

**AGREEMENT FOR PROFESSIONAL CONSULTANT
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 26/27 TO FY 30/31
(ARTERIAL AND COLLECTOR STREETS)
PROJECT NO. 801 0097**

This Agreement is made and entered into this _____ day of _____ 2022 ("Effective Date") by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Z&K Consultants, Inc.**, a California corporation, hereinafter described as "Consultant."

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional services hereinafter described as "Construction Management and Inspection Services for the Citywide Pavement Rehabilitation Program FY 26/27 to FY 30/31 (Arterial and Collector Streets) Project" hereinafter described as "PROJECT"; and

WHEREAS, the City has determined the Construction Management and Inspection Services involve the performance of professional and technical services of a temporary nature as more specifically described in Exhibit A (City's Request for Proposal) and Exhibit B (Consultant's Proposal) hereto; and

WHEREAS, the City has requested the Consultant to perform such Construction Management and Inspection Services for Capital Projects Division of the Public Works Department; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional services as required, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF SERVICES

1. The services are to perform construction management and inspection services for the construction of the PROJECT for compliance with construction drawings, specifications, applicable quality control standards, and applicable codes and regulations.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit B attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal (Exhibit A) shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit C attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$449,376.00 in accordance with the payment terms provided on Exhibit D attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibits A and B in accordance with the start date as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 30, 2023**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District (“CSD”), the Moreno Valley Housing Authority (“Housing Authority”) and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit E or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods,

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant’s subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

28. Consultant expressly waives any and all rights and benefits conferred upon it by the

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limited a CalPERS retiree’s obligations under applicable law, rules or regulations.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Z&K Consultants, Inc.

BY: _____

Mike Lee, City Manager

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

| |
|---|
| <p style="text-align: center;"><u>INTERNAL USE ONLY</u></p> <p>APPROVED AS TO LEGAL FORM:</p> <p>_____</p> <p style="text-align: center;">City Attorney</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____</p> <p style="text-align: center;">Department Head</p> <p>_____</p> <p style="text-align: center;">Date</p> |
|---|

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

- Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Services to be Provided to Consultant
Exhibit "D" – Terms of Payment
Exhibit "E" – Insurance Requirements

EXHIBIT "A"
City of Moreno Valley



Request for Proposals
Professional Consultant Construction Management and
Inspection Services

Project No. 801 0097
Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31)
(Arterial and Collector Streets)

Proposal Due Date:
September 13, 2022 at 2:00 pm, PST

Submit proposal online at:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=24660>

Contact:
Capital Projects Division
Email: techinfo-capproj@moval.org
Phone: (951) 413-3130

I. Invitation

You are hereby invited to submit a Proposal for Professional Consultant Construction Management and Inspection Services for Project No. 801 0097 for the City of Moreno Valley. Interested parties may register and download copies of the Request for Proposal (RFP) via City's online vendor portal at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=24660>

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal.

NOTE: The proposer shall submit a separate electronic file for their technical proposal and a separate electric file for cost proposal.

The proposer is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully. Transmission of proposals by any other means will not be accepted. Proposer shall be solely responsible for informing itself with respect to the proper utilization of the proposal management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the proposer to successfully submit an electronic proposal shall be at the proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids directly at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the proposal submission deadline.

II. Schedule of Important Dates

The following dates are critical in order to have the required services start in mid-July 2022.

| | DATE | EVENT |
|---|---------------------------|--|
| 1 | September 13, 2022 | Proposal due date |
| 2 | September 30, 2022 | Proposals Review and Consultant Selection Complete |
| 3 | October 4, 2022 | Service Contract Award by City Council |
| 4 | November 1, 2022 | Start of Service |

III. Scope of Services

The City of Moreno Valley seeks the submission of proposals to provide Construction Management and Inspection Services for the Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) (Project No. 801 0097) for the Capital Projects Division from interested

and qualified proposers. The Construction Management and Inspection Services shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

This project provides pavement rehabilitation and preservation for approximately 67 arterial and collector street segments throughout the City. The work includes the reconstruction of a number of access ramps within repaving limits; localized pavement repairs; application of Type 2 slurry seal; removal and replacement of asphalt pavement surfaces; installation of permanent traffic video detectors; and reestablishment of traffic striping and signs. The project includes base bid work items and additive bid work items with a total of 150 working days for the Contractor to complete the construction.

Please refer to project's Contract Documents (Attachment D) and Construction Plans (Attachment E) for more information.

The Consultant is to provide **two (2) street inspectors** who shall perform daily inspection and related tasks to ensure the construction is in compliance with the project Contract documents and will be under general direction of the City Senior Inspector to serve as staff inspectors for this project. The proposed inspectors shall have a minimum of three (3) years experience in inspection of similar public works construction project. The Consultant shall submit resumes of the proposed inspectors along with the proposal for City review.

Street construction inspection tasks include, but not limited to:

1. Review and get familiarized with plans, specifications, construction site and the proposed streets prior to the pre-construction meeting.
2. Review and mark out removal limits with contractor prior to saw-cutting and removals and grinding processes.
3. Inspect the reconstruction curbs, gutters, ramps, and sidewalks for compliance with plans, specifications, and ADA requirements.
4. Continuously observe and inspect contractor's work processes include pavement surface preparation, crack sealing, pavement removal and repaving, application of slurry seal, HMA/ARHM placement operations, striping cat tracking and installation, and signage installation.
5. Continuously monitor the traffic control and safety measures and request for corrections as needed.
6. Monitor and provide supporting documentation on the personnel and equipment used for any extra work/change orders performed by the contractor or supporting documentation for delays.
7. Keep daily diaries (logs) and take pictures of the project as needed; prepare and issue correction notices to the contractor and follow up with the notices.
8. Respond to public inquiries regarding construction activities, scheduling, and traffic impacts.
9. Field review and verify quantities submitted by the contractor on each invoice to make sure the quantities/work items are correct and completed/accepted prior to the issuance of payment to the contractor.
10. Attend weekly or bi-weekly construction activity coordination/schedule update meetings.
11. Coordinate with other inspectors, soil technicians, construction manager, school official, other agencies representatives who are involved/affected by this project as necessary to move the construction forward.

12. Perform other related tasks as required.

The Consultant is to provide **one (1) construction manager** who, under general direction of the City Project Manager, shall manage and run the project from the start to end of the construction. The proposed construction manager shall have minimum of three (3) years experience in managing similar public works project construction. Resume for the proposed construction manager is required to be submitted along with the proposal.

Construction management tasks shall include, but not be limited to:

1. Review and get familiarized with project plans and specifications, including project schedule.
2. Set-up and conduct pre-construction meeting with the contractor, sub-contractors, and individuals involving in the project.
3. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data submittals and mix designs, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, price negotiations and issuance of the CCO to the contractor.
4. Prepare agenda and conduct weekly or bi-weekly construction progress meetings to keep track of contractor work progress. Provide weekly written progress reports/updates to the City Project Manager.
5. Coordinate and schedule inspection and material testing, compaction testing and other activities. Ensure adequate inspection coverage for the project.
6. Identify and report potential contractor claims and recommend resolution.
7. Prepare weekly statement of working days and send to the contractor. Maintain consistent communication with the contractor, the City, and all individuals involving this project.
8. Review contractor's invoices and quantities and approve for payments.
9. Provide regular monitoring of the construction progresses. Check work or quantities completed versus project schedule and total contract. The Construction Manager shall identify variances between actual and budgeted/estimated costs, and inform the City Project Manager whenever construct costs exceed budgets or estimates.
10. Maintain the records of the followings, but not be limited to:
 - a. All changes and modifications to the Plans and Contract Documents. Note: The Consultant Construction Manager does not have authority to make changes or modifications to the Plans and Specifications, except as authorized by the Design Consultant and the City.
 - b. Addenda(s), change order(s), product data and material submittals, and samples.
 - c. Progress payments, inventories, and applicable codes, contractor's reports, correspondences, certified payrolls, and accident reports.
 - d. Certifications, shop drawings, photographs, as-builts, and other project related documents.

IV. Community Workforce Agreement:

For project construction contract cost is \$1,000,000 or more, the Consultant and each Subconsultant (if any) shall execute a **Letter of Assent** which formally binds the Consultant and Subconsultant(s) to the terms of the Community Workforce Agreement by and Between the City of Moreno Valley and San Bernardino/Riverside Counties Building and Construction Trades Council, AFL-CIO and the Signatory Craft Councils and Unions (“CWA”). A copy of the CWA and the Letter of Assent is attached as Appendix C for reference. By submitting a proposal for the requested services, the Consultant and Subconsultant(s) acknowledge that they have read the CWA and will execute the Letter of Assent binding themselves to the terms of the CWA applicable to this project, and will provide copies of the sign Letters of Assent to the City prior to performing any work on the project.

V. Proposal Format

Proposals shall be submitted electronically (in PDF format) utilizing the above City’s vendor portal. The proposer shall submit a separate electronic file for their technical proposal and a separate electric file for cost proposal.

The Consultant’s Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration

A. Technical Proposal

Technical Proposal should include, but not be limited to, the following items:

1. Proposer’s approach and understanding of all necessary tasks and steps involved for completing the required services;
2. A detailed scope of services to reflect the methods and procedures that the proposer intends to use to provide the required services. The scope of services outlined in this RFP is only provided as a guide and does not include all the tasks as required to complete the work.
3. List of staff member(s) who will provide the required services along with resume, certifications, and relevant experience. Please note that the City reserves the right to accept or reject any changes in the proposed staff member(s) during the term of the agreement.
4. List of similar projects or tasks performed by the proposed staff member(s).
5. Number of hours per week for each proposed staff that the firm can commit to provide the required services.
6. List of references.

7. Completed forms as required.

The following statements are required to be included in the proposal:

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. A statement that all charges for Consultant services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A statement that said hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
15. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

B. Cost Proposal

Cost Proposal shall include, but not be limited to, the following items:

1. A "Not-to-Exceed" Fee that includes all costs associated with the delivery of the required services. The fee estimate shall be based on the number of hours staff member(s) are required to perform the required services for the duration of the project construction.
2. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limited a CalPERS retiree's obligations under applicable law, rules or regulations.

VII. PAYMENT TO CONSULTANT AND INVOICING

- A. This work is to be performed for a “Not-to-Exceed” Fee.
- B. The Consultant shall provide a “Cost Proposal” indicating the fee for individual staff member(s) with a “Not-to-Exceed” Fee which shall be the sum of all costs as described above.
- C. Consultant invoices shall be submitted to the City monthly for review and approval for payments.
- D. Invoices shall identify job title, person-hours, and costs incurred by each staff member.
- E. The City will pay the Consultant for work hours completed for each month.
- F. Reimbursement costs related to vehicle/transportation, mileage, printing, telephone, photograph, postage and delivery, equipment, tools, uniforms, all incidentals are to be

included in the "Not-to-Exceed" Fee".

- G. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors, omissions, or oversight.

VIII. INSURANCE

Refer to Exhibit E of the Sample Agreement (Attachment B) for insurance requirements.

IX. INDEMNIFICATION

A. The Consultant agrees to indemnify, defend, and save the City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

B. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's, and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

X. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XI. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits. The Political Reform Act and the City's Conflict of Interest Code require that Consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIII. GENERAL CONDITIONS

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XIV. SELECTION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
- B. **Experience of Key Personnel** (60 points) – Background experience of key personnel,

credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the required services.

- C. **Understanding of Requested Service/Plans to Deliver Services** (20 points) – Understanding of the requested services and tasks, discussion of major issues identified on the project and how the Consultant team plans to address them; the methods and procedures to be used for providing the services; the management approach and organization necessary to complete the services; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of work.

XV. ATTACHMENTS

- A. Non-Collusion Affidavit
- B. Sample Agreement
- C. Community Workforce Agreement
- D. Project's Contract Documents
- E. Project's Construction Plans

Attachment A: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of _____
(the State of the place of business)

County of _____
(the County of the place of business)

_____, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is _____ of
(title of the person signing this form)

_____, the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: _____
(signature)

Printed Name: _____
(name of the person signing this form)

Title: _____
(title of the person signing this form)

EXHIBIT "B"

Our proposed personnel are local to the community and have been residents for over 15 years. We are excited to serve the City of Moreno Valley.

City of Moreno Valley



**REQUEST FOR PROPOSALS
PROFESSIONAL CONSULTANT CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES
PROJECT NO. 801 0097
CITYWIDE PAVEMENT REHABILITATION PROGRAM
(FY 2026/27 TO FY 2030/31)
(ARTERIAL AND COLLECTOR STREETS)**

Table of Contents

Cover Letter Not included in Page Count

Approach & Understanding 1

Scope of Services 7

Proposed Team 10

Project Experience 17

References 20

Statements 20

Form – Non-Collusion Affidavit Attachment A

Cost Proposal Separate Submission

September 13, 2022

City of Moreno Valley
14177 Frederick St., Moreno Valley, California

Subject: Request for Proposals - Professional Consultant Construction Management and Inspection Service, Project No. 801 0097, for Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) (Arterial and Collector Streets)

To Whom it May Concern,

Z&K Consultants Inc. (Z&K) proudly presents our proposal for the City Moreno Valley's Request for Proposals for Professional Consultant Construction Management and Inspection Services and is excited about the opportunity to work seamlessly as an extension of staff with the City's personnel. We understand that the services are for the Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) for the Capital Projects Division.

Z&K has successfully provided Construction Management and Inspection Services for over 45 pavement rehabilitation projects in the last 5 years.

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 Construction Management, Construction Inspection, Program Management, Project Management, Staff Augmentation, and other Professional Engineering Consulting Services. The Z&K Team has held numerous construction management and inspection services contracts for local agencies and is committed to the success of the City's project.

Our key personnel have provided Construction Management & Inspection Services for the following local agencies:

- City of Chino
- City of San Bernardino
- City Oceanside
- City of Norco
- City of Fontana
- City of Pomona
- City of Corona
- City of Lancaster
- City of Beaumont
- City of Temecula
- City of Eastvale
- City of La Mirada
- City of Lake Forest
- City of Costa Mesa
- City of Irwindale
- City of Torrance
- City of Alhambra
- City of Compton
- City of Norwalk
- City of Rosemead
- City of San Marino
- Long Beach Water Department

Our team members' versatile experience in Construction Management and Inspection Services of City projects for the local jurisdictions makes the Z&K team uniquely qualified to provide the requested services. We have a track record of performing outstanding 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. Z&K is proud of our reputation for having seasoned construction management and inspection personnel and of the industry's recognition of our ability to deliver complex capital improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service.

Z&K has carefully selected this **"A-Team,"** and has committed our most qualified staff for the duration of the contract to deliver successful 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. Our proposed team members are recognized as **experts** in Construction Management and Inspection Services and will provide **"turn-key"** Services for the City of Moreno Valley.

Our key team members have 100% commitment to the City of Moreno Valley's project. 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. The personnel identified bring specific and extensive field experience and have the qualifications required in the RFP.

Our team prepared a risk management log, identifying various critical elements of this project that will be of top priority for Z&K's proposed personnel. The Z&K Team understands that the City of Moreno Valley's Capital Projects Division project includes pavement rehabilitation and preservation for approximately 67 arterial and collector street segments throughout the City. The work includes the reconstruction of a number of access ramps within repaving limits; localized pavement repairs; application of Type 2 slurry seal; removal and replacement of asphalt pavement surfaces; installation of permanent traffic video detectors; and reestablishment of traffic striping and signs. We have developed a multidisciplinary team to deliver excellent Professional Services for the City and to ensure the success of the City's project.

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. By signing below, I attest that all information submitted is true and correct. The RFP will be incorporated in its entirety as part of this Proposal. Z&K Consultants, Inc. does not have any exceptions and commits to accept the terms and conditions to the language in the RFP documents. We acknowledge that there were three (3) Q&A sets posted on September 1st, 2nd, & 6th.

Sincerely,



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



APPROACH AND UNDERSTANDING

APPROACH & UNDERSTANDING

CONCEPTUAL PLAN

We have successfully developed construction management procedures that promote collaboration and teamwork, improve quality and maximize the value of each project. Z&K's past performance with Cities, Counties, and other agencies shows 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 provides proven professional construction management and inspection techniques to ensure the safe construction of a quality project completed on time and within budget. Z&K accomplishes this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Senior Street Construction Inspectors 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 Inspector must have the knowledge and experience to effectively understand the interrelationships between the key management components of time, information, cost, and quality. Decision making, including obtaining sufficient information to make reasoned decisions, is the key element leading to a successful project. The Z&K approach is founded on a thorough understanding of each of the management components critical to the project.

TIME MANAGEMENT

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

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



We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion. The Z&K Team has extensive experience in dealing with changes from unforeseen conditions, owner-initiated changes, and other types of delates. The Contractor will be required to submit a time impact analysis for any issue with the potential to delay the overall progress of the work. Z&K will seek ways to mitigate the delay as the first course of action. This enables creative solutions for potential delay issues.

COST MANAGEMENT



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

For state/federally funded projects, the City must comply with federal reporting requirements. Our team is experienced in complying with state and federal grant 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. Z&K is extremely familiar with Federal-Aid implementation and the Caltrans' Local Assistance Procedures. Proper Project documentation is key in audits conducted by the Federal Highway Administration (FHWA) and Caltrans.

QUALITY MANAGEMENT



Quality management is an inherent CM responsibility. Z&K is knowledgeable and capable in all aspects of quality management. Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications. This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. Z&K will review the Contractor's quality control procedures to ensure adequacy. Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (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. 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. 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 disseminated 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 has extensive experience providing document management solutions for its clients. Z&K's approach to information management also includes building a communication framework to continually foster partnering and teamwork relationships for all of 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 of the project stakeholders.

The emphasis on project communication continues throughout the project with the weekly construction 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.

Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project.

Some of the requirements are as follows:

- o Project Construction Documents
- o Standard Plans for Public Works
- o APWA "Greenbook" Standard Specifications for Public Works Construction
- o Caltrans Standards, Specifications, and Procedures
- o California Building Code
- o California Plumbing Code
- o California Mechanical Code
- o California Electrical Code
- o California Building Energy Efficiency Standards
- o Title 24, Part 2, 2.5, 3, 4, 5, 6, 11
- o California Fire Code
- o California Residential Code
- o California Green Building Code
- o California Disabled Regulations
- o City Codes & Ordinances
- o City Grading Code & Manual
- o Caltrans Construction Manual
- o Caltrans Safety Manual
- o OSHA Construction Safety Orders
- o 10/30-hr OSHA Training Certification
- o Local Assistance Procedures Manual (LAPM)
- o City Standards and Design Manuals
- o State and Federal Building Codes (Site Accessibility)
- o County Procedures and Guidelines
- o Work Area Traffic Control Handbook (WATCH) Manual
- o Manual of Uniform Traffic Control Devices (MUTCD)
- o Project Safety Plan (PSP)
- o Site Health and Safety Plan
- o Activity Hazard Analysis (AHA)



RISK MANAGEMENT LOG

Based on past experience, Z&K has identified the following potential risks and proposed resolutions for the City's projects.

| ID | Risk Impact | Occurrence Probability | Risk Description | Project Impact/Risk Area | Response Strategy |
|----|-------------|------------------------|---|---------------------------------|---|
| 1 | High | High | Community Outreach | Schedule | It is imperative that our community outreach does not only include property owners, business owners and residents of the City, but also elected officials, management from the City, and all affected agencies. Prior notification for the start of the Project as well as continuous communication to property owners concerning both the construction schedule and access issues will be ongoing through project completion. |
| 2 | High | High | Cactus Ave Joining Existing Pavement | Quality | The contractor should be mindful of where they are joining existing new pavement for example on Cactus Ave East of Frederick St as it will be tricky installing the deep lift section and providing a header cut in such a small stretch to the center median. It will likely cause a quarter crown in the street as they will be tapering from the middle of the street to the center median. It will more than likely change the rideability of the road as well. The milling is from 0 to the depth of the existing below surface overlay per detail # 2. The width of the header cut varies from 50 inches to 60 inches per the plans. |
| 3 | High | High | Moreno Valley Highschool on Cottonwood Ave | Safety | This project will require extensive coordination with the High School while construction activities are on Cottonwood Ave. We have extensive experience with pavement rehabilitation projects along school pick up and drop off streets. The CM team and the Contractor shall coordinate with the High School administration for both peak hours of student drop off and pickup as well as providing access to the school property at all times. Contractor shall explore work during non-school days as well as possible weekend work around schools for student safety. We will ensure that the submitted traffic control plan for these areas is robust, accommodates school drop off and pick up and other site specific requirements. More flagman or traffic control will be required for sensitive areas. Specific community outreach will be performed by Z&K to ensure that these facilities are kept up to date on construction activities. |
| 4 | High | High | Grind & Overlay Repair Locations | Schedule & Public Inconvenience | We recommend adding language to the specifications that all areas that require grind and overlay repair must be paved back the same day. This will avoid potential public inconvenience and safety issues that can arise. |
| 5 | High | High | Work on Arterial Streets | Safety & Schedule | The detailed Traffic Control Plan to be submitted by the Contractor shall provide options for the city for weekend work or night work for public safety while working on arterial streets and streets with high traffic counts. All of the arterial streets within Moreno Valley have significant traffic and having options for work during alternative hours will be very beneficial for certain locations. |
| 6 | High | High | Slurry During Winter Months | Quality | This project includes over 8,000,000 SF of slurry. As we approach the winter months, the quality of the slurry will be impacted due to weather. We will ensure that the Contractor does not perform slurry operations during nonoptimal weather conditions and that this is accounted for in their baseline schedule. |
| 7 | High | High | Riverside Transit Agency Bus Routes | Safety | This project will impact the Riverside Transit Agency bus routes. Z&K has extensive experience coordinating with the Riverside Transit Agency. Z&K and the Contractor shall coordinate all work with the Riverside Transit Agency to minimize impact on existing bus routes. The contractor shall present alternative bus stops and provide pedestrian access to all active bus stops. |
| 8 | High | High | Law Enforcement, Fire Department, and Medical Facility Coordination | Safety | This project will impact emergency services and require extensive coordination to avoid diminished emergency response time. Z&K will ensure that the Contractor provides a weekly list of construction zones to the local Law Enforcement Agency as well as the local Fire Department for roads closed or impacted by ongoing construction including partial closures. Z&K will also ensure that the Contractor notify all medical facilities including hospitals, emergency rooms, critical care, and urgent care facilities that may be impacted by construction activities. It is Z&K's protocol to review the baseline schedule and 3-week lookahead for emergency response and medical facilities that will be impacted. |

| ID | Risk Impact | Occurrence Probability | Risk Description | Project Impact/Risk Area | Response Strategy |
|----|-------------|------------------------|--|--------------------------|--|
| 9 | High | High | Emergency 24/7 Protocol | Safety | Z&K has a strict protocol and chain of command for any emergency situations and incidents. Z&K will hold a safety workshop with the Contractor to ensure that all emergency situations are handled in an expedient manner and per City protocol. Contractor will prepare an emergency protocol document and provide it to the city prior to work commencing which will cover damage to utilities (water breaks, gas line breaks, cable/electrical line breaks, etc) and damages to any public property which will include current emergency telephone numbers for all agencies with a contact person. Contractor shall immediately contact Z&K of any property damage or damage to any utilities. |
| 10 | High | High | Streets with Soft Shoulders | Quality | This project includes soft shoulders. Z&K has thorough experience with projects including soft shoulders. Z&K will ensure that the contractor shall note the streets with soft shoulders and protect those in place as per the approved plans. Contractor shall make an evaluation of all soft shoulders to access those areas for drainage or erosion issues prior to the start of construction. |
| 11 | High | High | Maintaining Transition During Dig Outs | Safety | On the previous project when dig outs were performed along catch basins or concrete, the transition was not maintained until the paving back operation was performed. This created a safety concern for vehicular traffic. It was difficult to have the contractor respond after hours and maintain the transition since there was no language in the specifications. We recommend adding language to the specifications to require that all transitions are maintained during dig out operations to the satisfaction of the inspector. We can provide sample language to the City that has been successful on our prior slurry seal projects. |
| 12 | High | High | Trash Pickup | Public Inconvenience | Z&K shall coordinate with the local sanitation contractor for trash pickup during days that may be impacted by construction activities. Z&K will coordinate with the Post Master to ensure minimum disruptions to mail delivery services during construction activities. |
| 13 | High | High | Business Coordination | Public Inconvenience | This project will affect multiple businesses and require extensive public outreach efforts. Prior to construction activity business owners will be contacted and provided a schedule of construction activity which may impact their business. Contractor shall always provide access to all businesses and shall not block or removed any driveway access without first providing an alternative access. |
| 14 | High | High | Multiple Material Vendors due to Shortages | Schedule | Contractor will submit multiple sources/vendors of construction materials including multiple sources for asphalt, base material, concrete, and any other potential long lead items that may be effected by shortages. |
| 15 | High | High | Requirements for Response After Hours or on Non-Working Days | Safety | In the previous project, issues would arise after working hours or on weekends that would require the contractor to immediately respond and perform traffic control measure and/or street sweeping. Contacting and getting a response from the contractor after hours varied and was difficult for our team to enforce. We highly recommend adding language to the specifications outlining that the contractor shall respond to communication from Z&K and City staff immediately (including a maximum time allowed) and be available to respond immediately to after hour and non-working day requests (including a maximum time allowed). We recommend that the maximum time allowed to respond to communication be 10 minutes and to respond in the field be 1 hour. This is due to the type of time sensitive issues that arose during the previous project to have the contractor respond to resident concerns. We also recommend adding that if these times are not met, the city will contract with an emergency response team to be later back charged to the contractor. |

| ID | Risk Impact | Occurrence Probability | Risk Description | Project Impact/Risk Area | Response Strategy |
|----|-------------|------------------------|--|-----------------------------|---|
| 16 | High | High | Required Street Sweeping | Public Inconvenience | The Contractor shall submit a clear plan to provide street sweeping throughout construction. We recommend adding this requirement to the specifications as well as detailed requirements for the street sweeping plan. This plan should include the number of street sweeping machines as well as contingency plans for emergency after hours sweeping as needed. The Contractor shall defer to the inspector to make the final determination of street sweeping needs prior to the end of work hours. We can provide sample language that has been successful on other slurry seal projects. |
| 17 | High | High | Traffic Control | Safety | The Contractor shall provide adequate manpower to ensure residents do not drive on slurry material prior to fully drying. There were numerous instances where the contractor attempted to put up only a delineator with string to warn residents not to drive on the fresh slurry. Our Inspector shall determine the number of staff needed for traffic control, locations, and duration. We will also ensure that the submitted traffic control plan is robust and addresses traffic flows during slurry and asphalt overlay operations. |
| 18 | High | High | Required Field Meetings | Schedule | A meeting shall be held in the field with the inspector and the contractor to review each street and area prior to the start of operations. This can be done during mark outs prior to construction. This will ensure that the contractor has specific direction on dig outs, grind and overlay, and slurry prior to the start of each section. This will also ensure that the City is in agreeance with each section prior to work being performed. This will allow an opportunity for us to discuss the requirements of traffic control and safety with the contractor before construction in each area. |
| 19 | High | High | Public/Agency Outreach & Weekly Newsletter | Safety & Community Outreach | Due to the project's proximity to residences, Z&K will provide robust community outreach efforts prior to the start of construction that will inform both the residents in the vicinity of the project and commercial properties in the vicinity of the project the proposed start dates and completion dates of the project. Since this work will also border Mission Viejo, we recommend outreach to the City of Mission Viejo prior to the start of construction. Z&K will provide concierge-level service to the community and residents. Ongoing contact and communication with local residents and business impacted by construction activity is crucial. This will include notification prior to the commencement of construction and throughout the entire process. Outreach will not be limited to minimum City requirements but will be a daily ongoing pursuit. Z&K provides the City with a Weekly Newsletter including construction activities performed the week prior, construction activities scheduled for the week after, and important project progress and updates. |
| 20 | High | High | Change Orders | Schedule & Budget | To assist in controlling cost, Z&K will conduct a pre-construction site walk with City staff members to identify areas that could potentially result in unanticipated costs. During construction, Z&K will conduct site visits with City staff, as needed, to minimize change orders and cost increases. Z&K will closely monitor the work and proactively manage the change order process. We will identify potential change orders early and proactively develop solutions. |

SCHEDULE

We have prepared and included one sample schedule for the project which includes the NTP/Contract milestones, Prepare/Submit/Review Submittals, Pre-Construction Phase, Construction Phase, and Project Closeout Phase. We understand that the Project is anticipated to start in 2022 and shall be completed in 150 working days.

The schedule reflects the concrete work that needs to take place before the Contractor can start grinding/paving and performing the slurry seal work. The Contractor may need to run multiple crews that are slurry sealing one section and performing grind and overlay in another at the same time. We included striping and manhole adjustments as items with longer timeframes to show that the Contractor should come in multiple times throughout the project. They shall perform such work periodically to not have unstriped portions or the MHS not adjusted until the end of the project, especially since these are arterial and collector streets.

Prior to any construction activity, business owners will be contacted and provided a schedule of construction activity which may impact their business. The Contractor shall always provide access to all businesses and shall not block or removed any driveway access without first providing an alternative access.

SCHEDULE COORDINATION

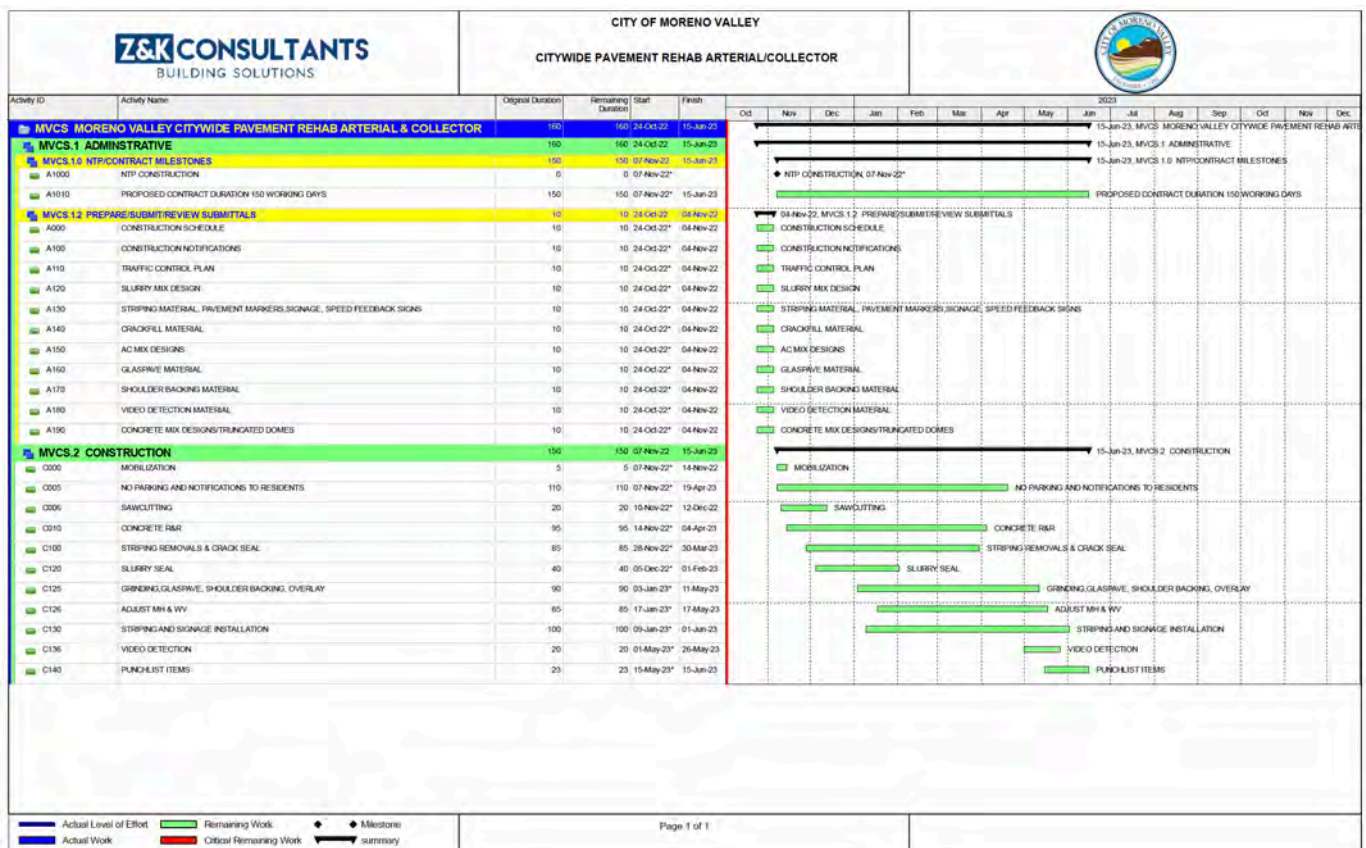
The Contractor shall coordinate with the High School administration for both peak hours of student drop off and pickup as well as always providing access to the school property. The Contractor shall also explore work during non-school days as well as possible weekend work around schools for student safety.

The Contractor shall provide a traffic control plan for arterial streets and street with high traffic counts with options for the City for weekend work or nighttime work for public safety. We will continually review the schedule and ensure that the Contractor provides a weekly schedule to the local Law Enforcement Agency as well as the local Fire agency for roads closed or impacted by ongoing construction, including partial closures. Z&K will ensure that the Contractor has all the City schedules, including City holidays, trash pickup, street sweeping, and City events. We will also coordinate with the Post Master to ensure minimum disruptions to mail delivery services during construction activities.

SCHEDULE CONSIDERATIONS

Since the Project is anticipated to start in November 2022, we are entering the colder months of the year. This is when the slurry becomes temperamental because of the colder weather. This may also cause longer lane closures due to longer cure times for the slurry because it is not as warm as it is in the summer months. Per the project documents, "302-4.8.2.1 Application Temperature. EAS shall not be applied if either the pavement or the ambient temperature is less than 50°F (10°C) and falling, but may be applied when the pavement and ambient temperatures are both above 45°F (7°C) and rising".

The asphalt concrete follows the same rule for the most part, but it is more forgiving than slurry is when it comes to colder weather. The Contractor shall keep this in mind while entering the winter months and then the rainy season. We will ensure the schedule accurately reflects these constraints, so we do not prolong the job longer than expected.





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 RFP; we confirmed our team will provide all scope of work tasks as outlined in the RFP scope of services. The Z&K Team will provide Professional Consultant Construction Management and Inspection services for the City of Moreno Valley's upcoming Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) for Arterial and Collector Street. Z&K acknowledges our ability to meet the contract requirements for the work listed under the scope of services.

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

STREET CONSTRUCTION INSPECTION

- 1. Review and get familiarized with plans, specifications, construction site and the proposed streets prior to the pre-construction meeting.** | Prior to the pre-construction meeting, Z&K's proposed Senior Street Construction Inspectors will review and familiarize themselves with all project contract documents, plans, and specifications. Additionally, Z&K inspectors will familiarize themselves with the construction site and proposed streets by performing a site visit and preliminary constructability review prior to the pre-construction meeting. The Inspectors' primary duties will be to inspect and verify all work in place meets the requirements of the contract plans and specifications, traffic control plans, shop drawings, change orders, and O&M manuals as well as maintenance of project documentation. In addition to the construction activities, the project team is also familiar with and will enforce the requirements stipulated in the permits issued by regulatory and environmental agencies. Our inspectors will be thoroughly familiar with the construction drawings, specifications, estimates, and related project documents prior to the start of each project.
- 2. Review and mark out removal limits with contractor prior to saw-cutting and removals and grinding processes.** | Z&K Inspectors will review and mark out removal limits with the Contractor prior to any saw-cutting, removal, and grinding processes. Z&K Inspectors have the knowledge, skill, and experience to inspect all the anticipated construction operations that this contract may require. Inspectors will verify that all work in place meets the requirements of the contract plans and specifications, traffic control plans, shop drawings, change orders, and O&M manuals as well as maintenance of project documentation. Z&K will verify that all work conforms with the requirements and identify any issues of non-compliance with the applicable codes. Inspectors will meet with the project design team and City staff to work out any issues and resolve them quickly and efficiently.
- 3. Inspect the reconstruction curbs, gutters, ramps, and sidewalks for compliance with plans, specifications, and ADA requirements.** | Z&K Inspectors will inspect the reconstruction of curbs, gutters, ramps, and sidewalks for compliance with plans, specifications, and ADA requirements. The Z&K team has extensive experience ensuring that all accessibility requirements set forth by the Americans with Disabilities Act are met. When required in the projects plans and specifications, Z&K inspectors will verify that all facilities are compliant with both federal and state accessibility requirements. Z&K inspectors are familiar with achieving ADA compliance and have worked on projects in which they oversaw the implementation of various ADA compliant structures and facilities, including curb ramps, pedestrian walkways, sidewalks, detectable warning surfaces and tactile paving, public bathrooms, accessibility signs, accessible entrances and exits, stairways and handrails, parking facilities, seating, and work surfaces.
- 4. Continuously observe and inspect contractor's work processes include pavement surface preparation, crack sealing, pavement removal, and repaving, application of slurry seal, HMA/ARHM placement operations, stripping cat tracking and installation, and signage installation.** | Z&K's proposed inspectors will continuously observe and inspect contractor's work processes, including pavement surface preparation, crack sealing, pavement removal, repaving, application of slurry seal, HMA/ARHM placement, stripping cat tracking and installation, and signage installation. Z&K Inspectors have the knowledge and experience to inspect anticipated construction operations, and Inspectors will be on site to inspect and verify all work in place meets the requirements of the contract plans and specifications, traffic control plans, shop drawings, change orders, and O&M manuals.
- 5. Continuously monitor the traffic control and safety measures and request for corrections as needed.** | Z&K Inspectors will enforce all required traffic control measures and ensure that the contractor has appropriately secured the construction site from pedestrians and motorists before the end of each workday. This will be documented in the inspector's daily logs. Inspectors will regularly review traffic control equipment and oversee personnel as required by the project. Throughout any traffic control procedures, Z&K inspectors will ensure the traveling public's safety and prevent any unreasonable delay or safety violations by verifying those procedures are compliant with 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).
- 6. Monitor and provide supporting documentation on the personnel and equipment used for any extra work/change orders performed by the contractor or supporting documentation for delays.** | Our proposed staff has extensive documentation and filing experience. Inspectors will keep descriptive daily diaries documenting all personnel and equipment used for any extra work and work performed under contract change orders and will provide supporting documentation for any delays. Our proposed staff members know that a complete record of the project must include all contract drawings, addenda, specifications, change orders, logs, submittals, and RFI's.
- 7. Keep daily diaries (logs) and take pictures of the project as needed; prepare and issue correction notices to the contractor and follow up with the notices.** | Z&K inspectors will maintain daily diaries that will include logs of all activities, personnel, and equipment on the construction site each day, as well as annotated pictures of progress during construction. At the end of the project, Z&K will provide one complete set of construction digital photographs of all scope of work and critical items throughout the duration of the project. Z&K inspectors will document and issue correction notices to the contractor and follow-up with the notices until the appropriate correction is achieved.



8. Respond to public inquiries regarding construction activities, scheduling, and traffic impacts. | Z&K will assist the City in forming and maintaining good relations with residents and businesses in surrounding neighborhood by providing community outreach and a contact person to manage public relations for the duration of the project. All calls and public complaints will be documented and investigated, and a monthly report will be provided to the City. Z&K will manage and track public inquiries for the Contractor and for the City and will advise of any concerns and findings. Additionally, Z&K will develop a neighborhood affairs strategy for any property owners, businesses, and the general public that will be affected.



9. Field review and verify quantities submitted by the contractor on each invoice to make sure the quantities/work items re correct and completed/accepted prior to the issuance of payment to the contractor. | The Z&K Inspectors will perform field review and verification of quantities submitted by the contractor on each invoice. Z&K will regularly document monthly quantities and will prepare accurate records of the quantities of materials that are constructed. These will be uploaded to the Project's document management system and used to review the contractor's invoice at the end of each month. 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.

10. Attend weekly or bi-weekly construction activity coordination/schedule update meetings. | Z&K will schedule, coordinate, and conduct weekly construction meetings at the work site with City representatives, contractors, and other agencies related to the project. 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 include items such as safety, old business, updated progress of the work, request for information (RFIs), submittals, testing and inspection reports, non-conformance notices, contract issues, procedures, environmental monitoring, change orders (COs), look-ahead schedule for upcoming work, pay requests, and so forth. Unresolved issues will be carried over to the next week's meeting until a final resolution is obtained. Z&K will prepare and promptly distribute meeting minutes to all attendees.

11. Coordinate with other inspectors, soil technicians, construction manager, school official, other agencies representatives who are involved/affected by this project as necessary to move the construction forward. | Z&K will be responsible for coordinating and supervising the services of other consultants, including other inspectors, soil technicians, construction managers, geotechnical, NPDES, materials testing, deputy inspection, and special laboratory inspection. The Z&K Team will also provide ongoing coordination and public relations management with school officials, business owners, residents, public utilities, and other agencies and stakeholders to resolve any construction questions or conflicts, and to avoid any potential delays or additional costs to the project.

12. Perform other related tasks as required. | Z&K's proposed team has the experience and skills to perform any other related tasks as required by the City of Moreno Valley throughout the duration of this construction contract.

CONSTRUCTION MANAGEMENT

1. Review and get familiarized with project plans and specifications, including project schedule. | Our proposed Senior Construction Manager has performed a site-visit and constructability review of the project site. Prior to the pre-construction meeting, Z&K's Senior Construction Manager will review and be familiarized with all project contract documents, plans, and specifications. Additionally, our Senior Construction Manager will be thoroughly familiar with the construction drawings, specifications, estimates, and related project documents prior to the start of each project.

2. Set up and conduct pre-construction meeting with the contractor, sub-contractors, and individuals involving in the project. | At the start of the project, Z&K will schedule, coordinate, and conduct a pre-construction meeting with the City, affected agencies, and the Contractor, as well as the design engineer, utilities and other agencies. An agenda will be prepared in advance to notify attendees of key items for discussion. At the pre-construction conference, we will discuss special contract and/or concerns, and establish the protocol to be used throughout the project. The meeting will highlight the contractor's responsibility for items such as order of work, permit and environmental agreements, safety and access, progress pay requests, labor compliance, submittals, RFIs, CCOs, quality control, materials certification, schedule updates, and weekly meetings. Z&K will review the baseline schedule and verify that it meets all the required information prior to issuing the Notice to Proceed to the Contractor. Z&K will prepare and promptly distribute meeting minutes to all attendees.

3. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data submittals and mix designs, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, price negotiations and issuance of the CCO to the contractor. | As part of its Quality Assurance program, Z&K will coordinate and ensure prompt processing and an efficient turnaround time for contractor requests for interpretation (RFIs), shop drawings, product data submittals and mix designs, change notices, intend to file change notices, and construction change orders ensure that the project is kept on schedule. Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as RFIs, RFCs, shop drawing submittals, contract schedule adjustments, change orders, payment requests, etc.). The Z&K CM will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of these processes is maintained. Z&K regularly performs internal audits of its field operations to ensure the proper implementation of procedures for Z&K's quality assurance program. Z&K will log, track, manage the distribution, and ensure timely review of all submittals and RFIs. The log will identify each submittal and resubmittal, the date received, when the submittal, is returned to the contractor, the action required, and other pertinent information. We will coordinate with the Design Engineer for their review of technical submittals and RFIs and any required design revisions. Z&K will coordinate the review of shop and working drawings submitted by the Contractor for compliance.

4. **Prepare agenda and conduct weekly or bi-weekly construction progress reports/updates to the City Project manager.** | Z&K will schedule, coordinate, and conduct weekly or bi-weekly construction progress meetings with City representatives, contractors, and other agencies related to the project in order to provide updated information about the project. 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 include items such as safety, updated progress, request for information (RFIs), submittals, testing and inspection reports, non-conformance notices, contract issues, procedures, environmental monitoring, change orders (COs), look-ahead schedule for upcoming work, pay requests, and so forth. Z&K will prepare and promptly distribute meeting minutes. Our Senior Construction Manager will prepare an agenda and provide weekly updates to the City Project Manager.



5. **Coordinate and schedule inspection and material testing, compaction testing and other activities. Ensure adequate inspection coverage for the project.** | Z&K inspectors will coordinate and closely monitor all geotechnical and material testing, compaction testing, and any specialty inspection required throughout the project. Z&K will ensure that proof of all specialty certifications and licenses are on file and that they are all valid and unexpired. Z&K will periodically review all specialty certifications and licenses to ensure that they remain valid throughout the duration of the project. Z&K Inspectors will work to ensure all required testing and specialty inspection is performed with the required frequencies and documented properly. Sampling and testing activities will be conducted in accordance with the contract documents and approved procedures. The Inspector will work with the Contractor to correct any failed tests and achieve compliance. Our team has the ability to effectively make decisions and coordinate with other professionals on field issues related to material testing and inspection

6. **Identify and report potential contractor claims and recommend resolution.** | Z&K's proposed team members have experience providing dispute resolution for issues that arise during any phases of project construction, whether they arise due to contract issues, scope changes, project schedule delays, incomplete or unsubstantiated claims, or workmanship issues. Z&K has experience scheduling and coordinating mediation sessions involving negotiations with the contractor or other agency and a third party. In the event that a construction contract includes a negotiation clause, Z&K will coordinate negotiation in order to reach dispute resolution.



7. **Prepare weekly statement of working days and send to the contractor. Maintain consistent communication with the contractor, the City, and all individuals involving this project.** | Each week, our Senior Construction Manager will create a "Weekly Statement of Calendar/Working Days" to be submitted to the contractor and filed in our documents until the end of the project. The Senior Construction Manager will continuously update the project's weekly statement of working days in a timely manner.

8. **Review contractor's invoices and qualities an approve for payments.** | The Z&K Inspectors will document monthly quantities and will prepare accurate records of the quantities of materials that are constructed. These will be uploaded to the Project's document management system and used to review the contractor's invoice at the end of each month. The Z&K staff bring a detailed understanding of the City's 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

9. **Provide regular monitoring of the construction progress. Check work or qualities completed verses project schedule and total contract. The Construction Manager shall identify variances between actual and budgeted/estimated costs and inform the City Project Manager whenever construct costs exceed budgets or estimates.** | The Team will review the Contractor's 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 for further discussion. The Z&K Inspectors will document monthly quantities and will prepare accurate records of the quantities of materials that are constructed. These will be uploaded to the Project's document management system and used to review the contractor's invoice at the end of each month. The Z&K staff bring a detailed understanding of the City's processes for administering Contractor progress payments. We will work closely under the direction of the City and with the contractor to verify that the contractor's payments are processed, provide recommendations, and ensure they are executed promptly by the contract documents and City's procedures. The pay requests will be submitted to the City with a statement that they have been reviewed.

10. **Maintain the records for all changes and modifications to the Plans and Contract Documents; Addenda(s), change order(s), product data applicable codes, contractor's reports, correspondences, certifies payrolls, and accident reports; Certifications, shop drawings, photographs, as-builts, and other project related documents.** | Our proposed staff has extensive documentation and filing experience. Our proposed staff members 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 will be documented. Our internal QA/QC process is simple and does not require additional time demands of the City. Our Senior Construction Manager or Inspectors will conduct independent reviews of the project records for their adherence to the required policies and procedures. Z&K will coordinate preparation of the as-built plans with the Design Engineer.



PROPOSED TEAM

PROPOSED TEAM

Z&K has carefully selected this "A-Team" and committed our most qualified staff for the duration of the contract to deliver successful projects. Our key team members have extensive experience in construction management and inspection services and have **completed over 45 Pavement Rehabilitation Projects within the last 5 years.**

| STAFFING CHART | Construction Management | Construction Inspection | Pavement Rehabilitation | Pavement Preservation | Arterial and Collector Streets | Access Ramps with Repaving Limits | Localized Pavement Repairs | Application of Type 2 Slurry Seal | Asphalt Pavement Surfaces | Permanent Traffic Video Detectors | Traffic Striping and Signs | Project Mark Outs | Curbs, Gutters, and Sidewalks | ADA Requirements | Project Documentation | Change Order/Claims Resolution | Pre-Construction Phase | Construction Phase | Post-Construction Phase |
|--|-------------------------|-------------------------|-------------------------|-----------------------|--------------------------------|-----------------------------------|----------------------------|-----------------------------------|---------------------------|-----------------------------------|----------------------------|-------------------|-------------------------------|------------------|-----------------------|--------------------------------|------------------------|--------------------|-------------------------|
| Nadeem Syed, PE, QSD/P, Senior Construction Manager | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Thomas Dawson, CBO, ICC Cert. Senior Street Construction Inspector | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Noah Hernandez, Certified PW Inspector Senior Street Construction Inspector | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Brittany Duhn, PE, QSD/P Project Manager/Office Engineer | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

KEY PERSONNEL BIOS

Nadeem Syed, PE, QSD/QSP | Senior Construction Manager

29+ Years of Experience Performing Construction Management & Inspection Services

30+ Pavement Rehabilitation Projects



Mr. Syed has over **29 years** of experience in construction management, project management, construction inspection, civil engineering, and traffic engineering, with expertise in Capital Improvement Program (CIP) development and management *and has successfully delivered over 30 pavement rehabilitation projects.* He spent 20+ years in construction management, project management, and 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 citywide pavement rehabilitation projects, street improvement, traffic signal, grade separations, interchanges, lift stations, sewer and water systems, park rehabilitation and municipal buildings.

He has excellent skills in understanding construction contracts, reviewing and controlling project cost and schedule, coordinating and assisting in negotiating change orders, providing project updates to the client, ensuring timely review of critical path method (CPM) schedule to track any changes in critical path and delays, maintaining project as-builts, monitoring project funding by reviewing contract item payments, material quantities, and change order payments, managing multiple subconsultants and supervising inspection staff.

Mr. Syed's extensive list of certifications/licenses include:

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

Mr. Syed's recent experience includes:

- » City of San Bernardino: Kendall Drive Slope Stabilization Rehabilitation Project
- » City of San Bernardino: Citywide Pavement Rehabilitation Project (SB1)
- » City of Montebello, Pavement Rehabilitation, Various Streets (CDBG Zone)
- » City of San Bernardino: State Street Extension Phase I Baseline to 16th Street Project
- » City of San Bernardino: 40th Street Widening from Johnson to Electric Avenue Project
- » City of San Bernardino: "H" Street Widening from Kendall to 40th Street Project
- » City of San Bernardino: ATP Cycle 2 – Safe Routes to Schools Project at Three (3) Locations Project
- » City of Montebello, 10th Street Improvements Project - Project Manager

Thomas Dawson, CBO, ICC Certified | Senior Street Construction Inspector
25+ Years of Experience performing Construction Management and Inspection Services
28+ Pavement Rehabilitation Projects



Mr. Dawson has over 25 years of experience in construction management, construction inspection, contracting, quality control, and management of large-scale public works capital improvement projects, street rehabilitation projects, slurry seal projects, and heavy civil projects. He has extensive experience providing inspection for street improvement projects.

Mr. Dawson is experienced in reviewing RFI's, submittals, and contract change orders. He is experienced in preparing and maintaining project files, processing progress payments, and maintaining various logs, including submittals, RFI's, and correspondence. He provides quality control and code compliance inspection services with observation reports for owners, engineers, and local jurisdictions. He will bring his expertise, lessons learned, and specified knowledge to this important project.

Mr. Dawson's extensive list of certifications/licenses include:

- » International Code Counsel Certifications
- » Fire Inspector 1
- » Building Plan Examiner
- » California Commercial Electrical
- » California Combination Inspector
- » Combination Inspect/Legacy
- » California Commercial Plumbing Inspector
- » California Commercial Mechanical Inspector
- » California Residential Mechanical Inspector
- » California Residential Electrical Inspector
- » California Residential Plumbing Inspector
- » Certified Building Official
- » CLB License Number 674861
- » OSHA 30 Hour Training

Noah Hernandez, Certified PW Inspector | Senior Construction Inspector
25+ Years of Experience performing Construction Management and Inspection Services
26+ Pavement Rehabilitation Projects



Mr. Hernandez is a certified public works inspector with more than 25 years of construction management and inspection experience. Mr. Hernandez's public works inspection responsibilities include the ability to review improvement plans, inspect public improvements construction, negotiate and administer contracts, and prepare and maintain a variety of reports.

He has extensive experience providing inspection for street improvement projects. His project experience includes large scale public works and capital improvement projects, including street improvements, slurry seal, pavement rehabilitation, intersection improvements, sewer and storm drain improvements, facilities, traffic signal improvements, curbs, gutters, sidewalks, bridge projects, and access ramps. He has detailed knowledge of various construction manuals, materials inspection & certification procedure and documentation, field measurement verification, review of submittals & RFI's, and coordination with various testing labs.

Mr. Hernandez's extensive list of certifications/licenses include:

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

Brittany Duhn, PE, QSD/P | Office Engineer / Document Control
10+ Years of Experience performing Construction Management and Inspection Services
15+ Pavement Rehabilitation Projects



Ms. Duhn has extensive experience in project management, office engineering, contract administration, document control, labor compliance oversight, and construction management, and has successfully delivered over 15 pavement rehabilitation projects, involving street improvements, intersection improvements, ADA ramp improvements, bike lanes and bike trails, conduit installation, traffic signal improvements, asphalt overlay, construction staging, traffic control, clearing and grubbing, SWPPP preparation, coldmill and overlay, manholes and utility covers, loop detectors, PCC sidewalk, speed humps, and pedestrian crossings. These are great testaments of Ms. Duhn' managerial and oversight project experience.

This "A-Team" has worked together in this same capacity on multiple pavement rehabilitation projects. In addition to their extensive project specific experience, this team has great synergy and works very well together as well as with City Staff. All above key members are local to the area and are excited about the opportunity to improve their community. Our strategic and efficient staffing approach also results in significant cost savings to the City of Moreno Valley. We are confident that our proposed "A-Team" will provide outstanding customer service and cost savings for the City.

RESOURCE ALLOCATION MATRIX

| RESOURCE ALLOCATION MATRIX | | | |
|---|-----------------------------|---------------------------------------|-----------------------------------|
| Task/ Classification & Hours (Resource Allocations based on 150 Working Days) | Senior Construction Manager | Senior Street Construction Inspectors | Project Manager / Office Engineer |
| Street Construction Inspection | | | |
| 1.Review and get familiarized with plans, specifications, construction site and the proposed streets prior to the pre-construction meeting. | - | 40 | - |
| 2.Review and mark out removal limits with contractor prior to saw-cutting and removals and grinding processes. | - | | - |
| 3.Inspect the reconstruction curbs, gutters, ramps, and sidewalks for compliance with plans, specifications, and ADA requirements. | - | 1,000 | - |
| 4.Continuously observe and inspect contractor’s work processes include pavement surface preparation, crack sealing, pavement removal and repaving, application of slurry seal, HMA/ARHM placement operations, striping cat tracking and installation, and signage installation. | - | | - |
| 5.Continuously monitor the traffic control and safety measures and request for corrections as needed. | - | | - |
| 6.Monitor and provide supporting documentation on the personnel and equipment used for any extra work/change orders performed by the contractor or supporting documentation for delays. | - | | - |
| 7.Keep daily diaries (logs) and take pictures of the project as needed; prepare and issue correction notices to the contractor and follow up with the notices. | - | | - |
| 8.Respond to public inquiries regarding construction activities, scheduling, and traffic impacts. | - | | - |
| 9.Field review and verify quantities submitted by the contractor on each invoice to make sure the quantities/work items are correct and completed/accepted prior to the issuance of payment to the contractor. | - | 100 | - |
| 10.Attend weekly or bi-weekly construction activity coordination/schedule update meetings. | - | 30 | - |
| 11.Coordinate with other inspectors, soil technicians, construction manager, school official, other agencies representatives who are involved/affected by this project as necessary to move the construction forward. | - | 30 | - |
| 12.Perform other related tasks as required. | - | As Needed | - |
| Construction Management | | | |
| 1. Review and get familiarized with project plans and specifications, including project schedule. | 30 | - | 10 |
| 2.Set-up and conduct pre-construction meeting with the contractor, sub-contractors, and individuals involving in the project. | | - | |
| 3.Provide, manage, coordinate, and ensure timely completion/approvals in response to all RFIs, shop drawings, product data submittals and mix designs, Change Notices, Intend to File Change Notices, and CCOs, as well as review, price negotiations and issuance of the CCO to the contractor. | 60 | - | 30 |
| 4.Prepare agenda and conduct weekly or bi-weekly construction progress meetings to keep track of contractor work progress. Provide weekly written progress reports/updates to the City Project Manager. | 60 | - | 30 |
| 5.Coordinate and schedule inspection and material testing, compaction testing and other activities. Ensure adequate inspection coverage for the project. | 30 | - | 30 |
| 6.Identify and report potential contractor claims and recommend resolution. | 30 | - | 30 |
| 7.Prepare weekly statement of working days and send to the contractor. Maintain consistent communication with the contractor, the City, and all individuals involving this project. | 60 | - | 30 |
| 8. Review contractor’s invoices and quantities and approve for payments. | 40 | - | 20 |
| 9.Provide regular monitoring of the construction progresses. Check work or quantities completed versus project schedule and total contract. The Construction Manager shall identify variances between actual and budgeted/estimated costs and inform the City Project Manager whenever construct costs exceed budgets or estimates. | 158 | - | 30 |
| 10.Maintain the records of the followings, but not be limited to: a. All changes and modifications to the Plans and Contract Documents. Note: The Consultant Construction Manager does not have authority to make changes or modifications to the Plans and Specifications, except as authorized by the Design Consultant and the City; b. Addenda(s), change order(s), product data and material submittals, and samples; c. Progress payments, inventories, and applicable codes, contractor’s reports, correspondences, certified payrolls, and accident reports; and d. Certifications, shop drawings, photographs, as-builts, and other project related documents. | 60 | - | 30 |
| TOTAL | 528 Hours | 1,200 Hours | 240 Hours |
| STAFF RESOURCE ALLOCATION | 45% | 100% | 20% |

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 similar City 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.

The Z&K proposed Senior Street Construction Inspectors have each successfully delivered a minimum of 20 Pavement Rehabilitation Projects. We have strategically provided highly experienced personnel that are qualified to perform construction management and inspection services for the City.

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 a highly qualified, multi-disciplined inspector well versed in construction management, **we are able to 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.

Senior Construction 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:

- Construction Management
- Construction Inspection
- Project Management
- Contract Administration
- Value Engineering
- Cost Estimate Review
- Materials Testing & Sampling Coordination
- Constructability Review
- Labor Compliance Oversight
- Public Relations Management
- Quality Assurance/Quality Control
- Agency Coordination
- Street Improvements
- Slurry Seal
- Pavement Rehabilitation
- Intersection Improvement
- Building Improvements
- Public Facilities Projects
- Sewer Projects
- Storm Drainage Projects
- Encroachment Permits
- Request for Information Review
- Submittal Review
- Change Order Review
- Safety Compliance
- Traffic Signal Improvements
- Curb, Gutter, & Sidewalk Bridge Projects
- Park Improvement Projects
- Electrical Improvements
- Lighting Improvements
- Landscaping Improvements
- Underground Utilities
- Traffic Control
- SWPPP Compliance

Mr. Syed has over **29 years** of experience in construction management, project management, construction inspection, civil engineering, and traffic engineering, with expertise in Capital Improvement Program (CIP) development and management *and has successfully delivered over 30 pavement rehabilitation projects*. He spent 20+ years in construction management, project management, and 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 citywide pavement rehabilitation projects, street improvement, traffic signal, grade separations, interchanges, lift stations, sewer and water systems, park rehabilitation and municipal buildings.

Relevant Project Experience

City of San Bernardino: Kendall Drive Slope Stabilization Rehabilitation Project | Senior Construction Manager: Kendall Drive Slope in the vicinity of 670 Kendall Drive is not stable, failing and is a safety hazard. Soil investigation is being conducted to have a slope stabilization plan which will be implemented to eliminate unsafe condition in the area. Services include the managing the design to slope stabilization along Kendall Dr with wire mesh and installation of soldier pile slough wall to keep debris falling on to the roadway.

City of San Bernardino: Citywide Pavement Rehabilitation Project (SB1) | Senior Construction Manager: This project consists of citywide pavement rehabilitation. Accessibility improvement will be installed or upgraded as part of the project. The project is funded through SB1 funding. There is the rehabilitation of 15 streets which include reconstruction of AC, overlay, sidewalk, curb, gutters, and access ramps.

City of Montebello, Pavement Rehabilitation, Various Streets (CDBG Zone) - Project Manager | Senior Construction Manager: The City completes pavement rehabilitation projects along residential, commercial, and alley corridors. The general improvements for pavement rehabilitation projects include cold mill and AC overlay, removing and replacing concrete sidewalks, curb and gutters, upgrading and constructing new access ramps, adjusting manholes to grades, and installing striping and pavement messages. The 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 San Bernardino: State Street Extension Phase I Baseline to 16th Street Project | Senior Construction Manager: This is Phase 1 of 4 phases. This phase consists of extending State Street as a four (4) lane highway from 16th Street to Baseline Street. The one (1) mile extension of State Street requires design, utility relocations, CEQA/NEPA clearance, and 408 permit from ACOE.

City of San Bernardino: 40th Street Widening from Johnson to Electric Avenue Project | Senior Construction Manager: This project includes the widening of 40th Street from two (2) to four (4) lanes from Johnson to Electric Avenue including upgrade of the existing traffic signal at Electric Avenue. This includes finalizing the street and sewer design, right of way acquisition, and undergrounding of the overhead lines under Rule 20-A.

City of San Bernardino: "H" Street Widening from Kendall to 40th Street Project | Senior Construction Manager: This project involves widening and improving "H" Street between Kendall and 40th Street. Services include finalizing the street design and acquiring right of way from 12 properties, including a restaurant.

ATP Cycle 2 – Safe Routes to Schools Project at Three (3) Locations Project | Senior Construction Manager: This project is to widen and improve streets at three locations to provide safe routes to school for students. The locations to be improved are 48th Street between Western Avenue and Magnolia Avenue, Magnolia Avenue between 48th Street and Reservoir Drive, Randall Avenue between Pepper Avenue and Meridian Avenue, Meridian Avenue between Randall Avenue and Los Robles Street, Pepper Avenue between Randall Avenue and Los Robles Street and Perris Hill Park Road between Gilbert Street and Pacific Street. This project consists of street widening, sidewalks, curb and gutter, and access ramps.

City of Montebello, 10th Street Improvements Project - Project Manager | Senior Construction Manager: The Project consisted of pavement rehabilitation, removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, installation of detectable warning surface on existing curb ramps, and installation of pavement markings and curb painting. This project consisted of design, project management, bidding, award of contract, construction management and inspection of the 10th Street Improvements from Whittier Boulevard to Cleveland Avenue.

Senior Street Construction Inspector



LICENSES & REGISTRATION

- » International Code Counsel Certifications
- » Building Plan Examiner
- » California Commercial
- » Combination Inspect/Legacy
- » California Commercial Plumbing Inspector
- » California Commercial Mechanical Inspector
- » California Residential Mechanical Inspector
- » California Residential Electrical Inspector
- » California Residential Plumbing Inspector
- » Certified Building Official
- » CLB License No. 674861
- » OSHA 30 Hr.

Relevant Key Highlights:

- Construction Inspection
- Construction Management
- Staff Augmentation
- Project Management
- Contract Administration
- Constructability Reviews
- Value Engineering
- Labor Compliance Overview
- Change Order Review
- Submittal Review
- Request for Information Review
- SWPPP/NPDES Compliance
- Materials Testing Coordination
- Utility Coordination
- Agency Coordination
- CAL-OSHA Safety Compliance
- Quality Control/Quality Assurance
- Capital Improvement Projects
- Federally Funded Projects
- Street Improvement Projects
- Storm Drain Projects
- Traffic Signal Construction
- Street Light Construction
- Bridge Construction
- Traffic Signs
- Pavement Markings
- Maintenance Projects
- Underground Utilities
- Minor Concrete Improvements
- Intersection Improvements
- Water & Wastewater Projects
- Park Improvement Projects
- Building Projects
- Public Facilities Projects

Mr. Dawson has over 25 years of experience in public works inspection, construction management, contracting, quality control, and management of large-scale capital improvement projects, *and has successfully delivered over 28 pavement rehabilitation projects*, involving street improvements, intersection improvements, ADA ramp improvements, bike lanes and bike trails, conduit installation, traffic signal improvements, asphalt overlay, construction staging, traffic control, clearing and grubbing, SWPPP preparation, manholes and utility covers, loop detectors, PCC sidewalk, speed humps, and pedestrian crossings. Mr. Dawson's expertise extends to his familiarity with Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement, and equal employment opportunity compliance monitoring. Mr. Dawson is experienced in performing quality control and code compliance inspection services with

observation reports for owners, engineers, and local jurisdictions.

Relevant Project Experience

City of Compton: Annual Residential Rehabilitation Project (Phases 1 & 2A), Compton, CA | Senior Construction Inspector: Scope of work consisted of construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole. Mr. Dawson's responsibilities included construction inspection, reviewing traffic control plans, issues management, cost control, labor compliance, dispute resolution, quality control/inspection, public relations, and ensuring site safety.

City of San Marino: Street Rehabilitation Program, San Marino, CA | Senior Construction Inspector: Improvements include cold-milling asphalt concrete pavement and re-paving with HMA and ARHM, clearing and grubbing, localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, replacing damaged curb and gutter, curb ramps, cross gutters, sidewalks, driveways and driveway approaches, inspection and replacement of sewer manholes, coordinating with local utilities, preparation and implementation of SWPPP and BMPs, and providing temporary traffic control in conformance with the contract documents and applicable permits. Mr. Dawson's responsibilities included construction inspection, reviewing traffic control plans, issues management, cost control, labor compliance, dispute resolution, quality control/inspection, public relations, and ensuring site safety.

City of Lake Forest: Slurry Seal of Zone F, Lake Forest, CA | Construction Manager/Senior Construction Inspector: This street improvement program involves resurfacing of Glenn Ranch Road from Portola to El Toro, as well as pre-construction inspection services for the slurry seal of Zone F and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. This program required ARHM overlay, adjustments to storm drain manhole frame and sewer manhole, gas valve lid and can, water valve lid and can, cold milling, signing and striping, installation of markers, installation of traffic loop detectors, and other street improvements. Mr. Dawson provided performed the preconstruction services for these projects including evaluation of the grind and overlay and/or dig-out areas for an upcoming pavement rehabilitation project.

City of Costa Mesa | Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, Costa Mesa, CA | Construction Manager/Senior Construction Inspector: Citywide street improvement program in the City of Costa Mesa, which involves slurry seal, street improvements, intersection improvements, ADA ramp improvements, conduit installation, traffic signal improvements, mobilization, curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, adjustment of manholes and utility covers to grade, procurement and application of slurry seal Type II, crack sealing, traffic signing, striping and markings, installation of traffic markers and speed humps, and implementation of traffic control. Mr. Dawson performed evaluation and mark outs for all dig outs and concrete that required repairs for the entire project.

Senior Street Construction Inspector



EDUCATION & CERTIFICATIONS

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

Relevant Key Highlights:

- Construction Management
- Construction Inspection
- Project Management
- Contract Administration
- Value Engineering
- Cost Estimate Review
- Materials Testing & Sampling Coordination
- Constructability Review
- Labor Compliance Oversight
- Public Relations Management
- Quality Assurance/Quality Control
- Agency Coordination
- Encroachment Permits
- Request for Information Review
- Submittal Review
- Change Order Review
- Safety Compliance
- Street Improvements
- Slurry Seal
- Pavement Rehabilitation
- Intersection Improvement
- Building Improvements
- Public Facilities Projects
- Sewer Projects
- Storm Drainage Projects
- Traffic Signal Improvements
- Curb, Gutter, & Sidewalk
- Bridge Projects
- Park Improvement Projects
- Electrical Improvements
- Lighting Improvements
- Landscaping Improvements
- Underground Utilities
- Traffic Control
- SWPPP Compliance

Mr. Hernandez is a certified public works inspector with more than 25 years of construction management and inspection experience. He has extensive experience in construction inspection and management, specialty inspection, contracting, project management, and providing quality control and quality assurance of numerous capital improvement projects and federally funded projects, *and has successfully delivered over 26 pavement rehabilitation projects*, involving citywide pavement rehabilitation projects, street

improvement, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects. Mr. Hernandez’s public works inspection responsibilities include the ability to review improvement plans, inspect public improvements construction, negotiate and administer contracts, and prepare and maintain a variety of reports. His project experience includes large scale public works and capital improvement projects, including street improvements, slurry seal, pavement rehabilitation, intersection improvements, sewer and storm drain improvements, facilities, traffic signal improvements, curbs, gutters, sidewalks, bridge projects, and access ramps. He has detailed knowledge of various construction manuals, materials inspection & certification procedure and documentation, field measurement verification, review of submittals & RFI’s, and coordination with labs.

Relevant Project Experience

City of Torrance: Residential and Arterial Pavement Improvement, I-159/I-139, Torrance, CA | Senior Construction Inspector: Improvements include application of slurry seal, cold mill and overlay localized pavement repairs, tree removals/replacements, asphalt berm replacement, repairs to curb, gutter, sidewalk, driveways, and access ramps. Mr. Hernandez performs daily duties of construction quality assurance inspection, including oversight of excavation, compaction, subgrade inspection, backfill, paving, and inspection of structures, electrical, welding, drainage, and underground utilities. Mr. Hernandez coordinated materials testing, attends meetings with City representatives, contractors, and other agencies, prepares constructability reviews, and ensures compliance with project plans.

City of Irvine: Annual Street Rehabilitation and Slurry Seal Project, Irvine, CA | Senior Construction Inspector: Inspection included asphalt pavement cold-milling, pavement fabric installation, asphalt concrete pavement overlays, slurry seal application, removal and replacement of concrete improvements such as sidewalks, ramps, driveways, curbs and gutters. Mr. Hernandez inspected tasks such as adjustment of a survey monument, water valve installation, sewer cleanout, and installation of signing, striping and pavement markings. He oversaw document management of shop drawings, RFIs, change orders, progress payments, meeting minutes, etc. Mr. Hernandez prepared a final punch-list, verified completion of final items, and assisted in project closeout.

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

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



PROJECT EXPERIENCE

PROJECT EXPERIENCE

Our Projects include the following similarities to the City of Moreno Valley's upcoming Pavement Rehabilitation Projects:

- | | | |
|------------------------------------|---------------------------------|---|
| ✓ Citywide Pavement Rehabilitation | ✓ Public Works Projects | ✓ Construction Management |
| ✓ Street Improvement | ✓ Development Projects | ✓ Construction Inspection |
| ✓ Street Resurfacing & Slurry Seal | ✓ Building Improvement Projects | ✓ Project Management |
| ✓ Pavement Rehabilitation | ✓ Public Facilities Projects | ✓ Cost Estimate Review |
| ✓ Sewer Projects & Storm Drains | ✓ Park Improvement Projects | ✓ Materials Testing & Sampling Coordination |
| ✓ Traffic Signal Improvements | ✓ Intersection Improvements | ✓ Labor Compliance Oversight |
| ✓ Curb, Gutters, Sidewalks | ✓ Electrical Improvements | ✓ Public Relations Management |
| ✓ Grind & Overlay | ✓ Lighting Improvements | ✓ SWPPP Inspection |
| | ✓ Landscaping Improvements | |

The Z&K Team has successfully performed Construction Management, Construction Inspection, and Materials Testing Coordination for numerous public agencies. The following projects have been completed on time and within budget. The Z&K Team has completed over 45 Pavement Rehabilitation Projects and over 10 Citywide Pavement Rehabilitation Projects within the last 5 years. Z&K proposed senior construction manager and senior street construction inspectors have each successfully delivered a minimum of 20 pavement rehabilitation projects.

PAVEMENT REHABILITATION PROJECT EXPERIENCE

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

Z&K Consultants, Inc. is providing **Construction Management and Inspection Services** for this long-term, on-call contract with the City of San Bernardino, which includes street resurfacing and pavement rehabilitation for **over 30 major streets** and multiple major street intersections in the City. Z&K personnel performs constructability reviews of the project plans and specifications prior to the bid release, and full-service construction management and construction inspection for pre-construction, construction, and project closeout of all major City streets. The projects include roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, storm drain and pipeline relocation, traffic signal improvements, traffic control, full depth removal and replacement of asphalt concrete, cold milling and AC overlay of existing asphalt concrete, slurry seal application PCC sidewalk, replacement of existing PCC driveways, driveway approaches, curb ramps, retaining curbs, 3' high retaining wall, parkway culverts, cross gutters, asphalt-concrete pavement, removal and replacement of trees, clearing and grubbing, installation and configuration of multiple traffic loop detectors and bicycle traffic loop detectors, installation of city project signs, preservation of existing city survey monuments, adjusting manhole and utility covers to grade, reconfiguration and installation of street lighting, and installation of pavement markings and striping on concrete and asphalt. Related work includes mobilization, traffic control, assisting in preparation of SWPPP and erosion control plans, construction surveying, local utility coordination, and geotechnical and materials testing coordination. Z&K personnel coordinated the distribution of public notifications to several schools, churches, and residential homes affected by this City-wide Street rehabilitation project. Throughout the project, Z&K inspectors provided construction inspection services, specialty inspection of concrete work, coordinated geotechnical and materials testing, and performed contract administration and document management. **Contact Person: Alex Qishta, City Engineer | 909.384.5019**

Z&K has successfully delivered over 45 pavement rehabilitation projects serving in a similar capacity over the past 5 years.

CITY OF CHINO | CITYWIDE PAVEMENT REHABILITATION AND SLURRY SEAL PROGRAM (VARIOUS LOCATIONS CITYWIDE)

Z&K Consultants Inc. is providing Construction Management, Project Management, and Inspection oversight services for this Project which includes street rehabilitation and slurry seal of various streets, including, Pipeline Ave from City Limits to City Limits, Chino Ave from City Limits to City Limits and Schaefer Ave from City Limits to City Limits. Scope of work includes pavement improvements, street resurfacing, crack sealing, slurry seal, localized dig-outs, striping removal/install, and traffic loop detectors. Z&K provided preparation of submittal packages, scheduling, mark outs, meetings, cost control, reviewing RFIs, preparing change order proposals, permits, progress billings, subcontractor coordination, as-built drawings, and final walkthrough/closeout. **Contact Person: Maria Fraser, CIP Engineering Manager | 909.334.3310**

CITY OF TORRANCE: CITYWIDE RESIDENTIAL & ARTERIAL PAVEMENT IMPROVEMENT (PHASE 1 & 2, TWO SEPARATE PROJECTS)

Z&K Consultants, Inc. is providing Construction Management and Construction Inspection services for this project, which consists of pavement improvements to a residential neighborhood and four arterial streets. Improvements include clearing and grubbing, application of slurry seal, cold mill and AC overlay, removal and disposal of existing pavement, localized pavement repairs, as well as tree removals and replacements, asphalt berm replacement, AC base course, concrete repairs to PCC curb, gutter, PCC sidewalk, PCC driveways and driveway approaches, access and ramps, replacing pavement markings and striping on concrete and asphalt, and installation of raised pavement markers and city project signs. Other relevant features included mobilization, preparation of NPDES and erosion control plans, adjustment of manhole and utility covers to grade, installation of specialty loop detectors and bicycle loop detectors, reconfiguration of new sewer piping, traffic control, local utility coordination, geotechnical and materials testing coordination, hardscape, landscape, and irrigation. **Contact Person: Cesar Aguilar, Project Manager | 310.618.3061 | 3031 Torrance Blvd, Torrance, CA 90503**

CITY OF COSTA MESA | CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT

Z&K Consultants, Inc. is providing Construction Management, Project Management, and Construction Inspection Services for this citywide street improvement program in the City of Costa Mesa. This project includes street improvements, intersection improvements, ADA ramp improvements, conduit installation, traffic signal improvements, mobilization, curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, adjustment of manholes and utility covers to grade, procurement and application of slurry seal Type II, crack sealing, traffic signing, striping and markings, installation of traffic markers and speed humps, and implementation of traffic control. Z&K's responsibilities included attending and coordinating preconstruction conferences and progress meetings, providing

contract administration for proper enforcement of the contract plans and specifications, making as-built revisions, coordinating efforts between the City and the contractor, reviewing and tracking RFIs and RFCs, reviewing progress payment requests and making recommendations, providing coordination with other agencies, submitting permit and grant applications, coordinating schedules with designers, surveyors, and materials testing laboratories, ensured compliance with traffic control plans, SWPPP preparation. Z&K inspectors provided daily field observation during construction monitoring of the work, maintained accurate records of the project schedule and any accidents or claims related to construction, coordinated contractor requests for interpretation of the plans and specifications, conducted labor compliance interviews, reviewed and monitored all traffic control and public safety plans for compliance with all safety laws and regulations, enforced water quality best management practices and SWPPP compliance, and evaluated work in progress and gave weekly status reports to the City. **Contact Person: Cristina Oquendo, Project Manager | 714.754.5015**

[CITY OF COMPTON | ANNUAL CITYWIDE RESIDENTIAL STREET REHABILITATION PROJECT, PHASE 1 & PHASE 2A \(TWO SEPARATE PROJECTS\)](#)

Z&K Consultants, Inc. is providing Construction Management, Inspection, and Labor Compliance services for this Project. The scope of work consists of roadway and pavement rehabilitation, concrete improvements, asphalt overlay, construction staging, heavily travelled intersections, traffic control, clearing and grubbing, SWPPP preparation, cold mill and overlay, PCC sidewalk, manholes and utility covers, speed humps, pedestrian crossings, ADA improvements, slurry seal application, HMA pavement, ARHM overlay, AC base course, aggregate base, full depth AC slot pavement, alley intersection, driveway and driveway approach, landscaping, irrigation, adjusting manhole and utility covers to grade, water valve, water meter, street lighting, installation of loop detectors and bicycle loop detectors, traffic signal modification, adjustment of streetlight and traffic signal pull boxes to grade. Z&K inspectors perform inspections on mobilization, construction staging coordination in heavily traveled intersections, traffic control, SWPPP and erosion control. Services also include full-service construction management, pre-construction, establishing a management information system, reviewing traffic control plans, meetings, issues management, scheduling, cost control, labor compliance, reviewing RFIs and Submittals, change orders, dispute resolution, quality control/inspection, material testing services, public relations, permits/environmental compliance, progress payments, monthly staff reports, site safety, as-builts drawings, final walkthrough, and project completion reports. **Contact Person: John Strickland, Project Manager | 310.605.5505**



[CITY OF LAKE FOREST | STREET RESURFACING OF GLENN RANCH ROAD FROM PORTOLA TO EL TORO AND SLURRY SEAL ZONE F AND ARTERIAL SLURRY SEAL JERONIMO AND MUIRLANDS FROM LOS ALISOS TO BAKE \(3 SEPARATE PROJECTS\)](#)

The Z&K Team is providing Construction Management, Construction Inspection, Pre-Construction Inspection, and Contract Administration Services for these projects, which involves the street resurfacing of Glenn Ranch Road from Portola Parkway to El Toro Road, as well as the slurry seal of and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. Relevant project features include street resurfacing and rehabilitation, application of slurry seal, grinding and overlay, cold milling, concrete improvements, ARHM pavement, AC base course, aggregate base, signing, striping, markings and pavement legends, removal and replacement of PCC curb ramps, removal and replacement of PCC sidewalk, bike lane traffic loops, Type E traffic loops, dig-outs, sewer and storm drain manhole adjustments, and water valves adjustments. The Z&K team is performing construction inspection and management services, review of traffic control plans, SWPPP review and implementation, coordination of geotechnical and material testing, attending and coordination construction progress meetings, submittal and request for information review, verification of project pay item quantities, invoice review, preparing daily inspection reports, change order review, developing punch lists for the contractor, ensuring quality control and quality assurance, and assisting in public relations management. **Contact Person: Doug Erdman, Assistant City Engineer | 949.282.5233**

[CITY OF SAN MARINO | STREET REHABILITATION PROGRAM PHASE 1 & PHASE 2 \(TWO SEPARATE PROJECTS\)](#)

Z&K Consultants, Inc. provided Construction Inspection Services for this program, which consisted of citywide roadway pavement rehabilitation. The program's improvements included construction of roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, cold-milling asphalt concrete pavement and re-paving with hot mix asphalt (HMA) and asphalt rubber hot mix (ARHM), clearing and grubbing, , localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, driveways and driveway approaches, installing speed humps, adjusting utility frames and grates, inspection and replacement of sewer manholes, water valves, water meters, and storm drain manholes, preparation and implementation of SWPPP and temporary construction BMPs, and providing temporary traffic control. Z&K staff also attended and coordinated meetings with the City and contractor, performed issues management, monitored the contractor's schedule, monitored project funding, performed labor compliance, reviewed contractor's requests for information (RFIs) and submittals, reviewed potential change orders, performed dispute resolution, managed public relations, coordinated materials testing services, and observed and monitored all aspects of the project to ensure compliance with project plans and specifications. **Contact Person: Michael Throne, Director of Public Works | 619.667-1450 (Now at La Mesa)**

[CITY OF IRWINDALE | 2021-2022 RESURFACING PROJECT: RESIDENTIAL RESURFACING PHASE I – AYON AVE, CALLE DEL NORTE, PAT MIRANDA LN, CALLE DE PASEO, ALLEN DR, PROGRESS LN, CENTRAL ST & PEPPERTREE LN; P-1034](#)

Z&K provided Construction/Project Management and Inspection for this project. The project included street resurfacing, traffic control, raised crosswalks, speed humps, cold milling and AC overlay of existing asphalt concrete, construction of new curb and gutter, PCC sidewalk, installation and configuration of multiple traffic loop detectors, installation of city project signs, preservation of existing city survey monuments, adjusting manhole and utility covers to grade, installation of pavement markings and striping. Related work includes mobilization, traffic control, assisting in preparation of NPDES, local utility coordination, construction management, daily inspection, labor compliance, geotechnical and materials testing coordination. Z&K personnel coordinated the distribution of public notifications to several schools, churches, and homes affected. **Contact Person: Luis Pimentel, Project Manager | 626.430.2259 | 5050 N Irwindale Ave, Irwindale, CA 91706**

[CITY OF TORRANCE | ANZA/VISTA MONTANA/PACIFIC COAST HIGHWAY INTERSECTION IMPROVEMENTS](#)

Z&K Consultants, Inc provided inspection services for the Anza/Vista Montana/Pacific Coast Highway Intersection Improvements Project. This Project consists of construction of the Pacific Coast Highway/Anza Intersection Improvements with appurtenances as shown on City of Torrance Plan No.'s ST-1019/SD-517/C- 2019-8/TS-2019-2/ST-1019-TC; curb, gutter, sidewalk, catch basins, curb ramps, raised

medians, striping, traffic signal replacement; grind and overlay, and AC pavement; and all other incidental work in this specification document. **Contact Person: Cesar Aguilar, Project Manager | 310.618.3061 | 3031 Torrance Blvd, Torrance, CA 90503**

CITY OF CHINO | ALLEY/SANITATION REHABILITATION PROJECT

Z&K Consultants Inc. is providing Construction Management for this Project which includes removal of existing alley pavement and base section to construct new AC pavement section and ribbon gutter in multiple alleys in the City of Chino. Scope of work includes new PCC drive and alley approaches, curb and gutter, 4' PCC alley gutter, new AC pavement section over compacted crushed miscellaneous base, and the construction of several block walls. Z&K is providing preparation of submittal packages, scheduling, project management, meetings, cost control, reviewing RFIs, preparing change order proposals, permits, progress billings, subcontractor coordination, as-built drawings, and final walkthrough/closeout. **Contact Person: Maria Fraser, CIP Engineering Manager | 909.334.3310**



CITY OF ROSEMEAD | WALNUT GROVE AVE. RESURFACING PROJECT, PHASE I

Z&K Consultants, Inc. is providing Construction Management and Inspection Services for this project, which involves street resurfacing of Walnut Grove Ave., from Marshall St. to Grand Ave. in the City of Rosemead. In addition to pavement rehabilitation and street improvements, the project included intersection improvements, removal and replacement of existing AC pavement, cold mill and overlay, asphalt pothole repairs, replacement of PCC sidewalk, removal and replacement of ADA ramps, curb and gutter, bike lane and bike trail, traffic signal improvements, electrical and lighting improvements, storm drainage and sewer improvements, utility construction and coordination, installation of medians, installation of specialty and bicycle loop detectors, installation of speed humps, pedestrian crossings, and guardrail and roadway markers. The Z&K team provided construction and project management services, as well as construction inspection. Z&K's responsibilities included providing contract administration for proper enforcement of the contract plans and specifications, reviewing bonds and insurance to ensure compliance, providing engineering support, coordinating efforts between the City and the contractor, reviewing and tracking RFIs and RFCs, reviewing progress payment requests, providing coordination with other agencies, submitting permit and grant applications, coordinating schedules with designers, surveyors, and materials testing laboratories, ensured compliance with traffic control plans. **Contact Person: Okan Demirci, Project Manager | 714.319.6137 | 8838 East Valley Boulevard, Rosemead, CA 91770**

CITY OF NORWALK | CDBG LOCAL STREETS REHABILITATION PROJECT

Z&K Consultants, Inc. is providing Construction Management and Inspection services for the Local Streets Rehabilitation Project, funded by the Community Development Block Grant (CDBG) fund. The scope of work includes improvements to concrete appurtenances, including cross gutters, curb and gutters, upgrades of curb ramps to ADA standards, electrical and lighting improvements, traffic signal improvements, landscaping improvement, drainage improvements, bike lanes, underground utility coordination, conduit installation, and rehabilitation of roadway pavement conditions. The Z&K Team provided engineering support, coordinated efforts between the City and the Contractor, reviewed and tracked RFIs, RFCs, and submittals, reviewed progress payment requests, performed constructability review of the plans and specifications, reviewed the contractor's schedule, monitored overall project schedule and provided the City with updates of progress, provided public relations services, coordinated with public utilities, ensured compliance with the SWPPP, and coordinated inspection of the work. Throughout the project, Z&K Inspectors provided daily field observation during construction monitoring of the work, maintained accurate records of the project schedule and any accidents or claims related to construction, coordinated contractor requests for interpretation of the plans and specifications, conducted labor compliance interviews, reviewed and monitored all traffic control and public safety plans for compliance with all safety laws and regulations, enforced water quality best management practices and SWPPP compliance, and evaluated work in progress and gave weekly status reports to the City. **Contact Person: Raymond Velasco, Principal Civil Engineer | 562.929.5511 | 12700 Norwalk Boulevard, Norwalk, CA 90650**

CITY OF ALHAMBRA | FY 19-20 & 20-21 STREET REHABILITATION PROJECTS (TWO SEPARATE PHASES)

The Z&K Team is performing construction management services for this project, which consists of the pavement and street rehabilitation of 23 local street segments located south of Mission Road, west of Garfield Avenue, east of Atlantic Boulevard, and north of Valley Boulevard. Improvements included slurry seal treatment, varying depths of cold mill and overlay, full depth removal and reconstruction, concrete improvements such as removal and replacement of broke and off-grade sidewalk, ADA ramps that need updating, broke and off-grade curb and gutter, driveway aprons in need or repairs, and concrete cross gutter reconstruction. Z&K provided services such as shop drawing and submittal review, daily inspection and documentation, coordination with contractor, review of contractor pay applications to verify quantities, NPDES inspection and reporting, NPDES inspection and reporting, collection of material deliveries, and quality control services. **Contact Person: Robert Bias, Project Manager | 626.570.5062 | 111 South First Street, Alhambra, CA 91801**

CITY OF CHINO | ON-CALL SERVICES FOR VARIOUS STREET IMPROVEMENT PROJECTS

Z&K Consultants is providing **Construction Management, Construction Inspection, and Project Management** Services for this long-term, on-call contract for the City of Chino. The Z&K team has served a wide range of projects, which includes the following:

- 16th, 17th, & 18th St. Between Tronkeel Ave. and Tangerine Ave. Street Widening Project
- Ramona Ave. and Walnut Ave. Street Rehabilitation and Traffic Signal Modifications Project
- 11th St. Pavement Reconstruction Alley and Intersection Accessibility Project
- CDBG Alley Project and Alley/Sanitation Rehabilitation Project
- FY20/21 Alley/Sanitation Rehabilitation Project

Z&K's responsibilities included providing contract administration for proper enforcement of the contract plans and specifications, reviewing bonds and insurance to ensure compliance, providing engineering support, coordinating efforts between the City and the contractor, reviewing and tracking RFIs and RFCs, reviewing progress payment requests, providing coordination with other agencies, submitting permit and grant applications, coordinating schedules with designers, surveyors, and materials testing laboratories, ensured compliance with traffic control plans. **Contact Person: Maria Fraser, CIP Engineering Manager | 909.334.3310**



REFERENCES & STATEMENTS

REFERENCES



City of Costa Mesa
Construction Management &
Inspection Services
Nazila Mokarram, PE, Principal Civil
Engineer
77 Fair Drive, Costa Mesa, CA 92626
nmokarram@lakeforestca.gov |
714.754.5000



City of Lake Forest
Construction Management &
Inspection Services
Doug Erdman, Engineering Manager /
Assistant City Engineer
100 Civic Center Drive, Lake Forest, CA
92630
derdman@lakeforestca.gov |
949.282.5233



City of Chino
Construction Management &
Inspection Services
Amer Jakher, PE, Director of Public
Works
3220 Central Ave, Chino, CA 91710
ajakher@cityofchino.org |
909.334.3250

STATEMENTS

1. RFP for Project No. 801 0097 shall be incorporated in its entirety as a part of this Proposal.
2. This RFP and this Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. Services to be provided, and fees therefore, will be in accordance with the City's RFP. Z&K has NO additions or exceptions to the City's Request for Proposal.
4. Z&K has no the exceptions to the provisions and conditions of the RFP. We understand that no exceptions shall be taken, or modifications made regarding the Agreement.
5. Our Proposal includes qualifications applicable to this project including the names, qualifications, and proposed duties of the Z&K's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of our staff should become unavailable, Z&K may substitute other staff of at least equal competence only after prior written approval by the City.
6. Z&K acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the hourly rate fee as part of the Cost Proposal Pricing, and no additional compensation will be allowed therefor.
7. A resource allocation matrix is submitted with the proposal.
8. Z&K acknowledges and understands that Z&K will provide a qualified alternate inspector in the event of the primary inspector is not able to come to work.
9. All charges for Z&K services is a "Not-to-Exceed" fee which includes conservatively estimated reimbursable expenses, as submitted with and made a part of the Proposal.
10. Z&K will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. The hourly rate schedule is part of this Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. Z&K will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state, or local laws or regulations the strictest shall be adhered to.
14. Z&K shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
15. Z&K shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. Z&K shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. Z&K offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.



FORM ATTACHMENT A

Attachment A: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of California
(the State of the place of business)

County of Riverside
(the County of the place of business)

Crystal Fraire, PE, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is President of
(title of the person signing this form)

Z&K Consultants, Inc., the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: 
(signature)

Printed Name: Crystal Fraire, PE
(name of the person signing this form)

Title: President
(title of the person signing this form)

EXHIBIT C

CITY - SERVICES TO BE PROVIDED TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, construction drawings, specifications, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$ 449,376.00.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Capital Projects Division at email: techinfo-capproj@moval.org or calls directed to (951) 413-3120.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

September 13, 2022

City of Moreno Valley
14177 Frederick St., Moreno Valley, California

Subject: Cost Proposal - Professional Consultant Construction Management and Inspection Service, Project No. 801 0097, for Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) (Arterial and Collector Streets)

To Whom it May Concern,

Z&K Consultants Inc. (Z&K) proudly presents our cost proposal for Construction Management and Inspection Service for Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) (Arterial and Collector Streets), Project No. 801 0097. Our not-to-exceed total lump sum fee for Construction Management and Inspection Services is **\$449,376.00**.

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

Z&K has carefully selected this "A-Team" and committed our most qualified staff for the duration of the contract to deliver a successful project. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects with such benchmarks in mind. Our proposed team members are recognized as **experts** in Construction Management and Inspection services and will provide "turn-key" Construction Management and Inspection services for the City of Moreno Valley Citywide Pavement Rehabilitation Program

Below is a table with the hourly rate schedule:

Z&K Consultants, Inc Hourly Rates:

| | |
|--|----------|
| Senior Construction Manager | \$152.00 |
| Senior Street Construction Inspector | \$140.00 |
| Senior Project Manager/Office Engineer | \$138.00 |

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 90 days from the date of submittal. The payment terms shall be net thirty (30) days. **We are excited about this opportunity to serve the City of Moreno Valley and are committed to the successful completion the City's important project.**

Sincerely,



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



NOT-TO-EXCEED FEE SCHEDULE

The not-to-exceed fee amount is based on 150 working days. Our cost proposal includes 45% time for our Senior Construction Manager, Full-time (100%) for two (2) Senior Street Construction inspectors, and 20% time for our Project Manager/Office Engineer. Any additional services needed beyond the contract scope of work shall require prior approval from the City.

| PROFESSIONAL CONSULTANT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICE, PROJECT NO. 801 0097, FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM (FY 2026/27 TO FY 2030/31) (ARTERIAL AND COLLECTOR STREETS) | | | | | | |
|---|----------------------------------|---|---|---|---------------------|--|
| Task/ Classification | Construction Manager (Hrs) | Senior Street Construction Inspector (Hrs) | Senior Street Construction Inspector (Hrs) | Project Manager/ Office Engineer (Hrs) | Total Cost | |
| Hourly Rate | \$152.00 | \$140.00 | \$140.00 | \$138.00 | | |
| Task 1 - Construction Management | 528 | 0 | 0 | 240 | \$113,376.00 | |
| Task 2 - Construction Inspection | 0 | 1200 | 1200 | 0 | \$336,000.00 | |
| TOTAL | \$80,256.00 | \$168,000.00 | \$168,000.00 | \$33,120.00 | \$449,376.00 | |

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 roles and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements.



EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.