

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 3rd day of October, 2022, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Z&K Consultants Inc. whose address is 473 E Carnegie Drive, Suite 200, San Bernardino, CA 92400 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide Consulting Engineering Services; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Consulting Engineering Services per Exhibit “A” and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Crystal Fraire as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed **Twenty-Four Thousand Nine Hundred Dollars (\$24,900)**.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and

agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured’s CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers’ Compensation coverage for any of CONTRACTOR’s employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers’ compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ___ ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of “A:VII”). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this

Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this

Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____
Elizabeth Gibbs, City Manager

CONTRACTOR:

By: Crystal Fraire

Print Name: Crystal Fraire

Title: Principal in Charge

EXHIBIT "A"

PROPOSAL

(insert behind this page)

August 29, 2022

Jeff Hart, PE
Director of Public Works ~ City Engineer
City of Beaumont
550 E 6th Street, Beaumont, CA 92223

Subject: Cost Proposal – Request for Proposals for Consulting Engineering Services

Dear Mr. Hart,

Z&K Consultants Inc. (Z&K) proudly presents our proposal for the City Beaumont's Request for Proposals for Consulting Engineering Services and is excited about the opportunity to work seamlessly as an extension of staff with the City's personnel. We understand that this position will be 3-4 days a week in person for an indefinite as-needed period.

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

Our proposed Senior Project Manager/Senior Engineer has worked in a similar capacity with Cities for over 29 years. He is a licensed engineer that specializes in public works capital improvement projects.

Our proposed Senior Project Manager/Senior Engineer (Nadeem Syed, PE, QSD/P) has provided similar services as staff augmentation and a direct employee with Cities for over 29 years. He has managed over 100 Public Works CIP projects. He has extensive experience in street rehabilitation projects (has managed the City of San Bernardino Annual Citywide Street Rehabilitation Program for over 5 years), street improvement projects, street extension projects, traffic signal projects, grade separations

Nadeem Syed, PE, QSD/P has provided Project Management and Senior Engineering Services for the following local agencies:

- City of San Bernardino
- City of Chino
- City of Baldwin Park
- City of Montebello
- City of Rialto
- City of Bell Gardens
- City of Fontana
- City of Huntington Park
- City of El Monte
- City of Corona

and bridge projects, and water/wastewater projects including lift stations. Our Senior Project Manager/Senior Engineer experience providing similar services for City projects for the local jurisdictions makes the Z&K team uniquely qualified to provide the requested services. We have a track record of performing outstanding services on similar contracts through saving significant time and cost from identification of the various critical elements controlling the project schedule to providing alternate practical solutions. Z&K is proud of our reputation for having seasoned construction management and inspection personnel and of the industry's recognition of our ability to deliver complex capital improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.

Z&K has carefully selected this "A-Team," and has committed our most qualified staff for the duration of the contract to deliver successful projects. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects with such benchmarks in mind. Our proposed team member is recognized as an **expert** in Consulting Engineering Services and will provide "turn-key" Services for the City of Beaumont. Mr. Syed has extensive experience in CIP management and oversight, has a technological background to provide adequate review and comment, excellent communication skills, extensive knowledge of municipal public works, planning, design, maintenance and construction, techniques and methods of preparing designs, plans, specifications, estimates and reports for proposed municipal facilities, and civil engineering principles related to planning, traffic, streets, public buildings, capital facilities planning, technical, legal and financial requirements involved in the conduct of municipal public works studies.

Our key team member has 100% commitment to the City of Beaumont's projects. The Z&K team knows the importance of providing qualified and experienced personnel, capable of working independently, that arrive on-site properly equipped and have the necessary safety and technical training to start work with no learning curve. The personnel identified bring specific and extensive field experience and have the qualifications required in the RFP.

Z&K has provided similar services on over 25 On-Call Contracts with Cities and Agencies throughout Southern California in the last 5 years.

The Z&K Team understands that this position will manage/assist with work on a variety of Capital Improvement Projects including:

- Annual Citywide Street Rehabilitation and Maintenance Program
- Feasibility Study & Final A&E for new Police Headquarters
- Citywide Traffic Signal & Capacity Improvements
- Pennsylvania Railroad Grade Separation
- Oak Valley Interchange (PAED, PS&E)
- 2nd Street Extension (between Pennsylvania and easterly terminus, approx. ½ mile)
- Upper Oak Valley Lift Station Site Improvements
- Miscellaneous additional

We have hand selected Mr. Syed as the Senior PM/Senior Engineer due to his extensive and multidisciplinary background with similar projects to deliver excellent as-needed Consulting Engineering Services and to ensure the success of the City's projects. I will serve as the contact person for the full duration of the contract, and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and correct. The personnel listed in the proposal shall be available and assigned to the City on an on-call, as-needed basis.

Sincerely,



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

Project Manager/Senior Engineer



EDUCATION

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

LICENSES & REGISTRATION

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

Relevant Key Highlights:

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

Mr. Syed has over **29 years** of experience in project management, civil engineering, and traffic engineering, with expertise in Capital Improvement Program (CIP) development and management. He spent 20+ years in engineering and implementing various CIP projects for municipalities, including the cities of San Bernardino, El Monte, Rialto, Fontana, Corona, Diamond Bar, San Marcos, and Baldwin Park. These capital projects have included street improvement, traffic signal, grade separations, interchanges, lift stations, sewer and water systems, park rehabilitation and municipal buildings.

Mr. Syed participates in developing department budgets, conducts training and performance evaluations to staff, establishes an Assessment District for construction of sewer main line and streetlights, develops master plans for citywide projects, and he successfully applies for various grants such as HES, SR2S, and ATP grants.

Mr. Syed is involved with traffic engineering, manages traffic related investigations and installation of traffic devices, accident analysis, traffic calming and citywide traffic signals synchronization. He is also involved with commercial and private development, providing plan checks for grading, drainage, sewer, street and storm drain plans. He processes tentative maps, including establishing conditions of approval for subdivisions and private developments and issues public works permits and conducted inspections for on-site grading and off-site public improvements.

Relevant Project Experience

City of San Bernardino, Various Projects - Senior Engineer/Project Manager | Mr. Syed is providing Engineering and Project Management services to the City of San Bernardino for the following CIP Projects:

- **Mt. Vernon Bridge Replacement Project** | This Project consists of the removal and reconstruction of the 2,200 feet long Mt. Vernon Bridge over the BNSF Railyard, BNSF Intermodal facilities and Metrolink Tracks. The bridge is located on Mt. Vernon Avenue between 2nd Street and 5th Street with a total project cost of \$6.6M.
- **Fuel Station Upgrade at City Yard Project** | This Design-Build Project includes the conversion the existing four (4) diesel pumps into Fast fill CNG dispensers, installation of compressors, 1200 AMP switchgear, motors, fuel management software, canopy, monument signs, electric charging station. The Project cost was \$2.5M.
- **State Street Extension Phase I Baseline to 16th Street Project** | This is Phase 1 of 4 phases. This phase consists of extending State Street as a four (4) lane highway from 16th Street to Baseline Street. The one (1) mile extension of State Street requires design, utility relocations, CEQA/NEPA clearance, and 408 permit from ACOE. The Project cost is approximately \$5.3M.
- **2nd Street Bridge Replacement at Warm Creek Project** | This project involves the replacement of existing bridge at 2nd Street over Warm Creek, located on 2nd Street between Arrowhead Avenue and Sierra Way. The removal and

reconstruction of the 80 feet long Bridge includes design, NEPA/CEQA, 401, 404, 1602 permits, Caltrans coordination, construction. The Project cost is approximately \$4M.

- **40th Street Widening from Johnson to Electric Avenue Project** | This project includes the widening of 40th Street from two (2) to four (4) lanes from Johnson to Electric Avenue including upgrade of the existing traffic signal at Electric Avenue. This includes finalizing the street and sewer design, right of way acquisition, and undergrounding of the overhead lines under Rule 20-A. The Project cost is approximately \$4.5M.
- **“H” Street Widening from Kendall to 40th Street Project** | This project involves widening and improving “H” Street between Kendall and 40th Street. Services include finalizing the street design and acquiring right of way from 12 properties, including a restaurant. The Project cost is about \$2.1M.
- **Sierra Way Storm Drain Project** | This Project includes the installation of Master Plan Storm Drain No. 7-B23 in Sierra Way, Lugo Avenue and Sepulveda Avenue between 37th Street and 44th Street.
- **Kendall Drive Slope Stabilization Rehabilitation Project** | Kendall Drive Slope in the vicinity of 670 Kendall Drive is not stable, failing and is a safety hazard. Soil investigation is being conducted to have a slope stabilization plan which will be implemented to eliminate unsafe condition in the area. Services include the managing the design to slope stabilization along Kendall Dr with wire mesh and installation of soldier pile slough wall to keep debris falling on to the roadway. The approximate project cost is \$500K.
- **Citywide Pavement Rehabilitation Project (SB1)** | This project consists of citywide pavement rehabilitation. Accessibility improvement will be installed or upgraded as part of the project. The project is funded through SB1 funding. There is the rehabilitation of 15 streets which include reconstruction of AC, overlay, sidewalk, curb, gutters, and access ramps. The total project cost is approximately \$3.7M.
- **Splash Pad Installation for Six (6) Parks** | This Project includes the construction of concrete splash pads with splash fountains and wastewater storage for six (6) parks. The approximate Project cost is \$1M.
- **Parking Lot Improvement at Various Locations Project** | This Project includes the rehabilitation of five (5) parking lots with an approximate Project cost of \$1M.
- **ATP Cycle 2 – Safe Routes to Schools Project at Three (3) Locations Project** | This project is to widen and improve streets at three locations to provide safe routes to school for students. The locations to be improved are 48th Street between Western Avenue and Magnolia Avenue, Magnolia Avenue between 48th Street and Reservoir Drive, Randall Avenue between Pepper Avenue and Meridian Avenue, Meridian Avenue between Randall Avenue and Los Robles Street, Pepper Avenue between Randall Avenue and Los Robles Street and Perris Hill Park Road between Gilbert Street and Pacific Street. This project consists of street widening, sidewalks, curb and gutter, and access ramps. The approximate Project cost is \$2.5M.
- **City Buildings/Facilities Assessment Project** | This project includes the assessment of 178 City building to determine existing conditions and improvements needed in Roofing, Electrical System, HVAC System, Seismic retrofitting, structural needs interior and exterior.
- **Seccombe Lake and Perris Hill Park Improvements** | 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 horseshoe pits, improvements to a baseball diamond, playground areas, picnic and barbecue areas, installation of several benches.

City of Baldwin Park, Park Corak Storm Drain Improvement Project - Project Manager | The Baldwin Park drainage project included installation of storm and water mains along Atlantic Avenue, 40th Street and Live Oak Street, as well as the repair, replacement and restoration of curbs, concrete sidewalks, driveways and wheelchair ramps. The scope of the work included reviewing the design produced by another consultant and preparing complete bid package (plans, specifications and cost estimate) for the City to advertise the last section of the project for construction bidding. The total Project cost is approximately \$3.4M.

City of Montebello, 10th Street Improvements Project - Project Manager | The Project consisted of removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, installation of

detectable warning surface on existing curb ramps, and installation of pavement markings and curb painting. This project consisted of design, project management, bidding, award of contract, construction management and inspection of the 10th Street Improvements from Whittier Boulevard to Cleveland Avenue. The total Project cost is approximately \$1.2M.

City of Montebello, Pavement Rehabilitation, Various Streets (CDBG Zone) - Project Manager | The City completes pavement rehabilitation projects along residential, commercial, and alley corridors. The general improvements for pavement rehabilitation projects include cold mill and AC overlay, removing and replacing concrete sidewalks, curb and gutters, upgrading and constructing new access ramps, adjusting manholes to grades, and installing striping and pavement messages. The project consisted of design, project management, bidding, award of contract, construction management and inspection as well as federal fund administration and labor compliance of various streets pavement repairing and skin patching.

City of Bell Gardens, Alley Improvements Project - Project Manager | This project consisted of citywide alley improvement projects. The general improvements for pavement rehabilitation projects include cold mill and AC overlay, removing and replacing concrete sidewalks, curb and gutters, upgrading and constructing new access ramps, adjusting manholes to grades, and installing striping and pavement messages. This project consisted of project management, construction management, inspection, and administration during the construction phase.

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

City of Huntington Park, Various Projects - City Engineer | Overseeing City's Capital Improvement Program, to ensure all projects move in timely manner. Approved all improvements plans related to land development.

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

City of Rialto, Various Projects - Deputy Public Works Director/Assistant City Engineer | Responsible for overseeing of the Public Works Engineering Division and the City's CIP Program. Managed a staff of 13, which included professional and paraprofessional personnel. Successfully completed projects such as a new fire station building, Fergusson Park football field, street reconstruction projects, storm drains, sewer manholes and water mains. Involved in all water and wastewater capital projects, both distribution and operational, including installation of new sewer lines, manhole rehabilitation, rehabilitation of ultraviolet treatment system in Wastewater Treatment Plant (WWTP), mixing system of sludge tanks (1.5 million gallons) and Dystore cover installation.

Served as the project manager of an \$18M renewable energy project. This project included installation of new FOG system, gas treatment system, three fuel cells and pertinent equipment to convert digester gas into electrical power. Oversaw the contract of Veolia Water Company (the plant operator) and resolved any issues that arose and made sure all state and federal permits were in place. Also led the City of Rialto's Traffic Engineering Unit where he was responsible for investigations regarding installation of traffic related devices, accident analysis, traffic calming improvements (such as, roundabouts, medians, humps and raised speed tables), and citywide traffic signals synchronization.

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

August 29, 2022

Jeff Hart, PE
Director of Public Works ~ City Engineer
City of Beaumont
550 E 6th Street, Beaumont, CA 92223

Subject: Cost Proposal – Request for Proposals for Consulting Engineering Services

Dear Mr. Hart,

Z&K Consultants based our proposal on the scope of work provided in the Request for Proposals. The hourly rate schedule is a part of the Consulting Engineering Services Proposal. The hourly rates include costs and expenses related to mileage, transportation, cell phone, laptop, tablets, etc. The fee estimate is based on the number of hours staff members are required to perform the required services per week, which will be 3-4 days a week, for an indefinite duration.

Below is a table with the hourly rate schedule.

A – Hourly Rates*

- Senior Project Manager/Senior Engineer..... \$130

*Hourly rates are subject to a 3% per annum. Hourly rate increases will take place on the first day of each year.

Hourly Rates are fully burdened, including all overhead and profit.

All prevailing wage requirements will be followed by the team. All team members are in conformance with the State of California Labor compliance requirements. This offer shall remain firm for 90 days from the RFP close date. The payment terms shall be net thirty (30) days. Hourly Rates are fully burdened, including all overhead and profit. Z&K Consultants, Inc. does not have any subconsultants for the requested services. All insurance will be in force at time of contract execution.

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 Beaumont and are committed to the successful completion the City’s important projects.**

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



EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)