

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
Z&K CONSULTANTS, INC.**

This Agreement for Services ("Agreement") is entered into as of this 27th day of March, 2024 by and between the City of Cathedral City, a municipal corporation ("City") and Z&K Consultants, Inc., a women-owned, certified small business located in Southern California ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for qualifications and proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for Eighteen (18) months commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

Contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Nine Thousand One Hundred Twenty Four dollars (\$209,124), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any

of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to the Services, including expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars (\$10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the

request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's personnel. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's personnel are in any manner officials, officers, or employees of City.

(c) Neither Contractor, nor any of Contractor's personnel shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor, its officers, employees, agents or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, its officers, employees, agents or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE.

(a) Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum,

generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth in this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

(b) Contractor warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and

should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

(d) City may determine that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Contractor shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement. Notwithstanding the foregoing, to the extent that the Consultant's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in

whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and

subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods,

epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Cathedral City
Attn: City Clerk
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234

To Contractor: Z&K Consultants, Inc.
Attn: Crystal Fraire
17130 Van Buren Blvd, Suite 122
Riverside, CA 92504

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the City of Cathedral City Municipal Code and its adopted policies and procedures.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if it does not exceed the amount that may be approved administratively pursuant to the City Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written,

made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. ELECTRONIC SIGNATURE

The Parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CATHEDRAL CITY



Charles P. McClendon
City Manager

ATTEST:

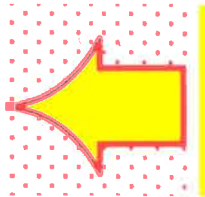


Tracey R. Hermosillo, CMC
City Clerk

APPROVED AS TO FORM



Eric S. Vail
City Attorney



Z&K Consultants, Inc.

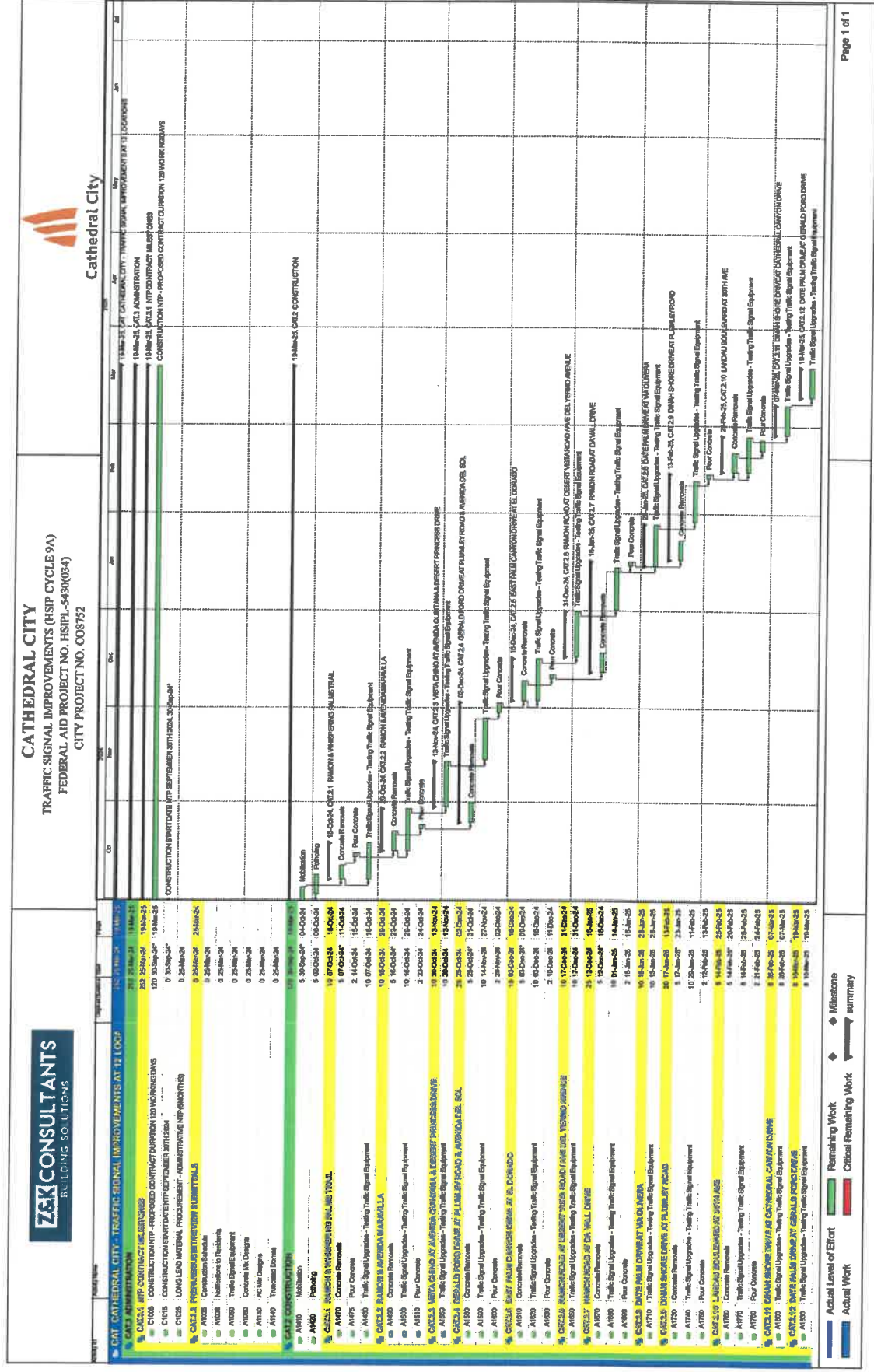


CRYSTAL FRAIRE
PRESIDENT

EXHIBIT "A"
SCOPE OF SERVICES

PROPOSED SCHEDULE

Our in-house design team and construction management team worked together to create the schedule since both thoroughly understand the City's expectations for this Project. Our proposed schedule was developed using Primavera P6 technology. This schedule includes the stages of work, time frames, and shows the ability to perform the required services in a timely manner.



iii. PROJECT UNDERSTANDING AND APPROACH

The team proposed on this project have extensive experience in project management, construction management, construction inspection and design. We have successfully utilized CM/PM 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 past performance with Cities, Counties, and other agencies shows our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead management and construction costs.

MANAGEMENT APPROACH | The Z&K Team has successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed project management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies show our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects. 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 will be examined for accuracy and constructability. The schedule logic and activity durations will also be analyzed to ensure the Contractor does not use float suppression techniques. Schedule float is a valuable resource for the Owner and the Contractor. Schedule implementation and administration is the next step in proper time management. The Contractor's actual progress will be documented daily. The Z&K Team will review the progress with the Contractor at the weekly meetings. The Contractor's three-week-look-ahead schedule will be compared with the work plan on the record schedule to ensure the Contractor continues to use the record schedule as a management tool. We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion.

COST MANAGEMENT | Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing 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.

FUNDING MANAGEMENT | Z&K will ensure that the City has all necessary information to comply with the funding requirements. Our team is experienced in complying with funding reporting and filing requirements. We pay close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. Our team is also experienced in ensuring that project documents show compliance with DBE reporting requirements, DBE goals, and/or good faith effort documented. Proper Project documentation is key in any audits. **Z&K is extremely familiar with state funded projects and has in-depth knowledge of the Caltrans Local Assistance Procedures Manual (LAPM), the Caltrans Construction Manual, and other Federal Highway Administration (FHWA) requirements.**

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).

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, 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 foster partnering and teamwork relationships for all the project stakeholders. -

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:

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

CONSTRUCTABILITY REVIEW COMMENTS

Traffic Signal Turn-On | The Engineer shall be notified at least three (3) working days prior to the intended traffic signal turn-on. The Contractor shall not proceed with the turn-on without the presence of the Engineer or his representative. The Contractor shall arrange to have a signal technician, qualified to work on the controller and employed by the traffic signal controller cabinet manufacturer or his representative, present at the time of turn-on to verify operation of the equipment.

Material Delays | The Contractor must consider possible material delivery delays due to specified products; Avg TS Materials could range from 20 - 40-week lead times.

Existing Detection Maintained | Existing detection shall be maintained at all times during construction. In the event of unexpected damage by the Contractor or any of their subcontractors as determined by the City Representative, the Contractor shall commence repairs immediately. The Contractor shall replace and restore to operation any damaged detector (inductive loop or other) within three (3) calendar days after damage occurs.

Traffic Signals to Remain in Operation | Contractor will be responsible for Existing Traffic Signals to REMAIN IN OPERATION until the new/modified installation has been satisfactorily tested and placed in operation and functional during the construction period. This includes Furnishing and Supplying Maintenance, providing Temporary materials and equipment needed with no additional cost compensation. There is no separate pay item for Operations or Maintenance during construction; Operations and Maintenance is considered incidental to the construction process.

Traffic Signal Standard Pole Removals | It is the Contractor's responsibility to field verify that all Traffic Signal Standard poles that call out for removal, as well as the exposed existing foundations not on the plans must have the Foundation excavated, removed complete, and backfilled complete with 2 Sack slurry at no extra cost to the City.

Avenida Quintana / Vista Chino | Pole F is not MUTCD/ ADA compliant with the top of Anchor bolts being roughly 2" below finish sidewalk Grade.

Avenida Quintana / Vista Chino | Pole G has existing unsafe liability dent damages beyond repair. Pole is outdated and should be replaced with a new standard.

Gerald Ford Dr & Plumley Rd | Pole F is not in MUTCD / ADA compliance 1. Anchor bolts and base plate is buried and covered in Rocks; Pole should be upgraded to new standard. 2. New proposed APS push button will not be in compliance mounted on this pole since there is no flat landing disability access to push button.

E Canyon Plaza & E Palm Canyon Dr. | 1. This intersection is within State (Caltrans) ROW Easements (CA111). The Contractor will be responsible for pulling Caltrans Permits and ROW easement boundary limits before work is performed. 2. Pole E APS push button will not be ADA compliant due to the distance of button compared to crosswalk landing. City will need to add a compliant push button post to plan detail. 3. Pole A is not to standard compliance while pole base is buried in dirt slope.

Ramon Road & Avenida Del Yermo | 1. Pole A proposed push button will not be in compliance due to not having a flat concrete sidewalk area for disability access. also distance from crossing stop bar exceeds 5ft from push button. 2. Pole C is located in the middle of Ramp. The Ramp should be shifted to accommodate a flat surface at APS PB or Relocate and upgrade pole to newest standards out of ramp.

RISK MANAGEMENT LOG

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

ID	Risk Impact	Occurrence Probability	Risk Description	Project Impact	Response Strategy
1	High	High	Traffic Control/Street Closure Restriction	Safety & Public Inconvenience	Ensure that project phasing is followed for lowest impact to businesses and public. Our team will review the traffic control plans to ensure they comply with the WATCH manual and MUTCD requirements. We will review it for minimum lane widths and as well as continuous and safe access for pedestrians. We will ensure temporary pavement markings are implemented. Our team will work closely with the Contractor to provide advanced notice to first responders and essential services.
2	High	High	Long Lead Items	Schedule	Ensure the contractor begins process to order/procure possible long lead items or items that require coordination.
3	High	High	Agency Coordination	Schedule & Budget	Our Team will ensure that all agencies affected by this Project are invited to the pre-construction conference and informed of the Project schedule and progress. Z&K will ensure that the Project complies with all permit requirements and environmental mitigation measures.
4	High	High	Potential Hazardous Services & Utility Coordination	Schedule, Budget & Safety	Ensure that Dig Alert tickets are current and up to date prior to excavation. We will keep track of hazardous and non-hazardous and conflicting utilities during our regular progress meetings. 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.
5	High	High	Extensive Change Order Claims	Schedule & Budget	Closely monitor the work and the change order process. Identify potential change orders early and proactively develop solutions.
6	High	High	Pedestrian Access During Construction	Safety & Schedule	The contractor is responsible to maintain pedestrian access around the project at all times.
7	High	High	Public/Community Outreach	Safety & Schedule	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. We will coordinate a Press Conference with the City, community, and elected officials. Prepare announcements and communicate to public early. Letters to residents will be critical as well as early placement of no parking signs.
8	High	Medium	Delays Due to Other Projects	Schedule & Budget	Z&K will work closely with the City to ensure that other scheduled projects do not interfere with our project. We will also work closely with local agencies to ensure project schedule overlap and conflicts do not occur.
9	High	Medium	Weekend Work/Overtime	Budget	All overtime shall be approved by the City prior to the commencement of work and all associated costs for inspection/construction management shall be at the expense of the contractor.
10	High	Medium	Public Safety	Safety	Z&K will work closely with the contractor to ensure that the Fire Department will be involved in the scheduling and planning stages for the streets. The Sheriff's Department will also be notified of all scheduled construction activity as this work will impact major traffic routes.
11	Medium	Medium	Damage to Private Properties	Public Inconvenience	Damage to private property and vehicles occasionally occurs during construction activities. Community outreach shall include a procedure to notify Z&K immediately if any damage occurs.
12	Medium	Medium	Job Site Housekeeping	Safety & Public Inconvenience	We will have the contractor commit to street sweeping during all construction activity. This item should not be left to the discretion of the Contractor but rather a specific directive from the City to the Contractor.

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

CONSTRUCTION MANAGEMENT | Z&K will perform a "third" party constructability review of the Project plans and specifications prior to the preconstruction conference and identify potential problems that may need attention before construction starts. We will review Project permit requirements and schedule and attend a field walk with inspector(s), design engineer, and City representatives. The team will schedule and chair a kick-off meeting with the City to discuss the proposed work plan and special concerns to be presented at the preconstruction meeting, and attend the Pre-Construction meeting. We will provide a preconstruction agenda to the City for concurrence, schedule a preconstruction meeting and notify attendees. It is envisioned that the preconstruction meeting will include all interested parties, including utilities, subcontractors, etc. The team will provide coordination of Project activities and prepare reports and documents, as necessary, for City review and action. We will maintain at the Project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders, and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data; samples; submittal; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which are relevant to the contract work.



Z&K will provide weekly status reports to the City as required. We will contact the Tribal Historic Preservation Office to arrange cultural monitoring. The team will review laboratory, shop, and mill test reports of materials and equipment, and coordinate as required with the design engineer(s), as well as prepare and send a Weekly Statement of Working Days, noting the controlling operations, to the contractor. We will monitor contractor and sub-contractor compliance with State and Federal labor laws and paperwork requirements including: monitor Contractor's certified payroll; spot check payrolls for prevailing wage compliance; conduct employee interviews; maintain evidence of apprentices employed on the Project; and ensure that the contractor has posted all required posters, notices, and wage determinations at the job site. Z&K will prepare daily/weekly Resident Engineer reports listing the type of work done, controlling operation, weather conditions, important discussions/agreements with the Contractor, and any other important facts pertaining to the Project that are not specifically covered elsewhere in the contract records. We will monitor and document domestic water or sanitary sewer improvements for compliance with the Project plans and specifications and for any requirements from Coachella Valley Water District or Desert Water Agency.

The team will administer the construction contract in conformance with the requirements set forth in the Project plans and specifications including applicable requirements from Caltrans' Standard Plans and Specifications, Local Assistance Procedures, Standard Specifications for Public Works Construction and the City of Cathedral City. We will receive, log, and respond to contractor Request for Information (RFI) and conduct weekly construction progress meetings with the Contractor, Sub-contractors, City Staff, Design Engineer, Sub-consultants, affected outside agencies, general public, business owners, other consultants, etc. to discuss matters such as procedures, progress, problems, and scheduling; we will then prepare and distribute meeting minutes. Z&K will review and approve Subcontracting Request forms, coordinate and monitor all inspection activities, and maintain an open-door policy and meet with the general public as needed regarding street construction and make recommendations to address any concerns. We will receive and process all shop drawings, Project data, samples, and other submittals to the design engineer for review and establish and implement procedures for expediting the processing and approval of submittal. We will coordinate submittal review with the design engineer on an as-needed basis, coordinate with the City Engineer and other City Departments, and document all claims and maintain account records. We will provide all necessary documentation and support to the City in settling claims.

The team will administer implementation of Project's Traffic Control Plan and perform weekly reviews for conformance to approved plan. We will coordinate and schedule construction surveying, coordinate testing requirements and scheduling of material testing, and review and analyze the Contractor's schedule (weekly), including activity sequences and duration, schedule of submittal and schedule of delivery for products with long lead times. We will work with Contractor to maintain the Project schedule to show current conditions and suggest revisions as required. Z&K will recommend necessary or desirable changes in the Construction Contractor's scope of work to the City. Review and evaluate the contractor's request for changes and negotiate with the Contractor and submit recommendations to the City supported by field data related to any additional work. If change orders are accepted by the City, we will prepare change orders for signature and authorization by the city. We will maintain a log of change requests. Z&K will create and maintain "As-Built" Project schedule, review pay requests and provide recommendation for contractor payments, manage contractor DBE requirements, coordinate the Transition of the Project to City Maintenance, coordinate any training sessions required for City Staff, and conduct regular coordination meetings with property owners and business owners.

Z&K will provide the following Project closeout services: administer and coordinate final inspections, coordinate the correction and the completion of the work, assist the City in determining when the Project, or a designated portion thereof, is substantially complete, prepare for the City, a summary of the status of the work of the Contractor, listing changes in the previously issued certificates of substantial completion of the work, and recommending the times within which the Contractor shall complete uncompleted items on the certificate of substantial completion of the work, calculate the amount of final payment due to the prime Contractor, obtain evidence of certification of all lien releases, secure and transmit to the City, required guarantees, issue the notice of substantial completion, coordinate any startup requirements, deliver all equipment manuals, special equipment, spare parts, catalogs, and other materials required by specifications, collect all "As-Built" data from all contractors and consultants, and make recommendation for the release of retention. Z&K will provide construction management documents and records to the City.

LABOR COMPLIANCE | The Z&K Team will monitor the Contractor and sub-contractor compliance with State and Federal labor law and paperwork requirements including monitoring Contractor's certified payroll and supporting payroll records (statements of compliance, fringe benefit statements, deductions, apprentice registration, etc.), spot checking payrolls for compliance, monitoring applicable State and Federal prevailing wage requirements as well as providing State and Federal prevailing wage rates for labor compliance support, conducting employee interviews, maintaining evidence of apprentices/trainees employed on the Project, and ensuring that the contractor has posted all required posters, notices, and wage determinations at the job site. Z&K will prepare and present mandatory labor compliance checklist to be presented to and acknowledged by the contractor at the pre-Construction meeting.



INSPECTION | The Z&K team will review contract documents, plans and permits, attend field walks and kick off meetings, and attend the pre-construction meeting. We will monitor and enforce construction noticing requirements, including but not limited to PM10 and SWPPP requirements. We will maintain field diary (bound workbooks) during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation. The team will maintain a separate field diary for change order work. We will monitor the contractor's fugitive dust control plan and ensure the contractor using approved haul routes and they are kept clean. The team will ensure compliance with the construction contract by continuously monitoring, evaluating, approving or rejecting the Contractor's work in accordance with the approved construction contract documents. Z&K will determine that the Contractor's work is being performed in accordance with the requirements of the contract documents.

Endeavor to guard City against defects and deficiencies in the work. As appropriate, we will require special inspection or testing, or make recommendations to City regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether such work is fabricated, installed or completed.

We will track and monitor construction costs, provide and maintain a digital photographic history of the progress of the Project. Photos will also be taken of the following: Showing existing conditions prior to construction, disputed work items, work that must be duplicated, replaced or removed, completed work, and extra Work. Record the progress of the Project. Maintain a daily log containing a record of weather, Contractor and sub-contractor's work on site, Contractor and sub-contractor's equipment with hours on site and idle time, number and names of workers with hours on site, work accomplished, problems encountered, and other relevant data. Provide copies of daily logs to City as requested. Include information on Contractor and the entire Project, showing percentages of completion. Daily Reports should be detailed enough to develop Time and Material payments for the contractor's work in case of future disputes. During the course of construction, we will maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections. Z&K will ensure ADA compliance and maintain copies of all permits needed to construct the project and enforce special requirements of each.

MATERIAL TESTING | Materials testing services will be provided by our subconsultant, Converse Consultants, with whom we have worked on multiple projects in the past. Z&K will be responsible for supervising and coordinating the materials and geotechnical testing program to ensure all required testing is performed with the required frequencies and documented according to the City's plans, specifications, and industry standards. 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 can 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.

Z&K understands that the selected firm will be responsible for providing construction engineering support to ensure delivery of the Projects remain consistent with ATP project schedules and programming guidelines, communicating with Caltrans on project deliverables and other administrative functions associated with delivering state funded Local Assistance projects.

iv. Addendums

Z&K acknowledges that there were no addendums issued.

EXHIBIT "B"
COMPENSATION

B. COST PROPOSAL

Engineering Department, City of Cathedral City
68700 Avenida Lalo Guerrero, Cathedral City, CA 92234

March 7, 2024

Subject: Cost Proposal for Request for Qualifications/Proposals to provide Professional Construction Engineering Support Services for Highway Safety Improvement Program (HSIP) Traffic Signal Improvements at 12 Intersections Project (Federal Project No. HSIP-5430(034) – City Project No. C08752)

To Whom it May Concern,

Z&K Consultants, Inc. (Z&K) proudly presents our cost proposal for Request for Qualifications/Proposals to provide Professional Construction Engineering Support Services for Highway Safety Improvement Program (HSIP) Traffic Signal Improvements at 12 Intersections Project (Federal Project No. HSIP-5430(034) – City Project No. C08752). Our not-to-exceed total lump sum fee for Professional Construction Engineering Support Services is **\$209,124.00**.

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

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

Below is a table with the hourly rate schedule:

Z&K Consultants, Inc Hourly Rates:

Senior Construction Manager//Resident Engineer	\$212.00
Senior Construction/Traffic Signal Inspector	\$188.00
Project Manager/Office Engineer	\$135.00
Constructability Reviewer	\$166.00
Labor Compliance	\$128.00

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

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 and are committed to the successful completion the City's important project.**

Sincerely,



Crystal Fraire, PE | President

Z&K Consultants Inc.

17130 Van Buren Blvd. | Suite 122 | Riverside, CA 92504

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 72 working days. This assumes 40 hours for constructability review, 2 hours a day for the Senior Construction Manager/ Resident Engineer, full-time for the Senior Construction/Traffic Signal Inspector, 4 hours a week for the Labor Compliance Officer, and 2 hours a day for the Project Manager/Office Engineer.

COST PROPOSAL FOR REQUEST FOR QUALIFICATIONS/PROPOSALS TO PROVIDE PROFESSIONAL CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) TRAFFIC SIGNAL IMPROVEMENTS AT 12 INTERSECTIONS PROJECT (FEDERAL PROJECT NO. HSIP-5430(034) – CITY PROJECT NO. C08752)								
Task/ Classification	Senior Construction Manager/ Resident Engineer (Hrs)	Senior Construction/ Traffic Signal Inspector (Hrs)	Labor Compliance Officer (Hrs)	Project Manager/ Office Engineer (Hrs)	Constructability Reviewer (Hrs)	Material Testing Services	Total Cost	
Hourly Rate	\$ 212.00	\$ 188.00	\$ 128.00	\$ 135.00	\$ 166.00	-		
Pre-Construction Services	8	16	8	16	24	-	\$11,872.00	
Construction Management	144	-	-	-	-	-	\$30,528.00	
Construction Inspection	-	576	-	-	-	-	\$108,288.00	
Office Engineering	-	-	-	144	-	-	\$19,440.00	
Labor Compliance	-	-	60	-	-	-	\$7,680.00	
Project Closeout	40	24	8	40	-	-	\$19,416.00	
Material Testing Services	-	-	-	-	-	\$11,900.00	\$11,900.00	
TOTAL	\$40,704.00	\$115,808.00	\$9,728.00	\$27,000.00	\$3,984.00	\$11,900.00	\$209,124.00	

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

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

(4) Professional Liability. \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

(3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.