

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 2nd day of December 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Z & K CONSULTANTS, INC., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide construction management, inspection and materials testing services for the Adams Avenue Bicycle Facility project, as more fully described herein; and

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

D. 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 Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. 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.

1.3. 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.

1.4. 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.

1.5. 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.

1.6. 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.

1.7. 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.

1.8. 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 made a part of this Agreement. Consultant's total compensation shall not exceed Two Hundred Forty-One Thousand Three Hundred Seventy-Four Dollars (\$241,374.00).

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 forty-five (45) 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. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibits "A," and "B" attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. 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 (excluding COVID-19), 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 twenty-four (24) months, ending on December 1, 2027, 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 periods 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 A.M. Best's 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) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (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 limit per accident 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 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.

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 Consulting, Inc.
17130 Van Buren Blvd., No. 122
Riverside, CA 92504

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: (951) 310-7470
Attn: Brittany Duhn, PE, QSD/P

Tel: (714) 754-5184
Attn: Ramin Nikoui

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. If 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 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. 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 7920.000 *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 7924.510, 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.

6.16. 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.

6.17. 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.

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

6.19. 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.

6.20. 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.

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

6.22. 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.

6.23. 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.

6.24. 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.

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

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

6.27. 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.

6.28. 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.

6.29. 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.

[Signatures appear on following page.]

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

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Cecilia Gallardo-Daly
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Ramin Nikoui
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONSULTANT'S PROPOSAL



**City of Costa Mesa
Construction Management and
Inspection Support Services for
Adams Avenue Bicycle Facility
Project (Federal Project No. STPL-
5312 (108), City Project No. 25-11)**

September 23, 2025

COVER LETTER

September 23, 2025

City of Costa Mesa
Public Works Department
77 Fair Drive, Costa Mesa, CA 92626

Subject: Proposal for Construction Management and Inspection Services – Adams Avenue Bicycle Facility Project (City Project No. 25-11, Federal Project No. STPL-5312(108))

Dear Selection Committee,

Z&K Consultants, Inc. (Z&K) is pleased to submit our proposal to provide Construction Management, Inspection, and Materials Testing Services for the Adams Avenue Bicycle Facility Project. As a certified Small Business Enterprise (SBE), Z&K brings proven experience delivering federally funded roadway and multimodal improvements.

Project Approach, Scope & Methodology | The project includes slurry seal, crack sealing, signing and striping, median modifications, landscaping, irrigation, and pavement markers along Adams Avenue. Z&K Consultants will provide daily inspection and responsive management through Zack Faqih, PE, QSD/P, CBO, ICC, Resident Engineer, and Tom Verpooten, Senior Construction Inspector, who recently served as inspector on Costa Mesa's 2024–2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project #24-03. Our approach emphasizes proactive communication, QA/QC, and minimal disruption to the public.

Qualifications, Organization, & Key Staff Experience | Z&K has completed more than 100 municipal infrastructure projects in the past five years. Zack brings strong contract compliance and coordination expertise, while Tom contributes direct Costa Mesa experience. Converse Consultants will support our team as a trusted subcontractor for Materials Testing, ensuring full compliance with specifications and federal reporting requirements.

Experience and Record of Success on Similar Federal Projects | Our team has successfully delivered numerous federally funded projects requiring strict compliance with Davis-Bacon Act prevailing wages, DBE participation goals, and Buy America requirements. Z&K has consistently demonstrated the ability to provide accurate documentation, proactive issue resolution, and responsive communication to ensure timely delivery. This experience underscores our capacity to manage federally funded roadway and multimodal improvements on time, within budget, and in full compliance with all applicable regulations.

Commitment to the City | Together with Converse Consultants, Z&K will provide the City of Costa Mesa with an integrated, locally available team dedicated to delivering this project successfully within its 90 working day schedule.

As Principal-in-Charge and authorized representative, I am authorized to sign and submit this proposal on behalf of Z&K Consultants, Inc. This proposal is a firm offer and shall remain valid for 180 days from the submittal date. Our services will be managed from our Riverside office at 17130 Van Buren Blvd., Suite 122, Riverside, CA 92504, Phone: (951) 310-7470, ensuring proximity to Costa Mesa with dedicated project personnel available locally throughout construction. **We appreciate the opportunity to continue serving the City of Costa Mesa and look forward to the successful delivery of the Adams Avenue Bicycle Facility Project.**

Sincerely,



Crystal Fraire, PE, President (Principal-in-Charge)
17130 Van Buren Blvd. #122, Riverside, CA 92504
P (951) 310-7470 | cfraire@zandkconsultants.com

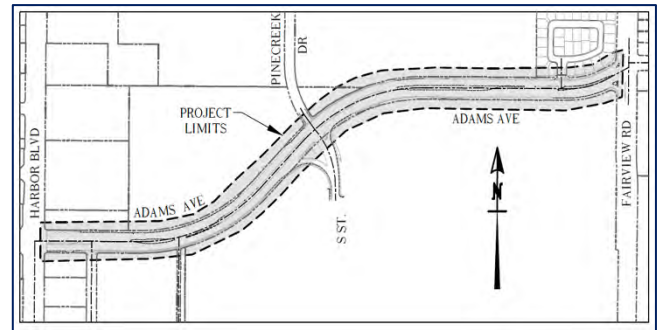
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BACKGROUND AND PROJECT SUMMARY SECTION

The City of Costa Mesa is advancing the Adams Avenue Bicycle Facility Project to improve safety, accessibility, and multimodal connectivity along a key corridor in the community. Adams Avenue is classified as a Major Arterial and serves as an important east-west route, providing access to residential neighborhoods, local businesses, and Orange Coast College. The project is federally funded through the Orange County Complete Streets Program (OCCSP) grant in combination with City funds, and must comply with all applicable federal, state, and local requirements, including Davis-Bacon prevailing wage laws, DBE participation goals, Buy America provisions, and Caltrans Local Assistance Procedures Manual (LAPM) standards.

The project will enhance bicycle and pedestrian connectivity near Orange Coast College and tie into the recently constructed Class I multi-use pathway at Pinecreek Drive. A primary objective is to reduce conflicts between vehicles and bicyclists by constructing a Class IV cycle track with vertical separation in the bike lane buffer. These improvements reflect the City's broader goals of providing safe, sustainable, and user-friendly infrastructure that supports active transportation and reduces congestion.



Construction is anticipated to begin in January 2026 and extend for approximately 90 working days. Because of the project's location adjacent to Orange Coast College, coordination will be essential to avoid conflicts with special events and high-traffic periods. Public outreach and communication with residents, businesses, and roadway users will also play a critical role in minimizing impacts and ensuring smooth project delivery.

Scope of Work | The project includes the following key improvements along Adams Avenue:

- **Reconstruction and Median Modifications:** Reconstructing and narrowing the existing medians along Adams Avenue to accommodate the new bicycle facilities and landscaping improvements.
- **Class IV Cycle Track:** Construction of a separated Class IV cycle track with K71 bollards to create a safe, dedicated space for bicyclists and provide vertical separation from vehicular traffic.
- **Traffic Signal Modifications:** Modifying the traffic signals at the intersection of Adams Avenue and Fairview Road to support the new roadway configuration and bicycle safety improvements.
- **Pavement Treatments and Striping:** Installing green bicycle pavement markings, bike boxes, and other traffic markings to clearly delineate bicycle priority areas and improve visibility.
- **Landscaping and Irrigation:** Installing new landscaping and irrigation systems within the reconstructed medians to improve aesthetics, reduce heat island effects, and support sustainability.
- **Street Lighting:** Adding new street lighting along the south side of Adams Avenue to enhance safety and visibility for all roadway users.
- **Slurry Seal and Pavement Work:** Applying slurry seal (Type II with 2.5% latex), sealing cracks, and preparing the roadway surface for new striping and markers.
- **Traffic Control, Public Outreach, & Notifications:** Implementing traffic control measures to maintain safe vehicle, bicycle, and pedestrian access during construction, along with providing timely notifications to residents, businesses, and Orange Coast College.

The total estimated construction cost is approximately \$3.25 million. Collectively, these improvements will significantly upgrade Adams Avenue by providing safer, more accessible infrastructure for bicyclists and pedestrians, while maintaining existing traffic lanes and parking where feasible. This project represents a critical step in advancing the City's Complete Streets vision and supporting long-term community mobility goals.

PROJECT APPROACH & METHODOLOGY

Z&K Consultants, Inc. is committed to delivering the Adams Avenue Bicycle Facility Project with a proactive, solutions-focused approach that emphasizes safety, compliance, and efficiency. Our methodology is rooted in a thorough understanding of the project's objectives, potential challenges, and federal funding requirements. By combining experienced leadership, detailed inspection oversight, and clear communication with the City, Orange Coast College, and the community, we will ensure the project is completed on time, within budget, and to the highest standards of quality.

Understanding of Project and Objectives | Z&K Consultants recognizes that the Adams Avenue Bicycle Facility Project is a federally funded, time-sensitive investment in Costa Mesa's multimodal transportation network. Our team is familiar with the corridor's role as a major arterial, its adjacency to Orange Coast College, and the need to balance roadway function with enhanced bicycle and pedestrian infrastructure. The City's primary objectives are to improve safety, provide a Class IV separated cycle track, modernize traffic operations, and enhance median landscaping while minimizing disruption to residents, businesses, and roadway users. To achieve these objectives, Z&K's methodology emphasizes proactive communication, strict compliance with Caltrans LAPM and federal requirements, and close coordination with City staff, Orange Coast College, and contractors.

Approach to Scope of Services

- ✓ **Pre-Construction:** Conduct thorough reviews of PS&E, stormwater, and traffic control plans; participate in pre-construction meetings; establish control systems for documentation; and coordinate baseline schedules with the contractor.
- ✓ **Construction Oversight:** Provide continuous inspection, enforce safety and compliance requirements, oversee quality assurance testing with Converse Consultants, and manage all RFIs, submittals, change orders, and claims.
- ✓ **Federal & City Compliance:** Monitor DBE participation, enforce Davis-Bacon wage requirements, verify prompt payment to subcontractors, and prepare all required LAPM exhibits and forms.
- ✓ **Community Coordination:** Manage construction notifications and act as liaison with Orange Coast College and the business community to avoid conflicts with events or access.
- ✓ **Project Close-Out:** Prepare punch lists, confirm corrective work, oversee record drawings and as-builts, and complete all Caltrans and federal reporting requirements.

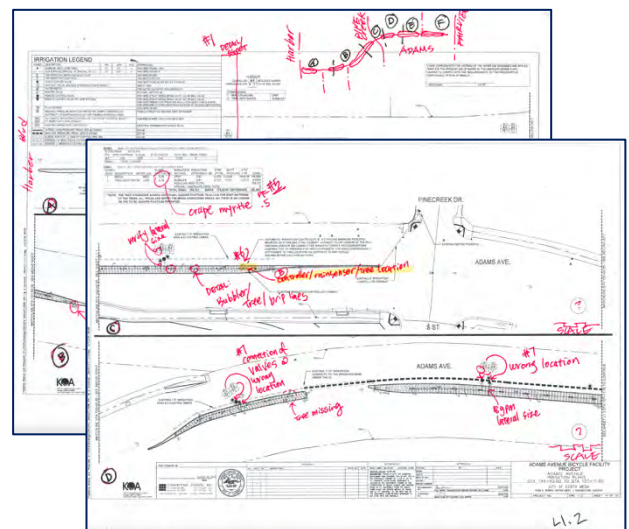
Anticipated Project Issues and Mitigation | Every construction project presents unique challenges that must be proactively addressed to ensure successful delivery. Z&K has carefully reviewed all project documents and conducted a site visit to identify potential risks associated with the Adams Avenue Bicycle Facility Project, and developed practical strategies to minimize their impact. Importantly, these approaches are informed by lessons learned from multiple projects we have successfully delivered for the City of Costa Mesa, where our team gained firsthand understanding of local conditions, stakeholder expectations, and City procedures. This experience allows us to anticipate issues early, apply proven solutions, and maintain project momentum from notice to proceed through close-out.

Potential Issue	Impact on Project	Mitigation Strategy
Coordination with Orange Coast College	Campus events, pedestrian volumes, and traffic could disrupt access.	Coordinate with College staff, track events, and adjust phasing as needed.
Traffic Control & Safety	Heavy vehicle, bike, and pedestrian use may cause hazards if traffic control is poor.	Daily inspections, enforce CA MUTCD, and at Adams/Fairview add protected right-turn, bike heads, and "No Turn on Red."
Federal Compliance	Errors in DBE, Davis-Bacon, or MAWA could risk funding.	Maintain audit-ready records, submit LAPM forms, and correct plant factor for crepe myrtle (L-1.2).

Utility Conflicts	Utility lines and new trees/irrigation may clash with work.	Early utility meetings, use GPR (Title Sheet), potholing before planting (L-2.1 to L-2.2), and sequence electrical/landscape removals.
Schedule & Budget	90-day timeline could be delayed by weather, COs, or disputes.	Weekly updates, recovery plans, and bid clarifications: add demob/final cleanup (P-1), use SF for Items 7–9 (P-1), and include “missing bid items” clause (P-3).
Community Outreach	Noise, dust, and access issues may cause complaints.	Review notices, give updates, and relocate trees to keep Controller B rain sensor clear (L-1.2).
Irrigation & Planting	Missing details, wrong valve ties, and staking errors risk rework and water budget issues.	Add legend refs (L-1.1), fix dripline (L-1.1–L-1.3), clarify valves, size laterals, provide pressure loss calcs (L-1.4), add rain/flow/bubbler details (L-1.4), correct staking (L-2.4), and show 36" pit/root barrier (L-2.4).
Electrical & Lighting	Poor cutovers, outages, or underlit zones may create hazards.	Provide Cobalt controller cutover plan, temp fiber plan, penalties for outages, add countdown heads with APS, photometric study for south side, spare 2" conduits at medians, and coordinate removals.
Civil & General	Missing bid items, unclear notes, and poor transitions could raise claims.	Add “teacup” asphalt joins (Sheets 2–6), revise median to 4" concrete over 4" CMB (Sheets 2–6), remove root balls 2' below grade (Demo Note 11), remove pavement to subgrade/recompact (Removal Note 1), and add ADA sidewalk transition detail (TP-5).

By drawing on our direct experience with the City of Costa Mesa, Z&K has developed targeted mitigation strategies that are proven to work under local conditions. Our lessons learned from past City projects, including recent street rehabilitation and slurry seal efforts, inform our approach to the Adams Avenue Bicycle Facility Project and ensure that challenges are addressed proactively. This experience-driven methodology will protect the City’s schedule, budget, and funding while delivering a safe and high-quality project.

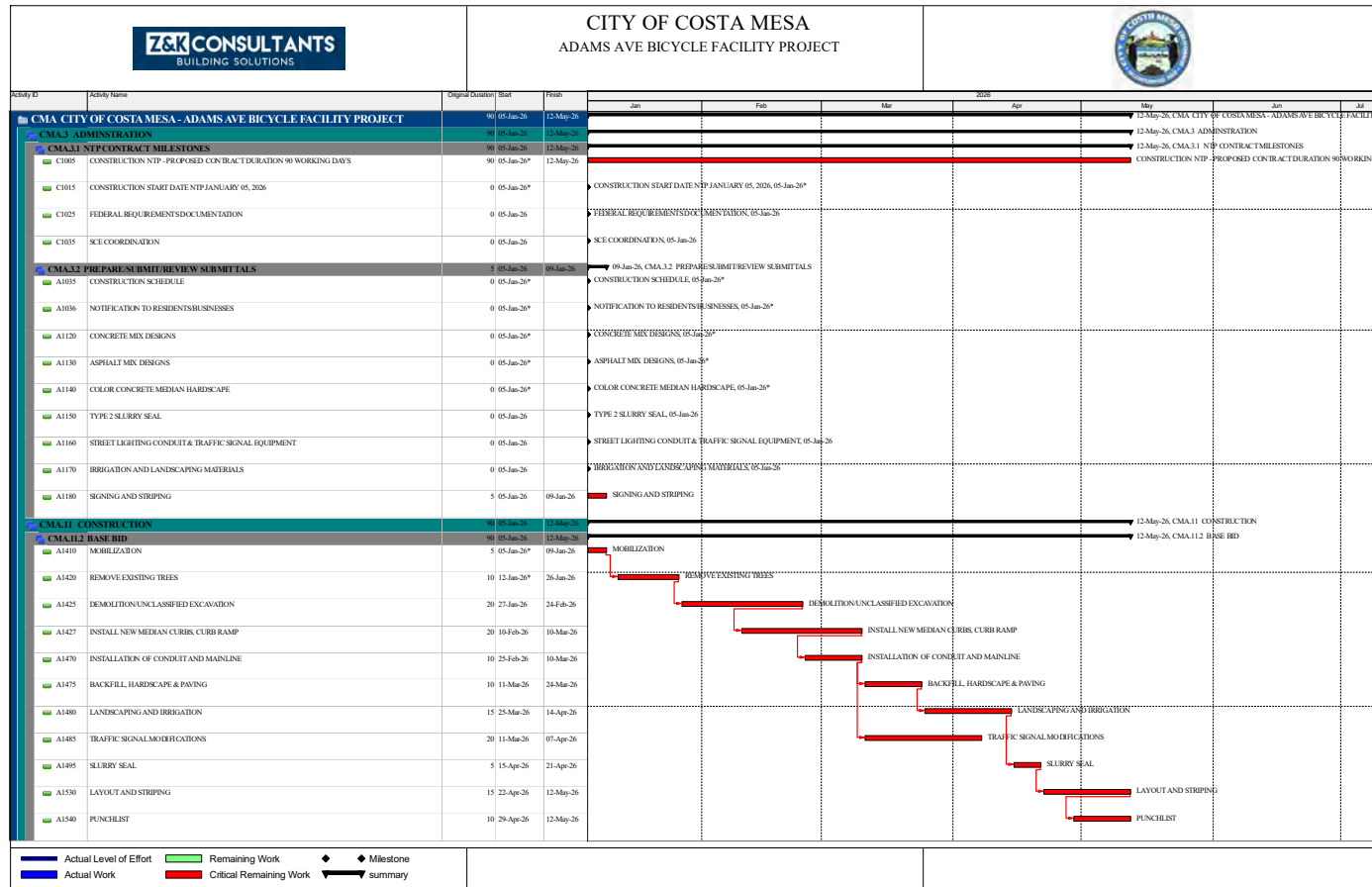
Methodology for Success | Our methodology is built on proactive problem-solving, clear communication, and detailed documentation. The Resident Engineer will serve as the City’s direct representative, supported by inspectors and QA/QC staff who will provide real-time oversight and accurate reporting. We will use proven management systems, field-tested checklists, and federal-compliance protocols to ensure the City receives timely, accurate, and transparent project information.



PROJECT SCHEDULE

Z&K Consultants has developed a preliminary schedule that aligns with the City of Costa Mesa's project requirements and anticipated timeline. The schedule reflects a logical sequence of activities beginning with pre-construction coordination, followed by the 90-working day construction period, and concluding with post-construction close-out services.

The pre-construction phase will focus on plan and submittal reviews, utility coordination, public notifications, and the pre-construction meeting to ensure all stakeholders are aligned before field work begins. The construction phase will be structured to accommodate active roadway operations, minimize impacts to Orange Coast College, and maintain access for residents and businesses. Close-out will include punch list completion, verification of as-builts, and preparation of final federal and City reporting.



This schedule will serve as the foundation for tracking progress, identifying potential risks to timely delivery, and ensuring that recovery measures can be implemented if necessary. It will be regularly updated to reflect actual progress, weather impacts, utility adjustments, and any approved changes to the work. By approaching scheduling as a proactive management tool, Z&K will help the City achieve its objective of delivering the Adams Avenue Bicycle Facility Project on time and within budget.

QUALIFICATIONS, ORGANIZATION, & KEY STAFF EXPERIENCE

Z&K Consultants, Inc. offers a proven team of professionals with the qualifications, technical expertise, and local experience necessary to successfully manage and inspect the Adams Avenue Bicycle Facility Project. Over the past five years, Z&K has delivered numerous roadway, multimodal, and federally funded infrastructure projects across Southern California, consistently meeting strict compliance requirements under Caltrans' Local Assistance Procedures Manual (LAPM). Our organization is structured to provide strong leadership, responsive communication, and specialized expertise in inspection, labor compliance, materials testing, SWPPP, and traffic signal/electrical systems. With a Resident Engineer, Senior Construction Inspector, and dedicated support staff committed to this project, the City of Costa Mesa will benefit from a team that ensures high-quality work, accountability, and timely delivery.

ORGANIZATIONAL CHART

Z&K Consultants, Inc. has developed a project-specific organizational chart that establishes a clear chain of command and ensures all aspects of the Adams Avenue Bicycle Facility Project are fully supported. Our structure highlights the key personnel, including the Resident Engineer, Senior Construction Inspector, and Project Manager/Office Engineer, who will provide day-to-day leadership and continuity throughout the contract. The chart also reflects the inclusion of specialized staff in labor compliance, SWPPP/environmental oversight, traffic signal/electrical systems, and materials testing, as well as as-needed resources to address project-specific requirements. This organization provides the City of Costa Mesa with a dedicated, multi-disciplinary team capable of delivering the project efficiently, on schedule, and in full compliance with City, State, and Federal requirements.



Z&K has assembled a dedicated "A-Team" of highly qualified staff for the Adams Avenue Bicycle Facility Project. Our personnel are fully committed to this contract and will remain available throughout the project in alignment with the City's schedule and construction needs. Z&K guarantees that staff will not be replaced without prior City approval, and we will reallocate hours when possible to provide cost savings while maintaining the highest standards of quality and compliance.

Organizational Qualifications & Relevant Experience | Over the past five years, Z&K has successfully delivered more than 100 roadway, multimodal, and federally funded infrastructure projects across Southern California. These include pavement rehabilitation, slurry seal, Class IV bikeway facilities, traffic signal upgrades, ADA improvements, and active transportation projects. Our work has consistently required strict compliance with federal requirements, including Davis-Bacon prevailing wage laws, DBE utilization, Buy America provisions, and Caltrans LAPM documentation. We are fully up to date with the latest LAPM requirements, including Chapter 5 (Invoicing), Chapter 9 (Civil Rights and DBE), Chapter 16 (Administer Construction Contracts), and Chapter 17 (Project Completion). This depth of experience demonstrates our competence to perform the construction management, inspection, and federal reporting services required for the Adams Avenue Bicycle Facility Project.

Leadership and Federal Project Management | The team is led by a Resident Engineer with a PE license and extensive experience managing federally funded projects administered through Caltrans. His responsibilities have included oversight of construction administration, daily coordination with City staff, preparation of federal exhibits, and project close-out documentation. With proven experience in both roadway and active transportation improvements, he ensures that inspection and documentation meet Caltrans' stringent requirements. His time is fully committed to this project, ensuring responsive leadership and proactive management from start to finish.

Team Disciplines and Specialized Expertise | Z&K has assembled a multidisciplinary team that brings together all of the disciplines necessary to support this project. In addition to the Resident Engineer and Senior Construction Inspector, the team includes a dedicated Project Manager/Office Engineer, a Labor Compliance Officer, SWPPP and environmental specialists, traffic signal/electrical inspectors, and certified materials testing technicians provided through Converse Consultants. Additional resources such as surveyors, deputy inspectors, schedulers, and public outreach support can be deployed as needed. This broad range of expertise ensures that every aspect of the Adams Avenue Bicycle Facility Project is managed to the highest standard.

Staff Commitment and Availability | The project team has been carefully selected to align with the scope and compliance needs of the Adams Avenue Bicycle Facility Project. All proposed personnel are fully available and dedicated to this contract for its entire duration. Staff hours will be deployed in accordance with the contractor's schedule to provide consistent coverage during all active work, ensuring that the 90-working-day construction window is achieved. Z&K guarantees that personnel will not be removed or replaced without prior City approval, and we will reallocate hours where possible to achieve cost savings for the City. To further support budget control, Z&K employs earned-value tracking, weekly reconciliation of pay estimates, and QA/QC reviews of quantities and change orders to keep expenditures aligned with the approved budget.

Local Experience and Knowledge of Costa Mesa | Several members of our proposed team, including the Resident Engineer and Senior Inspector, have direct experience delivering projects for the City of Costa Mesa. This includes the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project (No. 21-03), the Jack Hammett Sports Complex Improvement Project, and the 2024–2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project (No. 24-03). This prior work has provided our staff with familiarity with City standards, procedures, and expectations. By applying lessons learned from these projects, Z&K is able to anticipate challenges, streamline communication with City staff, and provide low-risk, high-value services tailored to Costa Mesa's needs.

Quality Assurance and Documentation Control | Z&K maintains a robust internal Quality Assurance/Quality Control (QA/QC) program that ensures all inspection reports, testing results, federal forms, and project documentation are accurate, consistent, and audit-ready. The Resident Engineer, supported by the Project Manager/Office Engineer, will oversee daily reporting, while specialized staff will track DBE participation, labor compliance, and LAPM exhibits. Our process includes internal reviews of pay estimates, RFIs, and change orders to confirm accuracy prior to City approval. This rigorous system provides the City with confidence in the integrity of project records and protects federal funding eligibility.

PROJECT TEAM

Z&K Consultants, Inc. is proud to present a project team of highly qualified professionals with direct experience in construction management and inspection of federally funded roadway and multimodal transportation projects. Each team member brings specialized expertise aligned with the requirements of the Adams Avenue Bicycle Facility Project, including Caltrans LAPM compliance, labor compliance oversight, quality assurance, and field inspection. Together, this team provides the City of Costa Mesa with the leadership, technical knowledge, and proven track record needed to ensure the project is delivered on schedule, within budget, and to the highest standards of quality.



Zack Faqih, PE, QSD/P, ICC, CBO, Resident Engineer | Zack will serve as the Resident Engineer for this Project, providing overall leadership, contract administration, and daily coordination. A licensed Professional Engineer with extensive experience managing federally funded projects administered through Caltrans, Zack has a deep understanding of the Local Assistance Procedures Manual (LAPM), Davis-Bacon wage requirements, and DBE compliance. He has successfully managed multiple projects for the City of Costa Mesa, including the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project No. 21-03 and the Jack Hammett Sports Complex Improvement Project. In both roles, Zack provided hands-on leadership, ensuring contract compliance, oversight of field operations, and accurate documentation. His proactive management style and proven record on similar roadway and active transportation projects make him ideally suited to serve as Resident Engineer for this contract.



Tom Verpooten, QSP, ICC Cert., Senior Construction Inspector | Tom will provide daily field inspection and documentation of construction activities. He has extensive inspection experience on roadway and slurry seal projects and recently served as the inspector on the City of Costa Mesa's 2024–2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project #24-03. His familiarity with Costa Mesa standards and expectations provides valuable continuity for this project. Tom's expertise includes slurry seal, pavement rehabilitation, striping, ADA curb ramps, traffic control, and materials compliance. He will ensure contractor work meets specifications, maintain detailed daily reports, and serve as a responsive point of contact in the field.



Adrian Galinari, Project Manager / Office Engineer | Adrian will support project documentation, scheduling, and coordination as the PM/OE. He brings experience in construction administration, progress tracking, and compliance documentation for municipal infrastructure projects. Adrian will manage submittal logs, prepare meeting minutes, assist with contractor schedule reviews, and ensure all records are properly maintained in accordance with City and Caltrans requirements. By supporting the Resident Engineer and inspection staff, Adrian helps maintain accurate reporting, timely communication, and smooth project workflow.



Amber Garcia, Labor Compliance Officer | Amber will oversee labor compliance and federal reporting for the project. She has hands-on experience with certified payroll review, employee interviews, and Davis-Bacon prevailing wage requirements. Amber will ensure contractors and subcontractors comply with wage determinations, apprenticeship requirements, and EEO postings. She will also manage the preparation and submission of labor compliance documentation required by Caltrans LAPM, including certified payroll checks and Exhibit forms.



Converse Consultants, Material Testing Subconsultant | Founded in 1946, Converse Consultants is an employee-owned corporation with 9 offices and more than 150 staff nationwide. Their team includes geotechnical engineers, geologists, environmental scientists, deputy inspectors, and certified laboratory and field technicians. Converse provides comprehensive materials testing and inspection services to support construction quality, compliance, and safety.



PROFESSIONAL REGISTRATION

- » Professional Engineer, P.E.
State of California, C57958
- » SWPPP (QSD) & (QSP)
Certificate # 22055

EDUCATION

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

CERTIFICATIONS

- » Certified Accessibility
Inspector/Plans Examiner
- » Certified Building Official
- » Certified Plans Examiner
- » Certified Mechanical
Inspector
- » Certified Plumbing Inspector
- » Certified Electrical Inspector
- » OSHA 30 Hour
- » 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

Zack is a licensed Professional Engineer with extensive experience managing federally funded roadway, multimodal, and active transportation projects administered through Caltrans. He specializes in construction management, inspection oversight, and federal compliance, including Davis-Bacon prevailing wages, DBE utilization, Buy America provisions, and LAPM documentation. Zack has successfully served as Resident Engineer on multiple projects for the City of Costa Mesa, including the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project No. 21-03 and the Jack Hammett Sports Complex Improvement Project, where he provided leadership in contract administration, field oversight, and project documentation. His proactive management style, deep technical knowledge, and hands-on experience with Caltrans procedures ensure strong oversight, timely reporting, and seamless coordination with City staff, contractors, and stakeholders. ***Zack was the Senior Construction Manager/Resident Engineer on the following projects:***

EXPERIENCE

City of Cathedral City, HSIP 9A Safety Improvements, Federal Project No.: HSIPL-5006(920) | This federally funded Highway Safety Improvement Program project focused on roadway and intersection safety enhancements. Improvements included traffic signal modifications, new signing and striping, ADA-compliant curb ramps, and upgraded pedestrian crossings to improve accessibility and visibility. The project also required Caltrans LAPM compliance, DBE participation, Buy America provisions, and Davis-Bacon prevailing wages.

City of Alhambra, Pedestrian Countdown Signal Head Installation Project, Federal Project No.: HSIPL-5130(022) | This federally funded project upgraded intersections citywide with the removal of existing pedestrian signal heads and installation of new LED pedestrian countdown modules. Work included traffic control and staging, electrical and signal upgrades, pavement restoration, and striping. The project was delivered in compliance with Caltrans LAPM requirements, Davis-Bacon wage standards, Buy America provisions, and DBE participation goals.

City of El Segundo, El Segundo Boulevard Improvement Project (PW 23-02) | This corridor improvement project provided multimodal upgrades along El Segundo Boulevard. The scope included pavement rehabilitation, traffic signal modifications, ADA-compliant curb ramps, and pedestrian crossing enhancements. The project also introduced new signing and striping, including Class II striped bike lanes, to improve cyclist safety and mobility.

City of Corona, Citywide Street Pavement Rehabilitation Project (No. ST-2021-01) | This large-scale citywide program addressed roadway preservation and multimodal safety by implementing pavement rehabilitation, micromilling, slurry seal, and resurfacing across multiple corridors. The project integrated new Class II striped bike lanes with thermoplastic striping, green conflict-zone markings at intersections and driveways, and refreshed pavement markings and raised markers for improved cyclist visibility. Additional enhancements included ADA-compliant curb ramps, upgraded pedestrian crossings, and installation of solar-powered HAWK pedestrian hybrid beacons to increase safety for both pedestrians and bicyclists in high-traffic locations.

City of Palm Springs, HSIP Cycle 9 Traffic Signal Improvements (Federal Project No. HSIPL-5282(049)) | A federally funded Highway Safety Improvement Program project that upgraded nine key signalized intersections throughout the City of Palm Springs. Improvements included complete traffic signal modifications, installation of video detection cameras, advanced dilemma zone detection systems, protected left-turn phases, and new pedestrian countdown heads to improve visibility and pedestrian safety. The project also added new signing and striping as well as ADA-compliant curb ramp replacements, all in accordance with Caltrans LAPM requirements and federal compliance standards. These upgrades collectively improved multimodal safety, reduced collision risks, and modernized intersection operations across the city.

City of Pomona, Street Rehabilitation, Districts 1 and 6 (Federal Project No. STPL-5070(040)) | This federally funded rehabilitation project covered multiple corridors in two city districts, focusing on extending pavement life and improving accessibility. The scope included pavement resurfacing, new sidewalks, driveway approaches, curb and gutter replacement, and construction of ADA-compliant curb ramps to bring facilities into compliance with current standards. Traffic control improvements were also implemented to maintain safe travel during construction and after completion. The project required compliance with Caltrans LAPM procedures, DBE participation goals, Davis-Bacon prevailing wages, and Buy America provisions, ensuring that all federal requirements were met while providing long-lasting roadway and pedestrian enhancements.

City of Costa Mesa, Citywide Parkway Maintenance, Street Rehabilitation & Slurry Seal Project (No. 21-03) | This citywide pavement management program delivered roadway rehabilitation and slurry seal improvements across multiple residential and arterial streets. The project scope included slurry seal application, pavement rehabilitation, roadway striping, traffic control, and construction of ADA-compliant curb ramps. These improvements enhanced overall safety, accessibility, and roadway condition while extending the useful life of Costa Mesa's pavement network. The program provided consistent upgrades across the community's transportation system, balancing mobility needs for motorists, pedestrians, and cyclists.

City of Costa Mesa, Jack Hammett Sports Complex Improvement Project (No. 21-035) | A comprehensive sports facility improvement project designed to enhance accessibility, safety, and usability for the community. The project included ADA upgrades, pedestrian circulation improvements, parking lot resurfacing, new striping, and upgraded lighting systems to improve visibility and safety for evening events. Additional features included landscaping and irrigation system improvements to ensure long-term sustainability and reduced maintenance needs. These improvements modernized the facility, supported ADA compliance, and provided an upgraded recreational resource for residents and visitors.

Additional Projects:

- ✓ City of Alhambra, FY 19-20, 20-21, & 21-22 Street Rehabilitation
- ✓ City of Compton, Annual Residential Street Rehab (Phase 1 & 2A)
- ✓ City of Downey, Woodruff Avenue Pavement Rehab. Project, Phase 1
- ✓ City of Irwindale, 2021-2022 Resurfacing Project
- ✓ City of Moreno Valley, Citywide Pavement Rehab Arterials and Collectors, Phase 2
- ✓ City of San Marino, 2021 & 2022 Street Rehabilitation Program
- ✓ City of Torrance, 2024 Residential and Arterial Pavement Improvement, I-139/I-159

Senior Construction Inspector



LICENSES & REGISTRATION

- » ICC Soils Special Inspector
- » ICC Commercial Building Inspector
- » Caltrans Various Certifications
- » QSP
- » 30 Cal/OSHA
- » Confined Space Training
- » Fall Protection
- » Traffic Control Safety

Tom is a Qualified SWPPP Practitioner (QSP) and ICC-certified Senior Construction Inspector with extensive experience in roadway rehabilitation, slurry seal, and active transportation projects. He specializes in daily inspection, documentation, pay quantity verification, and enforcement of contract compliance, with expertise in pavement rehabilitation, ADA curb ramps, striping, and traffic control.

For the City of Costa Mesa, Tom recently served as lead inspector on the 2024–2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project #24-03, providing continuity and familiarity with City standards. His proven ability to manage federally funded inspection activities ensures quality, safety, and compliance for the Adams Avenue Bicycle Facility Project. ***Tom was the Senior Construction Inspector on the following projects:***

EXPERIENCE

City of Costa Mesa, 2024–25 Citywide Parkway Maintenance, Street Rehabilitation & Slurry Seal Project (Project No. 24-03) |

A comprehensive citywide pavement maintenance and rehabilitation program that improved roadway conditions across residential neighborhoods and major arterial corridors. The scope included slurry seal resurfacing, roadway rehabilitation, crack sealing, installation of ADA-compliant curb ramps, and new

thermoplastic striping to enhance visibility and safety. Traffic control measures were implemented throughout construction to maintain access and minimize disruption. The project extended the service life of Costa Mesa's pavement network while also improving accessibility and safety for motorists, pedestrians, and cyclists.

City of Pomona, Street Rehabilitation, Districts 1 and 6 (Federal Project No. STPL-5070(040)) |

This federally funded rehabilitation project covered multiple corridors in two city districts, focusing on extending pavement life and improving accessibility. The scope included pavement resurfacing, new sidewalks, driveway approaches, curb and gutter replacement, and construction of ADA-compliant curb ramps to bring facilities into compliance with current standards. Traffic control improvements were also implemented to maintain safe travel during construction and after completion. The project required compliance with Caltrans LAPM procedures, DBE participation goals, Davis-Bacon prevailing wages, and Buy America provisions, ensuring that all federal requirements were met while providing long-lasting roadway and pedestrian enhancements.

City of Corona, Citywide Street Pavement Rehabilitation Project (No. ST-2021-01) |

This large-scale citywide program addressed roadway preservation and multimodal safety by implementing pavement rehabilitation, micromilling, slurry seal, and resurfacing across multiple corridors. The project integrated new Class II striped bike lanes with thermoplastic striping, green conflict-zone markings at intersections and driveways, and refreshed pavement markings and raised markers for improved cyclist visibility. Additional enhancements included ADA-compliant curb ramps, upgraded pedestrian crossings, and installation of solar-powered HAWK pedestrian hybrid beacons to increase safety for both pedestrians and bicyclists in high-traffic locations.

City of Carson, Citywide Pavement Rehabilitation and Slurry Seal Program | This large-scale citywide pavement program covered arterial, collector, and residential streets across all four districts of the city. The work included cold milling and overlay with asphalt rubberized hot mix (ARHM), replacement of damaged asphalt base, and placement of leveling course to restore pavement structure. Improvements also included installation of traffic loop detectors, full traffic control per CA MUTCD standards, and new striping and pavement markings with adjustments for bike lane placement. Additional scope items involved adjusting manholes, utility boxes, and survey monuments to grade, as well as clearing, grubbing, and localized drainage improvements.

City of Downey, Woodruff Avenue Pavement Rehabilitation Project | This corridor improvement project rehabilitated Woodruff Avenue between Firestone Boulevard and Washburn Road. The scope involved full-depth pavement reconstruction, repair of failed pavement areas, cold milling of existing asphalt, and placement of new asphalt concrete (AC) base course with an ARHM overlay. The project also replaced uplifted or damaged curbs, gutters, sidewalks, and driveways to restore ADA compliance and pedestrian safety. Additional features included installation of steel conduits and single-mode fiber optic cables for communication infrastructure, adjustments to manholes and valve covers, updated pavement striping and markings, and implementation of a comprehensive traffic control plan.

City of Laguna Beach, Zones 5 & 11A Street Slurry Seal and Rehabilitation Project | This project involved roadway surface improvements along El Toro Road (Zone 5) and within the Diamond-Crestview neighborhoods (Zone 11A). Work included mobilization, clearing and grubbing, saw-cutting, and removal of failed asphalt concrete pavement. Sections were ground and overlaid with new asphalt concrete, followed by the application of both Type I and Type II slurry seals. Additional improvements included replacement of asphalt berms and curbs, installation of Caltrans traffic loops, crack sealing, utility adjustments, stormwater pollution prevention measures, and updated pavement striping and markings. These upgrades improved durability, safety, and aesthetics for both neighborhood streets and a key arterial corridor.

City of Torrance, Green Alleys Project | This project focused on sustainable alleyway reconstruction to improve drainage, reduce urban runoff, and enhance neighborhood livability. The scope included demolition of existing alley pavement, installation of permeable concrete pavers, new concrete curb and gutter, and ADA-compliant access points. Stormwater improvements featured infiltration systems and subsurface drainage designed to meet regional water quality requirements. Additional work included utility adjustments, signage, and striping. The project supports the City's sustainability goals by incorporating green infrastructure practices that improve stormwater management while extending pavement life and providing safer, more accessible alleys.

City of Cathedral City, HSIP 9A Safety Improvements, Federal Project No.: HSIPL-5006(920) | This federally funded Highway Safety Improvement Program project focused on roadway and intersection safety enhancements. Improvements included traffic signal modifications, new signing and striping, ADA-compliant curb ramps, and upgraded pedestrian crossings to improve accessibility and visibility. The project also required Caltrans LAPM compliance, DBE participation, Buy America provisions, and Davis-Bacon prevailing wages.

City of Palm Springs, HSIP Cycle 9 Traffic Signal Improvements (Federal Project No. HSIPL-5282(049)) | A federally funded Highway Safety Improvement Program project that upgraded nine key signalized intersections throughout the City of Palm Springs. Improvements included complete traffic signal modifications, installation of video detection cameras, advanced dilemma zone detection systems, protected left-turn phases, and new pedestrian countdown heads to improve visibility and pedestrian safety. The project also added new signing and striping as well as ADA-compliant curb ramp replacements, all in accordance with Caltrans LAPM requirements and federal compliance standards. These upgrades collectively improved multimodal safety, reduced collision risks, and modernized intersection operations across the city.

Project Manager/Office Engineer



EDUCATION

» Bachelor of Science, Civil Engineering, California Polytechnic State University, Pomona

LICENSES & REGISTRATION

» Caltrans Certifications
» 30 Cal/OSHA
» Confined Space Training
» Fall Protection
» Traffic Control Safety

Adrian is an experienced Project Manager and Office Engineer with a background in construction administration, project documentation, and compliance for municipal infrastructure projects. He specializes in managing submittals, RFIs, and change order logs, preparing meeting minutes, reviewing contractor schedules, and maintaining accurate project records in alignment with City and Caltrans requirements. Adrian supports the Resident Engineer and inspection staff by coordinating communication between the City, contractors, and stakeholders, ensuring timely responses and smooth project workflow. His organizational skills and knowledge of federal reporting requirements help keep documentation audit-ready and project milestones on track. Adrian's ability to manage details while supporting field operations makes him a critical link in delivering the Adams Avenue Bicycle Facility Project efficiently, on schedule, and in compliance with federal funding requirements. ***Adrian was the Project Manager/Office Engineer on the following projects:***

EXPERIENCE

City of El Segundo, El Segundo Boulevard Improvement Project (PW 23-02) | This corridor improvement project provided multimodal upgrades along El Segundo Boulevard. The scope included pavement rehabilitation, traffic signal modifications, ADA-compliant curb ramps, and pedestrian crossing enhancements. The project also introduced new signing and striping, including Class II striped bike lanes, to improve cyclist safety and mobility.

City of Cathedral City, HSIP 9A Safety Improvements, Federal Project No.: HSIPL-5006(920) | This federally funded Highway Safety Improvement Program project focused on roadway and intersection safety enhancements. Improvements included traffic signal modifications, new signing and striping, ADA-compliant curb ramps, and upgraded pedestrian crossings to improve accessibility and visibility. The project also required Caltrans LAPM compliance, DBE participation, Buy America provisions, and Davis-Bacon prevailing wages.

City of Alhambra, Pedestrian Countdown Signal Head Installation Project, Federal Project No.: HSIPL-5130(022) | This federally funded project upgraded intersections citywide with the removal of existing pedestrian signal heads and installation of new LED pedestrian countdown modules. Work included traffic control and staging, electrical and signal upgrades, pavement restoration, and striping. The project was delivered in compliance with Caltrans LAPM requirements, Davis-Bacon wage standards, Buy America provisions, and DBE participation goals.

City of Corona, Citywide Street Pavement Rehabilitation Project (No. ST-2021-01) | This large-scale citywide program addressed roadway preservation and multimodal safety by implementing pavement rehabilitation, micromilling, slurry seal, and resurfacing across multiple corridors. The project integrated new Class II striped bike lanes with thermoplastic striping, green conflict-zone markings at intersections and driveways, and refreshed pavement markings and raised markers for improved cyclist visibility. Additional enhancements included ADA-compliant curb ramps, upgraded pedestrian crossings, and installation of solar-powered HAWK pedestrian hybrid beacons to increase safety for both pedestrians and bicyclists in high-traffic locations.

Labor Compliance Officer



EDUCATION

» Bachelor of Business Administration – Long Beach State University

LICENSES & REGISTRATION

» 30-Hr. Cal OSHA
» Defensive Driving Training

Amber is an experienced Labor Compliance Officer specializing in prevailing wage enforcement, certified payroll review, and federal labor compliance for public works projects. She has extensive knowledge of **Davis-Bacon Act requirements, California Labor Code, DBE participation tracking, and Caltrans LAPM Chapter 9 compliance**. Her responsibilities typically include reviewing and verifying certified payroll records, conducting worker interviews, monitoring apprenticeship utilization, and ensuring proper posting of wage determinations on active construction sites.

Amber has supported numerous roadway, pavement rehabilitation, and federally funded infrastructure projects throughout Southern California. She ensures that contractors and subcontractors remain in full compliance with labor regulations and prepares all required documentation for Caltrans and agency audits. Her attention to detail, thorough documentation, and proactive communication with contractors and City staff help protect funding eligibility while ensuring fair labor practices. ***Amber was the Labor Compliance Officer on the following projects:***

EXPERIENCE

City of Cathedral City, HSIP 9A Safety Improvements, Federal Project No.: HSIPL-5006(920) | This federally funded Highway Safety Improvement Program project focused on roadway and intersection safety enhancements. Improvements included traffic signal modifications, new signing and striping, ADA-compliant curb ramps, and upgraded pedestrian crossings to improve accessibility and visibility. The project also required Caltrans LAPM compliance, DBE participation, Buy America provisions, and Davis-Bacon prevailing wages.

City of Alhambra, Pedestrian Countdown Signal Head Installation Project, Federal Project No.: HSIPL-5130(022) | This federally funded project upgraded intersections citywide with the removal of existing pedestrian signal heads and installation of new LED pedestrian countdown modules. Work included traffic control and staging, electrical and signal upgrades, pavement restoration, and striping. The project was delivered in compliance with Caltrans LAPM requirements, Davis-Bacon wage standards, Buy America provisions, and DBE participation goals.

City of Palm Springs, HSIP Cycle 9 Traffic Signal Improvements (Federal Project No. HSIPL-5282(049)) | A federally funded Highway Safety Improvement Program project that upgraded nine key signalized intersections throughout the City of Palm Springs. Improvements included complete traffic signal modifications, installation of video detection cameras, advanced dilemma zone detection systems, protected left-turn phases, and new pedestrian countdown heads to improve visibility and pedestrian safety. The project also added new signing and striping as well as ADA-compliant curb ramp replacements, all in accordance with Caltrans LAPM requirements and federal compliance standards.

City of Pomona, Street Rehabilitation, Districts 1 and 6 (Federal Project No. STPL-5070(040)) | This federally funded rehabilitation project covered multiple corridors in two city districts, focusing on extending pavement life and improving accessibility. The project required compliance with Caltrans LAPM procedures, DBE participation goals, Davis-Bacon prevailing wages, and Buy America provisions, ensuring that all federal requirements were met while providing long-lasting roadway and pedestrian enhancements.

SCOPE OF SERVICES TO BE PROVIDED

Z&K will provide Construction Management, Inspection, and Materials Testing services to ensure the successful delivery of the Adams Avenue Bicycle Facility Project. Our team will verify compliance with City, State, and Federal requirements, including Davis-Bacon wages, DBE participation, Buy America provisions, and Caltrans LAPM. The following scope outlines our approach to project delivery.

A. Initial-Construction Phase | Z&K will begin with a thorough review of the PS&E package to identify potential constructability issues. Our Resident Engineer will initiate the project control system, review stormwater and traffic control plans, and assist the City with public outreach. We will review the contractor's baseline schedule, submittals, and utility notifications. A pre-construction meeting will be held to establish communication protocols, labor provisions, and EEO requirements.

B. Construction Phase | During active construction, Z&K will provide full-time inspection and contract administration. Inspectors will document daily activities, enforce compliance with plans, specifications, and labor provisions, and verify bid quantities for progress payments. We will process RFIs, submittals, change orders, and claims; review CPM schedules and progress updates; and ensure the contractor submits all federal forms required under the LAPM (Exhibits 9-J, 9-P, 16-Z1, 17-F, 17-O, FHWA-1391, etc.). Federal compliance, including DBE participation and CUF evaluations, certified payroll checks, employee interviews, and prompt payment monitoring will be strictly enforced. Z&K will also manage utility coordination, review erosion control measures and BMPs, and oversee quality assurance testing through Converse Consultants.

C. Community Coordination | We will serve as the City's representative to OCC and the businesses, ensuring construction activities do not disrupt special events or property access. Z&K will review and confirm public notices, maintain records of business coordination, and ensure access is preserved at all times. Our staff will document all outreach efforts and respond to inquiries promptly to minimize community impacts.

D. Traffic Control and Safety | Our team will review contractor-prepared traffic control plans and verify implementation in accordance with the CA MUTCD, project specifications, and Caltrans standards. We will monitor lane closures and detours daily. Inspectors will be trained and equipped with appropriate PPE, OSHA-approved vests, white hard hats, radios, and digital cameras. All safety procedures will comply with City, State, and Federal requirements, while recognizing the contractor's responsibility for construction means and methods.

E. Post-Construction Phase | As construction concludes, Z&K will prepare and consolidate punch lists, verify corrective work, and oversee final acceptance. We will manage the preparation of record drawings and as-builts, finalize claims and change orders, and submit the Report of Expenditures Checklist along with all final Caltrans and federal reimbursement forms. DBE reporting will be completed with Exhibits 17-F and 17-O, and compliance will be cross-checked against the original DBE commitments. All project files and records will be transmitted to the City for archiving. Z&K staff will also be available to support audits and claims resolution as needed.

F. Miscellaneous Equipment, Vehicles, and Tools | Z&K inspectors will be equipped with dedicated vehicles meeting OSHA and City requirements, including amber warning lights, fire extinguishers, spare tires, and lockable toolboxes. All vehicles will be kept in safe and presentable condition. Staff will also be equipped with City-approved nuclear gauges, testing equipment, radios, and personal protective equipment suitable for the project environment. Digital cameras will be used to document all field activities, with photos bound and archived with daily reports.

Deliverables will include daily inspection reports, federal reimbursement documentation, photo documentation, weekly progress meeting minutes, CPM schedule reviews, payroll and DBE compliance records, punch lists, as-built drawings, and final project close-out documents, all prepared in accordance with City and Caltrans LAPM requirements. By delivering these services, Z&K will provide the City of Costa Mesa with complete Construction Management, Inspection, and Materials Testing support throughout every stage of the Adams Avenue Bicycle Facility Project.

EXPERIENCE & RECORD OF SUCCESS ON SIMILAR FEDERAL PROJECTS

Z&K Consultants, Inc. has a long-standing relationship with the City of Costa Mesa and has successfully delivered multiple roadway, maintenance, and facility improvement projects within the community. Our team has provided both construction management and inspection services on a range of projects involving slurry seal, pavement rehabilitation, ADA improvements, striping, traffic control, and sports facility upgrades. These projects highlight our direct knowledge of Costa Mesa's standards, procedures, and expectations, as well as our ability to coordinate effectively with City staff, contractors, and community stakeholders. The following representative projects demonstrate our proven track record of delivering high-quality services for the City of Costa Mesa.

RELEVANT EXPERIENCE WITH THE CITY OF COSTA MESA

City of Costa Mesa, 2024–25 Citywide Parkway Maintenance, Street Rehabilitation & Slurry Seal Project, Project No. 24-03 | Z&K provided construction inspection services for the City of Costa Mesa's 2024–25 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project. The project scope included slurry seal, roadway rehabilitation, ADA-compliant curb ramps, striping, and traffic control across multiple corridors. Z&K's Senior Construction Inspector, Tom Verpooten, provided daily field inspection, monitored contractor activities, verified pay quantities, and ensured compliance with City standards. Through proactive communication and accurate reporting, Z&K supported the City in delivering high-quality improvements that met community needs.

City of Costa Mesa, Citywide Parkway Maintenance, Street Rehabilitation & Slurry Seal Project, Project No. 21-03 | Z&K provided construction management and inspection services for the City of Costa Mesa's Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project. The project scope included slurry seal, pavement rehabilitation, ADA-compliant curb ramps, roadway striping, and traffic control improvements across multiple corridors. Serving as Construction Manager, Zack Faqih, PE, oversaw contract administration, schedule monitoring, and field coordination, while Z&K inspection staff provided daily oversight of construction activities, verified quantities for payment, and enforced compliance with project specifications. Responsibilities also included processing RFIs and submittals, reviewing change orders, and coordinating with City staff to maintain clear communication throughout the project. Through this combined management and inspection role, Z&K supported the City in delivering durable pavement and safety enhancements that improved roadway conditions and mobility across the community.

City of Costa Mesa, Jack Hammett Sports Complex Improvement Project, Project No. 21-035 | Z&K provided construction management and inspection services for the City of Costa Mesa's Jack Hammett Sports Complex Improvement Project. The scope included site improvements to enhance accessibility, safety, and functionality of the sports complex, such as ADA upgrades, parking lot and pedestrian improvements, lighting, landscaping, and irrigation enhancements. As Construction Manager, Zack Faqih, PE, oversaw contract administration, scheduling, and coordination with City staff, while Z&K's inspection team provided daily oversight of construction activities to ensure compliance with specifications, quality standards, and labor requirements. Responsibilities also included reviewing RFIs and submittals, processing change orders, verifying quantities for payment, and maintaining proactive communication with stakeholders. Through this combined management and inspection role, Z&K supported the City in delivering high-quality facility improvements that serve the community's recreational and event needs.

Through these recent City of Costa Mesa projects, Z&K has demonstrated its ability to provide the City with consistent, high-quality construction management and inspection services tailored to its needs. Our hands-on experience within the City gives us unique insight into local conditions, stakeholder coordination, and agency requirements — lessons that we will carry forward into the Adams Avenue Bicycle Facility Project. With a proven record of delivering complex improvements in Costa Mesa, Z&K is well-positioned to support the City on this federally funded project, building on our local experience while applying our expertise with Caltrans and LAPM compliance.

RELEVANT EXPERIENCE WITH FEDERALLY FUNDED PROJECTS

Z&K has extensive experience providing construction management and inspection services on federally funded roadway, multimodal, and active transportation projects administered through Caltrans. Our team is fully versed in Davis-Bacon prevailing wage requirements, DBE participation tracking, Buy America provisions, and all applicable Caltrans LAPM procedures, including invoicing, contract administration, civil rights compliance, and project close-out. Over the past five years, we have successfully managed and inspected multiple federally funded street rehabilitation, slurry seal, and bikeway improvement projects throughout Southern California. These projects, completed on time and within budget, demonstrate Z&K's proven ability to deliver federally funded improvements.

City of Pomona, Street Rehabilitation, Districts 1 and 6, Federal Project No.: STPL-5070(040) |

Z&K provided construction management and inspection services for the City's federally funded Street Rehabilitation Project covering multiple major arterials in Districts 1 and 6. The project scope included pavement rehabilitation, ADA-compliant curb ramps, sidewalks, driveways, curb and gutter, utility coordination, and traffic control improvements. Z&K's Resident Engineer managed contract administration, schedule tracking, and Caltrans LAPM documentation, while inspection staff provided daily oversight of contractor activities, verified pay quantities, and enforced compliance with Davis-Bacon prevailing wages, Buy America provisions, and DBE participation requirements. This project highlights Z&K's ability to deliver federally funded roadway and ADA improvements with the same level of oversight, compliance, and coordination required for the Adams Avenue Bicycle Facility Project.

Similar Features:

- ✓ Pavement rehabilitation and slurry seal across multiple corridors
- ✓ Construction of ADA-compliant curb ramps, sidewalks, and driveways
- ✓ Daily inspection, pay quantity verification, and contract compliance
- ✓ Comprehensive traffic control planning on active city streets
- ✓ Public coordination and minimizing impacts to residents and businesses
- ✓ Construction management oversight, including RFIs, submittals, and change orders
- ✓ Utility coordination and stakeholder communication
- ✓ Application of QA/QC practices and materials testing oversight

City of Cathedral City, HSIP 9A Safety Improvements, Federal Project No.: HSIPL-5006(920) |

Z&K provided construction management and inspection services for Cathedral City's HSIP 9A Project, funded through the Federal Highway Safety Improvement Program (HSIP). The project scope included roadway safety enhancements on major arterials such as traffic signal modifications, new signing and striping, ADA-compliant curb ramps, and pedestrian crossing upgrades. Z&K's Resident Engineer managed contract administration, Caltrans LAPM documentation, and federal compliance reporting, while inspection staff provided daily oversight of construction, verified pay quantities, and enforced compliance with Davis-Bacon prevailing wages, Buy America provisions, and DBE participation requirements. This project demonstrates Z&K's ability to manage federally funded roadway and safety improvements that align closely with the compliance and multimodal needs of the City's Project.

Similar Features:

- ✓ Federally funded project requiring Caltrans LAPM documentation and reporting
- ✓ Traffic signal modifications and intersection safety improvements
- ✓ Signing and striping enhancements to improve roadway safety
- ✓ Construction of ADA-compliant curb ramps and pedestrian crossings
- ✓ Daily field inspection, pay quantity verification, and documentation
- ✓ Contract administration, RFIs, submittals, and change order processing
- ✓ Enforcement of DBE participation, Davis-Bacon wages, and Buy America compliance
- ✓ Stakeholder and utility coordination to minimize community impacts
- ✓ QA/QC oversight and coordination of materials testing

City Alhambra, Pedestrian Countdown Signal Head Installation Project, Federal Project No.: HSIPL-5130(022) | Z&K provided construction management and inspection services for the City of Alhambra's federally funded Pedestrian Countdown Signal Head Installation Project. The project scope included removal of existing pedestrian signal heads and installation of new LED pedestrian countdown modules at major intersections throughout the City. Responsibilities included oversight of traffic control and staging, inspection of electrical and signal work, verification of quantities, and review of contractor submittals. Z&K's team also ensured compliance with Caltrans LAPM documentation, Davis-Bacon prevailing wages, Buy America provisions, and DBE participation requirements. This project demonstrates Z&K's ability to manage federally funded traffic signal and pedestrian safety improvements that directly align with the Adams Avenue Bicycle Facility Project's multimodal and safety objectives.

Similar Features:

- ✓ Federally funded project requiring Caltrans LAPM documentation and reporting
- ✓ Traffic signal and pedestrian safety improvements
- ✓ Removal and replacement of electrical and signal equipment
- ✓ Daily field inspection and pay quantity verification
- ✓ Contractor submittal and RFI review
- ✓ Davis-Bacon prevailing wage and Buy America compliance
- ✓ DBE participation monitoring and reporting
- ✓ Traffic control planning and staging at active intersections
- ✓ Coordination with City staff and stakeholders to minimize community impacts

City of Palm Springs, HSIP Cycle 9 Traffic Signal Improvements Federal Project No.: HSIPL-5282(049) | Z&K provided construction management and inspection services for the City of Palm Springs' federally funded HSIP Cycle 9 Traffic Signal Improvements Project. The project scope included upgrades to nine signalized intersections on major arterials across the city, featuring traffic signal modifications, installation of video detection cameras, advanced dilemma zone detection, protected left-turn phases, pedestrian countdown heads, new signing and striping, and ADA-compliant curb ramp replacements. Z&K's Resident Engineer oversaw contract administration, schedule tracking, and Caltrans LAPM documentation, while inspection staff monitored daily construction activities, verified pay quantities, and ensured compliance with Davis-Bacon prevailing wages, Buy America provisions, and DBE participation requirements. This project demonstrates Z&K's ability to deliver federally funded traffic signal and safety improvements that align closely with the multimodal and safety objectives of the Adams Avenue Bicycle Facility Project.

Similar Features to Costa Mesa Projects

- ✓ Federally funded project requiring Caltrans LAPM documentation and reporting
- ✓ Traffic signal modifications and intersection safety upgrades
- ✓ Installation of pedestrian countdown signal heads and ADA curb ramps
- ✓ Signing, striping, and roadway safety enhancements
- ✓ Daily field inspection, pay quantity verification, and documentation
- ✓ Contract administration, RFIs, submittals, and change order processing
- ✓ Enforcement of DBE participation, Davis-Bacon wages, and Buy America compliance
- ✓ Coordination with utilities, stakeholders, and City staff to minimize impacts
- ✓ QA/QC oversight and materials testing

Z&K has a consistent record of successfully managing federally funded roadway, traffic signal, and multimodal safety improvements that required strict compliance with Caltrans LAPM procedures, Davis-Bacon prevailing wages, Buy America provisions, and DBE participation requirements. Our experience demonstrates the ability to balance federal compliance with proactive construction management and inspection services, ensuring that projects are delivered safely, efficiently, and to the highest quality standards. This proven track record positions Z&K to provide the City of Costa Mesa with a reliable partner for the Adams Avenue Bicycle Facility Project.

RELEVANT EXPERIENCE WITH BICYCLE FACILITY PROJECTS

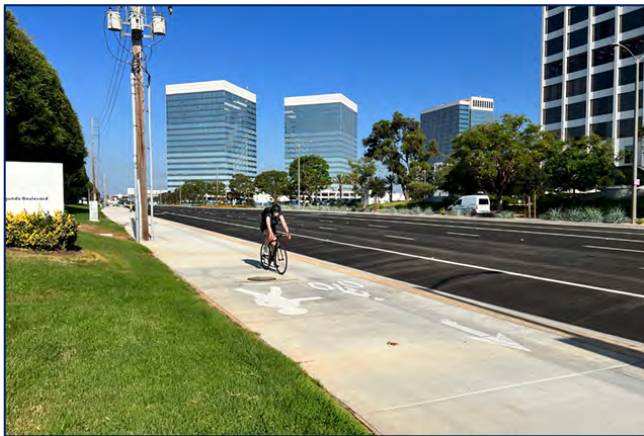
City of Corona, Citywide Street Pavement Rehabilitation Project No. ST-2021-01 |

Z&K provided construction management and inspection services for this project which was completed on time and within budget. The work involved extensive pavement rehabilitation on major arterials, micromilling, slurry seal, and resurfacing across multiple corridors. As part of the multimodal improvements, the project installed new Class II striped bike lanes using thermoplastic striping, refreshed pavement markings, and raised markers to enhance visibility for cyclists. Additional safety upgrades included construction of ADA-compliant curb ramps and pedestrian crossings, as well as installation of multiple solar-powered HAWK pedestrian hybrid beacons to improve safety at key intersections. Z&K's Resident Engineer oversaw contract administration, schedule monitoring, and QA/QC documentation, while inspection staff verified pay quantities, enforced compliance with City standards, and coordinated with contractors to maintain safe mobility for bicyclists, pedestrians, and vehicles during construction.



Similar Features:

- ✓ Pavement rehabilitation and slurry seal
- ✓ Installation of Class II striped bike lanes
- ✓ Thermoplastic roadway and bike lane striping with raised markers
- ✓ ADA-compliant curb ramp construction
- ✓ Installation of pedestrian safety features, including HAWK beacons
- ✓ Daily inspection and compliance oversight
- ✓ Traffic control on active arterial roadways
- ✓ Coordination with utilities and public stakeholders



City of El Segundo, El Segundo Boulevard Improvement Project (PW 23-02) |

Z&K provided construction management and inspection services for the City of El Segundo's El Segundo Boulevard Improvement Project. The project scope included pavement rehabilitation on this major arterial, traffic signal modifications, ADA curb ramps, pedestrian crossing upgrades, and installation of new signing and striping, including Class II striped bike lanes. Z&K's Resident Engineer oversaw contract administration, utility coordination, and schedule monitoring, while inspection staff verified quantities, enforced compliance with City standards, and ensured safe

implementation of bike lanes and roadway striping. This project reflects Z&K's ability to manage complex corridor improvements that integrate bicycle facilities with roadway, pedestrian, and traffic signal upgrades. This project was completed on time and within budget.

Similar Features:

- ✓ Pavement rehabilitation and corridor resurfacing
- ✓ Installation of Class II striped bike lanes with thermoplastic striping
- ✓ Traffic signal modifications and video detection upgrades
- ✓ ADA-compliant curb ramp and pedestrian improvements
- ✓ Signing, striping, and multimodal roadway safety enhancements
- ✓ Daily inspection, pay quantity verification, and compliance oversight
- ✓ Traffic control on active arterial streets
- ✓ Coordination with City staff, utilities, and community stakeholders

City of Chino, Citywide Slurry Seal Program |

Z&K provided construction management and inspection services for the City of Chino's Project, which improved roadway conditions and extended pavement life across multiple corridors. The project, completed on time and within budget, included slurry seal resurfacing, crack sealing, and pavement preparation, along with new Class II bike lanes and green conflict-zone striping at intersections and driveways to improve visibility and cyclist safety. Z&K's inspection team provided daily



field oversight, verified pay quantities, and ensured compliance with City standards, while coordinating traffic control to maintain safe access for bicyclists, pedestrians, and motorists during construction. The addition of enhanced bike lanes reflects the City's commitment to expanding its multimodal network and highlights Z&K's experience delivering pavement projects that integrate bicycle facilities.

Similar Features:

- ✓ Slurry seal resurfacing and crack sealing on arterial and collector streets
- ✓ Installation of Class II bike lanes with thermoplastic striping
- ✓ Green painted conflict zones at intersections for cyclist visibility
- ✓ ADA-compliant curb ramp coordination with striping
- ✓ Daily inspection, pay quantity verification, and contract compliance
- ✓ Traffic control management on active streets
- ✓ Coordination with City staff, contractors, and community stakeholders

REFERENCES

Z&K Consultants has developed a strong working relationship with the City of Costa Mesa through our successful delivery of roadway, maintenance, and facility improvement projects. Our team has provided construction management and inspection services for pavement rehabilitation, slurry seal, ADA improvements, traffic control, and sports facility upgrades, always emphasizing proactive communication, accurate documentation, and responsiveness to City staff. We are pleased to provide additional project details, sample deliverables, or facilitate direct communication with City staff from recent projects to further demonstrate our performance. This history of reliable service underscores Z&K's commitment to transparency, accountability, and our continued readiness to support the City of Costa Mesa on the Adams Avenue Bicycle Facility Project.

City of Corona, Citywide Street Pavement Rehab Project



Contact Name: Aftab Hussain, Assistant Utilities Director
Address: 400 S Vicentia Ave, Corona, CA 92882
Phone & Email: (909) 202-5981, aftab.hussain@coronaca.gov

City of Chino, Citywide Slurry Seal Program



Contact Name: Michele Hindersinn, Principal Engineer
Address: 13220 Central Ave, Chino, CA 91710
Phone & Email: (909) 334-3213, mhindersinn@cityofchino.org

City of El Segundo, El Segundo Boulevard Improvement Project



Contact Name: Cheryl Ebert, PE, City Engineer
Address: 350 Main Street, El Segundo, CA 90245
Phone & Email: (310) 524-2321, cebert@elsegundo.org

Additional references available upon request.

FINANCIAL CAPACITY

Z&K Consultants, Inc. has the financial stability and resources necessary to successfully perform construction management and inspection services for the Adams Avenue Bicycle Facility Project. Our firm maintains a solid financial position supported by steady growth, diverse municipal contracts, and responsible fiscal management since our founding. Z&K has consistently demonstrated the ability to manage multiple projects concurrently while maintaining adequate working capital, insurance coverage, and bonding capacity to meet client requirements.

We understand the City may request financial data to evaluate our capabilities, and Z&K will provide all necessary documentation, including audited financial statements, banking references, bonding information, and insurance certificates, upon request. This transparency reflects our commitment to accountability and ensures the City's confidence in our ability to perform as a reliable, long-term partner.

FEE SCHEDULE

In accordance with the requirements of the RFP, Z&K Consultants, Inc. will submit the Fee Schedule as a separate document. The schedule will include hourly rates for all proposed personnel by task, along with a total not-to-exceed amount for the project. All costs for meetings, reproduction, materials, and associated project expenses will be itemized and incorporated into the total not-to-exceed amount to provide the City with a complete and transparent cost proposal.

DISCLOSURE

Z&K Consultants, Inc. has no past or current business or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

Should any potential conflict of interest arise in the future, Z&K is committed to promptly disclosing it to the City to ensure full transparency and compliance with all ethical and contractual requirements.

PROFESSIONAL SERVICES AGREEMENT

Z&K Consultants, Inc. has reviewed the City of Costa Mesa's sample Professional Services Agreement included as Appendix E of the RFP. We have no exceptions or conditions to the Agreement and will execute the contract as provided by the City.

CHECKLIST OF FORMS TO ACCOMPANY PROPOSAL

Z&K Consultants, Inc. has completed and included the required forms, located in Appendix F of the RFP, as part of this proposal. These forms include:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution



APPENDIX A FORMS



VENDOR APPLICATION FORM

FOR CM & Inspection Services for Adams
RFP No. 25-11 for Avenue Bicycle Facility Project

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Z&K Consultants, Inc.

Contact Person for Agreement: Crystal Fraire

Corporate Mailing Address: 17130 Van Buren Blvd. #122

City, State and Zip Code: Riverside, CA 92504

E-Mail Address: cfraire@zandkconsultants.com

Phone: (951) 310-7470 Fax: N/A

Contact Person for Proposals: Brittany Duhn

Title: Contract Manager E-Mail Address: bduhn@zandkconsultans.com

Business Telephone: (714) 788-9965 Business Fax: N/A

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

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

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Crystal Fraire	President	(951) 310-7470
Zack Faqih	Vice President	(949) 637-5040
Jasmine Pate	Secretary	(951) 317-3706

Federal Tax Identification Number: 80-0359298

City of Costa Mesa Business License Number: Will Obtain

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

City of Costa Mesa Business License Expiration Date: Not Applicable

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): California C Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 17130 Van Buren Blvd. #122, Riverside, CA 92504

Website Address: www.zandkconsultants.com

Telephone Number: (951) 310-7470

Facsimile Number: N/A

Email Address: cfraire@zandkconsultants.com

Length of time the firm has been in business: 15+ years

Length of time at current location: 9 years

Is your firm a sole proprietorship doing business under a different name: ___Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under: N/A

Federal Taxpayer ID Number: 80-0359298

Regular Business Hours: 7:30AM-5:00PM

Regular holidays and hours when business is closed: Federal Holidays

Contact person in reference to this solicitation: Crystal Fraire

Telephone Number: (951) 310-7470

Facsimile Number: N/A

Email Address: cfraire@zandkconsultants.com

Contact person for accounts payable: Crystal Fraire

Telephone Number: (951) 310-7470

Facsimile Number: N/A

Email Address: cfraire@zandkconsultants.com

Name of Project Manager: Brittany Duhn

Telephone Number: (714) 788-9965

Facsimile Number: N/A

Email Address: bduhn@zandkconsultants.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Corona

Telephone Number: (909) 202-5981
Contact Name: Aftab Hussain, Assistant Utilities Director
Contract Amount: \$500,000
Email: aftab.hussain@coronaca.gov
Address: 400 S Vicentia Ave, Corona, CA 92882
Brief Contract Description: Construction Management & Inspection Services for City of Corona, Citywide Street Pavement Rehab Project

Company Name: City of Chino

Telephone Number: (909) 334-3213
Contact Name: Michele Hindersinn, Principal Engineer
Contract Amount: \$400,000
Email: mhindersinn@cityofchino.org
Address: 13220 Central Ave, Chino, CA 91710
Brief Contract Description: Construction Management & Inspection Services for City of Chino, Citywide Slurry Seal Program

Company Name: City of El Segundo

Telephone Number: (310) 524-2321
Contact Name: Cheryl Ebert, City Engineer
Contract Amount: \$500,000
Email: cebert@elsegundo.org
Address: 350 Main Street, El Segundo, CA 90245
Brief Contract Description: Construction Management & Inspection Services for City of El Segundo, El Segundo Boulevard Improvement Project

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No.** 25-11 **FOR** CMCI at any time after **November 09, 2020**.



Date: 9/23/25

Signature

Crystal Fraire

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 09, 2020** with a City Councilmember concerning informal **RFP No.** **FOR** . A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None.

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

N/A



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
		N/A		

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Crystal Trainor

Bidder/Applicant/Proposer

9/23/2025

Date

EXHIBIT C
FEE SCHEDULE

FEE SCHEDULE

September 23, 2025

City of Costa Mesa
Public Works Department
77 Fair Drive, Costa Mesa, CA 92626

Subject: Fee Proposal for Construction Management and Inspection Services – Adams Avenue Bicycle Facility Project (City Project No. 25-11, Federal Project No. STPL-5312(108))

Dear Selection Committee,

Z&K Consultants, Inc. (Z&K) is pleased to submit our cost proposal to provide Construction Management and Inspection Services for the Adams Avenue Bicycle Facility Project. Our proposed not-to-exceed fee is \$241,374.00, which includes all labor, materials, transportation, insurance, and administrative costs. The City will negotiate the final fee with the selected consultant, and this proposal reflects compliance with all prevailing wage and labor requirements of the State of California. All rates are fully burdened, including overhead, profit, and insurance, and our personnel will meet all applicable labor standards for the full duration of the project.

Z&K Consultants, Inc Hourly Rates:

Resident Engineer	\$166.00
Senior Construction Inspector	\$155.00
Project Manager/Office Engineer.....	\$142.00
Labor Compliance Officer	\$135.00
Material Testing & Geotechnical Services	Attached

COST PROPOSAL TERMS & CONDITIONS

Staff Substitution & Support | Qualified alternate staff may be assigned as needed and billed per the approved rate schedule.

Subconsultant Costs | Subcontracted services billed at cost plus 10% for coordination and oversight.

Exclusions | Excludes surveying and SWPPP services unless added by amendment.

Late Payment Interest | 10% annual interest may apply to undisputed invoices unpaid after 30 days, unless disputed in writing within 7 days.

I am authorized to bind Z&K Consultants, Inc. to this proposal and will serve as the point of contact for the duration of the contract. By signing below, I affirm that all submitted information is accurate and that this proposal shall remain valid for no fewer than 120 days.

Sincerely,



Crystal Fraire, PE, President/Principal-in-Charge
17130 Van Buren Blvd. #122, Riverside, CA 92504
Phone. 951.310.7470 | cfraire@zandkconsultants.com

Invoices | Submitted monthly within three months of services. Includes cover sheet and detailed timesheets. Additional backup billed at \$148/hour; invoicing meetings billed at contract labor rates. Net 30 days.

Overtime & Double Time | Overtime (1.5x) applies beyond 8 hrs/day or 40 hrs/week; double time (2.0x) on Sundays/holidays. OT/DT applies when required by contractor schedule or conditions. Inspectors will provide coverage whenever the contractor is working.

NOT-TO-EXCEED FEE SCHEDULE

Below is the not-to-exceed fee schedule for the Adams Avenue Bicycle Facility Project (City Project No. 25-11, Federal Project No. STPL-5312(108)). Material testing services will be provided by a certified subconsultant (Converse Consultants) on an as-needed basis. The proposed fee is based on a construction duration of 90 working days (approximately 18 weeks). This cost proposal includes all Construction Management, Inspection, Labor Compliance, and administrative support services required to successfully manage and deliver the project in compliance with City, State, and Federal requirements.

Construction Management and Inspection Support Services for Adams Avenue Bicycle Facility Project (Federal Project No. STPL-5312(108), City Project No. 25-11)						
Task/ Classification	Resident Engineer (Hrs)	Senior Construction Inspector (Hrs)	Project Manager / Office Engineer (Hrs)	Labor Compliance Officer (Hrs)	Material Testing (Converse Consultants)	Total Cost
Hourly Rate	\$166.00	\$155.00	\$142.00	\$135.00	-	
Preconstruction Phase	24	24	24	4	-	\$11,652.00
Construction Phase (90 WD)	270	720	270	90	-	\$206,910.00
Material Testing Services	-	-	-	-	\$11,160.00	\$11,160.00
Project Closeout	24	24	24	4	-	\$11,652.00
Total Hours	318	768	318	98	-	
Total Cost	\$52,788.00	\$119,040.00	\$45,156.00	\$13,230.00	\$11,160.00	\$241,374.00

The above hours are an estimate of total hours for each team member per task. The total subtask hours will change as the City and the project dictate. Our team will redistribute hours as necessary throughout the project. 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.

CONVERSE CONSULTANTS

Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project. This fee schedule is valid through December 31, 2025.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	15.00
Engineering Classification, ASTM D2487	20.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937	20.00
Moisture Content, ASTM D2216	15.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318 Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913 Fine Sieve, from #200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity Fine, passing #4 sieve, ASTM D854	90.00
Coarse, retained on #4 sieve, ASTM C127	90.00
Sand Equivalent Test, ASTM D2419	110.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557 Method A or B	200.00
Method C, 6" mold	200.00
California Impact Method, Caltrans 216	200.00
R-value, ASTM D2844 and CTM301	250.00
California Bearing Ratio (CBR), ASTM D1883 1 Point	530.00
3 Points	750.00
Relative Density 0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	200.00
Consolidated, Drained, fine grained soil, ASTM D3080	250.00
Consolidated, Undrained, fine grained soil	200.00
Residual Strength, per cycle	60.00
Remolded Specimens	60.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments	220.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00

Single Load Swell, ASTM D4546

Ring Sample, Field Moisture	90.00
Ring Sample, Air Dried	90.00
Remolded Sample	60.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974	80.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

CONVERSE CONSULTANTS

Schedule of Fees – Materials Laboratory Testing

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2025.

AGGREGATES

Moisture Content, ASTM D2216	15.00
Particle Size Analysis	
Coarse, ASTM C136, each.....	100.00
Coarse and Fine, ASTM C136 & C137), each.....	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127	85.00
Fine Aggregate, ASTM C128	85.00
Unit Weight per Cubic Foot, ASTM C29	75.00
Soundness, Sodium or Magnesium, ASTM C88, each	200.00
Potential Alkali Reactivity, ASTM D289	300.00
Freeze Thaw Soundness.....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535.....	220.00
Sand Equivalent, ASTM D2419.....	110.00
Lightweight Particles, ASTM C123, each.....	85.00
Clay Lumps & Friable Particles, ASTM C142, each.....	120.00
Stripping Test, ASTM D1664, each	85.00
Organic Impurities, ASTM C40	75.00
Durability	By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192	By Quote
Laboratory Mix Design, Historical Data	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each.....	50.00
Lightweight Concrete	
Compression	50.00
Unit Weight.....	50.00
Specimen Preparation, Trimming or Coring, each	60.00
Bond Strength, ASTM C321	
Prepared by Converse.....	150.00
Prepared by Others	80.00
Core Compression Test, ASTM C12, each.....	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each.....	110.00
Modulus of Elasticity, Static, ASTM C469, each	150.00
Length Change, ASTM C157, 3 bars, 5 readings each,	
up to 26 days.....	320.00
Splitting Tensile, 6"x12" Cylinders, each.....	80.00
Field Concrete Control (sampling, slump, temperature,	
cast 4 cylinders, molds, cylinder pick-up, within 10 miles	
of office, stand-by extra), ASTM/UBC, hourly rate	
schedule, or each cylinder.....	95.00
Field Concrete Control (same as above plus air content test),	
ASTM/UBC, each cylinder.....	95.00
Hold Cylinder	10.00
Cylinder Mold, sent to job site but not cast by Converse or	
returned to Converse.....	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each.....	20.00
Absorption, each.....	50.00
Compression, each.....	55.00
Shrinkage, ASTM C426, each	100.00
Net Area and Volume, each.....	25.00
Masonry Blocks, per set of 9.....	450.00
Masonry Core Compression, each.....	55.00
Masonry Core Shear, each.....	55.00
Masonry Core Trimming, each.....	55.00
Compression Test, grouted prisms, 8"x8"x16", each.....	120.00
Compression Test, grouted prisms, 12"x16"x16", each.....	130.00
Compression Test	
2"x4" Mortar Cylinder, each	40.00
3"x6" Grout Prisms, each.....	40.00
2" Cubes, ASTM C109, each.....	40.00
Cast by Others.....	40.00
Mortar or Grout Mix Designs.....	By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample	70.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit.....	70.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	200.00
Marshall ASTM D1559, ASTM D2726.....	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041,	
Rice Method, each	95.00
Void Analysis of Cores or Marshall Specimens,	
Calculations Only, ASTM D3203, set of 2 or 3.....	60.00
Laboratory Mixing of Asphalt & Concrete, per sample.....	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B,	
or California 310, including ash correction, each	210.00
Extraction of Rubberized Asphalt & Gradation, each.....	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated.....	95.00
Coated.....	105.00
Immersion-Compression	400.00
Particle Coating, ASTM D2489	60.00
Stripping, ASTM D1664	70.00
Moisture or Volatile Distillates in Paving Mixtures, or	
Materials Containing Petroleum Products or	
By-Products.....	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens.....	By Quote
Retained Stability, Mil, Std, 520A, Method 104,	
6 specimens	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point	350.00
Asphalt Temperature.....	15.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each	60.00
Bend Test #9 Bar or Smaller, each	60.00
Tensile Test #10 Bar or Greater, each	280.00
Tensile Test #14 Bar, each	310.00
Rebar Coupler Tensile Test	100.00
Tensile Test, Welded #9 Bar or Smaller, each	100.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller,	
each	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater,	
each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each	65.00
Over 100,000 lbs., each	75.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each	70.00
Tensile Test, Anchor Bolts, tested with displacement	
transducers, each.....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each	50.00
Washer Hardness, each.....	40.00
A325 or A490, Bolt Hardness Only, each.....	40.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each	90.00
Over 100,000 lbs. & Hardness, each.....	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs.	300.00
Over 100,000 lbs.	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CONVERSE CONSULTANTS
Prevailing Wage Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2025.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	\$150
DSA Masonry Inspector	150
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	155
Coring Technician	150
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	150
Sample Pick-Up	60

Professional Services (consultation for field and office, if requested)

Staff Professional	\$140
Senior Staff Professional.....	145
Project Professional	155
Project Manager.....	160
Senior Professional	180
Principal Professional.....	210
Principal Consultant	225

Laboratory Testing

Laboratory Technician.....	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor	\$85

Office Support

Clerical/Word Processing.....	\$80
Drafting.....	85
CAD Operator/Drafting Manager.....	90

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

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:

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;

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.