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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 1, 2022, ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Z & K Consultants, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party."

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide Project Management On-Call services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") attached as **Exhibit A,** to provide qualified project managers on an on-call basis for project management services for various CIP projects in the City when the workload need arises. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

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

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

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

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2023, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than $49,926.00 (the "Maximum Compensation") for such Services.

B. Expenses. City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of $0.00.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expense authorized by the City Council or (where

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authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to Katherine Doherty City Engineer, kdoherty@manhattanbeach.gov, 3621 Bell Ave, Manhattan Beach, CA 90266, Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withholdfederal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

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

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of 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 officers, agents or employees are in any manner employees of City. The Parties acknowledge that the City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to the City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 ("PERS"), as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other

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information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from theCity Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating toany project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such courtorder or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

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

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall

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incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

B. Other Indemnities. Other than in the performance of design professional services, to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relateto the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence or breach of the provisions of this Agreement, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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1) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may 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 subparagraph A.2).

2) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

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

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

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

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

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

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State ofCalifornia with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self- insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City,

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or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policiesrequired under this Agreement shall be endorsed to state that should the issuing insurercancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days ofnotice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

K. Broader Coverage/Higher Limits. If Consultant maintains broadercoverage and/or higher limits than the minimums required above, City requires and shallbe entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

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

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

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall providefree access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom asnecessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall

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constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO CITY:

City of Manhattan Beach
Attn: Katherine Doherty
Public Works Department
3621 Bell Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

Z & K Consultants, Inc.
Attn: Crystal Faqih
473 East Carnegie Avenue
San Bernardino, California 92408

COPY TO CITY ATTORNEY:

City of Manhattan Beach
Attn: City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry,age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of

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its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transferof all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents forthe accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibilityor liability by City for any defect or error in the work prepared by Consultant, itsemployees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount ofthe cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate

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sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A, B and **C** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warrantyexcept those expressly set forth in this Agreement. This Agreement may not beamended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words"shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is notexclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred

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in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[*SIGNATURE PAGE FOLLOWS*]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

By: DocuSigned by: Bruce Moe D1A13C56864A441... 6/20/2022
Name: Bruce Moe
Title: City Manager

ATTEST:

By: DocuSigned by: Liza Tamura 418D03531A324A7... 6/20/2022
Name: Liza Tamura
Title: City Clerk

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Consultant:

Z & K Consultants, Inc., a
California Corporation

By: DocuSigned by: Crystal Faqih 68BC2AA4DE8C424... 5/31/2022
Name: Crystal Faqih
Title: President

By: DocuSigned by: Zack Faqih 0ABB869EB4FE4BB... 5/31/2022
Name: Zack Faqih
Title: Vice President

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

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EXHIBIT A
SCOPE OF SERVICES

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Our proposed personnel are local to the community and have been residents for over 10 years. We are excited to serve the City of Manhattan Beach.

City of Manhattan Beach







PROJECT MANAGEMENT (ON-CALL) SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS RFP NO. E1264-21S

Z&K CONSULTANTS
BUILDING SOLUTIONS

SEPTEMBER 15, 2021

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September 15, 2021

Prem Kumar, Project Manager
City of Manhattan Beach, Public Works Facility
3621 Bell Avenue, Manhattan Beach, CA 90266

Subject: Request for Proposal (RFP No. E1264-21S) Project Management (On-Call) Services for Various Capital Improvement Plan (CIP) Projects

Dear Mr. Kumar,

Z&K Consultants Inc. (Z&K) proudly presents our proposal to the City of Manhattan Beach Request for Proposal (RFP No. E1264-21S) Project Management (On-Call) Services for Various Capital Improvement Plan (CIP) Projects.

Our proposed Project Managers have successfully served the following Cities/Agencies with exceptional client service:

- City of Chino
- City of San Bernardino
- City of Beaumont
- City of Lake Forest
- City of Compton
- City of Costa Mesa
- City of San Marino
- City of Alhambra
- City of Vernon
- City of La Quinta
- City of Oceanside
- City of Torrance
- City of Rialto
- City of Baldwin Park
- City of Fontana
- City of El Monte

Z&K is a certified Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE) in Southern California. Z&K specializes in the provision of Project Management, Construction Administration, Construction Inspection, Pre-Construction Inspection, Construction Management, Augmentation, and other Professional Engineering Consulting Services. The Z&K Team has held numerous project management contracts for local agencies.

Z&K is proposing the same experienced team members that successfully managed street, water, sewer, storm drain, and facility (building/park) improvement projects. This Team works efficiently and with great comradery with City staff to achieve the community's goals. Z&K works proactively and diligently with City staff to successfully deliver projects under budget while mitigating numerous unforeseen delays. We understand the vital importance of community outreach in keeping councilmembers and the community informed with accurate project schedules and detailed outreach efforts. Z&K is proud to provide site walks with City staff and elected officials at any time throughout the project to discuss project progress and schedule.

We understand that the City has a robust Five Year Capital improvement Plan Budget that is close to $150,000,000. Our proposed team members are recognized as experts in Civil Engineering Services and will provide "turn-key" Project Management Services for the City of Manhattan Beach. The Z&K team knows the importance of providing qualified and experienced personnel, capable of working independently, that arrive on-site properly equipped and have the necessary safety and technical training to start work with no learning curve.

Z&K has carefully selected this "A-Team" and has committed our most qualified staff for the duration of the contract to deliver successful the City's Projects. Our team members' unmatched experience in Project Management of similar projects makes the Z&K team uniquely qualified to

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provide the requested services. Z&K is proud of our reputation for having seasoned personnel and of the industry's recognition of our ability to deliver projects ahead-of-schedule, under budget, without claims, and with outstanding customer service.

The Z&K team will act seamlessly as an extension of City staff and is prepared to provide the requested services. We have a track record of performing excellent services on similar contracts through saving significant time and cost from identification of the various critical elements controlling the project schedule to providing alternate practical solutions.

We maintain an extensive history of working with various local agencies. Throughout the completion of many projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers, designers, and contractors. We have successfully delivered projects in a timely and cost-effective manner and have acquired a keen understanding of local agency requirements.

Our proposed key personnel are familiar with the City of Manhattan Beach's projects and know the community well. The Z&K Team has carefully examined the projects' requirements to identify key personnel best suited to deliver excellent project management services.

Z&K commits to providing our best project management services for timely project completion. We will dedicate the necessary resources to complete each assignment on time and within budget. Our key personnel will be assigned to the project for the entire duration and will not be removed or replaced without concurrence from the City. We maintain close attention to our clients by tracking our contract budgets and schedules.

I will serve as the contact person for the full duration of the contract, and I am authorized to bind the firm to the terms of the proposal and execute legal documents on behalf of the firm. Z&K Consultants, Inc. does not have any exceptions and commits to accept the terms and conditions to the language in the RFP documents. The proposal and cost proposal will remain valid for a period of at least 120 days. We are excited about this opportunity to serve the City of Manhattan Beach and are committed to the successful and early completion of the City's Projects.

Sincerely,



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

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PART 1: INFORMATION THAT WILL BE PART OF THE CONTRACTUAL DOCUMENT

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A. UNDERSTANDING SCOPE OF SERVICES | PROJECT MANAGEMENT APPROACH

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

We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.

MANAGEMENT APPROACH

Z&K Consultants, Inc. provides proven professional project management techniques to ensure the safe construction of a quality project completed on time and within budget. Z&K accomplished this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Project Manager must ensure all parties understand the basic responsibilities and interrelationships of all team member such as the Owner (both project management and operations), the Design Engineer, the Contractor, the construction management team, and the subconsultants.



Additionally, a good Project Manager must have the knowledge and experience to effectively understand the interrelationships between the key management components of time, information, cost, and quality. Decision making, including obtaining sufficient information to make reasoned decisions, is the key element leading to a successful project.

TIME MANAGEMENT

Time management uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The key to a successfully implemented and managed schedule is the development of an accurate, detailed, and realistic baseline schedule. Z&K will review the Contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties will be examined for accuracy and constructability. Schedule implementation and administration is the next step in proper time management. The Contractor's actual progress will be documented daily.

The Z&K Team will review the progress with the Contractor at the weekly meetings. The Contractor's three-week-look-ahead schedule will be compared with the work plan on the record schedule to ensure the Contractor continues to use the record schedule as a management tool. We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion.

COST MANAGEMENT

Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing. Secondly, Z&K will proactively manage the change order process. The monthly progress billing may be tied to the construction schedule.

A cost loaded critical path method (CPM) schedule is a valuable management tool. Each month, the Construction Inspector will review and approve the updated cost loaded CPM. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed. If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work monthly.

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Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.

FUNDING MANAGEMENT

Z&K will ensure that the City has all necessary information to comply with any funding requirements. Our team is experienced in complying with funding reporting and filing requirements. We pay close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. Our team is also experienced in ensuring that project documents show compliance with DBE reporting requirements, DBE goals, and/or good faith effort documented. Proper Project documentation is key in any audits.

QUALITY MANAGEMENT



Quality management is an inherent PM responsibility. Z&K is knowledgeable and capable in all aspects of quality management. Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications. This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. Z&K will review the Contractor's quality control procedures to ensure adequacy. Quality control issues will be discussed at each weekly meeting. An ongoing deficiencies/corrective items list will be maintained, reviewed, and updated weekly.

Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as the Contractor's submittals and RFIs). In Z&K's experience, lack of quality in the paperwork with items such as poor submittals and unanswered RFIs may lead to lack of quality in the constructed product. Deficiencies in submittal quality control by the Contractor often leads to incorrect or inferior equipment and materials being installed.

Z&K will be proactive with the Contractor to ensure the quality of their submittals. Likewise, lax procedures for the processing of RFIs may lead to misunderstandings and delays. Z&K will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of the RFI process is maintained. Finally, Z&K regularly performs internal audits of its field operations to ensure the proper implementation of procedures for Z&K's quality assurance program.

INFORMATION MANAGEMENT

Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be distributed to all parties on a timely basis. The source of this information will cover the full spectrum including contracts, meeting minutes, drawings and specifications, submittals, requests for information (RFIs), pay requests, invoices, inspection reports, and so forth. Z&K, as CM, will act as the hub for the management of all information flow. Z&K has extensive experience providing document management solutions for its clients.



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Z&K's approach to information management also includes building a communication framework to continually foster partnering and teamwork relationships for all the project stakeholders. Z&K builds this framework from the start of the project with an all-inclusive kick-off meeting where the lines of communication and project responsibilities will be clearly explained to all the project stakeholders.

The emphasis on project communication continues throughout the project with the weekly progress meetings. At each weekly meeting, all ongoing issues will be reviewed and discussed. All project stakeholders will be invited to the meetings. An agenda of meeting topics will be distributed in advance and include items such as safety, old business, updated progress of the work, RFIs, submittals, testing and inspection reports, non-conformance notices, environmental monitoring, change orders, three-week-look-ahead schedule, pay requests, and so forth. Unresolved issues will be carried over to the next week's meeting until a final resolution is obtained.

CODES & PROCEDURES MANAGEMENT

Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. Z&K will ensure that all codes and procedures are properly followed for the City's Project.

Some of the requirements are as follows:





- City Standards and Design Manuals
- California Building Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- California Building Energy Efficiency Standards
- Title 24, Part 2, 2.5, 3, 4, 5, 6, 11
- California Fire Code
- California Residential Code
- California Green Building Code
- California Disabled Regulations
- City Codes & Ordinances
- City Grading Code & Manual
- APWA "Greenbook" Standard Specifications for Public Works Construction
- Caltrans Standards, Specifications, and Procedures



- Caltrans Construction Manual
- Caltrans Safety Manual
- OSHA Construction Safety Orders
- 10/30-hr OSHA Training Certification
- Local Assistance Procedures Manual (LAPM)
- State and Federal Building Codes (Site Accessibility)
- County Procedures and Guidelines
- Work Area Traffic Control Handbook (WATCH) Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Project Safety Plan (PSP)
- Site Health and Safety Plan
- Activity Hazard Analysis



Z&K will implement this approach to ensure that the Project communication, coordination, meetings, work assignments, document management and control, work execution and quality assurance/control are to the City' standards. Our team will perform the work in a professional, timely, and efficient manner. Our team members' unmatched experience in Project Management makes the Z&K team uniquely qualified to provide the requested services. Z&K is proud of our reputation for having seasoned personnel and of the industry's recognition of our ability to deliver projects ahead-of-schedule, under budget, without claims, and with outstanding customer service.

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A. UNDERSTANDING SCOPE OF SERVICES | SCOPE OF SERVICES

Our Team's relevant experience allows them to provide overall administration of the construction process based on their unique ability to fully understand the construction process, work proactively to identify problems early, and to mitigate each risk before it affects the project performance goals. Z&K has thoroughly reviewed the Request for Proposal (RFP); we confirmed our team will provide all scope of work tasks as outlined in the RFP scope of services to ensure the success of the City of Manhattan Beach Capital Improvement Plan Projects. Z&K acknowledges our ability to meet potential project requirements listed under the scope of services.

The Z&K Team, at a minimum, will perform the following:

A. Project Management Services during Design Phase:

1. **Prepare and maintain a project schedule identifying the critical path for expeditious project completion. |** Z&K's Project Manager (PM) will prepare and maintain a critical path method schedule to monitor the project progress, define the critical path tasks, and provide, on a monthly basis, an update of accomplishments and projected project schedule goals for the following month. We will check the schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues.
2. **Conduct and attend design kick-off meeting with all stakeholders. |** Z&K's approach to information management includes building a communication framework to continually foster partnering and teamwork relationships for all stakeholders. Z&K builds this framework from the start of the project by conducting and attending an all-inclusive kick-off meeting where the lines of communication and project responsibilities will be clearly explained.
3. **Schedule and conduct Project Development Team (PDT) meetings and other necessary meetings; prepare agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days. |** Z&K will emphasize project communication c throughout the project by scheduling and conducting Project Development Team (PDT) meetings and progress meetings throughout the project's duration. The PM will review all progress and ongoing issues during each meeting and include them in the preparation of the meeting agenda and minutes. Meeting agendas and minutes will be distributed promptly to all project stakeholders within the 3 working day period.
4. **Schedule, facilitate, and attend public meetings as necessary. |** The emphasis on project communication continues throughout the project with regularly scheduled public meetings. All ongoing issues will be reviewed and discussed and all project stakeholders will be invited to the meetings. An agenda of meeting topics will be distributed in advance, and meeting minutes will be distributed promptly to all project stakeholders.
5. **Provide progress reports monthly or as deemed required. |** Z&K will monitor and report on the status of project and project construction budget on a monthly basis, indicating the actual costs for completed activities and work in progress, and indicating estimates for uncompleted work.
6. **Compose all correspondences to keep the project on schedule. |** At the kickoff meeting, Z&K will establish coordination and a line of communication to be used among participants throughout the project and will compose and continuously track all project correspondences to ensure that the project complies with the project schedule.

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7. **Attend and present the project to City Council as required. |** As needed, the Project Manager will attend and present the project and any updates to the City Council.
8. **Check all contract documents to ensure compliance with Greenbook and funding requirements, as required. |** Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. Z&K will ensure that all codes and procedures are properly followed for the City's Project. Z&K will ensure that the City has all necessary information to comply with any funding requirements. Our team is experienced in complying with funding reporting and filing requirements.
9. **Prepare staff reports to City Council for authorization of agreements, amendments, Closed Session action items, etc. |** Our Project Managers have extensive experience in preparing staff reports to City Council for authorization of agreements, amendments, closed session action items, etc.
10. **Prepare agreements and Purchase Orders (Munis contracts). |** Our Project Managers will prepare agreements and purchase orders as needed.
11. **Coordinate with and prepare inter-agency agreements. |** The Z&K Project Managers will coordinate with and prepare inter-agency agreements.
12. **Coordinate with funding agencies and prepare reports, updates, funding reports, and grant applications as necessary for project funding. |** Z&K will ensure that the City has all necessary information to comply with the funding requirements. Our team is experienced in complying with funding reporting and filing requirements. We pay close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. Our team is also experienced in ensuring that project documents show compliance with DBE reporting requirements, DBE goals, and/or good faith effort documented. Proper Project documentation is key in any audits.
13. **Prepare project update write-ups. |** Our Project Managers will provide project update write-ups at the frequency desired by the City with all relevant project information.
14. **Prepare annual project estimate and budget for project. |** The Z&K Team will prepare a master project budget and schedule. Z&K will routinely review the contractor's schedule update to the baseline schedule and identify potential areas of delay to the critical path. From the weekly look ahead schedule, the team will ascertain that the schedule logic, milestones, and floats are within allotted tolerances. The Z&K team will provide a critical path method schedule to monitor the project progress closely, define the critical path tasks, and provide, monthly, an update of accomplishments and projected project schedule goals for the following month.
15. **Issue all necessary Notices to Proceed (NTP). |** Our Project Managers will issue all necessary Notice to Proceeds.
16. **Review and process all invoices (City staff will approve). |** The Z&K Project Managers will review and process all invoices for City staff approval.
17. **Compose Requests for Proposals (RFP), Notices Inviting Proposals (NIP), and Scopes of Services to retain other related design services, services of specialty Consultants/Contractors needed during construction, such as Design Review, Surveying, Inspection, Geotechnical, Material Testing, etc.; coordinate and schedule these services; and review proposals as necessary. |** Our Project Managers have extensive experience in composing Requests for Proposals (RFPs), Notice Inviting Proposals (NIPs), and Scopes of Services for Projects.

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18. **Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager. |** Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be distributed to all parties on a timely basis. The source of this information will cover the full spectrum including contracts, meeting minutes, drawings and specifications, submittals, requests for information (RFIs), pay requests, invoices, inspection reports, and so forth. Z&K, as CM, will act as the hub for the management of all information flow. Z&K has extensive experience providing document management solutions for its clients.
19. **Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements. |** Our Project Managers will facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services.
20. **Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project. |** We will oversee and ensure that all measures of the specific project scope of services are completed in a timely and professional manner.
21. **Report directly to the City Engineer or City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City. |** Our Project Manager will work closely with the City and all project stakeholders for a successful project.
22. **Oversee and arrange for an independent and timely plan check review, either through in-house appropriate experienced staff or outside sub-consultant, including, but not limited to Project Report, Project Summary Memorandum, Geotechnical Report, Traffic Study, Environmental Documents, 35% Plans, 65%, 95%, 100% and Final PS&E packages, SWPPP Plan, Appraisal Reports, Legal and Plats, and all documents related to right-of-way acquisition. |** Our team will oversee and arrange for an independent and timely plan check review and ensure that the reviews are completed within the project timeline. We have an in-house team that can plan check for the City's projects.
23. **Ensure that all appropriate communication, correspondence, and reports are completed on an ongoing basis in a timely manner to the satisfaction of the City. The following is a list of some, but not necessarily all, of the documents that the Consultant shall be responsible to provide in the course of the work: |** Z&K's approach to information management includes building a communication framework to continually foster partnering and teamwork relationships for all the project stakeholders. Z&K builds this framework from the start of the project with an all-inclusive kick-off meeting where the lines of communication and project responsibilities will be clearly explained to all the project stakeholders. The emphasis on project communication continues throughout the project with the weekly progress meetings. At each weekly meeting, all ongoing issues will be reviewed and discussed. All project stakeholders will be invited to the meetings. An agenda of meeting topics will be distributed in advance and include items such as safety, old business, updated progress of the work, RFIs, submittals, testing and inspection reports, non-conformance notices, environmental monitoring, change orders, three-week-look-ahead schedule, pay requests, and so forth. Unresolved issues will be carried over to the next week's meeting until a final resolution is obtained.

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24. **Arrange and participate in a detailed independent review of the 95% PS&E package, with in-depth field review and biddability, construct ability, and claim avoidance emphasis |** Our Project Managers, Construction Managers, and Inspectors will be able to provide an in-depth field review and biddability, constructability, and claim avoidance review.
25. **Coordinate and ensure that all stakeholders and City Divisions and Departments complete plan check of all appropriate plan check redlines/comments. |** Our Project Managers will track the plan check process and ensure that all stakeholders and City personnel complete the appropriate plan check reviews.
26. **Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated. |** Our Team will coordinate and ensure that all updates from a plan check review are communicated and incorporated.

B. **Project Management Services during Advertising, Bidding, and Construction Contract Award Phases**

1. **Prepare and coordinate to have bid notices advertised and posted at various trade publications and on the City's website. |** Our Project Managers will prepare and coordinate to have the bid notices advertised and posted at various trade publications and on the City's website as required.
2. **Prepare bid packages. |** Z&K will develop criteria for bid packages that will ensure the acquisition of qualified and cost-effective bidders that will meet the City's schedule and budget for each capital improvement project.
3. **Ensure current information is posted on the City's website regarding the project and bid package for prospective bidders to download. |** Z&K's PM will be ensure that the City's website is updated with the most current information regarding upcoming capital improvement projects and that bidding packages are updated with all necessary and relevant information and are accessible for prospective bidders to download.
4. **Schedule and conduct pre-bid meetings, if held. |** When necessary for the bidding process, Z&K will schedule and conduct pre-bid meetings for upcoming projects in order to ensure that prospective bidders are well informed about upcoming projects.
5. **Conduct pre-bid site visits if needed. |** If needed, Z&K will conduct and host pre-bid site visits after releasing bid packages for upcoming capital improvement projects. Prospective bidders will be encouraged (or required) to attend pre-bid site visits, if needed.
6. **Provide responses to bidders' questions. |** Z&K will provide responses to bidders' questions and inquiries during the bidding phase and document all necessary communications throughout and will ensure that all questions and inquiries are fulfilled in a timely manner.
7. **Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during bidding process. The Consultant shall prepare or assist in the preparation of addenda. |** Z&K will provide prompt and appropriate responses to bidders' questions regarding technical provisions, design drawings, or conflicts in the design during bidding document all necessary communications throughout and will ensure that all questions and inquiries are fulfilled in a timely manner and taken into account when addenda to the bid package are drafted and issued.

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8. **Be available to answer questions regarding the Technical Provisions, the design drawings or conflicts in the specifications. |** Z&K will be available to promptly answer bidders' questions regarding technical provisions, design drawings, or conflicts in the design during bidding document all necessary communications throughout and will ensure that all questions and inquiries are fulfilled in a timely manner and documented properly.
9. **Evaluate and check all bids per established contract law. |** Z&K will ensure that all bids received are evaluated and verified in a manner compliance with established contract law.
10. **Evaluate and post bid results. |** Z&K will review the bids for completeness and responsiveness on behalf of the City. Z&K will confirm that all required documents, including acknowledgements of all addendums, were submitted; verify that the scope of work proposed was in accordance with the RFP; verify via the California Contractor's State License Board web site and/or office that the Contractor's licenses are current and active; ensure bid bond surety coverage; tabulate and check the bids for mathematical errors. Z&K will submit a completed set of bid assessment forms, including the Contractor License check, bid bond surety check and contractor reference inquiry forms. Z&K will manage any formal protests that are received. At the completion of the bid analysis, Z&K will make a recommendation for the successful bidder.
11. **Check references and licenses of bidders. |** During the bid evaluation process, Z&K will verify and contact references and licenses provided by bidders in response to the issued bid package.
12. **Review insurance, bonding, and other required documents. |** During the bid evaluation process, Z&K will review and verify that the proof of insurance, bonding, and other requirements are provided by bidders in response to the issued bid package.
13. **Select lowest, responsive, responsible, and qualified bidder. |** After verifying references, licenses, insurance, bonding, and other requirements of bidders, Z&K will make a recommendation to the City of the lowest, most responsive, responsible, and most qualified bidder for award.
14. **Draft City Council Staff Report for award of construction contract and process the contract agreement with the lowest responsible bidder. |** After making a recommendation to the City of the lowest, most responsive, responsible, and most qualified bidder, Z&K will assist in drafting the City Council Staff Report for award of construction contract for the project and process the contract agreement with the selected bidder.
15. **Attend the City Council meeting for award of the contract, available to answer questions, and defend the project.** | Z&K will attend the City Council meeting for award of the contract, and will be available to answer any questions regarding the bidding and bid selection process, and will be prepared to defend the project, if needed.
16. **Prepare, coordinate, and process Notice of Award, Agreements, and Purchase Order. |** Z&K will work alongside the City to prepare, coordinate, and process the Notice of Award, Agreements, and Purchase Order to finalize the bid selection phase.

C. Project Management Services during Construction and Project Close-out Phases

1. **Administer the contract (general contract administration and oversight of project) |** Z&K will be responsible for all contract administration duties such as coordinating weekly site meetings with the contractor and city staff and prepare and distribute meeting summaries.

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2. **Daily project field review and documentation of construction activities (daily reports and digital photo of significant issues and milestones) |** The Z&K Inspectors have the knowledge, skill, and experience to inspect all the anticipated construction operations for this contract and will be on site daily to monitor and document daily progress of the contractor and verify that all work in place is compliant with the project plans and specifications. Z&K will complete and maintain daily reports, including records of equipment on the job, idle or working time of the equipment, crews/personnel, and digital photos of significant milestones (before, during and after construction).
3. **Monitor Contractor's daily labor force for compliance with state & federal labor laws |** Z&K will perform labor compliance tasks as needed, including verifying certified payroll reports, DBE utilization, subcontractor utilization, and labor interviews, to ensure that the Contractor is in compliance with state and federal labor laws.
4. **Field verification of traffic control procedures and consistency with approved Traffic Control Plan |** Z&K staff members have experience with performing field verification of traffic control on construction sites and understand the importance it has on project safety. The proposed staff will regularly review traffic control equipment and oversee personnel as required by the project. Z&K will monitor all traffic control activities to ensure they are performed at the standards set by the Work Area Traffic Control Handbook (WATCH) Manual, and that ensure that all traffic control equipment is compliant with the Manual of Uniform Traffic Control Devices (MUTCD).
5. **Conduct progress meetings and prepare meeting minutes (gauge project health) |** Z&K will gauge project health throughout the project by conducting weekly progress construction meetings. At each weekly meeting, all ongoing issues will be reviewed and discussed. All project stakeholders will be invited to the weekly meeting. An agenda of meeting topics will be distributed in advance and weekly meeting minutes will be prepared and promptly distributed meeting minutes to project stakeholders.
6. **Coordinate with agencies and different stake holders to ensure smooth progress of construction activities |** At the kickoff meeting, Z&K will establish coordination and a line of communication to be used among all agencies and stakeholders throughout the project. Our PM will be in charge of project communication and coordination with Z&K, City staff, the design engineer, and the contractor throughout the construction phase. Z&K will document all necessary communications throughout the project and will ensure that all questions and inquiries are fulfilled in a timely manner.
7. **Monitor project schedule |** The Z&K Team will maintain a master project schedule to include all completed and scheduled construction work. Z&K will regularly update this schedule to reflect construction progress and provide updates on anticipated closure, detours, etc. The Team will also provide updates to the City on any other pertinent project information affecting the construction schedule. This update will show current conditions and revisions required by actual progress. The monthly progress billing will be tied to the construction schedule. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed
8. **Verify quantities and assuring quality control |** Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes. Z&K will

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review the Contractor's quality control and assurance procedures to ensure adequacy. Quality control issues will be discussed at each weekly meeting. An ongoing deficiencies/corrective items list will be maintained, reviewed, and updated weekly.

9. **Field observations of site safety |** Z&K Consultants take extreme pride for being a very safety conscious organization implementing a safe environment both in our offices and on our project sites. We monitor the Contractor and their subcontractors for safety compliance for meeting local, state, and federal safety requirements. We also ensure the trades and the Contractor are always safety conscious in everything they do in the Project. Z&K will review the Contractor's compliance with workplace safety and health standards and notify the City of non-compliance.
10. **Maintain complete and accurate project records |** Our proposed staff has extensive documentation and filing experience. Our Inspectors know that a complete record of the project must include a full set of all contract drawings, addenda, specifications, change orders, logs, submittals, and RFI's. Filing will include correspondence with all stake holders and permit agencies, reports (daily, weekly, monthly) showing all day-to-day operations, the contractor's workforce, and equipment. In addition to the materials on hand, materials testing reports and sampling, copies of all permits, SWPPP plan, all reports, updates, and all other contract documents related to the construction of the project will be documented.
11. **Review and recommend approval/disapproval of monthly progress pay estimates |** The Z&K staff bring a detailed understanding of the City processes for administering Contractor progress payments per the City's standards & procedures. We will work closely under the direction of the City and with the contractor to verify that the contractor's payments are processed, provide recommendations, and ensure they are executed promptly by the contract documents and City's procedures. Z&K will reconcile the work done with the pay requests. Z&K will work with the Contractor on required corrections to the pay requests and ensure that they are in the format and forms required by the City.
12. **Verify NPDES and SWPPP compliance |** Z&K team members understand the importance of compliance of environmental documentation and BMP's, particularly when it comes to managing the Storm Water Pollution Prevention Plan (SWPPP). Our team includes QSD/Ps and inspectors fully knowledgeable regarding storm water BMP implementation and maintenance requirements. We will monitor the contractor for compliance and confirm that required sampling takes place during rain events and required reports are filed into SMARTS. We will review the contractor's compliance with regulatory permits, mitigation measures, storm water regulations, and the SWPPP. Z&K will notify the Contractor immediately is control measures are not installed correctly and will oversee a prompt correction.
13. **Process submittal of RFI weekly statement of working days, change orders and progress payments. |** Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as RFIs, weekly statement of working days, change orders, progress payments, submittals, etc.). Z&K will be proactive with the Contractor to ensure the quality of their submittals. Likewise, lax procedures for the processing of RFIs may lead to misunderstandings and delays. The Z&K CM will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of the RFI process is maintained.

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14. **Coordinate punchlist and as-builts |** Z&K's PM will be responsible for coordinating the preparation of a final punchlist, which will include guarantees/warranties, subcontractor liens, retention, and final acceptance/certificates of completion, orderly transfer of key records and documents, resolution of outstanding issues, final payment preparation and processing along with final acceptance or record drawing. Z&K will also coordinate the final preparation of as-built drawings upon project completion. Z&K will monitor any changes and create redlines on as-built drawings and coordinate the as-built plans.
15. **Ensure that materials and completed work comply with plans, specifications and design criteria |** Z&K team members have the knowledge, skill, and experience to ensure that all the materials and anticipated construction operations for this contract and will be on site to monitor and document daily progress of the contractor and verify that all work in place is compliant with the project plans and specifications, and design criteria.
16. **Implement security procedures |** Z&K project managers will implement the necessary security procedures for the Project.
17. **Coordinate survey and material testing** | Z&K will be responsible for coordinating and supervising all surveying and materials testing activities ensure all required testing is performed with the required frequencies and documented properly, and that all materials and workmanship throughout the project meets the contract requirements and acceptance specifications.
18. **Process control documents, submittals, RFI, weekly statement of working days, change orders, work change directives. |** Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as RFIs, weekly statement of working days, change orders, progress payments, submittals, etc.). In Z&K's experience, lack of quality in the paperwork with items such as poor submittals and unanswered RFIs may lead to lack of quality in the constructed product. Z&K will be proactive with the Contractor to ensure the quality of their submittals. Likewise, lax procedures for the processing of RFIs may lead to misunderstandings and delays. The Z&K CM will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of the RFI process is maintained.
19. **Compliance with Caltrans encroachment permit requirements, if applicable |** Throughout the project, the inspectors will review permitting requirements (including Caltrans encroachment permit requirements), agency requirements, local regulations, and any other contract documents or plans to ensure the project's compliance.
20. **Coordinate Project closeout activities which include staff report, Notice of Completion, release of retention, warranty walk, archiving documents, etc. |** Z&K will coordinate project closeout activities provide and City with both hard and electronic copies of project documentation, including a report stating that the installation of all improvements required by the project have been completed in accordance with the plans and specifications. Z&K will calculate the amount of final payment due to the prime Contractor and prepare the proposed final estimate, review and process the release of retention, obtain evidence of certification of the release of all liens and stop notices, certification of delivery of record drawings to the City and design engineer. Z&K will prepare the final punch list when the contractor has certified and demonstrated the work is substantially complete and advise the City when the Notice of Completion (NOC) should be filed.

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Brittany Duhn, PE, QSD/P

Z&K CONSULTANTS
BUILDING SOLUTIONS

Project Manager



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

LICENSES & REGISTRATION
» Professional Engineer, P.E. State of California (#91078)
» OSHA 30 Hour Training
» QSD & QSP Certification (#27609)

Relevant Key Highlights:

- Project Management
- Program Management
- Contract Administration
- Construction Management
- Construction Inspection
- Document Control
- Project Schedule Preparation
- Staff Report Preparation
- Purchase Orders & Agreements
- Annual Project Estimates & Budgets
- RFP, NIP, Scope of Services Preparation
- Invoice Review & Processing
- PS&E Package Review
- Bidding Phase Coordination
- Street Improvement Projects
- Water & Wastewater Projects
- Sewer Projects
- Storm Drain Projects
- Facilities Improvements
- Park Improvement Projects
- Building Improvements
- Project Field Review & Documentation
- Labor Compliance
- Quality Control/Quality Assurance
- Field Observation & Safety
- NPDES/SWPPP Compliance
- Survey & Material Testing Coordination

Ms. Duhn has extensive experience in project management, program management, office engineering, construction management, and field inspections. She has thorough knowledge of project management from her work on capital improvement and public works projects, street, water, sewer, storm drain, and facilities (buildings, parks, etc.) improvement projects. She provides excellent quality control and quality assurance services on projects. Ms. Duhn provided construction and project management services that included the 50/95% and 100% design review and support. Brittany managed and oversaw the discretionary review process of CEQA guidelines and requirements, managed budgets and schedules, assisted with the development of budgets, prepared RFPs, prepared sewer rate fees, provided public assistance and information of water and wastewater affecting the community, prepared reports for committees, commissions, and City Council, and made oral presentations.

Relevant Project Experience

City of Chino – Well 11 Pipeline Project (Design Phase) | Project Manager | This project includes the installation of a new 16" raw water transmission pipeline which will convey groundwater from the City's Well 11 to the City's Eastside Water Treatment Facility to remove 1,2,3 TCP and Nitrate from the groundwater. The pipeline alignment is generally from the Well 11 site, east to San Antonio Avenue, south on San Antonio Avenue to Walnut Avenue, west on Walnut Avenue to Cypress Avenue, south on Cypress Avenue to Chino Avenue to tie into an existing 18" raw water transmission pipeline. Design includes a connection to the 18" pipe which will convey the raw water to the Eastside Water Treatment Plant for treatment.

City of Chino – State Street Water Treatment Project (Design Phase) | Project Manager| This project includes the construction of a centralized water treatment plant (WTP) at the City's Reservoir 5 and Well 14 site. The centralized WTP will treat water supplied from Well 14 (located on-site) and Well 12 (located off-site). The proposed project is anticipated to include cartridge filters, GAC, IX, and chlorination equipment for a total treatment capacity of 4,000 gpm. In addition, the project includes a 3,800 LF brine disposal pipeline connecting to the Non-recoverable

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Waste System operated by IEUA and LA County Sanitation, a connection to the City of Montclair sewer system, and a 7,000 LF raw water transmission main from Well 12 to the State Street site. Both Well Pump 12 and Well Pump 14 will be replaced as part of the treatment improvements.

City of Chino – Yorba Avenue & Eucalyptus Avenue Sewer Main Replacement Project (Design Phase) | Project Manager | This Project includes the replacement of an existing 10-inch vitrified clay sewer pipe along Yorba Avenue between Murrieta Street and Cheyenne Way. There are two industrial businesses discharging wastewater with combined volumes of approximately 400,000 GPM, when compliant. This number can reach up to 500,000 GPM when non-compliant and causes existing pipes to reach nearly 75% capacity. The City's current Sewer Master Plan shows a "bottle-neck" effect occurring downstream at Eucalyptus between Yorba Avenue and Monte Vista Avenue and must be remediated. The project includes an independent sewer flow study to assist the City in a decision to remove and replace or add additional sewer line(s) at these locations. The implementation of the new sewer requires the relocation of existing utilities and coordination with other projects in the area.

City of Chino – Sewer Master Plan/GIS Update (Planning Stage) | Project Manager | The City's current Sewer Master Plan was prepared in September 2011. Since that time, the City's sewer collection system has grown and as development continues, a comprehensive review of existing infrastructure and projected demands was needed to plan a phased approach for capital improvement project implementation. In addition, as the sewer collection system expands, the City's Sewer GIS has become outdated. The City hired a consultant to update the existing GIS for its sewer collection system in order to enhance the quality and efficiency of operations and services.

City of Chino – Central Avenue and Dupont Avenue Waterline Replacement Project (Design Phase)| Project Manager | The Central Avenue project includes the replacement of a 16" steel to an 18" PVC water main on Central Avenue from Chino Avenue to C Street. The Project will also include the replacement of an 8" steel line on D Street pipe from Central Avenue to the alley west of 6th Street. Design for Central Avenue shall include connections to Chino Avenue, D Street, Alley 16, and two additional alleys. Several line stops may have to be used for tie-ins since there is insufficient valving for proper shutdowns along Central Avenue. The Dupont Avenue project includes the replacement of a 8" DIP waterline to a 12" C-900 PVC water main on Dupont Avenue from Alton Street to Gates Street. There are multiple water service connections and fire service laterals that will also need to be replaced.

City of Chino – 16th, 17th, and 18th Street between Tronkeel Avenue and Serene Avenue & Tangerine Avenue Street Widening (Design Phase)| Project Manager | This Project includes street Grind and Overlay, PCC Drive Approaches, ADA Compliant Ramps, Curb, Gutter, and Sidewalk on 16th Street, 17th Street, & 18th Street between Tronkeel Avenue and Serene Avenue; Serene between Benson Avenue to 18th Street; and Tangerine Avenue Street Widening, Accessible ramps, and ROW Legals and Plats between Chino Avenue to north of Gregorio Court.

City of Chino – FY 20/21 Alley/Sanitation Rehab Project, Phase II (Design Phase)| Project Manager | The scope of work includes the reconstruction of alleys, streets, drive approaches, ADA compliant ramps, and curb, gutter, and sidewalk.

City of Chino | Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project (Design Phase) |This Project is based on System 22 as per the Storm Drain Master Plan, adopted in 1993. System 22 drainage area consists of approximately 212 acres, extending from Monte Vista Avenue east to Central Avenue and from Chino Storm Drain north to Francis Avenue. Runoff from the area north of Francis Avenue currently flows through this area but is planned to be intercepted by System 19. The project scope includes the installation of storm drain along Monte Vista Avenue from Chino Storm Drain (System 11) north to Independence Street and a storm drain line along Philadelphia Street Monte Vista Avenue to 660 feet east of Telephone Avenue.

City of Chino | 11th Street Pavement Reconstruction Alley Accessibility and Intersection Accessibility Project (Design Phase) | Project Manager | This Project includes the pavement

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reconstruction, alley accessibility and intersection accessibility from Chino Avenue to Riverside Drive. The City is having the 11th Street Improvement Plan designed to use a pulverize and pave method. Design includes new cross gutters and spandrels and accessibility design for all facilities shall meet the City's current Accessibility Policy including throughways crossing alleys, and transitions to existing sidewalks. Sewer and storm drain manholes and water valves will require double adjustment per City Standard Drawings and various utility structures may also require adjusting to the new grades.

City of Chino | CDBG Alley Project and Alley/Sanitation Rehab FY2021-22 Various Locations Project (Design Phase) | Project Manager | The scope of work generally includes reconstruction of alleys, streets, drive approaches, ADA compliant ramps, curb, gutter, and sidewalk.

City of Chino | Ramona Avenue & Walnut Avenue Street Rehabilitation and Traffic Signal Modifications Project (Design Phase) | Project Manager | The scope of work generally includes reconstruction of alleys, streets, drive approaches, ADA compliant ramps, curb, gutter, and sidewalk.

City of Lake Forest | Arbor Mini Parks & Neighborhood Park Renovations Project (Construction Phase) | Project Manager | This project includes removing existing hardscape, installing new landscaping and irrigation, and installing decorative iron fencing around the perimeter of the park site. Additional improvements include installation of new playground equipment and other park amenities, and the construction of a concrete walkway/exercise trail with exercise equipment. The Project also includes the installation of rubber surfacing, renovation of the existing shade structure, and the installation of new picnic tables and replacement of other existing site amenities.

City of Beaumont | Wastewater Treatment Plant & Brine Line (Design, Bidding & Construction Phase) | Project Manager | Ms. Duhn provided Project Management Services for the City of Beaumont Project ($110M), sewer lift stations, and other sewer/pipeline projects. She prepared funding applications for CWSRF and IBank. Ms. Duhn managed the Proposition 218 process to increase the City's sewer rates. This process included coordinating with the Utility Rate Consultant, City, and Beaumont Cherry Valley Water District to calculate the rates and prepare the rate study. She oversaw the City's community meetings, community outreach for the Notice of Public Hearing, and City Council presentations and agenda items. After the rates were established, Ms. Duhn provided support to the City for customers with questions and concerns. Ms. Duhn managed the process the next year to recalculate the rates based on the new water data and implement the rates to provide a smooth transition for the City and customers.

City of Costa Mesa | Jack Hammett Sports Complex Improvement Project (Bidding & Construction Phase) | Project Manager | Ms. Duhn is providing Project Management services for the City of Costa Mesa's $2.3M Jack Hammett Sports Complex Improvement Project, which involves various improvements to the a 14.5-acre park, which includes six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves hardscape improvements, ADA parking lot improvements, concrete flatwork, ADA sidewalk improvements, electrical runs to the pull boxes for multiple storage buildings, retaining walls, fencing installation, improvements to lighting, irrigation and landscaping, rough and precise grading, foundation improvements, construction and installation of two new storage buildings, electrical and mechanical work within the buildings, finish grading, flat work and all associated work with the buildings.

City of Compton | Annual Residential Rehabilitation Project (Construction Phase) | Project Manager | The scope of work consisted of asphalt overlay, clearing and grubbing, construction of cold mill and AC overlay, slurry seal application, HMA pavement, ARHM overlay, AC base course, aggregate base, full depth AC slot pavement, PCC sidewalk and pavement, PCC curb and gutters, PCC cross gutter, alley intersection, sidewalk, driveway approach, curb ramps including detectable warning surfaces, signing, striping, markings, pavement legends, speed hump, landscaping, irrigation, adjusting manhole and utility covers to grade, water valve, water meter, street lighting, installation of loop detectors and bicycle loop detectors, traffic signal modification, adjustment of streetlight and traffic signal pull boxes to grade.

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Nadeem Syed, PE, QSD/P

Z&K CONSULTANTS
BUILDING SOLUTIONS

Project Manager



EDUCATION

» BS, Civil Engineering, California State University Long Beach, 1990
» BA, Business, Punjab University, Pakistan

LICENSES & REGISTRATION

» Registered Professional Civil Engineer, CA – No. 64381
» OSHA 30 Hour
» Defensive Driver Training
» QSP/D Certified

Relevant Key Highlights:

- Project Management
- Program Management
- Contract Administration
- Construction Management
- Construction Inspection
- Document Control
- Project Schedule Preparation
- Staff Report Preparation
- Purchase Orders & Agreements
- Annual Project Estimates & Budgets
- RFP, NIP, Scope of Services Preparation
- Invoice Review & Processing
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- Street Improvement Projects
- Water & Wastewater Projects
- Sewer Projects
- Storm Drain Projects
- Facilities Improvements
- Park Improvement Projects
- Building Improvements
- Project Field Review & Documentation
- Labor Compliance
- Quality Control/Quality Assurance
- Field Observation & Safety
- NPDES/SWPPP Compliance
- Survey & Material Testing Coordination

Nadeem Syed has **29 years** of experience in project management, civil and traffic engineering, with particular expertise in Capital Improvement Program (CIP) development and management. He spent 20 plus years engineering and implementing various CIP projects for municipalities, including the cities of San Bernardino, El Monte, Rialto, Fontana, Corona, Diamond Bar, San Marcos and Baldwin Park. These capital projects have included street reconstruction, sewer and water systems, park rehabilitation and municipal buildings. Nadeem participated in developing departmental budgets, conducted training and performance evaluation to staff, established an Assessment District for construction of sewer main line and street lights, developed master plans for citywide storm drains, a master plan for citywide street lights, a master plan for citywide sidewalks, and he successfully applied for various grants such as HES, SR2S, and ATP grants. Nadeem is involved with traffic engineering, managed traffic related investigations and installation of traffic devices, accident analysis, traffic calming and citywide traffic signals synchronization. Nadeem is also involved with commercial and private development, providing plan checks for grading, drainage, sewer, street and storm drain plans. He processes tentative maps, including establishing conditions of approval for subdivisions and private developments and issued public works permits and conducted inspections for on-site grading and off-site public improvements. Mr. Syed has previously worked as: Senior Engineer, City of San Bernardino, City Engineer, City of El Monte, Senior Project Manager, Veolia Water, Deputy Public Works Director/Assistant City Engineer, City of Rialto, Principal Civil Engineer, City of Rialto, Senior Civil Engineer, City of Fontana

Relevant Project Experience

City of Baldwin – Park Corak Storm Drain Improvement Project | Project Manager
The scope of this project is for engineering design services for City's Corak Street Storm Drain project. The scope of the work included reviewing the design produced by another consultant and prepared a complete bid package (plans, specifications and cost estimate) for the City to advertise the last section of the project for construction bidding.

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City of Montebello - 10th Street Improvements | Project Manager
This project consisted of design, project management, bidding, award of contract, construction management and inspection of the 10 Street improvements from Whittier Boulevard to Cleveland Avenue.

City of Montebello - Pavement Rehabilitation, Various Streets (CDBG Zone) | Project Manager
This project consisted of design, project management, bidding, award of contract, construction management and inspection as well as federal fund administration and labor compliance of various streets pavement repairing and skin patching.

City of Bell Gardens - Alley Improvement Project, FY 2015-2016 | Project Manager
This project consisted of project management, construction management, inspection, and administration during the construction phase.

City of Baldwin Park | Senior Engineer
Provided administration of NPDES requirements, including the permit process, conducted inspections and issued notices of violation for illicit discharges. Responsible for the MS4 permit program and implementation of its compliance through outsourcing. Managed capital projects such as street overlay, slurry seal, sidewalk installation, sewer main construction etc.; involved in Land Development section, processed tentative maps, final maps and lot line adjustments.

City of Huntington Park | City Engineer
Oversee City's Capital Improvement Program, to insure all projects move in timely manner. Approve all improvements plans related to land development.

City of San Bernardino | Senior Engineer/Project Manager
Work at the capacity of project manager and managed projects such as street rehabilitation, roof replacement, HVAC upgrades, conduct need assessment for all City owned building (185 buildings), convert City LNG fuel station to CNG, Mount Vernon bridge replacement, 2nd Street bridge widening, 40th Street widening, State Street extension, etc.

City of Fontana | Senior Engineer/Project Manager
In-charge of $100,000,000 redevelopment CIP projects and engaged in at least seven to nine CIP projects per fiscal year in their entirety, including preparation of specifications, bid openings, award of contracts, and finally construction including management and inspection. Involved in relinquishment of Foothill Boulevard from Caltrans and San Bernardino County, street widening project ($15 million), Baseline Avenue widening ($19 million), CDBG and Safe Route to School (SB281) sidewalk programs, construction of new streets, slurry seal program, projects funded through various grants including OTS, SR2S, STP, and other federal funds.

City of Rialto | Deputy Public Works Director
Responsible for overseeing of the Public Works Engineering Division and the City's CIP Program. Managed a staff of 13, which included professional and paraprofessional personnel. Successfully completed a number of projects such as a new fire station building, Fergusson Park football field, street reconstruction projects, storm drains, sewer manholes and water mains. Involved in all water and wastewater capital projects, both distribution and operational, including installation of new sewer lines, manhole rehabilitation, rehabilitation of ultra violet treatment system in Waste Water Treatment Plant (WWTP), mixing system of sludge tanks (1.5 million gallons) and Dystore cover installation. **Served as the project manager of an $18 million renewable energy project**. This project included installation of new FOG system, gas treatment system, three fuel cells and pertinent equipment to convert digester gas into electrical power. Oversaw the contract of Veolia Water Company (the plant operator) and resolved any issues that arose and made sure all state and federal permits were in place. Also led the City of Rialto's Traffic Engineering Unit where he was responsible for investigations regarding installation of traffic related devices, accident analysis, traffic calming improvements (such as, roundabouts, medians, humps and raised speed tables), and citywide traffic signals synchronization.

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City of El Monte | City Engineer
Responsible for overseeing the City's Capital Improvement Program, Traffic Engineering and Land Development sections. Implementing various capital projects including, but not limited to street reconstruction, sewer replacement, park rehabilitation, federal projects, state projects, and complete street projects such as Safe Route to School street improvement projects, CDBG-funded street reconstruction projects, street overlay and slurry seal projects, traffic signal installation etc. Attended various commission and council meetings.

City of San Bernardino - Mt. Vernon Bridge Project | Project Manager
Removal and reconstruction of the 2,200 feet long Mt. Vernon Bridge over the BNSF and Metrolink Tracks between 2nd Street and 5th Street. The approximate cost is $200 million.

City of San Bernardino - Fuel Station Upgrade Project | Project Manager
Convert existing 4 diesel pumps into Fast fill CNG dispensers, installation of compressors, 1200 AMP switchgear, motors, fuel management software, canopy, monument signs, electric charging station- Design-Build project- $2 million

City of San Bernardino - State Street Improvement Project | Project Manager
1 mile extension of State Street which required design, utility relocations, CEQA/NEPA clearance, and 408 permit from ACOE

City of San Bernardino - 2nd Street Bridge Replacement Project | Project Manager
Removal and reconstruction of the 80 feet long 2nd Street Bridge over the Warm Creek- which include, design, NEPA/CEQA, 401, 404, 1602 permits, Caltrans coordination, construction.

City of San Bernardino - 40th Street Widening Project | Project Manager
Finalizing Street & Sewer design, acquired R/W from 15 properties, including two full takes- Rule 20-A undergrounding

City of San Bernardino - "H" Street Widening Project | Project Manager
Finalizing Street design, acquired R/W from 12 properties, including a restaurant

City of San Bernardino - Sierra Way Storm Drain Project | Project Manager
Design of one mile of storm drain

City of San Bernardino - Kendal Drive Slope Reinforcement Project | Project Manager
Design to slops stabilization along Kendell Dr with wire mesh and installation of soldier pile slough wall to keep debris falling on to the roadway

City of San Bernardino - Street Rehabilitation Project (SB1) | Project Manager
Rehabilitation of 15 streets which include reconstruction of AC, overlay, sidewalk, curb, gutters, and access ramps

City of San Bernardino - Splash Pad Installation for Six Parks | Project Manager
Construction of concrete splash pads with splash fountains and waste water storage for six parks

City of San Bernardino - Parking Lot Rehabilitation Project | Project Manager
Rehabilitation of citywide five parking lots

City of San Bernardino - ATP Safe Route 2 School Project | Project Manager
This project consists of street widening, sidewalks, curb and gutter, and access ramps

City of San Bernardino - City Buildings Assessment | Project Manager
Assessed 178 City building to determine existing conditions and improvements needed in Roofing, Electrical System, HVAC System, Seismic retrofitting, structural needs interior and exterior.

City of San Bernardino - Fire Station and Verdemont Community Center | Project Manager
Demolition of a Fire Station and Verdemont Community Center and installation of temporary modular building

City of San Bernardino - Seccombe Lake and Perris Hill Park Improvements | Project Manager
To upgrade existing restrooms of various City parks

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C. CONSULTANT EXPENSES

Z&K does not have any additional expenses, including: hotel meals, airfare, entertainment/personal services, printing and photocopies, incidental expenses, proposal preparation costs, and other expenses. Rates included in our cost proposal are fully billable rates. All overhead costs are included.



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Part 2: PERTINENT STATEMENTS AND MISCELLANEOUS INFORMATION

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A. STATEMENT OF QUALIFICATIONS | COMPANY BIO

Z&K Firm Information	
Firm's Complete	Z&K Consultants, Inc.
Firm Certifications	DBE, SBE, WBE
Type of Firm	California C Corporation
Telephone No.	951.310.7470
Contact	Crystal Fagih, PE, QSD/QSP
Email Address	cfagih@zandkconsultants.com

Z&K Consultants Inc. (Z&K) is a leading provider of Project Management services. We are a full-service civil engineering firm specializing in professional engineering services ranging from project management, construction management, labor compliance, construction inspection, structural engineering, plan review, staff augmentation, and other professional engineering consulting services. Our team members' unmatched experience of Project Management of CIP projects makes the Z&K team uniquely qualified to provide the requested services.

Our proposed key personnel are familiar with the City of Manhattan Beach's projects and know the community well. The Z&K Team has carefully examined the projects' requirements to identify key personnel best suited to deliver excellent project management services for the projects. Our Team is composed of experts in street, water, sewer, storm drain, and facilities (building/parks) improvement projects. Z&K is proud of our reputation for having seasoned personnel and of the industry's recognition of our ability to deliver projects ahead-of-schedule, under budget, without claims, and with outstanding customer service.



Z&K commits to providing our best project management services for timely project completion. We will dedicate the necessary resources to complete each assignment on time and within budget. Our key personnel will be assigned to the project for the entire duration and will not be removed or replaced without concurrence from the City of Manhattan Beach. We maintain close attention to our clients by tracking our contract budgets and schedules.

We maintain an extensive history of working with various local agencies. Throughout the completion of many projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers, and contractors. We have successfully delivered projects in a timely and cost-effective manner and have acquired an understanding of local agency requirements.

Z&K has extensive experience providing Project Management Services on similar projects to the City of Manhattan Beach's Project. Z&K is proud of our reputation for having seasoned construction management, project management, and inspection personnel and of the industry's recognition of our ability to deliver improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.

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Our Projects include the following technical similarities to the City of Manhattan Beach's CIP Projects:

- ✓ Street Improvement
- ✓ Water Projects
- ✓ Sewer Projects
- ✓ Storm Drain Projects
- ✓ Building Projects
- ✓ Park Projects

A. STATEMENT OF QUALIFICATIONS | PROJECT EXPERIENCE

The Z&K Team has successfully performed Project Management services for numerous similar projects. **Our team has successfully delivered many projects within the last few years that have equivalent project features. The following projects have been completed on time and within budget.**

CITY OF CHINO | PROJECT MANAGEMENT SERVICES FOR WATER/WASTEWATER PROJECTS

PROJECT MANAGER: BRITTANY DUHN

Contact: Amer Jakher, Public Works Director | Phone: (909) 334-3250| Email: ajakher@cityofchino.org

Well 11 Pipeline Project (Design Phase) | This project includes the installation of a new 16" raw water transmission pipeline which will convey groundwater from the City's Well 11 to the City's Eastside Water Treatment Facility to remove 1,2,3 TCP and Nitrate from the groundwater. The pipeline alignment is generally from the Well 11 site, east to San Antonio Avenue, south on San Antonio Avenue to Walnut Avenue, west on Walnut Avenue to Cypress Avenue, south on Cypress Avenue to Chino Avenue to tie into an existing 18" raw water transmission pipeline. Design includes a connection to the 18" pipe which will convey the raw water to the Eastside Water Treatment Plant for treatment.

City of Chino – State Street Water Treatment Project (Design Phase) | This project includes the construction of a centralized water treatment plant (WTP) at the City's Reservoir 5 and Well 14 site. The centralized WTP will treat water supplied from Well 14 (located on-site) and Well 12 (located off-site). The proposed project is anticipated to include cartridge filters, GAC, IX, and chlorination equipment for a total treatment capacity of 4,000 gpm. In addition, the project includes a 3,800 LF brine disposal pipeline connecting to the Non-recoverable Waste System operated by IEUA and LA County Sanitation, a connection to the City of Montclair sewer system, and a 7,000 LF raw water transmission main from Well 12 to the State Street site. Both Well Pump 12 and Well Pump 14 will be replaced as part of the treatment improvements.

Yorba Avenue & Eucalyptus Avenue Sewer Main Replacement Project (Design Phase) | This Project includes the replacement of an existing 10-inch vitrified clay sewer pipe along Yorba Avenue between Murrieta Street and Cheyenne Way. There are two industrial businesses discharging wastewater with combined volumes of approximately 400,000 GPM, when compliant. This number can reach up to 500,000 GPM when non-compliant and causes existing pipes to reach nearly 75% capacity. The City's current Sewer Master Plan shows a "bottle-neck" effect occurring downstream at Eucalyptus between Yorba Avenue and Monte Vista Avenue and must be remediated. The project includes an independent sewer flow study to assist the City in a decision to remove and replace or add additional sewer line(s) at these locations. The implementation of the new sewer requires the relocation of existing utilities and coordination with other projects in the area.

Sewer Master Plan/GIS Update (Planning Stage) | The City's current Sewer Master Plan was prepared in September 2011. Since that time, the City's sewer collection system has grown and as development continues, a comprehensive review of existing infrastructure and projected demands was needed to plan a phased approach for capital improvement project

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implementation. In addition, as the sewer collection system expands, the City's Sewer GIS has become outdated. The City hired a consultant to update the existing GIS for its sewer collection system in order to enhance the quality and efficiency of operations and services.

Central Avenue and Dupont Avenue Waterline Replacement Project (Design Phase) | The Central Avenue project includes the replacement of a 16" steel to an 18" PVC water main on Central Avenue from Chino Avenue to C Street. The Project will also include the replacement of an 8" steel line on D Street pipe from Central Avenue to the alley west of 6th Street. Design for Central Avenue shall include connections to Chino Avenue, D Street, Alley 16, and two additional alleys. Several line stops may have to be used for tie-ins since there is insufficient valving for proper shutdowns along Central Avenue. The Dupont Avenue project includes the replacement of a 8" DIP waterline to a 12" C-900 PVC water main on Dupont Avenue from Alton Street to Gates Street. There are multiple water service connections and fire service laterals that will also need to be replaced.

CITY OF CHINO | PROJECT MANAGEMENT SERVICES FOR TRANSPORTATION PROJECTS

PROJECT MANAGER: BRITTANY DUHN

Contact: Amer Jakher, Public Works Director | Phone: (909) 334-3250|
Email: ajakher@cityofchino.org

16th, 17th, and 18th Street between Tronkeel Avenue and Serene Avenue & Tangerine Avenue Street Widening (Design Phase) | This Project includes street Grind and Overlay, PCC Drive Approaches, ADA Compliant Ramps, Curb, Gutter, and Sidewalk on 16th Street, 17th Street, & 18th Street between Tronkeel Avenue and Serene Avenue; Serene between Benson Avenue to 18th Street; and Tangerine Avenue Street Widening, Accessible ramps, and ROW Legals and Plats between Chino Avenue to north of Gregorio Court.

FY 20/21 Alley/Sanitation Rehab Project, Phase II (Design Phase)| The scope of work includes the reconstruction of alleys, streets, drive approaches, ADA compliant ramps, and curb, gutter, and sidewalk.

Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project (Design Phase) | This Project is based on System 22 as per the Storm Drain Master Plan, adopted in 1993. System 22 drainage area consists of approximately 212 acres, extending from Monte Vista Avenue east to Central Avenue and from Chino Storm Drain north to Francis Avenue. Runoff from the area north of Francis Avenue currently flows through this area but is planned to be intercepted by System 19. The project scope includes the installation of storm drain along Monte Vista Avenue from Chino Storm Drain (System 11) north to Independence Street and a storm drain line along Philadelphia Street Monte Vista Avenue to 660 feet east of Telephone Avenue.

11th Street Pavement Reconstruction Alley Accessibility and Intersection Accessibility Project (Design Phase) | This Project includes the pavement reconstruction, alley accessibility and intersection accessibility from Chino Avenue to Riverside Drive. The City is having the 11th Street Improvement Plan designed to use a pulverize and pave method. Design includes new cross gutters and spandrels and accessibility design for all facilities shall meet the City's current Accessibility Policy including throughways crossing alleys, and transitions to existing sidewalks. Sewer and storm drain manholes and water valves will require double adjustment per City Standard Drawings and various utility structures may also require adjusting to the new grades.

CDBG Alley Project and Alley/Sanitation Rehab FY2021-22 Various Locations Project (Design Phase) | The scope of work generally includes reconstruction of alleys, streets, drive approaches, ADA compliant ramps, curb, gutter, and sidewalk.

Ramona Avenue & Walnut Avenue Street Rehabilitation and Traffic Signal Modifications Project (Design Phase) | The scope of work generally includes reconstruction of alleys, streets, drive approaches, ADA compliant ramps, curb, gutter, and sidewalk.

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CITY OF SAN BERNARDINO | PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS

PROJECT MANAGER: NADEEM SYED

Contact: Saba Engineer, Principal Civil Engineer | Phone: (909) 384-5284 | Email: Engineer_Sa@sbcity.org



Mt. Vernon Bridge Project | Removal and reconstruction of the 2,200 feet long Mt. Vernon Bridge over the BNSF and Metrolink Tracks between 2nd Street and 5th Street. The approximate cost is $200 million.

Fuel Station Upgrade Project | Convert existing 4 diesel pumps into Fast fill CNG dispensers, installation of compressors, 1200 AMP switchgear, motors, fuel management software, canopy, monument signs, electric charging station- Design-Build project- $2 million

State Street Improvement Project | 1 mile extension of State Street which required design, utility relocations, CEQA/NEPA clearance, and 408 permit from ACOE

2nd Street Bridge Replacement Project | Project Manager | Removal and reconstruction of the 80 feet long 2nd Street Bridge over the Warm Creek- which include, design, NEPA/CEQA, 401, 404, 1602 permits, Caltrans coordination, construction. Federally Funded $2.3 million.

40th Street Widening Project | Finalizing Street & Sewer design, acquired R/W from 15 properties, including two full takes- Rule 20-A undergrounding

"H" Street Widening Project | Finalizing Street design, acquired R/W from 12 properties, including a restaurant

Sierra Way Storm Drain Project | Design of one mile of storm drain

Kendal Drive Slop Reinforcement Project | Design to slops stabilization along Kendell Dr with wire mesh and installation of soldier pile slough wall to keep debris falling on to the roadway

Street Rehabilitation Project (SB1) | Rehabilitation of 15 streets which include reconstruction of AC, overlay, sidewalk, curb, gutters, and access ramps

Splash Pad Installation for Six Parks | Construction of concrete splash pads with splash fountains and waste water storage for six parks

Parking Lot Rehabilitation Project | Rehabilitation of citywide five parking lots

ATP Safe Route 2 School Project | This project consists of street widening, sidewalks, curb and gutter, and access ramps

City Buildings Assessment | Assessed 178 City building to determine existing conditions and improvements needed in Roofing, Electrical System, HVAC System, Seismic retrofitting, structural needs interior and exterior.

Demolition of Fire Station and Verdemont Community Center | Demolition of a Fire Station and Verdemont Community Center and installation of temporary modular building

Feldheym Library HVAC Upgrade Project | To replace deteriorating HVAC system of Feldheym Library

City Hall Roof Repair Project | To replace roofs and facade of various City and Library buildings

Seccombe Lake and Perris Hill Park Improvements | To upgrade existing restrooms of various City parks

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CITY OF BEAUMONT | WASTEWATER TREATMENT PLANT & BRINE LINE INSTALLATION PROJECT (DESIGN, BIDDING & CONSTRUCTION PHASE)

PROJECT MANAGER: BRITTANY DUHN

Contact: Aftab Hussain, Public Works & Utilities Manager | Phone: (909) 202-5981| Email: aftab.hussain@coronaca.gov

Project Management Services for the City of Beaumont Project ($110M), sewer lift stations, and other sewer/pipeline projects. Ms. Duhn managed the Proposition 218 process to increase the City's sewer rates. This process included coordinating with the Utility Rate Consultant, City, and Beaumont Cherry Valley Water District to calculate the rates and prepare the rate study. She oversaw the City's community meetings, community outreach for the Notice of Public Hearing, and City Council presentations and agenda items. After the rates were established, Ms. Duhn provided support to the City for customers with questions and concerns.

CITY OF COMPTON | ANNUAL RESIDENTIAL REHABILITATION PROJECT (CONSTRUCTION PHASE)

PROJECT MANAGER: BRITTANY DUHN

The scope of work consisted of asphalt overlay, clearing and grubbing, construction of cold mill and AC overlay, slurry seal application, HMA pavement, ARHM overlay, AC base course, aggregate base, full depth AC slot pavement, PCC sidewalk and pavement, PCC curb and gutters, PCC cross gutter, alley intersection, sidewalk, driveway approach, curb ramps including detectable warning surfaces, signing, striping, markings, pavement legends, speed hump, landscaping, irrigation, adjusting manhole and utility covers to grade, water valve, water meter, street lighting, installation of loop detectors and bicycle loop detectors, traffic signal modification, adjustment of streetlight and traffic signal pull boxes to grade.

CITY OF LAKE FOREST | ARBOR MINI PARKS & NEIGBORHOOD PARKS RENOVATION (BIDDING & CONSTRUCTION PHASE)

PROJECT MANAGER: BRITTANY DUHN

Z&K Consultants, Inc. is providing **Project Management, Construction Management and Inspection Services** for this park improvement program for the City of Lake Forest. This project involves major renovations to numerous parks, including the Arbor Mini Parks, Vintage Park, Sundowner Park, Borrego Overlook Park, Regency Park, and Rancho Serrano Park. Improvements include installation of new playground equipment, playground foundation improvements, removal of existing hardscape, installation of new landscaping and irrigation, installation of decorative iron fencing around the perimeter of the park site, ADA sidewalk improvements, cold mill and overlay, construction of concrete walkway and exercise trail with exercise equipment, installation of barbeque areas and picnic tables, park lighting, drinking fountains, installation of rubber surfacing, renovation of existing shade structures, installation of park seating areas, and ADA improvements to parking lots and other existing park structures.

CITY OF COSTA MESA | JACK HAMMETT SPORTS COMPLEX IMPROVEMENT PROJECT (BIDDING & CONSTRUCTION PHASE)

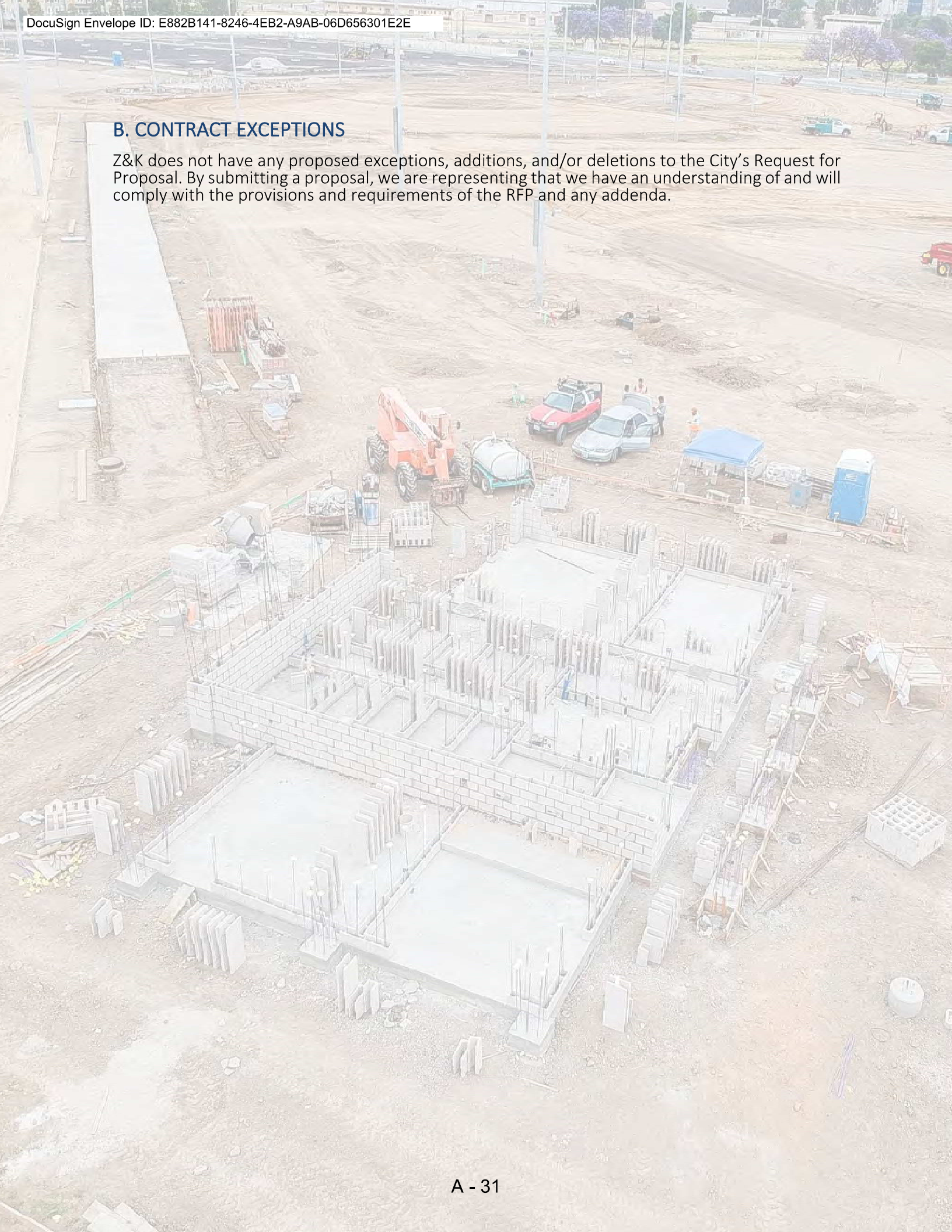
PROJECT MANAGER: BRITTANY DUHN

Z&K Consultants, Inc. is providing **Project Management, Construction Management and Inspection Services** for the City of Costa Mesa's $2.3M Jack Hammett Sports Complex Improvement Project, which involves various improvements to the a 14.5-acre park, which includes six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves hardscape improvements, ADA parking lot improvements, concrete flatwork, ADA sidewalk improvements, electrical runs to the pull boxes for multiple storage buildings, retaining walls, fencing installation, improvements to lighting, irrigation and landscaping, rough and precise grading, foundation improvements, construction and installation of two new storage buildings, electrical and mechanical work within the buildings, finish grading, flat work and all associated work with the buildings.

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B. CONTRACT EXCEPTIONS

Z&K does not have any proposed exceptions, additions, and/or deletions to the City's Request for Proposal. By submitting a proposal, we are representing that we have an understanding of and will comply with the provisions and requirements of the RFP and any addenda.



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ORGANIZATIONAL CHART

Z&K has carefully selected this "A-Team" and has committed our most qualified staff for the duration of the contract. Our proposed team members have extensive experience in Construction Management and Inspection of street resurfacing projects. Our staff will deploy efforts as the project schedule and construction activities dictate. We will reallocate manhours, when possible, for cost savings to the City. By using highly qualified multi-disciplined inspectors, we can provide a cost of service well under industry standard.

PROFESSIONAL AND QUALIFIED TEAM



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

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

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

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

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EXHIBIT B
APPROVED FEE SCHEDULE

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B. FEE SCHEDULE & RATE SHEET

September 15, 2021

Prem Kumar, Project Manager
City of Manhattan Beach, Public Works Facility
3621 Bell Avenue, Manhattan Beach, CA 90266

Subject: Request for Proposal (RFP NO. E1264-21S) Project Management (On-Call) Services for Various Capital Improvement Plan (CIP) Projects

Dear Mr. Kumar,

Z&K Consultants Inc. (Z&K) proudly presents our cost proposal for **Project Management (On-Call) Services for Various Capital Improvement Plan (CIP) Projects.** Z&K has carefully selected team members that are recognized as experts in engineering services and will provide "turn-key" Project Management services for the City's CIP projects. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects with such benchmarks in mind.

Z&K Consultants based our cost proposal on the scope of work provided in the Request for Proposals. All prevailing wage requirements will be followed by the team. All team members are in conformance with the State of California Labor compliance requirements. Rates included in our Cost Proposal are fully billable rates. All overhead costs are included. All insurance will be in force at the time of contract execution. All rates will escalate by 3% per annum.

Below is a table with the hourly rate schedule.

Z&K Consultants, Inc. Hourly Rates:

- Project Manager..... $157.00
- Assistant Project Manager $135.00

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. This proposal shall remain valid for a period of not less than 120 days from the date of submittal. The payment terms shall be net thirty (30) days. We are excited about this opportunity to serve the City of Manhattan Beach and are committed to the successful completion the City's important CIP projects.

Sincerely,

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

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EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

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

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

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

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

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shall diligently take corrective action to halt or rectify any failure.

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

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AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND Z&K CONSULTANTS, INC.

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Z&K Consultants, a California corporation ("Consultant") (collectively, the "Parties") is hereby made effective as of the date of the last authorized representative signature below ("Effective Date").

RECITALS

A. On June 1, 2022, the City and Consultant entered into an agreement for professional services for the Consultant to provide Project Management On-Call services ("Agreement");

B. The Parties now desire to amend the Agreement to extend the term.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through December 31, 2025, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF**,** the Parties hereto have executed this Amendment No. 1 on the day and year of the last authorized representative signature shown below.

[*SIGNATURE PAGE FOLLOWS*]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

By: DocuSigned by: Bruce Moe, City Manager
D1A13C56864A441...
Name: Bruce Moe 10/28/2023
Title: City Manager

ATTEST:

By: DocuSigned by: Liza Tamura, City Clerk
975D2FFB9D8440B...
Name: Liza Tamura 10/30/2023
Title: City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: David Snow 10/27/2023
39BB0DBD7509455...
Name: ~~Quinn M. Barrow~~ David Snow
Title: City Attorney, Acting

APPROVED AS TO FISCAL IMPACT:

By: DocuSigned by: Steve S Charelian, Finance Director
3801E6D7B4124E9...
Name: Steve S. Charelian 10/26/2023
Title: Finance Director

APPROVED AS TO CONTENT:

By: DocuSigned by: Erick Lee
0FDAAFB234GA492...
Name: Erick Lee 10/24/2023
Title: Public Works Director

Consultant:

Z&K Consultants,
a California corporation

By: DocuSigned by: Crystal Fraire, President
03DC2AA4DE0G424...
Name: Crystal Fraire 10/24/2023
Title: President

By: DocuSigned by: Zack Faqih, Vice President
9ADB059ED4FE4DB...
Name: Zack Faqih 10/24/2023
Title: Vice President