comply with the WATCH manual and MUTCD requirements. We will also review it for minimum lane widths and as well as continuous and safe access for pedestrians. We will ensure temporary pavement markings are implemented. Our team will work closely with the Contractor to provide advanced notice to first responders and essential services.
2	High	High	Community Outreach	Schedule	It is imperative that our community outreach does not only include property owners, business owners and residents, but also elected officials, management from the City, and all affected agencies. Prior notification for the start of the Project as well as continuous communication to property owners concerning both the construction schedule and access issues will be ongoing.
3	High	High	Agency Coordination	Schedule & Budget	Our Team will ensure that all agencies affected by this Project are invited to the pre-construction conference and informed of the Project schedule and progress. Z&K will ensure that the Project complies with all permit requirements and environmental mitigation measures. Our Team will need to coordinate with the City's arborist for tree root removal and root pruning. We will closely monitor the Contractor during any tree root trimming.
4	High	High	Utility Coordination	Schedule & Budget	We will ensure that the Contractor coordinates with Underground Service Alert and all utilities are marked prior to the start of construction. We will track existing utilities marked by Underground Service Alert to ensure that mark outs are recorded and documented. After mark outs, contractor will be required to pothole. Additionally, contractor shall notify all utility agencies to performing any work. If the contractor hits a utility, they will not be able to claim that the City is liable for the cost of repairs. We will ensure that all utilities are tied off and lowered prior to paving. We will ensure that all utilities are raised to grade and free of any debris.
5	High	High	Change Order	Schedule & Budget	Z&K will closely monitor the work and proactively manage the change order process. We will identify potential change orders early and proactively develop solutions.
6	High	Medium	Delays Due to Other Projects	Schedule & Budget	Z&K will work closely with the City to ensure that other scheduled projects do not interfere with our project. We will also work closely with local agencies to ensure project schedule overlap and conflicts do not occur.
7	High	Medium	Overtime Work Requested by Contractor	Budget	All overtime shall be approved by the City prior to the commencement of work and all associated costs for inspection/construction management shall be at the expense of the contractor.
8	Medium	High	Pedestrian Access during Construction	Safety & Schedule	The contractor is responsible to always maintain pedestrian access through the project. We will ensure that the contractor accounts for pedestrian access when staging their work.
9	Medium	Medium	Damage to Private Properties	Public Inconvenience	Damage to private property and vehicles occasionally occurs during construction activities. Community outreach shall include a procedure to notify Z&K immediately if any damage occurs.
10	Medium	Medium	Job Site Housekeeping	Safety & Public Inconvenience	We will have the contractor commit to street sweeping during all construction activity. This item should not be left to the discretion of the Contractor but rather a specific directive from the City to the Contractor.

PROJECT APPROACH

The Z&K Team has successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed project management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies show our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines.

MANAGEMENT APPROACH

Z&K Consultants, Inc. provides proven professional construction management techniques to ensure the safe construction of a quality project completed on time and within budget. Z&K accomplished this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Construction Manager must ensure all parties understand the basic responsibilities and interrelationships of all team member such as the Owner, the Design Engineer, the Contractor, the construction management team, and the subconsultants. Additionally, a good Construction Manager must have the knowledge and experience to effectively understand the interrelationships between the key management components of time, information, cost, and quality. Decision making, including obtaining sufficient information to make reasoned decisions, is the key element leading to a successful project. The Z&K approach is founded on a thorough understanding of each of the management components critical to the project.

TIME MANAGEMENT

Time management uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The key to a successfully implemented and managed schedule is the development of an accurate, detailed, and realistic baseline schedule. Z&K will review the Contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties may be examined for accuracy and constructability. Schedule implementation and administration is the next step in proper time management. The Contractor's actual progress will be documented daily. The Z&K Team may review the progress with the Contractor at the weekly meetings. The Contractor's three-week-look-ahead schedule will be compared with the work plan on the record schedule to ensure the Contractor continues to use the record schedule as a management tool. We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion.

INFORMATION MANAGEMENT

Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be distributed to all parties on a timely basis. Z&K will act as the hub for the management of all information flow. Z&K has extensive experience providing document management solutions for its clients. Z&K's approach to information management also includes building a communication framework to continually foster partnering and teamwork relationships for all the project stakeholders. Z&K builds this framework from the start of the project with an all-inclusive kick-off meeting where the lines of communication and project responsibilities will be clearly explained to all the project stakeholders. The emphasis on project communication continues throughout the project with the weekly construction meetings. At each weekly meeting, all ongoing issues will be reviewed and discussed.

COST MANAGEMENT

Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing by the contractor. Secondly, Z&K will proactively manage the change order process. Each month, the Construction Inspector will review and approve the quantities. This ensures the Owner is accurately billed for the completed work monthly. Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.

QUALITY MANAGEMENT

Quality management is an inherent CM responsibility. Z&K is knowledgeable and capable in all aspects of quality management. Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications. This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. Z&K will review the Contractor's quality control procedures to ensure adequacy.

Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes. In Z&K's experience, lack of quality in the paperwork with items such as poor submittals and unanswered RFIs may lead to lack of quality in the constructed product. Deficiencies in submittal quality control by the Contractor often leads to incorrect or inferior equipment and materials being installed. Z&K will be proactive with the Contractor to ensure the quality of their submittals. Likewise, lax procedures for the processing of RFIs may lead to misunderstandings and delays. Z&K will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of the RFI process is maintained. Z&K regularly performs internal audits of its field operations to ensure the proper implementation of procedures for Z&K's quality assurance program.

SCOPE OF WORK

Z&K has thoroughly reviewed the Request for Proposals (RFP); we confirmed our team will provide all scope of work tasks as outlined in the RFP scope of services to ensure the success of the City of Costa Mesa's Project. Z&K acknowledges our ability to meet potential project requirements for the variety of work listed under the scope of services.

Pre-Construction Services | Z&K will schedule, coordinate, and conduct a pre-construction conference with the City, contractor, utilities and other agencies. At the pre-construction conference, we will outline project specifics, discuss critical contract items and concerns, and establish the protocol and project administration procedures to be used throughout the project. The meeting will highlight the contractor's responsibility for items such as permit and environmental agreements, safety and access, progress pay requests, labor compliance, submittals, RFIs, CCOs, quality control, materials certification, schedule updates, and weekly meetings.

Management Information System (MIS) | Our proposed staff has extensive documentation and filing experience and will establish a cloud-based management information system (MIS) that will be utilized throughout the project's duration. This information system will be used for organizing, tracking, filing, and managing project documents. Our Team know that a complete record of the project must include, at a minimum, a full set of copies of all paper/electronic correspondence, including letters, requests for information, submittals, contracts, reports, O&M manuals, progress payments, and change orders. All paper files, digital files, and correspondence logs will be made available to City staff throughout the duration of the project.

Review Traffic Control Plans | Z&K has extensive experience with all types of traffic control processes, including City and County streets and Caltrans right-of-way, night closures, detours, shutdowns, and ensuring access to pedestrians and emergency vehicles. Z&K will review the contractor's traffic control plan for traffic control, detours, shutdowns, and access for emergency vehicles. Our Team will review the phasing plan/sequence of work and provide any comments or recommendations to the contractor. Our inspector will provide oversight for lane closures, traffic congestion monitoring and analysis, and provide the contractor with traffic relief recommendations and potential alternate routes. Z&K inspectors will ensure the traveling public's safety and prevent any unreasonable delay by verifying minimum lane widths and safe access for vehicles and pedestrians.

Meetings | Z&K will schedule, coordinate, and conduct weekly construction progress meetings with the City, contractor, utilities and other agencies. At each weekly meeting, all ongoing issues will be reviewed and discussed. The agenda will include items such as project background, scope, objectives, safety, current and past issues, updated progress of the work, requests for information (RFIs), submittals, testing and inspection reports, non-conformance notices, contract issues, procedures, environmental monitoring, change orders (COs), look-ahead schedule for upcoming work, pay requests, and so forth. Z&K will prepare and promptly distribute meeting minutes to all attendees at the conclusion of each weekly meeting.

Issues Management | Z&K has the knowledge, skill, and experience to inspect all the anticipated construction operations for this contract. Our Team will review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within the budget and time specified. Our inspectors will monitor and enforce construction noticing requirements. Our Team will analyze issues, seek appropriate advice, and give recommendations. Z&K will verify that all work conforms with the requirements and identify any issues of non-compliance with the applicable codes. Inspectors will meet with the project design team, City's consultants, and City staff to work out any problems and resolve issues quickly and efficiently.

Schedule | The Z&K team will review the Contractor's schedule weekly to monitor the project progress and define the critical path tasks required to ensure compliance with the project schedule. The Z&K Team has extensive experience in dealing with changes from unforeseen conditions, owner-initiated changes, and other types of delays. Z&K will report any delays or instances of noncompliance with the project schedule to the City. The contractor will be required to submit a time impact analysis for any issue with the potential to delay the overall progress of the work. Z&K will advise the City and recommend and approve the monthly construction schedule, including activity sequences and durations, schedule of submittals, and schedule of delivery for products with long lead-time.

Cost Control | Z&K will monitor the project's funding to ensure that all requirements are being met and that the project's monthly progress billing is on track and within budget. Our team will monitor the budget closely and alert the City of any issues. Z&K will review and document all contract item payments, material quantities, and change order payments. Z&K will ensure that the appropriate paperwork is reviewed and processed for the project funds. Our team will provide budget reports and cost estimate reviews.

Labor Compliance | Z&K has extensive experience providing labor compliance oversight, and is capable of reporting on prevailing wage requirements, reviewing payroll documentation, ensuring compliance status and the proper filing and review of certified payrolls. Z&K will monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates. Z&K will conduct field interviews at the job site with each labor trade to verify that prevailing wages and fringe benefits follow applicable laws and certified payroll reports. Z&K will immediately inform the City of any discrepancies or labor compliance violations.

Request for Information (RFIs) & Submittals | Z&K will coordinate and ensure prompt processing and an efficient turnaround time for contractor requests for information (RFIs) and submittals. Z & K will log, track, manage the distribution, and ensure timely review of all RFIs and submittals. The log will identify each RFI and submittal, the date received, date the submittal is returned to the contractor, the action required, and other pertinent information.

Change Orders | Z&K works proactively to eliminate or reduce project impacts from potential change orders. Z&K will provide first-line management of change order administration including evaluation of change order requests; independent estimates; project mitigation; written approval from the City prior to approval of any extra work; investigation and inspection of differing site conditions; schedule impact analysis; impact mitigation; and verification of costs. Z&K will continuously prepare independent cost estimate change orders and schedule analysis of work to ensure that all change orders are of technical merit prior to execution.

ATTACHMENT 2

Dispute Resolution | Z&K's proposed team members are trained in dispute and claim avoidance and resolution and will develop and implement an Alternate Dispute Resolution ladder to resolve construction issues in a timely manner and avoid any potential delays in the project schedule. Z&K will evaluate any potential claims from the Contractor for whether there is entitlement and will determine what the fair and reasonable amount of entitlement will be prior to making a recommendation to the City for Contractor payment.

Quality Control/Inspection/Material Testing Services | Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications. The Z&K proposed staff will complete Daily Reports including equipment, crews/personnel, and photographic and video documentation of construction process (before, during and after construction). The Z&K Team will provide digital photos and/or video documentation prior to work, with work in progress, and upon acceptance of work. This will include scope of work and critical elements. Materials testing services will be provided by our subconsultant, Converse Consultants, with whom we have worked on multiple projects in the past.

Public Relations | Z&K will assist the City in forming and maintaining good relations with the local business community regarding temporary construction impacts by providing community outreach and a contact person to manage public relations for the duration of the project. At a minimum, the Z&K team distribute verbal and written notices to local businesses before any temporary construction impacts take place. Z&K will manage and track public inquiries for the Contractor and for the City and will advise of any concerns and findings. Additionally, Z&K will develop a neighborhood affairs strategy for any property owners, businesses, and the public that will be affected. This will include the preparation and distribution of information materials for the affected public, including fact sheets and project updates. It is imperative that our community outreach does not only include property owners, business owners and residents, but also elected officials and management from the City.

Permit/Environmental Compliance | The Z&K Team understand the importance of coordinating with local environmental and regulatory agencies and have experience complying with a vast number of them. Our team includes QSD/PS and inspectors fully knowledgeable regarding WQMP and SWPPP implementation and maintenance requirements. We will review the contractor's compliance with regulatory permits, mitigation measures, storm water regulations, and the SWPPP. Z&K will notify the Contractor immediately if control measures are not installed correctly and will oversee a prompt correction. Z&K will ensure that the Project complies with all permit requirements and environmental mitigation measures.

Progress Payments | We will work closely under the direction of the City and with the Contractor to verify that the contractor's payments are processed, provide recommendations, and ensure they are executed promptly by the contract documents and City's procedures. Z&K will work with the Contractor on required corrections to the pay requests and progress payments. The pay requests will be submitted to the City with a statement that they have been reviewed and will include recommendations for execution.

Monthly Status Reports | The Z&K Team will prepare and distribute a monthly status report will include project progress, change orders, cost issues, and an update to the schedule. These reports will be submitted to the City in a timely manner.

Site Safety | Z&K Consultants take extreme pride for being a very safety conscious organization implementing a safe environment both in our offices and on our project sites. Z&K will review the Contractor's compliance with workplace safety and health standards and notify the City of non-compliance. The Inspectors will attend the Contractor's Safety Meetings and promote safety throughout the life of our contract. Z&K will review, monitor, document and enforce contractor safety procedures for compliance with all safety laws and regulations. If any safety violations occur, Z&K will take immediate action to correct the issue and report any incidents.

"As-Built" Drawings | Z&K will create redlines on as-built drawings and coordinate the as-built plans with the Design Engineer. We will manage the Design Engineer's performance on the as-built drawings and check the record drawings prior to transferring to the City. Z&K Consultants will prepare a final report detailing the work completed, costs, changes, warranties, and documentation provided to the City. The report will also include a section on future suggestions and lessons learned.

Final Walkthrough | Our Team will take a proactive approach at processing project close-out by preparing a final punch list of items, which typically include guarantees/warranties, subcontractor liens, retention, and final acceptance/certificates of completion, orderly transfer of key records and documents, resolution of outstanding issues, final payment preparation and processing along with final acceptance or record drawings. Upon completion of the project and all items on the final punch-list, Z&K will conduct a final inspection and walk-through including City staff, Contractor, maintenance/service personnel, and project design consultant, and applicable agencies. Z&K will advise the City when the Notice of Completion (NOC) should be filed. Z&K will prepare the final punch list when the contractor has certified and demonstrated the work is substantially complete..

Project Completion Report | Upon project completion, Z&K's Construction Manager will submit the final construction management report summarizing the project history, any claims and recommendations or resolutions, and documentation of any corrective actions. All project documents collected and filed throughout the project will be delivered to the City at project completion. The final construction management report will also include a section on future suggestions and lessons learned. All original project documents and final project reports will be furnished to the City within the acceptable time frame and in the formats requested.

Upon completion of the project and following the final inspection and walkthrough, Z&K will provide the City with both hard and electronic copies of project documentation, including a report stating that the installation of all improvements required by the project have been completed in accordance with the plans and specifications. Z&K will also provide the City with necessary data needed for acceptance of the project, such as release of retention, certification of release of all liens and stop notices, certification of delivery of record drawings. Z&K will calculate the amount of final payment due to the prime Contractor and prepare the proposed final estimate. Z&K will also review and process the release of retention.

ORGANIZATIONAL CHART

Z&K has carefully selected this "A-Team" and committed our most qualified staff for the duration of the contract to deliver a successful project. Our team members have extensive experience in construction management and inspection services for public agencies and have completed over [40 Street Rehabilitation Projects](#). Our proposed Z&K team includes Converse Consultants to provide material testing services, with whom we've worked together on numerous projects and share great synergy.

We have utilized the following staffing plan on over 20 street rehabilitation Projects with great success. We have proposed one Project Manager/Construction Manager dedicated to this Project part-time (20 hours per week) and a Project Manager/Project Engineer full-time. Both Project Managers are licensed Professional Engineers and QSD/Ps. We have strategically provided a highly experienced senior construction inspector that is qualified to perform construction management and inspection services for the City. Our proposed Senior Construction Inspector is multi-disciplined and will provide general and specialized inspection saving the City significant cost. We will also deploy a second construction inspector since this is a significantly large project that will cover all of the City of Costa Mesa. Our staff will deploy efforts as the project schedule and construction activities dictate. We will reallocate manhours, when possible, for cost savings to the City.



PROFESSIONAL AND QUALIFIED TEAM

The key to a successful project is a highly qualified and well-managed team. We offer the City a cohesive, talented team of licensed and certified professionals. Our Professionals are recognized as leaders in the industry and will act as a seamless extension of City Staff.

Our Construction Management and Inspection professionals keep these key objectives in mind:

- Quality services and project deliverables
- Time and budget efficiency
- Adherence to quality and assurance standards
- Constant communication
- Application of technical and practical expertise

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements. They deliver their knowledge and expertise with tact and seamless integration with staff and outside agencies.

SIMILAR PROJECTS

The Z&K Team has successfully performed Professional Project and Construction Management and Inspection Services for numerous projects. [Z&K specializes in Construction Management and Inspection services for street rehabilitation projects and has successfully delivered over 40 projects of similar scope in the last 10 years. The following projects have been completed on time and within budget.](#)

CITY OF LAKE FOREST | STREET RESURFACING & SLURRY SEAL PROJECT

Duration: 2021 – Ongoing | **Contact:** Taylor M. Abernathy, Principal Civil Engineer | **Phone:** (949) 461-3490 | **Email:** tabernathy@lakeforestca.gov

Z&K Consultants, Inc. is providing **Construction Management and Inspection Services** for this project for the City of Lake Forest, which involves the street resurfacing of Glenn Ranch Road from Portola to El Toro, slurry seal of residential Zone F and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. The project's scope of work includes street rehabilitation and resurfacing, slurry seal, grind and overlay using the City's GIS system, mobilization, updated ADA ramps, dig-outs at multiple locations, traffic signing, striping, and markings, removal and replacement of existing curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, adjustment of manhole and valves to grade, and drainage improvements. Z&K staff are providing construction management and inspection services, contract administration, labor compliance, traffic control, coordination of material testing services, and maintaining relations with local affected businesses and residents. **Engineering Fee:** \$355,000 | **Project Construction Cost:** \$6.0M

CITY OF ALHAMBRA | FY 19/20 & FY 20/21 SB1 STREET REHABILITATION PROJECTS

Duration: 2021 – Ongoing | **Contact:** Stephanie Sandoval, Engineering Associate | **Phone:** (626) 570-5062 | **Email:** ssandoval@cityofalhabra.org

Z&K Consultants, Inc. is providing **Construction Inspection Services** for these two projects for the City of Alhambra. The FY 19/20 SB1 Street Rehabilitation project consists of pavement rehabilitation of 23. Local street segments, located south of Mission Rd., west of Garfield Ave., east of Atlantic Blvd., and north of Valley Blvd. The FY 20/21 SB1 Street Rehabilitation Project consists of pavement rehabilitation of 24 local street segments, located south of Valley Blvd., west of Atlantic Blvd., east of Fremont Ave., and north of Ramona Rd. The scope of work for both projects include slurry seal treatment, varying depths of cold milling and overlay, full depth removal and reconstruction, removal and replacement of existing broken and off-grade sidewalk, ADA ramps, curb and gutter, driveway approaches, and concrete cross gutters. The Z&K Inspectors are providing full time construction inspection services, reviewing traffic control plans, attending progress meetings, performing issues management, coordinating materials testing services, and assisting in maintaining public relations. **Engineering Fee:** \$50k (FY 19/20), \$80k (FY 20/21) | **Project Construction Cost:** \$1.9M (FY 19/20), \$2.3M (FY 20/21)

CITY OF COMPTON | ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT (PHASES 1 & 2A)

Contract Duration: 2020 – Ongoing | **Contact:** John Strickland, Project Manager | **Phone:** (310) 605-5500 | **Email:** jstrickland@comptoncity.org

Z&K Consultants, Inc. is providing **Project Management, Construction Management, and Inspection Services** for this Project. The scope of work consists of asphalt overlay, clearing and grubbing, construction of cold mill and AC overlay, slurry seal application, HMA pavement, ARHM overlay, AC base course, aggregate base, full depth AC slot pavement, PCC sidewalk and pavement, PCC curb and gutters, PCC cross gutter, alley intersection, sidewalk, driveway approach, curb ramps including detectable warning surfaces, signing, striping, markings, pavement legends, speed hump, landscaping, irrigation, adjusting manhole and utility covers to grade, water valve, water meter, street lighting, installation of loop detectors and bicycle loop detectors, traffic signal modification, adjustment of streetlight and traffic signal pull boxes to grade. Z&K inspectors performed mobilization, construction staging coordination in heavily traveled intersections, traffic control, SWPPP and erosion control plan preparation. Services also included full-service construction management, pre-construction, establishing a management information system, reviewing traffic control plans, meetings, issues management, scheduling, cost control, labor compliance, reviewing RFIs and Submittals, change orders, dispute resolution, quality control/inspection, material testing services, public relations, permits/environmental compliance, progress payments, monthly staff reports, site safety, as-builts drawings, final walkthrough, and project completion reports. **Engineering Fee:** \$300K (Phase 1), \$400K (Phase 2A) | **Project Construction Cost:** \$5.2M (Phase 1), \$6.5M (Phase 2A)



ATTACHMENT 2

CITY OF TORRANCE | RESIDENTIAL & ARTERIAL PAVEMENT IMPROVEMENT PROJECT, I-159/I-139

Contract Duration: 2020-2021 | Contact: Cesar Aguilar, Assistant Engineer | Phone: (310) 618-3061 | Email: caguilar@torranceca.gov



Z&K Consultants, Inc. provided **Construction Management and Construction Inspection services** for this project, which consists of pavement improvements to a residential neighborhood and four arterial streets. Improvements include clearing and grubbing, application of slurry seal, cold mill and AC overlay, removal and disposal of existing pavement, localized pavement repairs, as well as tree removals and replacements, asphalt berm replacement, AC base course, concrete repairs to PCC curb, gutter, PCC sidewalk, PCC driveways and driveway approaches, access and ramps, replacing pavement markings and striping on concrete and asphalt, and installation of raised pavement markers and City project signs. Other relevant features include mobilization, preparation of SWPPP and erosion control plans,

coordination with local utilities, adjustment of manhole and utility covers to grade, water valves and storm drain manholes, traffic control, local utility coordination, geotechnical and materials testing coordination, hardscape, landscape, and irrigation. Throughout the project, Z&K team members have coordinated an attended meeting, reviewed traffic control plans, performed issues management, labor compliance, reviewed requests for information and submittals from the contractor, reviewed potential change orders, prepared daily inspection reports, reviewed all contractor payment requests, prepared monthly reports, reviewed as-built drawings, and monitored contractor's safety program for compliance with Cal/OSHA. **Engineering Fee: \$120K | Project Construction Cost: \$3.6M**

CITY OF SAN BERNARDINO | STREET REHABILITATION PROGRAM (30+ MAJOR CITY STREETS)

Contract Duration: 2018 – Ongoing | Contact: Saba Engineer, Principal Civil Engineer | Phone: (909) 384-5284 | Email: Engineer_Sa@sbccity.org

Z&K Consultants, Inc. provided **Construction Management and Inspection Services** for this long-term, on-call contract with the City of San Bernardino, which has included street resurfacing and pavement rehabilitation for over 30 major streets and multiple major street intersections. The project included street rehabilitation and resurfacing, storm drain relocation, traffic signal improvements, traffic control, full depth removal and replacement of asphalt concrete, cold milling and AC overlay, slurry seal application, construction of new curb, curb and gutter, PCC sidewalk, replacement of existing PCC driveways, driveway approaches, curb ramps, retaining curbs, cross gutters, asphalt-concrete pavement, clearing and grubbing, preservation of existing city survey monuments, adjusting manhole covers to grade, and installation of pavement markings and striping on concrete and asphalt. Related work includes mobilization, assisting in preparation of SWPPP and erosion control plans, local utility coordination, geotechnical and materials testing coordination. Z&K personnel coordinated the distribution of public notifications to several schools, churches, and residential homes affected. **Engineering Fee: \$600K (Total) | Project Construction Cost: \$8M (Total)**



CITY OF SAN MARINO | STREET REHABILITATION PROGRAM

Contract Duration: 2021-Ongoing | Contact: Michael Throne, Public Works Director | Phone: (626) 300-0787 | Email: mthrone@cityofsanmarino.org

Z&K Consultants, Inc. is providing **Construction Inspection Services** for the City of San Marino's Annual Street Rehabilitation Program, which consists of citywide roadway pavement rehabilitation. The program's improvements include cold-milling asphalt concrete pavement and re-paving with hot mix asphalt (HMA) and asphalt rubber hot mix (ARHM), clearing and grubbing, localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, curb painting, replacing damaged curb and gutter, curb ramps, cross gutters, sidewalks, driveway approaches, installing speed humps, adjustment of sewer manholes and water valves, coordinating with local utilities, implementation of SWPPP and temporary construction BMPs, and temporary traffic control. Throughout the project, Z&K staff is also attending and coordinating meetings with the City and contractor, performing issues management, monitoring the contractor's schedule and project funding, performing labor compliance, reviewing contractor's RFIs and submittals, reviewing potential change orders, performing dispute resolution, managing public relations, and coordinating materials testing services. **Engineering Fee: \$85,000 | Project Construction Cost: \$2.6M**

LOS ANGELES COUNTY | AS-NEEDED CONSTRUCTION INSPECTION SERVICES

Contract Duration: 2017 – 2018 | Contact: Tariq Malik, Principal Project Manager | Phone: (951) 893-8897 | Email: tmalik@falcon-ca.com

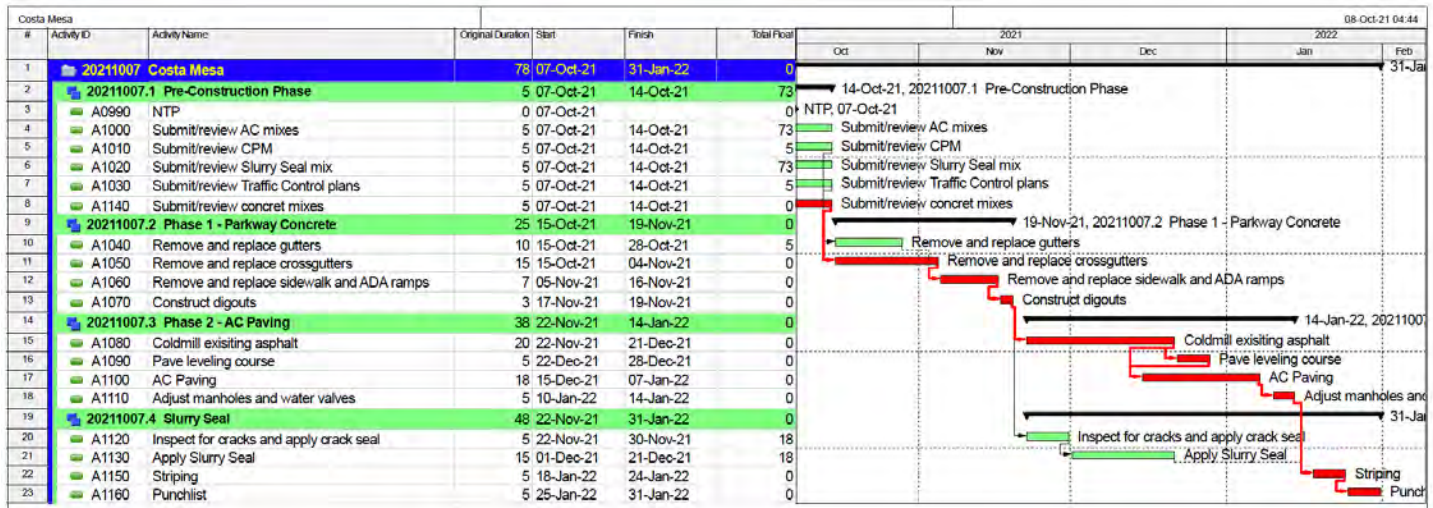


The Z&K Team performed **Construction Management and Inspection Services** for the Slauson Avenue Revitalization and Firestone Blvd. Street Rehabilitation Projects under this contract. The work included resurfacing of roadway pavement tire rubber modified asphalt concrete; cold mill and ARHM overlay, slurry seal installation, aggregate base, reconstruction of curb and gutter, PCC sidewalk, PCC driveways, PCC cross gutters, ADA curb ramp construction; and construction of concrete pavement and crosswalks. The Z&K team effectively managed key issues including Schedule Control, Environmental Compliance, Communication, Cost Control, Contract Change Orders and Quality to ensure that the project is successfully completed within time and budget. Other Technical Features: included: AC paving, concrete paving, curb ramps (ADA Ramps), landscaping and hardscaping, irrigation, electrical street lighting, replacement of street signing and striping, traffic signal

modification, adjustment of streetlight and traffic signal pull boxes to grade, storm drains and sanitary sewer repairs. **Engineering Fee: \$290K | Project Construction Cost: \$3.3M**

PROPOSED SCHEDULE

The proposed schedule was developed using Primavera P6 technology. Z&K assumed that no construction will be conducted until the contractor gets an approved traffic control plan that make sure that the public will move around the construction safely and with minimum inconvenience. Our Project Schedule includes a preliminary draft CPM Schedule demonstrating that this project can be completed in approximately **78 working days, which results in a schedule reduction of 2 working days.**



These estimates are supported by our preliminary construction schedule yielding a significant savings along with overhead construction management and construction costs. The most significant saving is less inconvenience to the community and less City exposure due to shortened construction duration. Our team members have achieved such savings on many other projects, so our track record and previous experience supports our proposal to the City.



Time management uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The key to a successfully implemented and managed schedule is the development of an accurate, detailed, and realistic baseline schedule. Z&K will review the Contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties will be examined for accuracy and constructability. The schedule logic and activity durations will also be analyzed to ensure the Contractor does not use float suppression techniques. Schedule float is a valuable resource for the Owner and the Contractor.

Schedule implementation and administration is the next step in proper time management. The Contractor's actual progress will be documented daily. The Z&K Team will review the progress with the Contractor at the weekly meetings. The Contractor's three-week-look-ahead schedule will be compared with the work plan on the record

schedule to ensure the Contractor continues to use the record schedule as a management tool. We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion.

The Z&K Team has extensive experience in dealing with changes from unforeseen conditions, owner-initiated changes, and other types of delays. The Contractor will be required to submit a time impact analysis for any issue with the potential to delay the overall progress of the work. Z&K will seek ways to mitigate the delay as the first course of action. This enables creative solutions for potential delay issues.

The Z&K team will review the Contractor's critical path method schedule weekly to monitor the project progress and define the critical path tasks required to ensure compliance with the project schedule. Z&K will provide, monthly, an update of accomplishments and projected project schedule goals for the following month. Z&K will report any delays or instances of noncompliance with the project schedule to the City.

The monthly progress billing will be tied to the construction schedule. This will be reviewed by the inspector and discrepancies will be addressed. If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the City is accurately billed for the completed work on a monthly basis. Z&K will advise the City and recommend and approve the monthly construction schedule, including activity sequences and durations, schedule of submittals, and schedule of delivery for products with long lead-time.





APPENDIX A. RESUMES

Zack Faqih, MSCE, PE, QSD/P, CBO



Project Manager/Construction Manager



EDUCATION

- » MSCE - Structures
Cal State Fullerton 2005
- » BSCE - Civil /Transportation
Cal State LA 1985

LICENSES & REGISTRATION

- » Professional Engineer, P.E.
State of California, C57958
- » Certified Accessibility
Inspector/Plans Examiner
- » Certified Building Official,
C.B.O., CABO, ICC #3741
- » Certified Plans Examiner,
I.C.B.O., #1020345-60
- » Certified Mechanical Inspector
I.C.B.O. #1020345-40
- » Certified Plumbing Inspector
I.C.B.O. #1020345-30
- » Certified Electrical Inspector
I.C.B.O. #1020345-20
- » SWPPP (QSD) & (QSP) #22055
- » OSHA 30 Hour Certification
- » State Certified HERS Rater
- » Certified Emergency Inspector
- » C.G.B.P Certified Green
Building Inspector
- » Certified Special Inspector for
Fire Proofing
- » Certified Special Inspector for
Structural Welding
- » Certified Special Inspector for
Structural Steel
- » Certified Special Inspector for
Reinforced Concrete

Relevant Key Highlights:

- Construction Management
- Construction Inspection
- Project Management
- Constructability Reviews
- Value Engineering
- Submittal Reviews
- Request for Information Review
- Progress Billing Review
- Change Order Review
- Capital Improvement Projects
- Street Maintenance
- Street Rehabilitation
- Street Resurfacing
- Slurry Seal
- Curb & Gutters
- Sidewalks
- Driveway Approaches
- Spandrels

- Cross Gutters
- ADA Curb Ramps
- Pavement Reconstruction
- Milling & Overlay
- Manhole & Valve Adjustment
- Crack Sealing
- Traffic Signing, Striping, & Markings
- Pavement Markers
- Traffic Control
- Mobilization & Demobilization
- Materials Testing Coordination
- Cal/OSHA Compliance
- Labor Compliance
- Public Relations
- Utility Coordination
- Cost/Scheduling/Budgets
- Safety & SWPPP Compliance
- Quality Control/Quality Assurance
- Issues Management

Mr. Faqih has over 32 years of experience in the project management, construction management, inspection and design of projects including street rehabilitations, local street improvements (slurry seal, overlay, signals, landscaping, drainage, and sidewalks), capital improvement projects, grade separations, retaining walls, asphalt concrete & Portland Cement Concrete pavement, freeway rehabilitation, interchanges, sewer & drainage disposal systems, reinforced concrete channels, bridge seismic retrofits, and utility relocations. He has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, provide project updates to the client, ensure timely review of critical path method (CPM) schedule to track any changes in critical path and delays, maintain project as-builts, managing multiple subconsultants and supervise inspection staff. Mr. Faqih excels in providing detailed constructability review of project plans and specifications, which minimizes the potential project delays and change order, assists the client from pre-award to project close-out to ensure full funding reimbursement.

Relevant Project Experience

City of Lake Forest: Street Resurfacing & Slurry Seal Project, Lake Forest, CA | Senior Construction Manager/Project Manager: This project involves street resurfacing of Glenn Ranch Road from Portola to El Toro, slurry seal of residential zone F, and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. Scope of work included street rehabilitation and resurfacing, curb and gutter improvements, sidewalk replacement, driveway approaches, ADA curb ramps, cross gutters, manhole and water valve adjustment to grade, milling and overlay, etc.

City of Alhambra: FY 19-20 & FY 20-21 SB1 Street Rehabilitation Projects, Alhambra, CA | Senior Construction Manager/Project Manager: Pavement improvements include slurry seal treatment, varying depths of cold milling and overlay, and full depth removal and reconstruction. The project also includes concrete improvements such as removal and replacement of broken and off-grade sidewalk, ADA ramps, sidewalks, and driveway approaches, that need updating, broken and off-grade curb and gutter, driveway aprons in need of repairs, concrete cross gutter reconstruction, and traffic signing striping, and markings.

City of Compton: Annual Residential Street Rehabilitation Project (Phases 1 & 2A), Compton, CA | Senior Construction Manager/Project Manager: Scope of work included construction of cold mill, ARHM pavement, AC base course, curb and gutters, asphalt overlay, PCC sidewalks and driveways, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, traffic signal loop, loop detectors, and adjust to grade existing sewer manhole. Scope included construction management, reviewing traffic control plans, meetings, scheduling, cost control, labor compliance, reviewing RFIs and Submittals, change orders, quality control/inspection, public relations, progress payments, monthly staff reports, site safety, as-builts drawings, final walkthrough, and project completion reports.

City of San Bernardino: Street Rehabilitation Program (30+ Major Streets), San Bernardino, CA | Senior Construction Manager/Project Manager: This long-term, on-call contract involves street rehabilitation and concrete improvements and pavement improvements of over 30 major streets and intersections. Scope of work includes full depth removal and replacement of asphalt concrete, cold milling and overlay of existing asphalt concrete, mobilization, traffic control, staging for major streets and intersections, removal of traffic striping, installation of traffic striping and pavement markers, installation of loop detectors and bicycle loop detectors, construction of cross walks, removal and replacement of sidewalk, driveways, PCC curb and gutter, cross gutters, spandrels, curb ramps along both residential and commercial streets, manhole and utility vault adjustments, and preparation of SWPPP and erosion control plans.

Noah Hernandez, Cert. Public Works Inspector



Senior Construction Inspector



Relevant Key Highlights:

- Construction Management
- Construction Inspection
- Project Management
- Constructability Reviews
- Value Engineering
- Submittal Reviews
- Request for Information Review
- Progress Billing Review
- Change Order Review
- Capital Improvement Projects
- Street Maintenance
- Street Rehabilitation
- Street Resurfacing
- Slurry Seal
- Curb & Gutters
- Sidewalks
- Driveway Approaches
- Spandrels
- Cross Gutters
- ADA Curb Ramps
- Pavement Reconstruction
- Milling & Overlay
- Manhole & Valve Adjustment
- Crack Sealing
- Traffic Signing, Striping, & Markings
- Pavement Markers
- Traffic Control
- Mobilization & Demobilization
- Materials Testing Coordination
- Cal/OSHA Compliance
- Labor Compliance
- Public Relations
- Utility Coordination
- Cost/Scheduling/Budgets
- Safety & SWPPP Compliance
- Quality Control/Quality Assurance
- Issues Management

EDUCATION

- » Public Works Construction Inspection – Santiago Canyon College
- » Water Distribution System Operation and Maintenance, California State University, Sacramento
- » Liberal Arts, Fullerton College
- » Construction Inspection of Traffic Signals – University of California Institute of Transportation Studies
- » Quality of Hot Mix Asphalt Pavement Construction Certification – Asphalt Institute
- » Underground Safety Certification – City of Fullerton

Mr. Hernandez is a certified public works inspector with more than 25 years of construction management and inspection experience. Mr. Hernandez's public works inspection responsibilities include the ability to review improvement plans, inspect public improvements construction, negotiate and administer contracts, and prepare and maintain a variety of reports. His project experience includes street rehabilitation, parks, roadway improvements, commercial buildings, channels, ADA compliant related projects, and water/wastewater projects. He has detailed knowledge of various construction manuals, Caltrans filing system, materials inspection & certification procedure and documentation, field measurement verification, review of submittals & RFI's, construction and removal, formwork, concrete pours, and coordination with various testing labs. Mr. Hernandez proficiently surveys, inspects and evaluates production

environments to determine fulfillment of safety and security standards. Mr. Hernandez has a proven track record of meeting company and agency objectives are direct results of his cost-conscious, team-oriented, dependable and professional approach.

Relevant Project Experience

City of Torrance: Residential & Arterial Pavement Improvement Project, Torrance, CA | Senior Construction Inspector: Mr. Hernandez provided inspection for improvements including application of slurry seal, cold mill and AC overlay, clearing and grubbing, removal and disposal of existing pavement, localized pavement repairs, as well as tree removals and replacements, asphalt berm replacement, AC base course, concrete repairs to PCC curb, gutter, PCC sidewalk, driveways, access and ramps. Other relevant features include adjustment of storm drains and sewer manholes to grade, reconfiguration of sewer piping, mobilization, traffic control, removal and replacement of existing traffic striping/markings and signage, and irrigation.

City of Irvine: Annual Street Rehabilitation and Slurry Seal, Irvine, CA | Senior Construction Inspector: Scope of work included asphalt pavement, cold-milling and AC overlay, pavement overlays and slurry seal application, removal and replacement of concrete improvements such as PCC sidewalks, ramps, curbs, gutters, and driveways, as well as adjustment of manhole and utility covers to grade. Inspected tasks included adjusting a survey monument, water valve, sewer cleanout and manhole frames and covers to grade and installation of striping and pavement markings, providing public notifications and traffic control. Mr. Hernandez provided full-time inspection services, prepared monthly cost progress reports and contract change orders, prepared punch-lists for contractor, and coordinated with agency sub-consultants and utilities.

City of La Mirada: La Mirada Boulevard & Imperial Highway Improvements, La Mirada, CA | Senior Construction Inspector: This project involved street maintenance and rehabilitation, replacement of sidewalks, curb & gutters, driveway approaches, ADA curb ramps, . Responsibilities include review and enforce the contractor's proposed construction schedule; require, monitor and document compliance with the contract and specifications, SWPPP compliance, review of submittals, and confirm compliance of materials delivered, and attend weekly progress meetings.

City of Fullerton: Longview Drive Water/Sewer Main Replacement and Street Improvements, Fullerton, CA | Senior Construction Inspector: Inspection of water, sewer and street rehabilitation project. The project included replacing 2500 linear feet of 8-inch DIP water main and appurtenances, 2500 linear feet of 8-inch VCP, PVC SDR 26 sewer main, new manholes and storm drains, removing and replacing existing sewer and video inspection and abandoning existing water mains and valves. Street and drainage improvement work included cold planning, excavation, asphalt concrete, aggregate base, curb and gutter, access ramps, driveway approach and sidewalk.

Brittany Duhn, PE, QSD/QSP

Project Manager/Project Engineer



Relevant Key Highlights:

- Construction Management
- Construction Inspection
- Project Management
- Constructability Reviews
- Value Engineering
- Submittal Reviews
- Request for Information Review
- Progress Billing Review
- Change Order Review
- Capital Improvement Projects
- Street Maintenance
- Street Rehabilitation
- Street Resurfacing
- Slurry Seal
- Curb & Gutters
- Sidewalks
- Driveway Approaches
- Spandrels
- Cross Gutters
- ADA Curb Ramps
- Pavement Reconstruction
- Milling & Overlay
- Manhole & Valve Adjustment
- Crack Sealing
- Traffic Signing, Striping, & Markings
- Pavement Markers
- Traffic Control
- Mobilization & Demobilization
- Materials Testing Coordination
- Cal/OSHA Compliance
- Labor Compliance
- Public Relations
- Utility Coordination
- Cost/Scheduling/Budgets
- Safety & SWPPP Compliance
- Quality Control/Quality Assurance
- Issues Management

EDUCATION

- » BSCE – Civil Engineering
California State Polytechnic
University, Pomona

LICENSES & REGISTRATION

- » Professional Engineer,
P.E. State of California, #91078
- » SWPPP (QSD) & (QSP)
Certificate # 22055
- » OSHA 30 Hour

Ms. Duhn has extensive experience in project management, project engineering, labor compliance, document control, office engineering, program management, construction

management, and field inspections of street improvement projects. She has thorough knowledge of labor compliance and office engineering from her work on numerous street improvement projects, bridge, rail, grade separations, water and wastewater projects, and interchange projects. These are great testaments of Ms. Duhn' managerial and oversight project experience. She gained tremendous experience in the design, operations, and maintenance by working closely with various stakeholders. Ms. Duhn has thorough knowledge of submittals, RFIs, and CCO review, project filing, daily reporting, quantity tracking, and project coordination. She is experienced in developing and maintaining project files, processing progress payments, and maintaining various logs, including submittals, RFIs, and correspondences. She is proficient with various construction computer software.

Relevant Project Experience

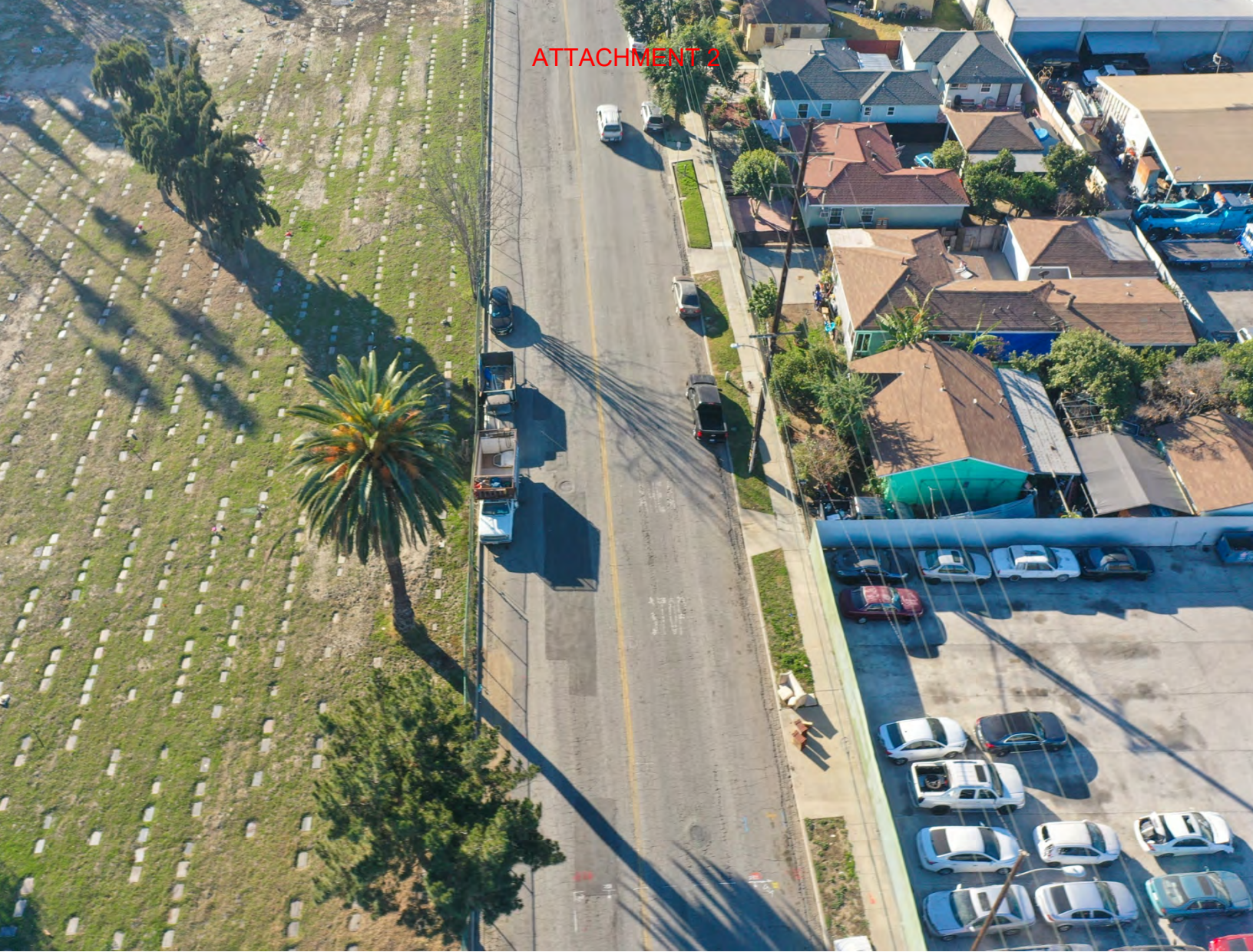
City of Alhambra: FY 19-20 and FY 20-21 SB1 Street Rehabilitation Project, Alhambra, CA | Project Manager/Project Engineer: Pavement improvements include slurry seal treatment, varying depths of cold milling and overlay, and full depth removal and reconstruction. The project also includes concrete improvements such as removal and replacement of broken and off-grade sidewalk, ADA ramps that need updating, broken and off-grade curb and gutter, driveway aprons in need of repairs, and concrete cross gutter reconstruction.

City of Compton: Annual Residential Street Rehabilitation Project (Phases 1 and 2A), Compton, CA | Project Manager/Project Engineer: This project included street rehabilitation of seven major City streets. Scope included full-service construction management, reviewing traffic control plans, meetings, scheduling, cost control, staging coordination, labor compliance, reviewing RFIs and Submittals, change orders, quality control/inspection, public relations, permits/environmental compliance, progress payments, monthly staff reports, site safety, as-builts drawings, final walkthrough, and project completion reports. Ms. Duhn met with city staff prior to beginning of work and periodically at various stages of construction, verified all requirements in accordance with contract documents, and collected and reviewed reports generated from the contractor's payroll office.

City of San Bernardino: Street Rehabilitation Program (30+ Major Streets), San Bernardino, CA | Project Manager/Project Engineer: This long-term, on-call contract involves concrete improvements and pavement improvements of over 30 major streets in the City of San Bernardino. The contract also includes the rehabilitation and resurfacing of various streets and intersections. Scope of work includes full depth removal and replacement of asphalt concrete, cold milling and overlay of existing asphalt concrete, mobilization, traffic control, staging for major streets and intersections, removal of traffic striping, installation of traffic striping and pavement markers, installation of loop detectors and bicycle loop detectors, construction of cross walks, removal and replacement of sidewalk, driveways, PCC curb and gutter, cross gutters, spandrels, curb ramps along both residential and commercial streets, manhole and utility vault adjustments, and preparation of SWPPP and erosion control plans.

City of Torrance: Residential and Arterial Pavement Improvement, I-159/I-139, Torrance, CA | Project Manager/Project Engineer: This project involves pavement improvements to a residential neighborhood and four arterial streets. Improvements include clearing and grubbing, application of slurry seal, cold mill and AC overlay, removal and disposal of existing pavement, localized pavement repairs, as well as tree removals and replacements, asphalt berm replacement, AC base course, concrete repairs to PCC curb, gutter, PCC sidewalk, PCC driveways and driveways approaches, access ramps, replacement of pavement markings and striping on concrete and asphalt, and installation of raised pavement markers and city project signs. Ms. Duhn coordinated meetings with City staff, performed document control procedures, and reviewed contractor's payroll reports.

ATTACHMENT 2



APPENDIX B. ADDENDUM ACKNOWLEDGMENT



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: OCTOBER 4, 2021

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID ADDENDUM NO. 1 – REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROJECT AND CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (NON-FEDERAL AID PROJECT) FOR CITY PROJECT NO. 21-03

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to Janet.Zuazo@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Crystal Fraire Crystal Fraire, PE, President

Company: Z&K Consultants, Inc.

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

PROPOSAL DUE DATE: NO CHANGE - FRIDAY, OCTOBER 8, 2021 AT 5:00PM

CITY COUNCIL AWARD: NO CHANGE

PROJECT KICK-OFF MEETING: NO CHANGE

This addendum, effective on this date, addresses the following items:

RESPONSES TO REQUESTS FOR INFORMATION (RFIs):

Q1. On the Planet Bid website, it said there is no online Q/A? Should we submit the questions directly to you?

A1. Yes, e-mail all your questions to both Cristina and Seung.

Q.2. What is the city's reason for identifying two Project Managers for one project? Are there additional projects that the City plans to include in this RFP?

A.2. It's a significantly large project that will cover all of the city of Costa Mesa including streets, sidewalks, driveways, slurry seal, utility coordination, etc.

If you believe that one project manager is sufficient for this project, please note that in your proposal and the reasons why.

Q.3. Does the city anticipate two Full Time Inspectors will be needed on this project?

A.3. Yes, this project is significantly large enough that two inspectors will be needed.

ATTACHMENT 2

EXHIBIT C

FEE SCHEDULE

December 8, 2021

Cristina Oquendo, Assistant Engineer
City of Costa Mesa, Public Services Department/Engineering Division
77 Fair Drive, Costa Mesa, CA 92628



Subject: Revised Request for Proposal for Project and Construction Management and Inspection Services (Non-Federal Aid Project) for the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, No. 21-03

Dear Ms. Oquendo,

Z&K Consultants Inc. (Z&K) proudly presents our cost proposal for Project and Construction Management and Inspection Services (Non-Federal Aid Project) for the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, No. 21-03. Our not-to-exceed fee for Project and Construction Management and Inspection Services is **\$299,608.00**.

Z&K Consultants based our cost proposal on the scope of work provided in the Request for Proposals. All prevailing wage requirements will be followed by the team. All team members are in conformance with the State of California Labor compliance requirements. Rates included in our Cost Proposal are fully billable rates. All overhead costs are included. All insurance will be in force at the time of contract execution. Z&K has carefully selected this "**A-Team**" and committed our most qualified staff for the duration of the contract to deliver a successful project. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects with such benchmarks in mind.

Z&K Consultants, Inc Hourly Rates:

Project Manager/Construction Manager	\$157.00
Project Manager/Project Engineer	\$137.00
Senior Construction Inspector	\$145.00
Construction Inspector	\$140.00
Material Testing Services (Converse Consultants)	Attached

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The payment terms shall be net thirty (30) days. **We are excited about this opportunity to serve the City of Costa Mesa and are committed to the successful completion the City's important project.**

NOT-TO-EXCEED FEE SCHEDULE

Task/ Classification	Construction Manager (Hrs)	Project Manager / Project Engineer (Hrs)	Senior Construction Inspector (Hrs)	Construction Inspector (Hrs)	Material Testing Services - Converse Consultants	Total Cost
Hourly Rate	\$ 157.00	\$137.00	\$145.00	\$140.00	-	-
Pre-Construction Services	10	40	40	20	-	\$15,650.00
Project Management/ Construction Management	64	480	0	0	-	\$75,808.00
Construction Inspection	0	0	640	640	-	\$182,400.00
Project Closeout	10	40	40	20	-	\$15,650.00
Material Testing Services	0	0	0	0	\$10,100.00	\$10,100.00
TOTAL	\$13,188.00	\$76,720.00	\$104,400.00	\$95,200.00	\$10,100.00	\$299,608.00

The not-to-exceed fee amount is based on 80 working days. Any additional services needed beyond the contract scope of work shall require prior approval from the City. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership roles and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements.

Sincerely,

Crystal Fraire, PE, President

Z&K Consultants Inc.
473 E. Carnegie Drive | Suite 200 | San Bernardino, CA 92400
951.310.7470 | cfaqih@zandkconsultants.com

ATTACHMENT 2

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

ATTACHMENT 2

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

ATTACHMENT 2

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.