

**AGREEMENT FOR CONSTRUCTION
MANAGEMENT CONSULTANT SERVICES**

This Agreement is made and entered into this 16th day of January 2024, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and Z&K Consultants, Inc. (hereinafter referred to as the “**CONSULTANT**”).

RECITALS

WHEREAS, **CITY** requires professional construction management and inspection services for the Vista Grande Park Improvement Project, Project No. 1-P-22 ; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

**ARTICLE I
SCOPE OF SERVICES AND TERM**

1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Attachment “A” (the documents contained in Attachment “A” shall be hereinafter referred to as the “Scope of Work”).

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that **CITY** may enter into agreements similar to this Agreement with other consultants.

1.2 Term.

The term of this Agreement shall begin on January 16, 2024 and continue until completion of the work and its final acceptance by the **CITY**; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II **RESPONSIBILITIES OF CONSULTANT**

2.1 Control and Payment of Subordinates.

CITY retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

2.5 Accounting Records.

CONSULTANT shall maintain complete and accurate records with respect to costs

and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III **COMPENSATION**

3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed Six Hundred Sixty-Seven Thousand Seven Hundred Ninety Dollars (\$667,790), without written approval of **CITY'S** Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

3.2 Payment of Compensation.

CONSULTANT shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the

contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

3.5 Reimbursement for Expenses

CONSULTANT shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV **INDEMNIFICATION AND INSURANCE**

4.1 Insurance Requirements.

CONSULTANT shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by **CONSULTANT**, its agents, representatives, employees or subconsultants. **CONSULTANT** shall provide current evidence of the required insurance in a form acceptable to CITY and shall provide replacement evidence for any required insurance, which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this Section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained in Section 4.7 of this Agreement, or the extent to which **CONSULTANT** may be held responsible for payments of damages to persons or property.

A. Minimum Scope and Limits of Insurance.

1) Comprehensive General Liability Insurance to include products, completed operations, contractual liability, and independent contractors. **CONSULTANT** shall maintain comprehensive general liability insurance or an equivalent form with a limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

2) Business Automobile Liability Insurance. **CONSULTANT** shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$1,000,000 per accident for bodily injury and property damage. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3) Workers' Compensation and Employers' Liability Insurance. CONSULTANT shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 per accident.

4) Professional Liability Insurance. **CONSULTANT** shall maintain professional liability insurance with limits of not less than \$2,000,000

combined single limit per claim/aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

4.2. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the **CITY**. At the option of the **CITY**, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **CITY**, its officers, officials, employees, agents and volunteers, or the **CONSULTANT** shall provide a financial guarantee satisfactory to **CITY** guaranteeing payment of losses and related investigations, claims administration and defense expense.

4.3 Other Insurance Provisions.

A. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) **CITY**, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the **CONSULTANT**; and with respect to liability arising out of work or operations performed by or on behalf of **CONSULTANT** including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b). General liability coverage can be provided in the form of an endorsement to **CONSULTANT'S** insurance, or as a separate owner's policy.

2) For any claims related to this project, **CONSULTANT'S** insurance coverage shall be primary insurance as respects to **CITY**, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by **CITY**, its officers, officials, employees, agents or volunteers shall be excess to **CONSULTANT'S** insurance and shall not contribute with it.

3) Each insurance policy required by this clause shall be endorsed to state that **CITY** shall receive not less than thirty (30) days prior written notice of cancellation of any policies of insurance required hereunder.

B. Worker's Compensation and Employers' Liability Coverages. The workers' compensation and employers' liability policies shall be endorsed to state that the insurer agrees to waive all rights of subrogation against **CITY**, its elected officials, officers, employees, and volunteers for losses arising from the operation of **CONSULTANT** in the performance of this Agreement.

4.4. Acceptability of Insurers

Insurance is to be placed with insurers authorized to do business by the Insurance Commissioner in the State of California with a BEST's rating of no less than A+ Class X. All insurers shall be licensed by or holding admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers of proven reputation and minimum BEST's rating of no less than A- Class X may be accepted if CONSULTANT evidences the need to the sole satisfaction of CITY.

4.5. Verification of Coverage.

CONSULTANT shall furnish **CITY** with original certificates and amendatory endorsements effecting coverage required by **CITY**. The endorsements should be on forms provided by **CITY** or on other than **CITY'S** forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by **CITY** before work commences. **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

4.6. Sub-consultants:

CONSULTANT shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for sub-consultants shall be subject to all of the requirements stated herein.

4.7. Indemnification and Hold Harmless.

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** shall save, keep, indemnify, hold harmless, and defend **CITY**, and its appointed and elected officials, officers, employees, and agents, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring, arising out of, or related to the negligence, reckless or willful misconduct of **CONSULTANT**, its officers, agents or employees, including, but not limited to, its subcontractors (hereinafter collectively "**CONSULTANTS**"), in the performance of the work required pursuant to this contract, occasioned by any alleged or actual negligent acts or omissions by the **CONSULTANT**, including any such liability imposed by reason of any infringement or alleged infringement of rights of any person or persons, firm or corporation, in consequence of the use in the performance by **CONSULTANT** of the work hereunder of any article or material supplied or installed pursuant to this contract.

4.8 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

4.9 Notice of Policy Changes.

- A. All Coverages (exclusive of Professional Liability). Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to **CITY**.

Unless **CONSULTANT**'s insurer agrees to provide (30) days written notice of any changes or modifications to any policies as required by this clause, **CONSULTANT** shall provide copies of all required policies or certificates of insurance as may be requested by **CITY** to establish that such policies have not been modified or reduced in coverage or in limits.

- B. Professional Liability. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the **CITY**.

ARTICLE V **TERMINATION**

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.3 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONSULTANT** which,

at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within __ seven (7) days of **CONSULTANT's** receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at **CITY's** sole risk and without liability or legal expense to **CONSULTANT**.

ARTICLE VI **GENERAL PROVISIONS**

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: CITY ENGINEER
 CITY OF LA HABRA
 110 E. La Habra Blvd.
 La Habra, Ca. 90631

TO CONSULTANT: Att: Crystal Fraire, President
 Z&K Consultants, Inc.
 473 E. Carnegie Drive
 Suite 200
 San Bernardino, Ca 92400

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

CONSULTANT represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

CITY reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

CONSULTANT warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

CONSULTANT covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a

consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

CONSULTANT shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings,

reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

CONSULTANT shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that Z&K Consultants, Inc's personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason Crystal Fraire, PE should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF LA HABRA,
A municipal corporation

Jim Sadro, City Manager
City of La Habra

Date: _____

CONSULTANT,

Crystal Fraire, President
Z&K Consultants, Inc.

Date: _____

APPROVED AS TO FORM:

Richard D. Jones, City Attorney
City of La Habra

Date: _____

ATTEST:

Rhonda J. Barone, CMC
City Clerk
City of La Habra

Date: _____

EXHIBIT "A"
SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Our proposed personnel are local to the community and have been residents for over 20 years. We are excited to serve the City of La Habra.



CITY OF LA HABRA ENGINEERING DIVISION



REQUEST FOR PROPOSAL (RFP) CONSTRUCTION MANAGEMENT, CONSTRUCTION QUALITY ASSURANCE AND INSPECTION SERVICES FOR THE VISTA GRANDE PARK IMPROVEMENT PROJECT, PROJECT NO. 2-P-22

LETTER OF TRANSMITTAL

October 31, 2023

Albert Mendoza, PE, Deputy Director of Public Works/City Engineer
City of La Habra, Engineering Division
110 E. La Habra Boulevard, La Habra, CA 90631

Subject: Request for Proposal for Construction Management, Construction Quality Assurance and Inspection Services for the Vista Grande Park Improvement Project, Project No. 2-P-22

Dear Mr. Mendoza,

Z&K Consultants Inc. (Z&K) proudly presents our proposal to the City of La Habra for Construction Management, Construction Quality Assurance and Inspection Services for the Vista Grande Park Improvement Project.

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

Z&K is proposing the same experienced team members that successfully managed numerous park improvement projects with the same project features and improvements, including Converse Consultants as a subconsultant providing Material Testing Services. This Team works efficiently and with great comradery with City staff to achieve the community's goals. Z&K works proactively and diligently with City staff to successfully deliver projects under budget while mitigating numerous unforeseen delays. Z&K is proud to provide site walks with City staff and elected officials at any time throughout the project to discuss project progress and schedule.

Zack Faqih, PE, CBO, MSCE, QSD/P, ICC Cert. will lead the team as the Construction Manager/Resident Engineer. Z&K has carefully selected this "A-Team" and 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 key team members have over **100 combined years** of specialization experience in Construction Management and Inspection services for public agencies and have 100% commitment to the City of La Habra public works capital projects.

Our proposed Construction Manager/Resident Engineer, Zack Faqih, and our Senior Construction Inspector, Tom Dawson, are thoroughly familiar with the project and have performed a preliminary constructability review of the project plans and specs. Our team has prepared a comprehensive risk matrix for this Project. Zack Faqih, PE, QSD/P, MSCE, CBO, ICC Certified, will personally lead the Z&K Team as the Construction Manager/Resident Engineer. Mr. Faqih has a strong team of high-quality senior individuals to perform the tasks outlined in this RFP. Our senior team members have over 25 years of specialized experience in these Services and have 100% commitment to the City's Project.

In addition to extensive Park Improvement Project Experience, Zack Faqih and Tom Dawson are vastly experienced with the 2022 California Building Code and are ICC certified in all building trades. Both Zack and Tom have extensive experience working for Public Agencies for over half of their careers. Zack and Tom have held Deputy Building Official titles for various Public Agencies. The Z&K team will act seamlessly as an extension of City staff.

Zack and Tom have extensive experience in landfill remediation and rehabilitation and methane gas systems rehabilitation. Zack also worked on multiple landfill gas collection, control systems and groundwater monitoring wells. Zack has worked for the regulatory lead agencies Integrated Waste Management and the former Environmental Management Agency. Tom has knowledge with both the collection as well as the disposal of methane gas as well as remedial measures to protect habitable structures. He has supervised and inspected the removal and disposal of numerous soil contaminants to approved disposal sites.

We have created a unique staffing plan to meet the City's needs and expectations for this Project. We understand that the project is funded by a combination of State Grant Funds (Prop 68 and Cal Recycle) and local funds such as refuse, park acquisition and water enterprise funds. Our team members have prior experience with these funding sources and are recognized as experts in CM and Inspection Services.

We provided drone photos of the site to begin documenting existing conditions that can be accessed at the following link:<https://www.dropbox.com/scl/fo/5kychjbmigbux9rui3ls6/h?rlkey=fjeg8nnfu3532115vhhuyc190&dl=0>

The proposed Z&K Team are experts of Park Projects. Z&K has successfully provided similar services for over **33 Park Projects within the last 5 years,** including the following agencies:

- » City of South Gate
- » City of La Quinta
- » City of Tustin
- » City of San Bernardino
- » City of Lynwood
- » City of Lake Forest
- » City of Costa Mesa
- » City of Hemet
- » City of Chino
- » City of Beaumont

Our team members' versatile experience in similar services of major projects and staff augmentation 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 projects 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 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 for the local community. Z&K has experience with State Grant funded projects (Prop. 68 and Cal Recycle).



The City's longtime goal is to improve and expand recreational opportunities at Vista Grande Park, which included several years of planning, various studies, park design options, and public input. We understand that this City-owned site consists of 17.7 acres of undeveloped land at 1100 West Lambert Road. This site was formally operated as an Orange County-owned landfill, which has been closed for several decades. On July 15, 2019, after receiving public input and considering design options, the City Council approved a family-oriented recreational park design for Vista Grande Park.

Our team has thorough prior experience with projects funded by grant funds from Prop. 68, State of California, Natural Resources Agency. The CM/RE and Inspector have recently completed a Prop 68 funded project in the City of South Gate.

Z&K has exceptional experience providing similar services for projects for Southern California municipal agencies in the following project types/features: open play fields, a walking and running path, exercise stations, roadways and parking areas, playground equipment, an art wall, a food truck circle, an amphitheater, a drought tolerant demonstration garden, landscaping/irrigation, installation of stormwater drainage basins, tree planting, a gazebo, a volleyball court, a basketball/futsal court, picnic tables and other park amenities. We understand that the project will also make modifications to the landfill gas control system and the installation of a new landfill cap to meet regulatory agency requirements such as the California Regional Water Board (Santa Ana RWQCB), CalRecycle, and the local environmental enforcement agency (LEA).

We understand that the City received four (4) bids on August 30, 2023. The highest bid was \$16,173,160.39 and Legion, Inc. was awarded the bid at the City Council Meeting on November 16, 2023, in the amount of **\$9,998,044**. We have worked with Legion on a previous project and have a good working relationship with their Team.

Both Zack and Tom have the ICC Certifications for commercial building construction and have over 28 years each in experience in structural and masonry walls, slab on grade foundation, and different type of concrete construction and general commercial building construction. Zack is ICC certified in welding, steel, reinforced concrete, and numerous others. Tom is ICC certified in various commercial building specialty inspections including MEP. Our Team will provide construction management, construction quality assurance, and inspection services for the construction of the Vista Grande park Improvement Project, Project No. 2-P-22. We understand that services will include contract administration, construction management, inspection, utility coordination, labor compliance, public outreach, geotechnical and material testing services, and project close-out. We will provide these services in accordance with the Project documents.

The personnel identified bring specific and extensive field experience and have the qualifications required in the RFP. Our team can assist the City with all aspects of the requested services.

I will serve as the contact person for all communications pertaining to the proposal for the full duration of the contract and I am authorized to obligate the firm to fulfill the commitments contained in the proposal. Z&K understands the scope of services to be provided and has the overall ability and qualifications to conduct the work and provide services as it relates to key points in the RFP. By signing below, I attest that all information submitted is true and correct. All contains of this Proposal shall remain valid for a period of not less than 60 calendar days from the date of submittal. **Z&K acknowledges the receipt of Addendum No. 1 that was issues on October 23, 2023.** Z&K Consultants, Inc. does not have any exceptions to the language in the RFP documents.

Our CM/RE and Sr Inspector have extensive experience in landfill remediation and methane gas systems rehabilitation.

We are excited about this opportunity to serve the City of La Habra and are committed to the successful and early completion of these important project.

Sincerely,

A handwritten signature in cursive script that reads "Crystal Fraire".

Crystal Fraire, PE |President, Z&K Consultants Inc.
17130 Van Buren Blvd #122 | Riverside, CA 92504
Phone. 951.310.7470 | Fax. 949.630.3242 | cfraire@zandkconsultants.com

A. QUALIFICATIONS, RELEVANT EXPERIENCE AND REFERENCES

Z&K Consultants Inc. (Z&K) is a leading provider of construction management and construction inspection services. We are a full-service civil engineering firm specializing in professional engineering services ranging from construction management, construction inspection, project management, structural engineering, plan review, and staff augmentation. **The Z&K Team has successfully delivered over 33 park projects with local municipalities.**

Z&K Firm Information	
Firm's Name	Z&K Consultants, Inc.
Firm Certifications	DBE, SBE, WBE
Type of Firm	California C Corporation
Year Founded	2009
No. of Employees	42 Employees
Office Locations	Orange, Riverside, San Bernardino

Our team has thorough prior experience with projects funded by grant funds from Prop. 68, State of California, Natural Resources Agency. The CM/RE and Inspector have recently completed a Prop 68 funded project in the City of South Gate.

Z&K has exceptional experience providing Construction Management and Inspection services for projects for Southern California municipal agencies in the following project types/features: park improvements, playground equipment, parking lots, driveways, walking/running trails, sports courts, amphitheaters, restroom and storage buildings, planting and irrigations, lighting and security, curb, curb and gutter, sidewalk, curb ramps, striping and signage, wells, City's capital construction projects, projects in public right of way, projects on private property, utility improvements, street improvements, traffic control, traffic signal improvements, telecommunications, public facilities improvements, on-site development improvements, paving projects, drainage projects, grading projects, Storm Water Pollution Prevention, and ADA Improvements.

Our proposed key personnel are familiar with the City of La Habra's expectations and know the community well. The Z&K Team has carefully examined the project's requirements to identify key personnel best suited to deliver excellent construction management and inspection services for this project. Z&K's CM/RE and inspector are **multidisciplined** experienced in providing construction and specialty inspection services (including electrical, concrete, structural, welding, and playground equipment testing), resulting in significant cost and time savings.

The team proposed on this project have over 100 combined years of experience in construction management and construction inspection for capital improvement projects including park project, buildings, and paving. We have successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies show our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other projects.

In addition to delivering over 25 park projects each and having over 28 years of experience each, Zack, PE, QSD/P, MSCE, CBO and Tom, CBO, ICC Certified are vastly experienced with the 2022 California Building Code and are ICC certified in all building trades. Zack and Tom have held Deputy Building Official titles for various Public Agencies and understand the building improvements aspect of the project in addition to the park improvements.

Z&K has one subconsultant, Converse Consultants, for material testing services. All other scope of work including playground equipment inspection, survey QA, etc. will be performed in-house by Z&K personnel. Converse Contact: Hashmi Quazi, 951.264.3286, 2021 Rancho Dr, Suite 1, Redlands, CA 92373.

Z&K has extensive experience providing Construction Management and Inspection Services on similar projects to the City of La Habra's Project. Over the last 5 years, the Z&K team has provided these Services for the following similar contracts and projects, amongst numerous others:

- » Hollydale Community Park Improvements Project (City of South Gate) (**PROP 68 FUNDING**)
- » Gibbel Park All Wheel Skate Park (City of Hemet)
- » Jack Hammett Sports Complex Improvement Project (City of Costa Mesa)
- » Arbor Mini Parks Improvement Project (City of Lake Forest)
- » Vintage & Sundowner Parks Improvement Project (City of Lake Forest)
- » Borrego Overlook, Regency, and Rancho Serrano Parks Improvement Project (City of Lake Forest)
- » Veterans Sports Park at Tustin Legacy (City of Tustin).
- » Yvonne Burke – John Ham Park Community Center (City of Lynwood)
- » Silverrock Park Venue Site (City of La Quinta)
- » Secombe Lake Park and Perris Hills Park (City of San Bernardino)
- » Splash Pads for Four (4) Parks (City of San Bernardino)
- » Playground Equipment Replacement for Six (6) Parks (City of San Bernardino)
- » Perris Hills Park Improvements (City of San Bernardino)

These projects include funding from various sources including, bond funds, STP programs, Metro On-Call, Federal/State/Local Funding, Local Assistance Procedures Manual (LAPM).

Z&K is proud of our reputation for having seasoned construction management, project management, and inspection personnel and of the industry's recognition of our ability to deliver improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.

EXPERIENCE

Our Projects include the following similarities to the City of La Habra's upcoming project:

- ✓ Park Improvement Projects
- ✓ Playground Equipment
- ✓ Walking/running Trails
- ✓ Amphitheaters and Gazebos
- ✓ Volleyball and Basketball/Futsal Courts
- ✓ Exercise Equipment
- ✓ Open Play Fields
- ✓ Lighting and Security Systems
- ✓ Concrete Improvements
- ✓ ADA Compliant Ramps
- ✓ Slab on Grade Foundation
- ✓ Structural and Masonry Walls
- ✓ Landfill Sites (including modifications to landfill gas control systems)
- ✓ Restroom/Storage Buildings
- ✓ Roadways and Parking Lots
- ✓ Landscaping and Irrigation
- ✓ Stormwater Chambers
- ✓ Storm Drain Construction
- ✓ Landscaping & Irrigation
- ✓ Grading
- ✓ Stormwater Drainage Basins
- ✓ Tree Planting
- ✓ Fencing Installation
- ✓ Bioretention Basins
- ✓ Santa Ana RWQCB
- ✓ CalRecycle
- ✓ Local Environmental Enforcement Agency
- ✓ Construction Management
- ✓ Construction Inspection
- ✓ Contract Administration
- ✓ Playground Equipment Inspection
- ✓ Labor Compliance
- ✓ Geotechnical Testing
- ✓ Utility Coordination
- ✓ Public Outreach
- ✓ Survey

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.**

CITY OF SOUTH GATE | HOLLYDALE COMMUNITY PARK IMPROVEMENTS PROJECT

The Project is funded with **grant funds from Prop 68, State of California, and Natural Resources Agency.** The Z&K Team is providing Project Management, Construction Management, and Inspection services for the City of South Gate's Hollydale Community Improvement Project. The Project improvements include a new community center, new lighting and electrical systems, a new parking lot, concrete improvements, stormwater chambers, ADA compliant ramps, sidewalk, curb and gutter, drainage improvements, new irrigation system and landscaping, site furniture, new playground and exercise equipment,

Z&K has successfully delivered over 33 park/building improvement projects serving in a similar capacity over the past 5 years.



basketball court, CMU block wall, seatwalls planters, with brick and stone cap, stacked rock retaining walls, fence, 20'x40' shade structures, synthetic turf, sand and water play area, splash pads, water pipeline and sewer pipeline installation, construction of a new 1,675 SF community building and other miscellaneous work. Z&K is providing contract administration, construction management, inspection, utility coordination, labor compliance, public outreach, geotechnical and material testing services, and project close-out. Z&K provided a full comprehensive constructability review performed by the CM team. **Project Team: Zack Faqih, Tom Dawson, Brittany Duhn, Amber Garcia, Charles Lamb. Construction Cost: \$9.8M**

CITY OF IRWINDALE | IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV & V

The Z&K Team is providing Project Management, Construction Management, Inspection services, Labor Compliance Oversight, and Construction Surveying Services for the City of Irwindale's Irwindale Park Improvements Project. The Project improvements include demolition of existing concrete walks, concrete footings, planters, and existing roofing and framing. The work includes drainage structures, drainage line installation, site grading, fine grading, installing concrete walks. The electrical work consists of removal of the designated existing lights, including their bases, and removing and disconnecting the existing lights in the structures that will be worked on. The architectural and structural work consists of the building of new roofed BBQ/picnic shelter 1 (approx. 1,635 sf), the building of new roofed picnic shelter 2 (approx. 1,164 sf), remodel of existing restroom 1 (approx. 569 sf), and remodel of existing restroom 2. The irrigation work in Phase IV & V areas (~70,000 sf) includes installation of new points of connection, installation of new controllers, and maintaining the delivery of irrigation to the existing plants during the construction period. Z&K is providing contract administration, construction management, inspection, utility coordination, labor compliance, public outreach, and project close-out. Z&K provided a full comprehensive constructability review performed by the CM team. **Project Team: Zack Faqih, Tom Dawson, Brittany Duhn, Amber Garcia. Construction Cost: \$5.5M**



CITY OF HEMET | GIBBEL PARK ALL WHEEL SKATE PARK

The Z&K Team is providing Construction Management and Inspection services for the City of Hemet's Gibbel Park All Wheel Skate Park Improvement project. Relevant improvements within the project include constructing a skate park, landscaping, irrigation, rough and precise grading, new lighting, concrete improvements, fencing, installing a shade sail, constructing 18" x 18" concrete capped seat walls with board-deterrent notches, installation of catch basins, piping and bedding, pretreatment device and dry well, and demolition. Z&K is providing contract administration, construction management, inspection, utility coordination, labor compliance, public outreach, geotechnical and material testing services, and project close-out. Z&K provided a full comprehensive constructability review performed by the CM team. **Project Team: Zack Faqih, Brittany Duhn, Amber Garcia. Construction Cost: \$3.5M**



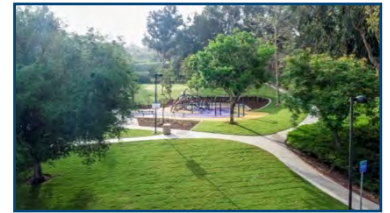
CITY OF COSTA MESA | JACK HAMMETT SPORTS COMPLEX IMPROVEMENT PROJECT



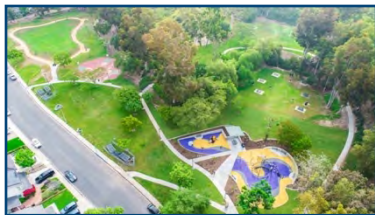
The Z&K Team provided Construction Management and Inspection services for the City of Costa Mesa's Jack Hammett Sports Complex Improvement project. Relevant improvements within the project included sports field construction, synthetic turf installation, concrete improvements, parking lot improvements including increase of parking and improved circulation, ADA improvements, electrical runs to the pull boxes for storage buildings within the complex, construction of retaining walls, block wall fencing, replacement of lighting system, irrigation improvements, landscaping, rough and precise grading, foundation improvements, construction and installation of two new storage buildings, and all electrical and mechanical work within the buildings. Z&K provided the following services: managing and coordination all aspects of the project, performing pre-construction services, coordinating field meetings and construction progress meetings, reviewing and approving contractor's construction schedule, reviewing contract change orders, maintaining monthly accounting of construction costs, reviewing and coordinating approval of shop drawings, tracking and processing submittals and requests for information, monitoring materials documentation and testing results, conducting labor compliance, participating in public outreach activities, providing full time inspection of project activities, ensuring compliance with approved PS&E, city standards, and Greenbook standards, ensuring compliance with the NPDES program and Cal OSHA requirements. **Project Team: Zack Faqih, Tom Dawson, Brittany Duhn, Amber Garcia, Charles Lamb. Construction Cost: \$3.2M**

CITY OF LAKE FOREST | ARBOR MINI PARKS AND NEIGHBORHOOD PARKS

Z&K Consultants provided Construction Management, Construction Inspection, and Contract administration for the Arbor Mini Parks and Neighborhood Park Renovations. This program includes improvements such as removal of existing hardscape, installation of new landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, erosion control, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, installation of barbecues, picnic tables, park lighting system and electrical system, installation of drinking fountains, installation of shade structures, rubber surfacing, and concrete loop walkways. **Project Team: Zack Faqih, Tom Dawson, Brittany Duhn, Amber Garcia, Charles Lamb. Construction Cost: \$4.1M**



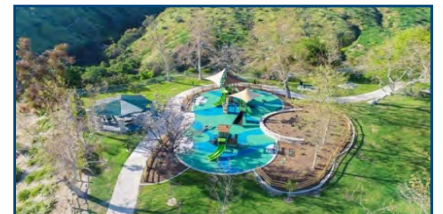
CITY OF LAKE FOREST | VINTAGE AND SUNDOWNER PARKS



Z&K Consultants provided Construction Management, Construction Inspection, and Contract administration for Sundowner and Vintage Parks. This program includes improvements such as removal of existing hardscape, installation of new landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, barbecues, picnic tables, park lighting system and electrical system, drinking fountains, shade structures, rubber surfacing, and concrete loop walkways. **Project Team: Zack Faqih, Tom Dawson, Brittany Duhn, Amber Garcia, Charles Lamb. Construction Cost: \$4.0M**

CITY OF LAKE FOREST BORREGO OVERLOOK, REGENCY, AND RANCHO SERRANO PARKS

Z&K Consultants provided Construction Management, Construction Inspection, and Contract administration for the Borrego Overlook, Regency, Rancho Serrano Parks. This program includes improvements such as removal of existing hardscape, installation of new landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, erosion control, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, installation of barbecues, picnic tables, park lighting system and electrical system, installation of drinking fountains, installation of shade structures, rubber surfacing, and concrete loop walkways. **Project Team: Zack Faqih, Tom Dawson, Brittany Duhn, Amber Garcia. Construction Cost: \$3.9M**



CITY OF TUSTIN | VETERANS SPORTS PARK AT TUSTIN LEGACY

Z&K Consultants provided Construction Management and Construction Inspection Services as a subconsultant for the City of Tustin's Veterans Sports Park at Tustin Legacy. This park is the **City of Tustin's largest park** carved from 31.5-acres. The construction for the Veterans Sports Park consisted of demolition, grading, storm drain, water, reclaimed water, and sanitary sewer installation. The sports park contains a wide variety of recreational facilities such as softball, soccer, tennis, basketball, racquetball, sand volleyball and pickleball. The park includes a passive recreation area, fitness stations, concession/restroom/storage buildings, a veteran's memorial feature, skate plaza, a parking lot, and a children's play environment. Additional relevant park features include lighting installation, retaining walls, synthetic turf, outlet structures, outdoor seating areas, ADA compliant ramps and concrete walkways, ADA compliant parking lot spaces, landscaping, and water features.



Z&K managed and coordinated all aspects of the project, performed pre-construction services, coordinated field meetings and construction progress meetings, reviewed and approved contractor's construction schedule, reviewed contract change orders, maintained monthly accounting of construction costs, reviewed and coordinated approval of shop drawings, tracked and processed submittals and requests for information, conducted labor compliance and certified payroll review, participated in public outreach activities, provided full time inspection of project activities, ensured compliance with the NPDES program and Cal OSHA requirements, coordinated materials testing services and reviewing results, coordinated with utility companies, and coordinated and conducted project closeout activities. **Project Team: Zack Faqih, Tom Dawson, Brittany Duhn, Amber Garcia Construction Cost: \$28M**

CITY OF LYNWOOD | YVONNE BURKE – JOHN HAM PARK COMMUNITY CENTER



The Project was funded with grant funds from Prop 68, State of California, Natural Resources Agency. Z&K Consultants provided Construction Management and Inspection Services for this new 8,645 SF community center and park. The project included building improvements, such as a kitchen, multipurpose rooms, administration offices, restrooms, game room, concession room, landscaping, irrigation, retaining walls, block wall fencing, site lighting, concrete walkways, water features, outdoor exercise stations, a natural grass baseball field, outdoor basketball court, covered picnic and barbecue areas, playground equipment, public restrooms, a ¼ mile ADA accessible walkway, outlet structures, and paving improvements.

The project has required close coordination with SCE, Region Water Quality Control Board, and Los Angeles County Department of Public Health. Z&K managed and coordinated all aspects of the project, performed pre-construction services, coordinated field meetings and construction progress meetings, reviewed and approved contractor's construction schedule, reviewed contract change orders, maintained monthly accounting of construction costs, reviewed and coordinated approval of shop drawings, tracked and processed submittals and requests for information, monitored materials documentation and testing results, conducted labor compliance and certified payroll review, participated in public outreach activities, provided full time inspection of project activities, ensured compliance with approved PS&E, city standards, and Greenbook standards, ensured compliance with the NPDES program and Cal OSHA requirements, coordinated materials testing services and reviewing results, coordinated with utility companies, and coordinated and conducted project closeout activities. **Project Team: Zack Faqih, Tom Dawson. Construction Cost: \$4.7M**

CITY OF LA QUINTA | SILVERROCK PARK VENUE SITE

Z&K provided Construction Management and Inspection Services for this Project, which sits on approximately 14 acres with approximately eight (8) acres of walking paths, turf, and landscaping. Construction work included precise grading, hardscape, landscaping and irrigation, stream and lake construction, furnishing and installation of lighting, decomposed granite parking lot construction, concrete ADA parking space construction, concrete and decomposed walkways, construction of a stage, installation of playground equipment, picnic and BBQ areas, park lighting, construction of an outdoor theater with seating area.



Project included traffic control, dust control, SWPPP, 6" PCC paving, 6" concrete vertical curb, 4" concrete rolled curb, over 70,000 SF of decomposed stabilized granite, concrete cross gutter, parking lot signage and striping, ADA curb ramps, ADA parking stalls, fire line, water line, headwalls, and rip rap, drinking fountains, parking lot lighting, and landscaping. Z&K personnel provided full time construction management and inspection services to ensure compliance with the contract documents, evaluated the Contractor's daily performance, coordinated and conducted pre-construction meeting, regularly scheduled construction progress meetings, tracking and reviewing RFIs and submittals, ensuring contractor's compliance with public right-of-way, performing utility coordination, monitoring

compliance with BMPs, assisting with community outreach efforts, and coordinated completion of final punch-list items, project close-out, and final inspection and walkthrough. **Project Team: Zack Faqih, Tom Dawson, Brittany Duhn, Amber Garcia. Construction Cost: \$5.4M**

CITY OF SAN BERNARDINO | PLAYGROUND EQUIPMENT REPLACEMENT FOR SIX PARKS

The Z&K Team provided Construction Management and Inspection services for this project, which consisted of park improvements to six community parks in the City of San Bernardino. Parks that received improvements included Jack Reilly Park, Encanto Park, Gutierrez Park, Colony Park, Delmann Heights Park, and La Plaza Park. Z&K oversaw the replacement of playground and exercise equipment, installation of block wall fencing, grading, irrigation and landscaping improvements, construction of a basketball courts and other sports fields, installation of barbecue and picnic areas, ADA accessible curb ramps and walkways, storm drain construction, and various concrete improvements. **Construction Cost: \$1M**



CITY OF SAN BERNARDINO | SECCOMBE LAKE PARK AND PERRIS HILLS PARK



The Z&K Team provided Construction Management and Inspection services for this project, which involved improvements to Seccombe Lake Park and Perris Hills Park in the City of San Bernardino. Z&K personnel performed constructability reviews of the project plans and specifications prior to the bid release. The project includes grading, fencing, new CMU restroom buildings, and ADA parking space construction. The project also includes landscaping and irrigation improvements, ADA sidewalk improvements, installation of playground and exercise equipment, installation of horseshoe pits, improvements to a baseball diamond, playground areas, picnic and barbecue areas, and installation of several benches. **Construction Cost: \$1.4M**

CITY OF SAN BERNARDINO | SPLASH PADS FOR FOUR PARKS

The Z&K Team provided Construction Management and Inspection for this series of park improvement projects, which involved splash pad installation for four parks; Tom Minor Park, Wildwood Park, Lytle Creek Park, and Anne Shirrels Park. Z&K oversaw the installation of splash pad and playground equipment, irrigation and landscaping improvements, grading, concrete improvements, ADA accessible ramps, improvements to lighting and electrical systems, and construction of block wall fencing.



In addition to providing constructability review during the pre-construction phase, Z&K coordinated field meetings and construction progress meetings, reviewed and approved contractor's construction schedule, reviewed contract change orders, maintained monthly accounting of construction costs, reviewed and coordinated approval of shop drawings, tracked and processed submittals and requests for information, monitored materials documentation and testing results, conducted labor compliance and certified payroll review, participated in public outreach activities, provided full time inspection of project activities, ensured compliance with approved PS&E, city standards, and Greenbook standards, ensured compliance with the NPDES program and Cal OSHA requirements, coordinated materials testing services and reviewing results, coordinated with utility companies, and coordinated and conducted project closeout activities. **Construction Cost: \$1.1M**

FINANCIAL CONDITIONS

Z&K Consultants, Inc is in sound financial condition and does not have any bankruptcy, pending litigation, planned office closures, impending merger, or any other condition that may impede its ability to complete the project.

PROJECT REFERENCES



City of
**South
Gate**

City of South Gate
Elias Saikaly, Project Manager
8650 California Ave, South
Gate, CA 90280
esaikaly@sogate.org
(562) 968-4860



City of Chino
Amer Jakher, Director of Public
Works
13220 Central Ave, Chino, CA
91710
ajakher@cityofchino.org
909.334.3250



City of Lake Forest
Nazila Mokarram, Principal
Civil Engineer
100 Civic Center Drive, Lake
Forest, CA 92630
nmokarram@lakeforestca.gov
(949) 461-3490

B. PROPOSED PROJECT TEAM

Z&K has carefully selected this "A-Team" and has committed our most qualified staff for the duration of the contract. The project team is committed 100% to this contract and all proposed personnel will be available to perform the requested services as required by the City of La Habra. **Our proposed team members have extensive experience in Construction Management, Construction Quality Assurance and Inspection services of Park 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 personnel, we can provide a cost of service well under industry standard.

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
- All licensing, training, and experience per RFP



Z&K has one subconsultant, Converse Consultants, for material testing services. All other scope of work including playground equipment inspection, survey QA, etc. will be performed in-house by Z&K personnel.

Key personnel shall be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City of La Habra. 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.

SUBCONSULTANTS | CONVERSE CONSULTANTS

 In 1946, Professor Frederick J. Converse established Converse Consultants (Converse) in Pasadena, California to provide the construction industry with geotechnical engineering and geological services. Converse is an employee-owned corporation, with 9 offices and more than 150 employees throughout the United States. Their professional and technical staff includes in-house geotechnical engineers, engineering geologists, environmental scientists, deputy inspectors, laboratory and field technicians, drafting/CAD specialists, and other specialized support personnel. Their laboratories are certified by the Division of the State Architect (DSA), California Department of Transportation (Caltrans), US Army Corps of Engineers, American Association of State Highway and Transportation Officials (AASHTO), and the Cement and Concrete Reference Laboratory (CCRL).

PROFESSIONAL AND QUALIFIED TEAM

Our proposed staffing plan has been developed to have a cost well under industry standard. Z&K Consultants, Inc. has first-hand experience on the expectations and requirements to make the City’s Projects a success. We understand the staff effort needed to complete these projects on time and within budget.

STAFFING CHART	Park Improvement Projects	Playground Equipment	Walking/Running Paths	Amphitheaters & Gazebos	Volleyball/Basketball/Futsal Courts	Open Play Fields/Exercise Stations	Roadways and Parking Areas	Art Walls & Food Truck Circles	Demonstration Gardens	Landscaping/Irrigation	Stormwater Drainage Basins	Tree Planting & Picnic Tables	Landfill Sites	Santa Ana RWQCB Coordination	Prop 68 & Cal Recycle Funding	Construction Management	Construction Inspection
Zack Faqih, PE, MSCE, QSD/P, CBO, ICC Certified Construction Manager/Resident Engineer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Tom Dawson, CBO, ICC Certified Senior Construction Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Brittany Duhn, PE, QSD/P Project Manager/Office Engineer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Amber Garcia Labor Compliance Officer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Charles Lamb, RLA Senior Licensed Landscape Architect	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Tommy Russell Regional Supervising Electrical Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Eddie Davalos Civil/Grading Senior Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

KEY PERSONNEL BIOS

Zack Faqih, PE, QSD/P, MSCE, CBO | Construction Manager/Resident Engineer (Over 26 Park Projects)



Mr. Faqih has over **32 years of experience** providing resident engineering, construction management, construction inspection, project management, and contract administration services, and has provided services **for over 26 park improvement projects**, involving building construction, playground equipment installation, lighting systems, electrical systems, concrete improvements, stormwater chambers, irrigation systems, landscaping, site furniture installation, exercise equipment installation, sports fields and courts installation, block wall fencing installation, synthetic turf installation, grading, and ADA compliance ramps.

Extensive experience with projects funded by grant funds from **Prop. 68**, State of California, Natural Resources Agency.

Mr. Faqih has extensive experience in landfill remediation and methane gas systems rehabilitation. Mr. Faqih also worked on multiple landfill gas collection, control systems and groundwater monitoring wells. Mr. Faqih has worked for the regulatory lead agencies Integrated Waste Management and the former Environmental Management Agency.

Mr. Faqih has over 32 years of experience in **structural and masonry walls, slab on grade foundation, concrete construction, and general building construction.** Mr. Faqih has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, ensure timely review of critical path method (CPM) schedule to track any changes in critical path and delays, managing multiple subconsultants and supervise inspection staff. **Zack was the Deputy Building Official for the City of Yorba Linda, City of Rialto, and the County of Orange for over 15 years.**

Mr. Faqih’s extensive list of certifications/licenses include:

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

Thomas Dawson, CBO, ICC Certified | Senior Construction Inspector (Over 25 Park Projects)



Mr. Dawson has over **28 years of experience** in public works and capital improvement projects, and has provided construction management, construction inspection, project management, and contract administration **for over 25 park improvement projects**, involving building construction, playground equipment installation, lighting systems, electrical systems, concrete improvements, stormwater chambers, irrigation systems, landscaping, site furniture installation, exercise equipment installation sports

Extensive experience with projects funded by grant funds from Prop. 68, State of California, Natural Resources Agency.

fields and courts installation, and block wall fencing installation. Mr. Dawson has over 28 years of experience in **structural and masonry walls, slab on grade foundation, and general building construction.**

Mr. Dawson has extensive experience in landfill remediation and rehabilitation and methane gas systems rehabilitation. Mr. Dawson has knowledge with both the collection as well as the disposal of methane gas as well as remedial measures to protect habitable structures. He has supervised and inspected the removal and disposal of numerous soil contaminants to approved disposal sites. Mr. Dawson is familiar with the Greenbook, Caltrans standard specifications, Caltrans standard plans and has worked on numerous projects within Caltrans ROW. **Tom was the Deputy Building Official for the County of Orange for over 12 years.**

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



Brittany Duhn, PE, QSD/P | Project Manager/Office Engineer (Over 15 Park Projects) | Ms. Duhn has extensive experience in providing project management, office engineering, construction management, contract administration, and labor compliance oversight services for public works and capital improvement projects, and has provided services **for over 15 park improvement projects**, involving building construction, playground equipment installation, lighting systems, electrical systems, concrete improvements, stormwater chambers, irrigation systems, landscaping, exercise equipment, sports fields and sports courts. **Ms. Duhn has delivered numerous projects with Prop 68 funding.**



Charles Lamb, RLA | Registered Landscape Architect (Over 35 Park Projects) | Charles has over 30 years of landscape design, construction management, and inspection experience with park projects, capital improvement projects, and Caltrans. He has been responsible for design of park projects and for observing and documenting installation of decorative hardscape features, erosion control, irrigation systems, and plant material installation. He has participated in the coordination of project construction with other trades, while promoting timely, cost effective, and high-quality results in the built environment.



Amber Garcia - Labor Compliance Officer (Over 15 Park Projects) | Ms. Garcia has extensive labor compliance experience. Ms. Garcia will perform labor compliance reviews in accordance with the Department of Industrial Relations (DIR). She will ensure the inspectors will conduct weekly field interviews with workers from each labor trade to verify that actual prevailing wages and fringe benefits distributed to workers follow applicable laws and certified payroll reports submitted by the contractor and subcontractors. She will request certified payroll reports and receipts of submission of certified payroll to the DIR from the contractor and subcontractors on a monthly basis. **Ms. Garcia is familiar with Prop 68 requirements.**



Eddie Davalos | Senior Civil/Grading Inspector (Over 14 Park Projects) | Mr. Davalos has over 25 years of experience in public works inspection, construction management, contracting, quality control, construction inspection, and management of large-scale capital improvement projects, and has successfully delivered over 14 park projects, involving concrete improvements, lighting, landscaping and irrigation, gradings improvements, intersection improvements, ADA ramp improvements, asphalt overlay, manholes and utility covers, and PCC sidewalk.



Tommy Russell | Regional Supervising Electrical Inspector (Over 12 Park Projects) | Mr. Russell has over 25 years of experience in electrical engineering. Mr. Russell is was a general foreman for a electrical contractor for over 20 years and has extensive experience in electrical inspection and construction inspection and management, specialty inspection, contracting, project management, and providing quality control and quality assurance on large-scale public works capital improvement projects including SCE coordination, park projects, lighting, traffic signal, utility relocation, roadway widenings, bridges, interchanges, freeway widenings, grade separations, bridge widenings, and street improvements.

This "A-Team" has worked together in this same capacity on multiple park improvement 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 La Habra. We are confident that our proposed "A-Team" will provide outstanding customer service and cost savings for the City.

Construction Manager/Resident Engineer



EDUCATION

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

LICENSES & REGISTRATION

- » **Professional Engineer, P.E.** State of CA, C57958
- » Certified Accessibility Inspector/Plans Examiner
- » Certified Building Official
- » Certified Plans Examiner
- » Certified Mechanical Inspector
- » Certified Plumbing Inspector
- » Certified Electrical Inspector
- » SWPPP (QSD) & (QSP) Certificate # 22055
- » OSHA 30 Hour
- » State Certified HERS Rater
- » Certified Emergency Inspector
- » C.G.B.P Certified Green Building Inspector
- » Certified Special Inspector for Fire Proofing
- » Certified Special Inspector for **Structural Welding**
- » Certified Special Inspector for **Structural Steel**
- » Certified Special Inspector for **Reinforced Concrete**

Relevant Key Highlights:

- Construction Inspection
- Construction Management
- Contract Administration
- Utility Coordination
- Labor Compliance Oversight
- Public Outreach
- Geotechnical & Materials Testing
- Project Close-Out
- Staff Augmentation
- Project Management
- Constructability Reviews
- Value Engineering
- SWPPP/NPDES Compliance
- Utility Coordination
- Agency Coordination
- CAL-OSHA Safety Compliance
- Quality Control/Quality Assurance
- Grading and Erosion Control
- Park Projects
- Restroom/Storage Buildings
- Amphitheatres and Gazebos
- Utility Coordination
- Basketball and Volleyball Courts
- New Parking Lots
- Playground Equipment Installation
- Lighting and Electrical Systems
- Concrete Improvements
- Stormwater Chambers
- Best Management Practices (BMPs)
- Landscaping and Irrigation
- Site Furniture Installation
- Exercise Equipment Installation
- Basketball Court Installation
- Seat Walls and Block Wall Fencing
- Tree Planting and Turf
- ADA Compliant Ramps
- Work-out Trails

Mr. Faqih has over 32 years of experience providing resident engineering, construction management, construction inspection, project management, and contract administration services, and has provided services **for over 26 park improvement projects**, involving building construction, playground equipment installation, lighting systems, electrical systems, concrete improvements, stormwater chambers, irrigation systems, landscaping, site furniture installation, exercise equipment installation, sports fields and courts installation, block wall fencing installation, synthetic turf installation, grading, and ADA compliance ramps. **Mr. Faqih has extensive experience in landfill remediation and rehabilitation and methane gas systems rehabilitation. Mr. Faqih also worked on multiple landfill gas collection, control systems and groundwater monitoring wells. Mr. Faqih has worked for the regulatory lead agencies Integrated Waste Management and the former Environmental Management Agency.** Mr. Faqih has also served projects involving structural and masonry walls, stud wall construction, slab on grade foundation, and concrete construction and general commercial building construction. Mr. Faqih's experience extends to interfacing and coordinating with the Caltrans-Local Assistance Program, Counties, Cities, and Funding Agencies. Mr. Faqih has over 32 years of experience in **structural and masonry walls, slab on grade foundation, concrete construction, and general building construction** He has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, ensure timely review of critical path method (CPM) schedule to track any changes in critical path and delays, managing multiple subconsultants and supervise inspection staff. **Zack was the Deputy**

Zack has successfully delivered over **26 park projects** serving in a similar capacity.

Building Official for the City of Yorba Linda, City of Rialto, and the County of Orange for over 15 years.

Relevant Project Experience

City of South Gate: Hollydale Community Park Improvements Project | Construction Manager/Resident Engineer:

The Project was funded with grant funds from **Prop 68**, State of California, Natural Resources Agency. The Project improvements include a new community center, new lighting and electrical systems, a new parking lot, concrete improvements, stormwater chambers, ADA compliant ramps, sidewalk, curb and gutter, drainage improvements, new irrigation system and landscaping, site furniture, new playground and exercise equipment, basketball court, CMU block wall, seat walls planters, with brick and stone cap, stacked rock retaining walls, fence, 20'x40' shade structures, synthetic turf, sand and water play area, splash pads, water pipeline and sewer pipeline installation, construction of a new 1,675 SF community building and other miscellaneous work.

City of Tustin: Veteran Sports Park at Tustin Legacy, Tustin, CA | Construction Manager/Resident Engineer:

This project is a **\$28M** sports community park project for the City of Tustin. This project was on a former military base with numerous types of soil contaminants including petroleum products, aviation fuels, explosives and asbestos materials. Both vapor and moisture barriers were utilized for all habitable structures which entailed the lead inspector to be trained in the installation and inspection of Drago Wrap vapor/moisture barrier. Major improvements included exercise and playground equipment installation, turf, lighting and electrical installations, basketball court and sports field construction, infrastructure improvement, drainage improvements, utility coordination, concrete improvements. The sports park contains a wide variety

of recreational facilities such as softball, soccer, tennis, basketball, racquetball, sand volleyball and pickleball. The park also includes a passive recreation area, fitness stations, concession/restroom/storage buildings, a large parking lot, slab on grade construction, retaining walls, outlet structures, outdoor seating areas, ADA compliant concrete walkways, ADA compliant parking lot spaces, landscaping, and water features.

City of Costa Mesa: Jack Hammett Sports Complex Improvement Project, Costa Mesa, CA | Construction Manager/Resident Engineer: This \$3.2M project includes various improvements to the Jack Hammett Sports Complex, a 14.5-acre park with six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves concrete flatwork, electrical runs to the pull boxes for multiple storage buildings, retaining walls, ADA compliant ramps, synthetic turf, slab on grade foundation, fencing, improvements to lighting, irrigation and landscaping, foundation improvements, construction, and installation of two new storage buildings, and electrical and mechanical work within the buildings. Mr. Faqih provided contract administration services, conducted all construction related meetings with the contractor, coordinated activities with other consultants, processed RFIs and submittals. Mr. Faqih managed and coordination all aspects of the project, performing pre-construction services, coordinating field meetings and construction progress meetings, reviewing and approving contractor's construction schedule, reviewing contract change orders, maintaining monthly accounting of construction costs, reviewing and coordinating approval of shop drawings, tracking and processing submittals and requests for information, monitoring materials documentation and testing results, conducting labor compliance and certified payroll review, participating in public outreach activities, providing full time inspection of project activities, ensuring compliance with approved PS&E, city standards, and Greenbook standards, ensuring compliance with the NPDES program and Cal OSHA requirements, coordinating materials testing services and reviewing results, coordinating with utility companies, and coordinating and conducting project closeout activities

City of Lake Forest: Arbor Mini Parks and Neighborhood Park Renovations, Lake Forest, CA | Construction Manager/Resident Engineer: This project involves major renovations to numerous parks, including the Arbor Mini Parks which include replacement of playground equipment, installation of new landscaping and irrigation, installation of block wall fencing and decorative iron fencing, installation of exercise equipment, installation of barbeque areas, park lighting, rubber surfacing, and concrete improvements. Mr. Faqih provided construction management, contract administration services, conducted all construction related meetings with the contractor, coordinated activities with other consultants, processed RFIs and submittals.

SilverRock Park Venue Site, City of La Quinta – Project Manager/Construction Manager: This Park improvement project 8 acres of walking paths, turf, and landscaping; stage; art walk; and a 3,050-square-foot storage building. Construction work includes precise grading, landscaping and irrigation, utility construction including a grinder pump, stream and lake construction with floating fountain, furnishing and installation of pump for lake, furnishing and installation of lighting, decomposed granite parking lot construction, concrete ADA parking space construction, concrete and decomposed walkways, construction of a stage, outlet structures, retaining walls, construction of an outdoor theater with seating area.

Yvonne Burke John Ham Park & Community Center, City of Lynwood – Project Manager/Construction Manager: Providing construction management agency services for this new 36,000 sf park and community center. The project included educational classrooms, multi-purpose rooms, exercise and wellness center, commercial kitchen. The foundation system was a unique mat foundation. This project was designed for a silver LEED rating and is on track for gold attainment. Project progress is being monitored for compliance with special funding under state proposition 84 requirements. Project technical features include concrete walkways, curb ramps, landscaping, irrigation, lighting, community center, restrooms, retaining walls, parking lot, curb and gutter, site fencing, mass and precise grading, and utility installation.

City of Lake Forest: Vintage and Sundowner Parks, Lake Forest, CA | Construction Manager/Resident Engineer
This project included the construction management and inspection services of two park improvements, Vintage and Sundowner Parks. This program includes improvements such as removal of existing hardscape, installation of new landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, erosion control, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, installation of barbecues, picnic tables, park lighting system and electrical system, installation of drinking fountains, installation of shade structures, rubber surfacing, and concrete loop walkways. Mr. Faqih managed and coordinated all aspects of the project, performing pre-construction services, coordinating field meetings and construction progress meetings, reviewing and approving contractor's construction schedule, reviewing contract change orders, maintaining monthly accounting of construction costs, reviewing and coordinating approval of shop drawings, tracking and processing submittals and requests for information, monitoring materials documentation and testing results, conducting labor compliance and certified payroll review, participating in public outreach activities, providing full time inspection of project activities, ensuring compliance with approved PS&E, city standards, and Greenbook standards, ensuring compliance with the NPDES program and Cal OSHA requirements, coordinating materials testing services and reviewing results, coordinating with utility companies, and coordinating and conducting project closeout activities.

City of Lake Forest: Borrego Overlook, Regency, and Rancho Serrano Parks, Lake Forest, CA | Construction Manager/Resident Engineer: This project included the construction management and inspection services of three park improvements, Borrego Overlook, Regency, and Rancho Serrano Parks. This program includes improvements such as removal of existing hardscape, installation of new landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, erosion control, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, installation of barbecues, picnic tables, park lighting system and electrical system, installation of drinking fountains, installation of shade structures, rubber surfacing, and concrete loop walkways.

Senior Construction Inspector



LICENSES & REGISTRATION

- » International Code Counsel Certifications
- » Building Plan Examiner
- » California **Commercial Combination** Inspector
- » 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
- Contract Administration
- Utility Coordination
- Labor Compliance Oversight
- Public Outreach
- Geotechnical & Materials Testing
- Project Close-Out
- Staff Augmentation
- Project Management
- Constructability Reviews
- Value Engineering
- SWPPP/NPDES Compliance
- Utility Coordination
- Agency Coordination
- CAL-OSHA Safety Compliance
- Quality Control/Quality Assurance
- Grading and Erosion Control
- Park Projects
- Restroom/Storage Buildings
- Amphitheaters and Gazebos
- Utility Coordination
- Basketball and Volleyball Courts
- New Parking Lots
- Playground Equipment Installation
- Lighting and Electrical Systems
- Concrete Improvements
- Stormwater Chambers
- Best Management Practices (BMPs)
- Landscaping and Irrigation
- Site Furniture Installation
- Exercise Equipment Installation
- Basketball Court Installation
- Seat Walls and Block Wall Fencing
- Tree Planting and Turf
- ADA Compliant Ramps
- Work-out Trails

Mr. Dawson has over 28 years of experience in public works and capital improvement projects, and has provided construction management, construction inspection, project management, and contract administration **for over 25 community park improvement projects**, involving building construction, playground equipment installation, lighting systems, electrical systems, concrete improvements, stormwater chambers, irrigation systems, landscaping, site furniture installation, exercise equipment installation sports fields and courts installation, and block wall fencing installation. Mr. Dawson has a thorough understanding of Cal-OSHA practices and procedures, ADA and Caltrans ADA requirements, as well as extensive knowledge of Caltrans construction practices. **Mr. Dawson has extensive experience in landfill remediation and rehabilitation and methane gas systems rehabilitation. Mr. Dawson has knowledge with both the collection as well as the disposal of methane gas as well as remedial measures to protect habitable structures. He has supervised and inspected the removal and disposal of numerous soil contaminants to approved disposal sites.** Additionally, Mr. Dawson is familiar with the Greenbook, Caltrans standard specifications, Caltrans standard plans and has worked on numerous projects within Caltrans ROW. Mr. Dawson has over 28 years of experience in **structural and masonry walls, slab on grade foundation, and general building construction. Tom was the Deputy Building Official for the County of Orange for over 12 years.**

Tom has successfully delivered over **25 park projects** serving in a similar capacity.

methane gas systems rehabilitation. Mr. Dawson has knowledge with both the collection as well as the disposal of methane gas as well as remedial measures to protect habitable structures. He has supervised and inspected the removal and disposal of numerous soil contaminants to approved disposal sites. Additionally, Mr. Dawson is familiar with the Greenbook, Caltrans standard specifications, Caltrans standard plans and has worked on numerous projects within Caltrans ROW. Mr. Dawson has over 28 years of experience in **structural and masonry walls, slab on grade foundation, and general building construction. Tom was the Deputy Building Official for the County of Orange for over 12 years.**

Relevant Project Experience

City of Lake Forest: Arbor Mini Parks and Neighborhood Park Renovations, Lake Forest, CA | Senior Construction Inspector: This project involves major renovations to numerous parks, including the Arbor Mini Parks, Vintage Park, Sundowner Park, Borrego Overlook Park, Regency Park, and Rancho Serrano Park. Improvements include replacement of playground equipment, installation of new landscaping and irrigation, installation of block wall fencing and decorative iron fencing, installation of exercise equipment, installation of barbeque areas and picnic tables, park lighting, rubber surfacing, and concrete improvements. Mr. Dawson provided full-time inspection, prepared daily diaries, provided digital images of progress to the City, reviewed compliance with the SWPPP, oversaw materials testing services, participated in public outreach, attended all construction progress meetings, and provided coordination with City and Contractor.

City of San Bernardino: Seccombe Lake Park and Perris Hills Park, San Bernardino, CA | Senior Construction Inspector: The project includes installation of new playground structures, fencing, new CMU restroom buildings, multi-use trails, sidewalk, curb and gutter, curb ramps, utility construction including water, sewer, storm drain, electrical, and irrigation, drinking fountains, benches, and ADA parking space construction. The project also includes landscaping and irrigation. Mr. Dawson provided full-time inspection, prepared daily diaries, provided digital images of progress to the City, reviewed compliance with the SWPPP, oversaw materials testing services, participated in public outreach, attended all construction progress meetings, and provided coordination with City and Contractor.

City of La Quinta: SilverRock Park Venue Site, La Quinta, CA | Senior Construction Inspector: This project involved improvements to the 14-acre SilverRock Park Venue site, which includes eight acres of walking paths, synthetic turf, and landscaping, stage, art walk, and a 3,050-square-foot storage building. Construction work includes landscaping and irrigation, furnishing and installation of pump for lake, lighting installation, installation of electrical pull boxes, utility

coordination, concrete and decomposed walkways, PCC paving, restroom building, ramp, railing, decorative pavers, drinking fountains and picnic areas, retaining walls, and construction of an outdoor theater with seating area. Mr. Dawson provided full-time inspection, prepared daily diaries, provided digital images of progress to the City, reviewed compliance with the SWPPP, oversaw materials testing services, participated in public outreach, attended all construction progress meetings, and provided coordination with City and Contractor.

City of Tustin: Veteran Sports Park at Tustin Legacy, Tustin, CA | Senior Construction Inspector: This project is a \$28M sports community park project for the City of Tustin. This project was on a former military base with numerous types of soil contaminants including petroleum products, aviation fuels, explosives and asbestos materials. Both vapor and moisture barriers were utilized for all habitable structures which entailed the lead inspector to be trained in the installation and inspection of Drago Wrap vapor/moisture barrier. Major improvements included exercise and playground equipment installation, turf, lighting and electrical installations, basketball court and sports field construction, concession/restroom/storage buildings, drainage, utility relocation, and concrete improvements. The sports park contains a wide variety of recreational facilities such as softball, soccer, tennis, basketball, racquetball, sand volleyball and pickleball. The park also includes fitness stations, skate plaza, and a large parking lot, retaining walls, outlet structures, seating areas, ADA compliant concrete walkways, ADA compliant parking lot spaces, and landscaping.

Bolsa Chica Wetlands Development, Huntington Beach, CA | Lead Inspector: This project was a 800 home development at the Bolsa Chica Wetlands. This required me to have full training for the application and inspection for the **methane barrier** sprayed material Liquid Boot. Worked closely with the O.C.F.A for inspections and approval for this methane barrier. This project also included the inspection and approval for explosion proof electrical fittings and electrical underground service connections.

Wilshire Blvd 5-Story Commercial/Residential Development, Los Angeles, CA | Project Manager/IOR: This project was a 5 story mixed use commercial / residential development that utilized Liquid Boot for the **methane barrier** as well as explosive proof fittings for electrical switchgear as well as the electrical service connections. Mr. Dawson worked with L.A.F.D for inspections and approvals of the application of Liquid Boot.

Brea Landfill Methane to Electrical Power Station, Brea, CA | Lead Inspector: for a methane gas powered electrical generating power plant. This project included modifications to the **methane collection system** as per the engineer of record as well as methane collection and disposal systems, burn off stations.

City of Costa Mesa: Jack Hammett Sports Complex Improvement Project, Costa Mesa, CA | Senior Construction Inspector: This \$3.2M project includes various improvements to the Jack Hammett Sports Complex, a 14.5-acre park with six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves concrete flatwork, electrical runs to the pull boxes for multiple storage buildings, retaining walls, ADA compliant ramps, synthetic turf, slab on grade foundation, fencing, improvements to lighting, irrigation and landscaping, foundation improvements, construction, and installation of two new storage buildings, and electrical and mechanical work within the buildings. Mr. Dawson provided full-time inspection, prepared daily diaries, provided digital images of progress to the City, reviewed compliance with the SWPPP, oversaw materials testing services, participated in public outreach, attended all construction progress meetings, and provided coordination with City and Contractor.

City of South Gate: Hollydale Community Park Improvements Project | Senior Construction Inspector: The Project was funded with grant funds from **Prop 68**, State of California, Natural Resources Agency. The Project improvements include a new community center, new lighting and electrical systems, a new parking lot, concrete improvements, stormwater chambers, ADA compliant ramps, sidewalk, curb and gutter, drainage improvements, new irrigation system and landscaping, site furniture, new playground and exercise equipment, basketball court, CMU block wall, seat walls planters, with brick and stone cap, stacked rock retaining walls, fence, 20'x40' shade structures, synthetic turf, sand and water play area, splash pads, water pipeline and sewer pipeline installation, construction of a new 1,675 SF community building and other miscellaneous work. Mr. Dawson provided full-time inspection, prepared daily diaries, provided digital images of progress to the City, reviewed compliance with the SWPPP, oversaw materials testing services, participated in public outreach, attended all construction progress meetings, and provided coordination with City and Contractor.

Yvonne Burke John Ham Park & Community Center, City of Lynwood – Senior Construction Inspector: Providing construction management agency services for this new 36,000 sf park and community center. The project included educational classrooms, multi-purpose rooms, exercise and wellness center, commercial kitchen. The foundation system was a unique mat foundation. This project was designed for a silver LEED rating and is on track for gold attainment. Project progress is being monitored for compliance with special funding under state proposition 84 requirements. Project technical features include concrete walkways, curb ramps, landscaping, irrigation, lighting, community center, restrooms, retaining walls, parking lot, curb and gutter, site fencing, mass and precise grading, and utility installation. M

City of Lake Forest: Borrego Overlook, Regency, and Rancho Serrano Parks, Lake Forest, CA | Senior Construction Inspector: This project included the construction management and inspection services of three park improvements, Borrego Overlook, Regency, and Rancho Serrano Parks. This program includes improvements such as removal of existing hardscape, installation of new landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, erosion control, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, installation of barbecues, picnic tables, park lighting system and electrical system, installation of drinking fountains, installation of shade structures, rubber surfacing, and concrete loop walkways.

Project Manager/Office Engineer



EDUCATION

» BSCE – Civil Engineering
California State
Polytechnic
University, Pomona

LICENSES & REGISTRATION

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

Relevant Key Highlights:

- Construction Inspection
- Construction Management
- Contract Administration
- Utility Coordination
- Labor Compliance Oversight
- Public Outreach
- Geotechnical & Materials Testing
- Project Close-Out
- Staff Augmentation
- Project Management
- Constructability Reviews
- Value Engineering
- SWPPP/NPDES Compliance
- Utility Coordination
- Agency Coordination
- CAL-OSHA Safety Compliance
- Quality Control/Quality Assurance
- Park Projects
- Amphitheaters and Gazebos
- Utility Coordination
- Basketball and Volleyball Courts
- New Parking Lots
- Playground Equipment Installation
- Lighting and Electrical Systems
- Concrete Improvements
- Stormwater Chambers
- Best Management Practices (BMPs)
- Landscaping and Irrigation
- Site Furniture Installation
- Exercise Equipment Installation
- Basketball Court Installation
- Seat Walls and Block Wall Fencing
- Tree Planting and Turf
- Grading and Erosion Control
- ADA Compliant Ramps
- Work-out Trails

Ms. Duhn has extensive experience in providing project management, office engineering, construction management, contract administration, and labor compliance oversight services for public works and capital improvement projects, and has provided services **for over 15 community park improvement projects**, involving building construction, playground equipment installation, lighting systems, electrical systems, concrete improvements, stormwater chambers,

Brittany has successfully delivered over 15 park projects serving in a similar capacity.

irrigation systems, landscaping, site furniture installation, exercise equipment installation sports fields and courts installation, and block wall fencing installation. These are great testaments of Ms. Duhn' managerial and oversight project experience. She gained tremendous experience in the design, operations, and maintenance by working closely with various stakeholders. Ms. Duhn has thorough knowledge of submittals, RFIs, and CCO review, project filing, daily reporting, quantity tracking, and project coordination. She is experienced in developing and maintaining project files, processing progress payments, and maintaining various logs, including submittals, RFIs, and correspondences.

Relevant Project Experience

City of South Gate: Hollydale Community Park Improvements Project | Project Manager/Office Engineer: The Project was funded with grant funds from Prop 68, State of California, Natural Resources Agency. The Project improvements include a new community center, new lighting and electrical systems, a new parking lot, concrete improvements, stormwater chambers, ADA compliant ramps, sidewalk, curb and gutter, drainage improvements, new irrigation system and landscaping, site furniture, new playground and exercise equipment, basketball court, CMU block wall, seat walls planters, with brick and stone cap, stacked rock retaining walls, fence, 20'x40' shade structures, synthetic turf, sand and water play area, splash pads, water pipeline and sewer pipeline installation, construction of a new 1,675 SF community building and other miscellaneous work.

City of Costa Mesa: Jack Hammett Sports Complex Improvement Project, Costa Mesa, CA | Project Manager/Office Engineer: This \$3.2M project includes various improvements to the Jack Hammett Sports Complex, a 14.5-acre park with six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves concrete flatwork, electrical runs to the pull boxes for multiple storage buildings, retaining walls, fencing, improvements to lighting, irrigation and landscaping, foundation improvements, construction, and installation of two new storage buildings, and electrical and mechanical work within the buildings. Ms. Duhn coordinated preconstruction and construction meetings, provided engineering support, reviewed RFIs and submittals, reviewed progress payment requests to the City, and provided necessary coordination with other agencies.

City of Lake Forest: Arbor Mini Parks and Neighborhood Park Renovations, Lake Forest, CA | Project Manager/Office Engineer: This project involves major renovations to numerous parks, including the Arbor Mini Parks, Vintage Park, Sundowner Park, Borrego Overlook Park, Regency Park, and Rancho Serrano Park. Improvements include replacement of playground equipment, installation of new landscaping and irrigation, installation of block wall fencing and decorative iron fencing, installation of exercise equipment, installation of barbecue areas and picnic tables, park lighting, rubber surfacing, and concrete improvements. Ms. Duhn coordinated preconstruction and construction meetings, provided engineering support, reviewed RFIs and submittals, reviewed progress payment requests to the City, and provided necessary coordination with other agencies.

City of San Bernardino: Playground Equipment Replacement for Six Parks, San Bernardino, CA | Project Manager/Office Engineer: This series of playground improvement projects includes play structure replacements for six parks. Improvements included playground equipment removal & installation, and ADA concrete improvements. The project also includes landscaping and irrigation improvements, ADA improvements to parking lots, installation of picnic and barbecue areas, walkways, basketball court, and biking trails. Ms. Duhn scheduled and coordinated the preconstruction and construction meetings, assisted the contractor and City with community outreach and public relations efforts, monitored and reported on the status of the project construction budget, ensured that all prevailing wage requirements were met, reviewed the contractor's requests for change orders and submitted recommendations to the City.

CHARLES S. LAMB, RLA

Senior Landscape Inspector



EDUCATION

- » Associate of Liberal Arts Degree, Fullerton College, California – 1983 – President’s Honor Roll
- » Bachelor of Science Degree in Landscape Architecture at Cal Poly Pomona - 1987

LICENSES & REGISTRATION

- » Licensed Landscape Architect – CA #3098-1989
- » LDA Foundation Design Competition, 1985
- » California First Runner-up Residential Design Division Volunteer Consultant to “The Tree People”, 1986 – 1987
- » Landscape Design Award, 1999
- » Commercial Design Division City of Rancho Cucamonga Award of Excellence, 2002 and 2004
- » Retail Design Division

landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, erosion control, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, installation of barbecues, picnic tables, park lighting system and electrical system, installation of drinking fountains, installation of shade structures, rubber surfacing, and concrete loop walkways.

City of Lake Forest: Borrego Overlook, Regency, and Rancho Serrano Parks, Lake Forest, CA | Senior Landscape Inspector: This project included the construction management and inspection services of three park improvements, Borrego Overlook, Regency, and Rancho Serrano Parks. This program includes improvements such as removal of existing hardscape, installation of new landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, erosion control, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, installation of barbecues, picnic tables, park lighting system and electrical system, installation of drinking fountains, installation of shade structures, rubber surfacing, and concrete loop walkways.

City of Anaheim: Handel Stadium, Anaheim, CA | Landscape Architect: Construction Document Preparation for Western High School’s Handel Stadium Football Field – Planting and Irrigation Plans.

City of Northridge: Minimed / Medtronics Biotechnical Facility, Northridge, CA | Landscape Architect: Conceptual and Construction Document Preparation – Planting, Irrigation, and Elaborate Water Features, Hardscape and Accessibility Design of Biotechnical Research and Manufacturing Facility Joint Venture with Cal State Northridge.

Mr. Lamb is a licensed landscape architect that has over 30 years of field and administrative experience in all phases of landscape construction and design. **He has extensive park improvement experience as well as roadway and Caltrans landscape inspection experience. He has successfully delivered over 35 park projects.** He is licensed and has practiced in Nevada, Arizona, Virginia, and Utah. Mr. Lamb has a keen understanding of the individual climate, character, and construction practices of each region of Southern California and beyond. As a licensed landscape architect, he has provided services to well-known varied companies such as: Lowe’s, Pier I Imports, Bircher Development, Western Realco, Lennar Partners, Alere, Amazon, Starbuck’s, Del Taco, Jaguar/Land Rover, Toyota, New Balance, K-Swiss, Majestic Realty, Hutton Development, Catellus, Mann Biomedical, Best Buy, Expo Design Center, McDonald’s, Rally’s, Lexus, BMW, Keyes Automotive, Springhill Suites, Holiday Inn, Winco Foods, Auto Zone, as well as Caltrans, and the cities of Los Angeles, Buena Park, Upland, Rancho Cucamonga, Santa Fe Springs, and Fullerton.

Relevant Project Experience

City of Fullerton: Acacia Park Play Area Project, Fullerton, CA | Landscape Architect: Construction Document Preparation –Coordination w/ City Staff to develop Design – Planting, Irrigation, and Hardscape, and Accessibility Design – Prepared Successful Application for California State Grant to Subsidize Playground Surface Material.

City of Los Angeles: Harbor Elementary School, Los Angeles, CA | Landscape Architect: Conceptual Landscape and Construction Document Preparation for Upgrades to Paved Play Areas and Landscape – Planting, Irrigation, and Hardscape.

City of Lake Forest: Vintage and Sundowner Parks, Lake Forest, CA | Senior Landscape Inspector:

This project included the construction management and inspection services of two park improvements, Vintage and Sundowner Parks. This program includes improvements such as removal of existing hardscape, installation of new

City of Upland: College Park Mixed-Use Project, Upland, CA | Landscape Architect: Master Planning, Conceptual Landscape and Construction Document Preparation – Planting, Irrigation, Accessibility, Fine Grading, Multiple Water Features, and Hardscape, along with Public Park and Streetscape for Large Scale Multi-Family Faculty and Student Residential, Retail and Commercial Mixed-Use Development in Conjunction with City of Upland

City of Costa Mesa: Jack Hammett Sports Complex Improvement Project, Costa Mesa, CA | Senior Landscape Inspector: This \$3.2M project includes various improvements to the Jack Hammett Sports Complex, a 14.5-acre park with six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves concrete flatwork, electrical runs to the pull boxes for multiple storage buildings, retaining walls, ADA compliant ramps, synthetic turf, slab on grade foundation, fencing, improvements to lighting, irrigation and landscaping, foundation improvements, construction, and installation of two new storage buildings, and electrical and mechanical work within the buildings.

City of Moreno Valley | SR-60/Nason St. Interchange | Senior Landscape Inspector | Project includes replacement of the SR 60/Nason Street overcrossing structure, widening of Nason Street from Fir Avenue to Elder Avenue, modification of the intersection and traffic signals at the intersections of the eastbound/ westbound ramps and Nason Street, completion of auxiliary lanes, coordination of utility relocations, installation of landscaping, irrigation and hardscape, construction of a soundwall between Elder Avenue and SR-60.

City of Riverside | I-215/Van Buren Interchange Improvement | Senior Landscape Inspector | The project included replacing existing realignment of Van Buren Boulevard, new overcrossing bridge over I-215 freeway, new hook-type ramp, auxiliary lanes added to the mainline and the southbound main lane on I-215, retaining wall, traffic signals, drainage improvements, landscaping, ADA ramps, sidewalks, median barrier, traffic striping and markings. Mr. Lamb was the operation manager for landscape related services provided on this project. Performed Inspection Services for Construction of Rock Blankets, Colored Concrete Decorative Paving at On and Offramps, Colored Concrete “Jet Fighter” Silhouettes, Irrigation System, Planting of Trees, and Application of Hydroseeded Plants. Also Inspected Preservation and Transplantation of Existing Palm Trees at Nearby Air Museum. Worked with CalTrans District 8, County of Riverside, Eastern Municipal Water District, and March Air Base Joint Powers Authority.

City of Ontario: 60 Freeway Landscape Improvements, near Archibald | Landscape Architect: Project involved the design, installation, inspection, observation of all landscape related services on this 350’ of freeway landscape north side of 60 Freeway near Archibald.

City of Van Nuys: 101 Freeway Landscape, Landscape Architect: Provided Irrigation and Planting Construction Documents on this 600’ of freeway slope landscape side of the 101 near Winnetka.

City of Rancho Cucamonga | Milliken Avenue Median, Foothill Blvd. to Arrow Route, Landscape Architect: Provided hardscape, irrigation, planting concept plans and construction documents to this 2,600’ of landscaped street median.

SR60 Moreno Beach Drive Interchange – Moreno Valley, CA | Landscape Inspector | Performed Inspection Services for Construction of Rock Blankets at On and Offramps and Colored Stamped Concrete on Ranchero Road Median. Also Managed Hydroseed Submittals, Approvals, and Testing. Worked with CalTrans District 8 – Completed 2013

SR60 Nason Street Interchange – Moreno Valley, CA | Landscape Inspector | (2014 Project of the Year Award from the American Public Works Association) Performed Inspection Services for Construction of Rock Blankets at On and Offramps, Over One Acre of Colored Stamped Concrete Decorative Paving, Colored Stamped Concrete on Nason Street Median, Irrigation System, Planting of Trees and Shrubs, and Application of Hydroseeded Plants. Worked with CalTrans District 8 and City of Moreno Valley – Completed 2014

I15 Ranchero Road Interchange – Hesperia, CA | Senior Landscape Inspector:

Performed Inspection Services for Construction of Rock Blankets at On and Offramps and Colored Stamped Concrete on Ranchero Road Median. Worked with CalTrans District 8 – Completed 2015

I-15/SR-79 Temecula Parkway Interchange – Temecula, CA | Senior Landscape Inspector:

Performing Inspection Services for Construction of Irrigation System, Planting of Trees, Shrubs, and Hydroseed, Concrete Separation Strip, and Rock Blankets at On and Offramps. Working with City of Temecula, CalTrans District 8 – Under Construction 2019

I-15/Limonite Interchange – Temecula, CA | Senior Landscape Inspector:

Performing Inspection Services for Construction of Irrigation System, Planting of Trees, Shrubs, and Hydroseed, Concrete Separation Strip, and Rock Blankets at On and Offramps. Working with cities of Jurupa Valley and Eastvale, CalTrans D8. The project scope was to construct railroad grade separation at the BNSF Railroad and Magnolia Avenue at Grade crossing including a new four-lane overhead structure (bridge) over existing BNSF tracks supported by 9 bents and 2 abutments. Substructure comprises of 13’ diameter x 88’-~100’ deep CIDH piles (total 18 CIDH piles @ 2 piles per bent). Both bridge approaches are supported by Retaining Walls/MSE Walls systems on both ends, multiple walls systems for pedestrian and vehicular support. Construction of temporary MSE walls, concrete paving, installation of guard rails, drainage improvements, staging, traffic control procedures, shoring and casing support system to facilitate construction of CIDH piling, stage construction on both approaches.

Labor Compliance Officer



EDUCATION

- » Bachelor of Business Administration – Long Beach State University

LICENSES & REGISTRATION

- » 30-Hr. Cal OSHA
- » Defensive Driving Training

Relevant Key Highlights:

- Office Engineering
- Document Control
- Labor Compliance
- Construction Management
- Construction Inspection
- Materials Testing Coordination
- Contract Administration
- Quality Assurance/Quality Control
- Agency Coordination
- Encroachment Permits
- Public Outreach Management
- Request for Information Review
- Submittal Review
- Change Order Review
- Value Engineering
- Certified Payroll Review
- Safety Compliance
- SWPPP/NPDES Compliance
- Community Workforce Agreement
- Project Labor Agreement
- Capital Improvement Projects
- Park Improvement Projects
- Lighting Improvements
- Landscaping Improvements
- Sewer Improvements
- Storm Drainage Improvements
- Pipeline Improvement Projects
- Street Improvements
- Sidewalk Improvements
- Traffic Signal Improvements
- Private Land Development
- Private Residential Developments
- Subdivisions
- Commercial Shopping Centers
- Parks and Facilities Improvements
- Underground Utilities
- Traffic Control

Ms. Garcia is a highly motivated office engineer with great enthusiasm and eagerness to learn new methods and construction techniques. Ms. Garcia has served in the capacity of Document Control, Labor Compliance Officer, and Office Engineer for numerous capital

improvement projects. She is a critical thinker with great attention to detail. She is experienced in setting up and maintaining project files, maintaining Caltrans filing system, certified payroll reporting, processing progress payments, and maintaining various logs, including submittals, RFI's, correspondence, etc. She is proficient with various computer software including Procore, EADOC, and primavera. Ms. Garcia is an excellent team player, is self-motivated, and has excellent qualities. She has excellent writing & communication skills. Ms. Garcia is a dedicated professional with an abundance of energy and enthusiasm. She is a great presenter and communicator.

Relevant Project Experience

City of Norco | Riverside County Transportation Department: Hamner Avenue Bridge and Widening Construction Project | Labor Compliance | This project includes widening of Hamner Avenue from four to six lanes and the replacement of the Hamner Avenue bridge, with a state of the art structural, seismic, and hydraulic designed bridge, including six 12ft wide vehicle lanes, 4ft median and shoulders, and a 12ft wide multipurpose trail. Improvements include concrete paving, AC, JCPC, CRCP, drainage improvements, staffing, and traffic control procedures. Ms. Garcia set up and maintained project files, participated in weekly construction progress meetings, reviewed inspectors' daily reports, conducted spot interviews with employees on the project, ensured that the contractor and subcontractors submitted certified payroll and owner operator listings, and spot-checked payrolls to ensure compliance with David Bacon and state prevailing wage rates.

City of San Bernardino: Playground Equipment Replacement for Six Parks, San Bernardino, CA | Labor Compliance Officer: This series of playground improvement projects includes play structure replacements for six parks. Improvements included playground equipment removal & installation, and ADA concrete improvements. The project also includes landscaping and irrigation improvements, ADA improvements to parking lots, installation of picnic and barbecue areas, walkways, basketball court, and biking trails. Mr. Garcia provided labor compliance for the project including verifying certified payroll, employee interviews, verification of Fringe Benefit Statement, DAS 140 & 142, Checklist of Labor Law Requirements, CPRs, Trust Fund Contribution Report and Cancelled Check, Apprenticeship Certification, and Employee Authorization for Payroll Deductions.

City of San Bernardino: Seccombe Lake Park and Perris Hills Park, San Bernardino, CA | Labor Compliance Officer: The project includes installation of new playground structures, fencing, new CMU restroom buildings, multi-use trails, sidewalk, curb and gutter, curb ramps, utility construction including water, sewer, storm drain, electrical, and irrigation, drinking fountains, benches, and ADA parking space construction. The project also includes landscaping and irrigation. Mr. Garcia provided labor compliance for the project including verifying certified payroll, employee interviews, verification of Fringe Benefit Statement, DAS 140 & 142, Checklist of Labor Law Requirements, CPRs, Trust Fund Contribution Report and Cancelled Check, Apprenticeship Certification, and Employee Authorization for Payroll Deductions.

City of La Quinta: SilverRock Park Venue Site, La Quinta, CA | Labor Compliance Officer: This project involved improvements to the 14-acre SilverRock Park Venue site, which includes eight acres of walking paths, synthetic turf, and landscaping, stage, art walk, and a 3,050-square-foot storage building. Construction work includes landscaping and irrigation, furnishing and installation of pump for lake, lighting installation, installation of electrical pull boxes, utility coordination, concrete and decomposed walkways, PCC paving, restroom building, ramp, railing, decorative pavers, drinking fountains and picnic areas, retaining walls, and construction of an outdoor theater with seating area. Mr. Garcia provided labor compliance for the project including verifying certified payroll, employee interviews, verification of Fringe Benefit Statement, DAS 140 & 142, Checklist of Labor Law Requirements, CPRs, Trust Fund Contribution Report and Cancelled Check, Apprenticeship Certification, and Employee Authorization for Payroll Deductions.

LABOR-HOUR ALLOCATION TABLE

The labor-hour allocation table is based on 240 Working Days. The Senior Construction Inspector shall be provided full-time for the entire 240 working day period. Any additional services needed beyond the contract scope of work shall require prior approval from the City.

CITY OF LA HABRA, PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION CONSTRUCTION MANAGEMENT CONSTRUCTION QUALITY ASSURANCE AND INSPECTION SERVICES FOR THE VISTA GRANDE PARK IMPROVEMENT PROJECT, PROJECT NO. 2-P-22										
Task/ Classification	Construction Manager/ Resident Engineer (Hrs)	Senior Construction Inspector (Hrs)	Project Manager/ Office Engineer (Hrs)	Labor Compliance Officer (Hrs)	Playground Equipment Inspector (Hrs)	Senior Licensed Landscape Architect (Hrs)	Civil/Grading Senior Inspector (Hrs)	Regional Supervising Electrical Inspector (Hrs)	Licensed Surveyor (Hrs)	Material Testing Services - Converse Consultants
Pre-Construction Services	24	40	24	8	0	2	0	0	0	0
Task 1. Project Administration	696	0	540	0	0	0	0	0	0	0
Task 2. Construction Inspection	0	1696	0	0	42	48	16	16	0	0
Task 3. Construction Quality Assurance	240	192	288	0	8	0	0	0	40	0
Task 4. Utility and Outside Agency Coordination	16	16	8	0	0	0	0	0	0	0
Task 5. Material Sampling and Testing	0	0	0	0	0	0	0	0	0	As-Needed
Task 6. Labor Compliance	8	16	4	120	0	0	0	0	0	0
Task 7: Project Closeout	24	40	24	12	0	2	0	0	2	0
TOTAL HOURS	1008	2000	888	140	50	52	16	16	42	As-Needed

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.

C. PROJECT UNDERSTANDING, SCOPE, AND APPROACH TO DELIVER THE PROJECT ON TIME AND WITH BUDGET

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

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

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

INFORMATION MANAGEMENT | Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be distributed to all parties on a timely basis. The source of this information will cover the full spectrum including contracts, meeting minutes, drawings and specifications, submittals, requests for information (RFIs), pay requests, invoices, inspection reports, and so forth. Z&K will act as the hub for the management of all information flow. Z&K has extensive experience providing document management solutions for its clients. Z&K's approach to information management also includes building a communication framework to continually foster partnering and teamwork relationships for all the project stakeholders. Z&K builds this framework from the start of the project with an all-inclusive kick-off meeting where the lines of communication and project responsibilities will be clearly explained to all the project stakeholders. The emphasis on project communication continues throughout the project with the weekly construction meetings. At each weekly meeting, all ongoing issues will be reviewed and discussed. All project stakeholders will be invited to the meetings. An agenda of meeting topics will be distributed in advance and include items such as safety, old business, updated progress of the work, RFIs, submittals, testing and inspection reports, non-conformance notices, environmental monitoring, change orders, three-week-look-ahead schedule, pay requests, and so forth. Unresolved issues will be carried over to the next week's meeting until a final resolution is obtained.

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

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 may be tied to the construction schedule. A cost loaded critical path method (CPM) schedule is a valuable management tool. Each month, the Construction Inspector will review and approve the updated cost loaded CPM. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed. If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work monthly. Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.

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

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

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

Some of the requirements are as follows:

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



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



SCOPE OF WORK

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 proactively serves as the project's administrator and provides consistent coordination between all project stakeholders including the City, Design Engineer, and selected construction contractor and subcontractors. Z&K has thoroughly reviewed the Request for Proposal (RFP); we confirmed our team will provide all scope of work tasks as outlined in the RFP scope of services to ensure the success of the City of La Habra's Public Works Projects. Z&K acknowledges our ability to meet potential project requirements listed under the scope of services. The Z&K Team, at a minimum, will perform the following:

TASK 1: PROJECT COORDINATION

Our proposed Resident Engineer, Zack Faqih, PE, is a licensed Civil Engineer in the State of California and has over 32 years of experience in construction management, construction inspection, and contract administration. Mr. Faqih has successfully delivered over 26 park improvement projects, many of which are similarly funded. He has extensive experience with different types of concrete construction, lighting, electrical, irrigation, and landscaping. He is experienced in American with Disabilities Act (ADA) requirements. He has worked on many park projects with similar features including parking lot improvements, basketball courts, landscaping, turf and irrigation system, site furnishings, safety lighting, playground, shade structures, decomposed granite pathways, pickle ball court, futsal court, and other amenities. Mr. Faqih will serve as the City's representative in charge of project communication and coordination with Z&K, City staff, the design engineer, and the contractor throughout the project.

MANAGEMENT

The Z&K team has the knowledge, skill, and experience to ensure that all project services required for this contract are coordinated and delivered in accordance with the plans and specifications. Z&K has carefully selected this "A-Team" of and committed our most qualified staff for the duration of the contract to deliver a successful project. The assigned Z&K Inspector and Resident Engineer are committed to provide their services at all times required by the contract. They will manage and coordinate all aspects of the project, inclusive of the services identified in the RFP. Our proposed personnel have successfully provided construction management and inspection for a variety of projects. The Z&K Inspector is on site daily to observe construction operations and materials and compare them with the project plans and specifications.

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 project 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. Z&K will establish coordination and a line of communication to be used among participants throughout the project. Z&K will document all necessary communications and will ensure that all questions and inquiries are fulfilled in a timely manner. The emphasis on project communication continues throughout the project with the weekly construction meetings.

Z&K will schedule, coordinate, and conduct weekly construction meetings with City, contractor, designer, and other involved parties. 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 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. Z&K will host a special meeting focused on the schedule of material procurements to ensure long lead times and no avoid delaying the project's completion. We will coordinate with City Staff, multiple contractors when applicable, agencies, and Project stakeholders. In addition to weekly progress meetings, we will participate in field meetings and document issues, findings, directions, changes, etc., and develop solutions.

Each week, we will create a "Weekly Statement of Working Days," in addition to other reports, to be submitted to the contractor and filed in our documents until the end of the project. We will review shop drawings and material submittals with the Engineer of Record and determine consistency with the plans and specifications. We will also review RFIs with the Engineer of Record and provide a report. Any design changes will be coordinated with the Engineer of Record.

Z&K works proactively to eliminate or reduce project impacts from extra work reports and contract change orders (CCOs). Z&K will provide first-line management of CCO administration including review and evaluation of CCO requests. We will review any potential change order requests, determine merit and provide a report to the Project Manager.

Z&K will provide project mitigation such as possible alternatives and negotiation as the City's advocate. We will ensure we receive written approval from the City's Project Manager prior to approval of any extra work. Z&K will perform an investigation and inspection of site conditions that differ from those described in the contract documents and provide recommendations to the project Owner on acceptance. We will perform an impact mitigation, review submittals, and present recommendations for resolution of claims, disputes, and verification of costs.

The CM will perform on-going review throughout the project to anticipate any problems and avoid any potential claims. If claims arise, the CM will work with the City and Contractor to find the best solution to resolve any claims in a timely manner. We will work closely under the direction of the City with the contractor to verify that change orders are processed and executed promptly by the contract documents and City's procedures. The Resident Engineer will perform a review and recommendation for any changes.

Z&K will participate in public outreach activities and assist the City in forming and maintaining good relations with the local business community regarding construction impacts by providing community outreach and a contact person to manage public relations for the duration of the project. At a minimum, the Z&K team distribute verbal and written notices to local businesses before any construction impacts take place. Z&K will manage and track public inquiries for the Contractor and for the City and will advise of any concerns and findings. This will include the preparation and distribution of information materials for the affected public, including fact sheets and project updates.

SCHEDULE AND BUDGET

The Z&K Team will maintain a master project schedule to include all completed and scheduled construction work. Z&K will regularly update this schedule to reflect construction progress. The Team will also provide updates to the City on any other pertinent project information affecting the construction schedule. This update will show current conditions and revisions required by actual progress. We will review the revised construction schedule submitted by the Contractor due to delays, time extensions, change orders, additional work, etc. within one week of submittal.

Z&K works proactively to eliminate or reduce project impacts from change orders. Z&K will provide first-line management of contract change order request administration including review and evaluation of contract change order request requests; independent estimates; project mitigation such as possible alternatives and negotiation as the City's advocate; written approval from the City's Project Manager prior to approval of any extra work; investigation and inspection of site conditions that differ from those described in the contract documents; schedule impact and analysis and verification; recommendations to the project Owner on acceptance; impact mitigation; review of submittals in support, and recommendation for resolution, of claims and disputes; and verification of costs. We will prepare change orders within 48 hours in the standard City format as well as in accordance with all applicable Federal and State funding requirements.

We will maintain a current monthly accounting of construction costs to complete the project, including approved change orders for City's review and approval. 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. Z&K will approve the monthly construction schedule, including activity sequences and durations, schedule of submittals, and schedule of delivery for products with long lead-time. 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 payment 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.

MISCELLANEOUS

We will review and coordinate approval of Submittals and shop drawings with the design engineer as needed. Z&K will log, track, and prove submittals, Requests for Information (RFIs), request for Changes (RFCs), Contract Change Orders (CCOs) field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (MCRs), and review and approve traffic control plan. We will review all requests for clarification and provide to the Engineer of Record for clarification. Z&K's CM will be responsible for monitoring the maintenance of the Project Record Drawings and the final preparation of the as-built drawings upon project completion. We will provide the City with the Contractor's Record Drawings or as-built plans at the Project completion. Z&K will monitor any changes and create redlines on as-built drawings and coordinate the as-built plans with the City and Design Engineer. Z&K Consultants will prepare a final report detailing the work completed, costs, changes, warranties, and documentation provided to the City. We will monitor materials documentation and testing results, as well as enforce corrections. Our Team will review and approve the contractor's safety program. Z&K will review required construction survey including lines and grades, construction staking, cut sheets, etc. Our resident engineer will service the project and visit the site as needed for the life of the project. Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be distributed to all parties on a timely basis. The source of this information will include contracts, meeting agendas/minutes, drawings and specifications, submittals, requests for information (RFIs), pay requests, invoices, inspection reports, and so forth. Z&K will act as the hub for the management of all information flow. Z&K has extensive experience providing web-based document management solutions for its clients. We will process all Project documentation per the City standard format and maintain the project files per the City's requirements. We will provide a final Power Point Presentation depicting progressive photos from original start of work to completion to present to City Council. During the project, we will provide project construction weekly photos.

TASK 2: CONSTRUCTION INSPECTION

Our proposed Senior Construction Inspector, Tom Dawson, is a CBO and ICC Certified in all the building trades. He has over 28 years of experience and has successfully delivered over 18 park improvement projects, many of which are similarly funded. He has extensive experience with different types of concrete construction, lighting, electrical, irrigation, and landscaping. He is experienced in American with Disabilities Act (ADA) requirements. He has worked on many park projects with similar features including parking lot improvements, basketball courts, landscaping, turf and irrigation system, site furnishings, safety lighting, playground, shade structures, decomposed granite pathways, pickle ball court, futsal court, and other amenities. Our Senior Construction Inspector will coordinate with City staff, including the Police Department, Los Angeles County Fire Department, utility companies, LACFCO, SCE and other project stakeholders and will participate in outreach activities. He will coordinate construction activities inclusive of temporary parking restrictions, temporary traffic control, etc.

Z&K proposed staff will complete daily reports, including equipment, crews/personnel, and photos (before, during and after construction). The Resident Engineer will review the inspectors' daily reports and will ensure the City receives them daily. The Inspector will complete daily measurements of quantities of work with the Contractor and log them in the daily inspection reports. He will provide all documented measurements and calculations to the Resident Engineer to process progress payments, change orders, extra work, etc. He will prepare in-progress punch lists at the completion of each phase of the project. The Inspector will attend all the Project meetings such as the preconstruction, field, and progress meetings. He will ensure the Project construction is in accordance with approved PS&E, City Standards, and Greenbook.

Any Inspection for nights and weekend will be performed at the City's approval per Specifications. We will request City approval for any overtime. He will inspect materials and equipment upon delivery for compliance with construction contract documentation. Each working day, the inspector will meet with the Contractor to review the proposed work plans, including specific details that may affect progress. He will inform the City of any work which may result in a noteworthy impact to the City. The Construction inspector will provide and closely monitor compaction, material and other necessary testing. He will provide and closely monitor any required special inspections. He will maintain copies of all permits needed to construct the Project and enforce special requirements of each.

Z&K Inspectors will enforce all of the City's National Pollutant Discharge Elimination System (NPDES) permits, as well as all water quality best management practices and SWPPP throughout all phases of the project. Z&K understand the importance of managing the Storm Water Pollution Prevention Plan (SWPPP). Our team includes QSD/Ps and inspectors fully knowledgeable regarding storm water BMP implementation and maintenance requirements. Our team is very knowledgeable in the development, implementation, and reporting requirements of a SWPPP. The Contractor will be required to file a Notice of Intent (NOI) with the SWRCB and to develop a SWPPP. We will monitor the contractor for compliance and confirm that required sampling takes place during rain events and required reports are filed into SMARTS. We will review the contractor's compliance with regulatory permits, mitigation measures, storm water regulations, and the SWPPP. Z&K will notify the Contractor immediately if control measures are not installed correctly and will oversee a prompt correction. We will be available to assist with the document review, uploading the document to the SMARTS system, obtaining a WDID number, and the implementation of the plan.

Z&K Inspectors will monitor the Contractor and their subcontractors for safety compliance for meeting local, state, and federal safety requirements. Z&K will review the Contractor's compliance with workplace safety and health standards and notify the City of non-compliance. The Z&K Team is knowledgeable with the Caltrans Safety Manual and the Cal/OSHA Construction Safety Orders. Z&K will review, monitor, document and enforce contractor safety procedures for compliance with all safety laws and regulations. If any safety violations occur, Z&K will take immediate action to correct the issue and report any incidents to the City. All Z&K staff will observe construction safety, public safety, and convenience.

Z&K inspectors will provide photograph and video of pre-work and post-work conditions, in addition to daily as part of their daily reporting during construction. 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. This set will include all photos and video footage from pre-construction, construction and post-construction. Our Inspector will report to the City Project Manager daily via email or text.

TASK 3: CONSTRUCTION QUALITY ASSURANCE

Z&K will implement the observation, monitoring, and testing elements of the Construction Quality Assurance Plan in order to verify that the construction and installation of the composite liner is performed in accordance with the plans and specifications. We will participate in bi-weekly meetings with the CM, Inspectors, and other stakeholders, as needed. We will monitor the inspections during soil removals and fill placements, inspections for foundation installation for trash enclosure, ball courts, lighting, etc., and the placement of Geogrid. We will monitor the aggregate base placement and compaction, asphalt placement and compaction, and laboratory testing of on-site and import soils for general grading, aggregate materials for pavement areas and for basins. We will also monitor the liner installation on basins and welding, as needed.

TASK 4: UTILITY AND OUTSIDE AGENCY COORDINATION

The Z&K Team will provide ongoing coordination with public utilities to resolve any construction questions or conflicts, and to avoid any potential delays or additional costs to the project. Z&K will send notification of the pre-construction meeting and all other progress meetings to all affected utility companies and public agencies, including the Police Department, Los Angeles County Fire Department, Universal Waste System, SCE, and others. Any conflicts with utilities will be reported to the utility company and Z&K will work to coordinate the relocation or removal of the utility. The resolution will be reported to the City. We will review the Project scope of work with each utility company at the pre-construction meet, review possible conflicts and work with each utility to ensure that specific needs of the Project are understood. We will coordinate with utility companies to expedite the identification of any unknown utilities found during construction and coordinate relocation work by utility companies. Our team will ensure that the Contractor is aware of all existing underground utilities by ensuring that Dig Alert tickets are current and up to date prior to excavation. Additionally, we will communicate with utilities early since various of utilities may need to be adjusted by the Owner and require utility coordination.

TASK 5: MATERIAL SAMPLING AND TESTING

We are proud to Team with Converse Consultants to provide material testing services. We will be responsible for coordinating and supervising the geotechnical and materials testing program to ensure all required testing is performed with the required frequencies and documented properly. Material Testing shall conform to all Greenbook Standards and City Standards. Converse will review and approve ARHM and AC Mix designs where applicable. They will also review and approve PCC mix design and consult with the City for approval of PCC mix for the Project. We will provide all material source inspection, sampling and testing by a qualified materials engineer. We will provide the requested miscellaneous consultation during the Project, including discussion with the contractor to emphasize proper treatment of concrete. We will provide all compaction testes per the plans and specifications. We will review testing, such as soils testing, results and require the Contractor to provide corrective measures to achieve compliance where required.



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. Z&K will develop and provide a comprehensive testing program for the Project in accordance with the contract documents. Our Team will be responsible for supervising and coordinating the materials testing program to ensure all required testing is performed with the required frequencies and documented.

TASK 6: LABOR COMPLIANCE

Z&K will assist the City in meeting labor compliance requirements, including, but not limited to, ensuring compliance with prevailing wage requirements, auditing certified payroll records and related documentation, and ensuring that all required documentation has been received and work completed. We also will be required to identify potential labor compliance claim issues before they arise and investigate complaints of underpayment. We will conduct on-site investigative activities to resolve worker complaints and other identified prevailing wage violations and will provide monthly reports containing sufficient data to enable evaluation of both progress and problems.

Z&K will perform labor compliance reviews in accordance with the Department of Industrial Relations (DIR). Z&K inspectors will conduct weekly field interviews with workers from each labor trade to verify that actual prevailing wages and fringe benefits distributed to workers follow applicable laws and certified payroll reports submitted by the contractor and subcontractors. The Z&K team will request certified payroll reports and receipts of submission of certified payroll to the DIR from the contractor and subcontractors monthly. Z&K will immediately inform the City of any discrepancies or violations discovered during field interviews.

TASK 7: PROJECT CLOSEOUT

Z&K will conduct a final inspection and walk-through including City staff, Contractor, maintenance/service personnel, project architect/design consultant, and all affected stakeholders. Our Resident Engineer will take a proactive approach at processing close-out documentation by preparing a final punch list of items, which typically include guarantees/warranties, subcontractor liens, retention, and final acceptance/certificates of completion, orderly transfer of key records and documents, resolution of outstanding issues, final payment preparation and processing along with final acceptance or record drawings. We will certify completion of the Project and recommend acceptance.



Our Team will finalize contract bid items, claims, change orders, and punch list items. We will prepare final reports, including reports of completion for acceptance of the Project. We will finalize and deliver all construction files to the City for archives. Z&K will provide an electronic copy of all reports and construction files to the City along with an electronic version of all record drawings and files in PDF file format and AutoCAD version. We will address all unresolved issues including, but not limited to, change orders, claims, etc. We will complete documentation required by the City and Funding Agency. Z&K will also prepare required documents by the State Auditor to complete the audits of the project.

PROJECT SCHEDULE

The RFP states that the project will be 240 Working Days and is scheduled to start in January 2024. On August 30, 2023, the City received bids for the project. The low bidder was Legion Contractors, Inc. with a bid amount of \$9,998,044. We understand that the City awarded a construction contract to Legion Contractors, Inc. at the City Council meeting on October 16, 2023. We may be able to save days in construction if we have a contractor that can procure the long lead items promptly. Our preliminary construction schedule yields a time savings along with overhead construction management and construction costs. The most significant saving is less inconvenience to the community and less City exposure due to shortened construction duration.

Z&K CONSULTANTS BUILDING SOLUTIONS		CITY OF LA HABRA VISTA GRANDE PARK IMPROVEMENTS CITY PROJECT NO. 2-P-22				CITY OF LA HABRA														
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025		
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
VGP LA HABRA - VISTA GRANDE PARK IMPROVEMENTS		240	240	05-Feb-24	13-Jan-25	[Gantt bar from Feb 2024 to Jan 2025]												13-Jan-25	VGP LA HABRA	
VGP.3 ADMINISTRATION		240	240	05-Feb-24	13-Jan-25	[Gantt bar from Feb 2024 to Jan 2025]												13-Jan-25	VGP.3 ADMINISTRATION	
VGP.3.1 NTP CONTRACT MILESTONES		240	240	05-Feb-24	13-Jan-25	[Gantt bar from Feb 2024 to Jan 2025]												13-Jan-25	VGP.3.1 NTP CONTRACT MILESTONES	
C1005	CONSTRUCTION NTP - PROPOSED CONTRACT DURATION 240 WORKING DAYS	240	240	05-Feb-24*	13-Jan-25	[Gantt bar from Feb 2024 to Jan 2025]												13-Jan-25	CONSTRUCTION NTP	
C1015	CONSTRUCTION START DATE NTP FEB 05 2024	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													CONSTRUCTION START DATE NTP FEB 05 2024	
VGP.3.2 PREPARE/SUBMIT/REVIEW SUBMITTALS		0	0	05-Feb-24	05-Feb-24	[Gantt bar from Feb 2024 to Feb 2024]													VGP.3.2 PREPARE/SUBMIT/REVIEW SUBMITTALS	
A1035	Construction Schedule	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Construction Schedule, 05-Feb-24*	
A1040	Concrete Mix Designs	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Concrete Mix Designs, 05-Feb-24*	
A1050	Asphalt Mix Designs	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Asphalt Mix Designs, 05-Feb-24*	
A1060	Striping and Signage	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Striping and Signage, 05-Feb-24*	
A1100	Concrete Vaults	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Concrete Vaults, 05-Feb-24*	
A1110	Decomposed Granite	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Decomposed Granite, 05-Feb-24*	
A1120	Volleyball Court Equipment	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Volleyball Court Equipment, 05-Feb-24*	
A1130	Basketball Court Equipment	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Basketball Court Equipment, 05-Feb-24*	
A1140	ClearVu Invisible Wall Fencing	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													ClearVu Invisible Wall Fencing, 05-Feb-24*	
A1160	Playground & Park Equipment	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Playground & Park Equipment, 05-Feb-24*	
A1170	Electrical Items	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Electrical Items, 05-Feb-24*	
A1180	Planting and Irrigation Materials	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Planting and Irrigation Materials, 05-Feb-24*	
A1190	Metal Wood Plaques	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Metal Wood Plaques, 05-Feb-24*	
A1200	Lighting and Security Equipment	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Lighting and Security Equipment, 05-Feb-24*	
A1280	Gazebo	0	0	05-Feb-24*		[Gantt bar from Feb 2024 to Feb 2024]													Gazebo, 05-Feb-24*	
VGP.2 CONSTRUCTION		226	226	05-Feb-24	23-Dec-24	[Gantt bar from Feb 2024 to Dec 2024]												23-Dec-24	VGP.2 CONSTRUCTION	
VGP.2.1 VISTA GRANDE PARK IMPROVEMENTS		226	226	05-Feb-24	23-Dec-24	[Gantt bar from Feb 2024 to Dec 2024]												23-Dec-24	VGP.2.1 VISTA GRANDE PARK IMPROVEMENTS	
A1000	Mobilization	5	5	05-Feb-24	09-Feb-24	[Gantt bar from Feb 2024 to Feb 2024]													Mobilization	
A1005	Demolition and Grading	45	45	12-Feb-24	12-Apr-24	[Gantt bar from Feb 2024 to Apr 2024]													Demolition and Grading	
A1010	Install Storm Drain Piping and Construct Bio Retention Basins, Dry and Wet Utilities	35	35	26-Feb-24	12-Apr-24	[Gantt bar from Feb 2024 to Apr 2024]													Install Storm Drain Piping and Construct Bio Retention Basins, Dry and Wet Utilities	
A1020	Well Modifications	18	18	15-Apr-24	08-May-24	[Gantt bar from Apr 2024 to May 2024]													Well Modifications	
A1021	Construct Amphitheater Stage Area and Walls	23	23	09-May-24	11-Jun-24	[Gantt bar from May 2024 to Jun 2024]													Construct Amphitheater Stage Area and Walls	
A1031	Concrete Plaza Area	20	20	23-May-24	20-Jun-24	[Gantt bar from May 2024 to Jun 2024]													Concrete Plaza Area	
A1150	Stairs and Walkway & Concrete Improvements	30	30	21-Jun-24	02-Aug-24	[Gantt bar from Jun 2024 to Aug 2024]													Stairs and Walkway & Concrete Improvements	
A1210	Construct Concrete Basketball Court	18	18	05-Aug-24	28-Aug-24	[Gantt bar from Aug 2024 to Aug 2024]													Construct Concrete Basketball Court	
A1230	Trash Enclosure Structure	20	20	29-Aug-24	26-Sep-24	[Gantt bar from Aug 2024 to Sep 2024]													Trash Enclosure Structure	
A1231	Gazebo	10	10	29-Aug-24	12-Sep-24	[Gantt bar from Aug 2024 to Sep 2024]													Gazebo	
A1240	Install Exercise and Park Equipment	15	15	13-Sep-24	03-Oct-24	[Gantt bar from Sep 2024 to Oct 2024]													Install Exercise and Park Equipment	
A1260	Volleyball Court	14	14	04-Oct-24	23-Oct-24	[Gantt bar from Oct 2024 to Oct 2024]													Volleyball Court	
A1270	Planting	30	30	04-Oct-24	15-Nov-24	[Gantt bar from Oct 2024 to Nov 2024]													Planting	
A1310	Decomposed Granite	15	15	04-Oct-24	24-Oct-24	[Gantt bar from Oct 2024 to Oct 2024]													Decomposed Granite	
A1330	Lighting and Security	10	10	18-Nov-24	02-Dec-24	[Gantt bar from Nov 2024 to Dec 2024]													Lighting and Security	
A1340	AC and Concrete Parking Lot Improvements	30	30	25-Oct-24	09-Dec-24	[Gantt bar from Oct 2024 to Dec 2024]													AC and Concrete Parking Lot Improvements	
A1350	Punchlist/Clean Up	10	10	10-Dec-24	23-Dec-24	[Gantt bar from Dec 2024 to Dec 2024]													Punchlist/Clean Up	

█ Actual Level of Effort █ Remaining Work █ Critical Remaining Work
█ Actual Work █ Critical Remaining Work ◆ Milestone → summary

RISK MANAGEMENT LOG

Based on a site visit and comprehensive review of the project documents, Z&K has identified the following potential risks and response strategies.

ID	Risk Description	Risk Area	Response Strategy
1	Landfill Gas Control System	Safety & Schedule	<p>We will ensure that the Methane and Hazardous material testing has been completed. We will check for latest soil and methane levels data and testing and verify vapor and methane barrier products for requirements as well as any training required for our inspectors (such as Liquid Boot, Drago Wrap, etc.).</p> <p>Z&K will verify all Methane and Hydrogen Sulfide sensor's locations if needed and agencies jurisdiction. We will review all approved modifications for the landfill gas system as well as required notifications prior to construction (contact Tetra for contact list).</p>
2	Planting/Landscape Constructability Comments	Budget & Schedule	<p>We would want to verify with a soil scientist/horticultural expert whether any of the proposed plants are especially susceptible to damage from methane emissions just to be on the safe side. It might be worth looking into an alternate tree to substitute for the <i>Ulmus parvifolia</i> / 'True Green' Elm. They can be difficult to maintain because they grow fast, put out a lot of sucker growth, and the seeds sprout all over the place. Good broadleaf evergreen alternates might be <i>Cinnamomum camphora</i> / Camphor Tree or <i>Ceratonia siliqua</i> / Carob. Deciduous alternatives may include <i>Ginkgo biloba</i> / Maidenhair Tree or <i>Liriodendron tulipifera</i> / Tulip Tree. Heavy duty reinforced concrete mow strips might be a better choice to separate shrub/ground cover areas from turf than the aluminum edging shown in detail 5 on sheet L-401. It is not always clear where edging is proposed. We have seen success adding the 3" layer of organic mulch to the jute netting on slopes.</p> <p>It is important to make sure the contractor has secured lead times for all the hardscape, irrigation, and plant materials. Requirements for submittal time after contract execution for long lead items should be followed by the Contractor. Also, maintenance staff must be trained in the proper care of these plants (number of meetings for training, who from the contractor shall be present at meetings, etc.).</p>
3	Site Security & Traffic Control	Safety & Community Outreach	<p>Park security, and perimeter fencing during construction requirements should be considered and made clear. Construction limits, Storage yards, Office Trailers, storage containers shall be adequately shown and defined (needed for both access and construction limits). Contractor storage and laydown yard should be onsite due to Idaho and Lambert high traffic counts. We will verify traffic control for jobsite ingress and egress during peak traffic times due to adjacent residential areas. Trucking Logistics - traffic control, impacts to Residents, Businesses, Park and visitor operations, traffic and pedestrian control plans and requirements will be considered and addressed.</p>
4	Nearby Residents and Commercial Properties	Safety & Community Outreach	<p>Due to the project's proximity to existing residences, Z&K will provide a robust community outreach program 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. The City and Z&K can coordinate a pre-construction workshop to be held at the park to provide the residents an opportunity to meet the construction management team and provide them with information on construction activities.</p>

5	Project Stakeholder Coordination	Community Outreach	<p>Coordination with project stakeholders and the utility companies will be very important to maintain the schedule of this project. Emergency services will also need to be kept in the loop for project schedule and activities. Z&K shall facilitate a pre-construction meeting with all stake holders such as Fire, Police, and Public Works to provide work schedules as well as emergency contacts for all staked holders. This meeting will be held onsite.</p> <p>Agencies should include O.C. Flood control (project adjacent to flood control channel) and include O.C. Landfill Agencies for current and historical landfill information as well as A.Q.M.D and E.P.A. We will coordinate with the City to specify if they have a Franchise Waste Management agreement and with whom. We will notify and keep the adjacent water district facility (S/E corner of Lambert & Idaho) informed of planned construction activity and construction schedule. Z&K has extensive experience with California Conservation Corp as well as working with numerous volunteers.</p>
6	Long Lead Procurement	Schedule	<p>We will consider Long lead items, material and equipment availability, special delivery or construction requirements. Z&K has success on recent projects issuing an Administrative Notice to Proceed for the Contractor to begin on submittals for long lead items and submittals. We will ensure the contractor begins process to order/procure possible long lead items or items that require coordination. Long lead procurement items are to be identified in contractor's CPM and closely monitored by the Team. The long lead items for this project include lighting improvements, irrigation, equipment for the new Futsal court, equipment for the Basketball court, playground equipment, and picnic tables, etc.</p>
7	Unforeseen Utilities	Schedule & Budget	<p>We will ensure that the Contractor coordinates with Underground Service Alert and all utilities are marked prior to the start of construction. We will track existing utilities marked by Underground Service Alert to ensure that mark outs are recorded and documented. After mark outs, contractor will be required to pothole. Additionally, contractor shall notify all utility agencies to performing any work. If the contractor hits a utility, they will not be able to claim that the City is liable for the cost of repairs.</p>
8	Change Orders	Schedule & Budget	<p>Z&K has a proven track record of claims avoidance and change order negotiation. 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.</p>
9	Public Outreach	Community Outreach	<p>Notifications for construction activity must go out to surrounding residential areas as well as Government agencies. Public Outreach is crucial for this project and Z&K personnel are trained to work with residents, community members, and City officials. We will have ongoing contact and communication with local residents and business impacted by construction activity. 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. It is imperative that our community outreach does not only include property owners, business owners and residents, but also elected officials, management from the City, and all affected agencies.</p>

D. EXCEPTIONS/DEVIATIONS

Z&K does not have any exceptions or deviations from the requirements of this RFP. Z&K does not wish to propose alternative approaches to meeting the City of La Habra's technical or contractual requirements. Z&K Consultants, Inc. accepts the contract requirements as set forth in.

F. CONFLICT OF INTEREST DISCLAIMER

CONFLICT OF INTEREST DISCLAIMER

The undersigned, Crystal Fraire, declares that
(Print or Type Name)

Z&K Consultants, Inc. ~~does have~~/does not have (cross one out)
(Name of Firm)

interest, ownership or receives or anticipates receiving remuneration of any type from the manufacturer(s), supplier(s), or distributor(s) which may be recommended on the project, as listed below.

<u>Firm</u>	<u>Product</u>	<u>Remuneration</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Signature of President, Secretary, Partner,
Owner or Representative

October 31, 2023

Date

G. ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

**ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS
AND CERTIFICATION OF ABILITY TO
PROVIDE COVERAGES SPECIFIED**

I, Crystal Fraire, the President
(President; Secretary; Owner or Representative)

of Z&K Consultants, Inc., certify that the
(Company Name or Corporation, or Owner)

Insurance Requirements set forth in Article IV of the Proposed Agreement have been read and

understood that our insurance company(ies)

Travelers Insurance
(Name(s) of insurance company(ies))

is/are able to provide the coverages specified.



Signature of President, Secretary, Partner,
Owner or Representative

October 31, 2023
Date

EXHIBIT "B"
COMPENSATION RATES AND CHARGES

E. FEE PROPOSAL

October 31, 2023

Albert Mendoza, Deputy Director of Public Works/City Engineer
City of La Habra, Engineering Division
110 E. La Habra Boulevard, La Habra, CA 90631

Subject: Fee Proposal for Construction Management, Construction Quality Assurance and Inspection Services for the Vista Grande Park Improvement Project

Dear Mr. Mendoza,

Z&K Consultants Inc. (Z&K) proudly presents our cost proposal for Construction Management, Construction Quality Assurance and Inspection Services for the Vista Grande Park Improvement Project, No. 2-P-22. Our not-to-exceed total lump sum fee for Construction Management and Inspection Services is **\$667,790.00**.

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 the industry and will provide "**turn-key**" Construction Management and Inspection services for the City of La Habra Vista Grande Park Project.

Below is a table with the hourly rate schedule:

Z&K Consultants, Inc Hourly Rates:

Construction Manager/Resident Engineer	\$160.00
Senior Construction Inspector	\$148.00
Project Manager/Office Engineer	\$133.00
Senior Licensed Landscape Architect	\$148.00
Regional Supervising Inspector.....	\$148.00
Civil/Grading Senior Inspector.....	\$145.00
Regional Supervising Electrical Inspector.....	\$145.00
Labor Compliance Officer.....	\$130.00
Licensed Surveyor.....	\$155.00
Material Testing Services (Converse Consultants)	Attached

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The payment terms shall be net thirty (30) days. **We are excited about this opportunity to serve the City of La Habra 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 fee proposal shall be based on a not-to-exceed fee for a construction period of 240 Working Days. The Senior Construction Inspector shall be provided for the entire 240 working day period. Any additional services needed beyond the contract scope of work shall require prior approval from the City.

CITY OF LA HABRA, PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION CONSTRUCTION MANAGEMENT CONSTRUCTION QUALITY ASSURANCE AND INSPECTION SERVICES FOR THE VISTA GRANDE PARK IMPROVEMENT PROJECT, PROJECT NO. 2-P-22											
Task/ Classification	Construction Manager/ Resident Engineer (Hrs)	Senior Construction Inspector (Hrs)	Project Manager/ Office Engineer (Hrs)	Labor Compliance Officer (Hrs)	Playground Equipment Inspector (Hrs)	Senior Licensed Landscape Architect (Hrs)	Civil/Grading Senior Inspector (Hrs)	Regional Supervising Electrical Inspector (Hrs)	Licensed Surveyor (Hrs)	Material Testing Services - Converse Consultants	Total Cost
Hourly Rate	\$160.00	\$148.00	\$133.00	\$130.00	\$138.00	\$148.00	\$145.00	\$145.00	\$155.00	LS	-
Pre-Construction Services	24	40	24	8	0	2	0	0	0	0	\$14,288.00
Task 1. Project Administration	696	0	540	0	0	0	0	0	0	0	\$183,180.00
Task 2. Construction Inspection	0	1696	0	0	42	48	16	16	0	0	\$268,548.00
Task 3. Construction Quality Assurance	240	192	288	0	8	0	0	0	40	0	\$112,424.00
Task 4. Utility and Outside Agency Coordination	16	16	8	0	0	0	0	0	0	0	\$5,992.00
Task 5. Material Sampling and Testing	0	0	0	0	0	0	0	0	0	\$ 48,460.00	\$48,460.00
Task 6. Labor Compliance	8	16	4	120	0	0	0	0	0	0	\$19,780.00
Task 7: Project Closeout	24	40	24	12	0	2	0	0	2	0	\$15,118.00
TOTAL HOURS	1008	2000	888	140	50	52	16	16	42		
TOTAL	\$161,280.00	\$296,000.00	\$118,104.00	\$18,200.00	\$6,900.00	\$7,696.00	\$2,320.00	\$2,320.00	\$6,510.00	\$ 48,460.00	\$667,790.00

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.