

**CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND
AKM CONSULTING ENGINEERS TO PROVIDE ON-CALL CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES**

THIS AGREEMENT is made and entered into on this 3rd day of October, 2023 by and between AKM Consulting Engineers (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On July 18, 2023 the City issued Request for Proposal (“RFP”) No. 23-122 by which it desired to retain a consultant having special skill and knowledge in the field of construction management and inspection services on an on-call basis for the City’s Public Works Agency. Said services are required to augment City staff efforts to complete delivery of capital improvement projects involving public works infrastructure and City facilities.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 23-122.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services that were described in the scope of work included in the RFP No. 23-122, during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in “**Scope of Services - Exhibit A**”, attached hereto and incorporated by reference, and as further described in Consultant’s Proposal, attached hereto and incorporated herein by this reference as “**Consultant’s Proposal - Exhibit B**”.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee Proposal, which is attached hereto and fully incorporated herein by this reference as “**Compensation - Exhibit C**”. Consultant is one of five (5) separate consultants selected to provide services on an on-call basis under RFP 23-122. The total compensation for services provided by all consultants selected under RFP 23-122 shall

not exceed the shared aggregate amount of \$3,000,000.00 during the term of this Agreement, including any extension periods, as set forth in Section 3, below.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.
- c. Notwithstanding any contrary terms contained within Consultant's Fee Proposal, Consultant's fees shall not increase by more than 3% annually over the term of this Agreement, including any extension periods, unless directly affected by Prevailing Wage laws, if applicable.

3. TERM

This Agreement shall commence on October 3, 2023 and end on October 2, 2026, with the option for the City to grant up to one (1), two (2) year extension, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

7. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
 - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - (iii) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease.

- (iv) Professional Liability Insurance with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- (i) **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
 - (iv) **Waiver of Subrogation.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
 - (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
 - (vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

(viii) **Verification of Coverage.** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(ix) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

(x) **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in

this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultant and/or contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case

such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Jennifer L. Hall
City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702
Fax:

To Consultant:

Emin Kayiran, Vice President
AKM Consulting Engineers
553 Wald
Irvine, CA 92618

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signatures contained on following page]

**SIGNATURE PAGE FOR CONSULTANT AGREEMENT BETWEEN THE CITY OF
SANTA ANA AND AKM CONSULTING ENGINEERS TO PROVIDE ON-CALL
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

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

ATTEST:

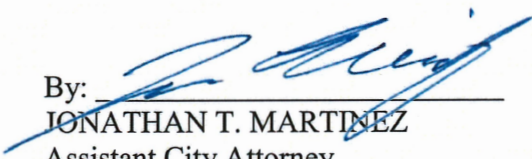
CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

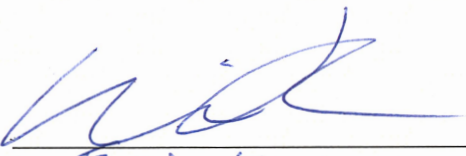
KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

JONATHAN T. MARTINEZ
Assistant City Attorney



By: Emin Kargiran
Title: Vice President

RECOMMENDED FOR APPROVAL:

NABIL SABA
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES
RFP NO. 23-122**

INTRODUCTION/PROJECT DESCRIPTION

The City of Santa Ana intends to retain Construction Management firm on an as-needed or "On-Call" basis. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management proposals on specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management services to support the construction efforts and serve as an extension of City staff to assist in the overall delivery of this project, including pre-construction tasks, managing construction and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Construction Manager or his authorized representative. City staff may assist in managing construction and will oversee the work of the Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contractor administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines in order to execute successfully the project in a timely and cost efficient manner.

The majority of capital improvement and construction projects within the city includes, but is not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Water service and pipelines
- Pump and motor improvements
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- System controls and instrumentation
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical system
- Electrical system
- Traffic Signal Improvements

Scope of Services

The required services by the Project Manager, the Inspector and the Contract Administrator may include the following:

1. RESIDENT ENGINEER / ADMINISTRATOR

- a. The PM shall represent the City Construction Manager in the field. The CM shall possess a minimum of (5) years' experience in construction management.
- b. The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the experience.

2. BID ANALYSIS

- a. Prior to the start of the project, the PM shall be responsible for conducting a bid analysis to determine who the lowest responsible bidder for the project will be. Shall obtain certificates of insurance, performance bond and "New Vendor Packet" requirements have been satisfied. This includes verifying that all sub-contractors have a valid City Business License.

3. STAFF REPORTS

- a. Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

4. GENERAL CONSTRUCTION ADMINISTRATION

- a. Coordinate with the City to define the roles and responsibilities during construction and develop a construction management plan.
- b. Co-lead pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute minutes.
- c. Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- d. Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as- built records.
- e. Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in achieving the resolution of problems, which may arise.
- f. Manage the Construction Management Software PROCORE, coordinating with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- g. Shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

5. SUBMITTAL/RFI REVIEW & PROCESSING

- a. The PM shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals"). Shall transmit the Submittals to City staffing for review and approval, and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- b. PM shall develop, maintain, and manage all submittal/RFI logs.
- c. Determine the workflow on PROCORE for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

6. CONSTRUCTABILITY REVIEW

- a. Shall review project plans and specifications to determine its "constructability". Shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. Update the project schedule as required showing current conditions and revisions required by actual progress.

- b. The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Construction Manager and clarified prior to construction starts.

7. CHANGE ORDER REVIEW

- a. Shall conduct comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. Shall regularly monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs, and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

8. SAFETY

- a. Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

9. PROGRESS PAYMENTS

- a. Maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- b. May develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make recommendations for certification to the City for payment.
- c. Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

10. INSPECTIONS

- a. Determine that the work of contractor is being performed in accordance with the contract documents. Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents. Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- b. Facilitate and coordinate inspection by representatives of other agencies.
- c. Evaluate the completion of the work of the contractor and make recommendations to the City when work: is ready for final inspection. Assist the City in conducting final inspections.
- d. Schedule and coordinate special inspection and material testing with the County of Orange or other consultants.
- e. Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

11. CLAIMS

- a. Claims submitted by the contractor must adhere to the Public Contract Code Section 10240 and 20104.
- b. PM shall coordinate with City consultant on claim matters.
- c. Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim. Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

12. PREVAILING WAGE / LABOR COMPLIANCE

- a. Shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.
- b. Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- c. Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

13. CWA COMPLIANCE

- a. Shall monitor and enforce the City's Community Workforce Agreement (CWA) forms and requirements to ensure compliance. Verification should be provided with the monthly progress payments.
- b. Outline responsibilities within the agreement and assist contractors in achieving the CWA goal.

14. PROJECT CLOSEOUT

- a. The PM shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfection to determine if it is a warranty issue.
- b. Shall provide a close out report outlining any obstacles, violations, services performed, and final percentages achieved by the workforce as part of the CWA.
- c. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

15. COMMUNITY OUTREACH

- a. Attend and co-lead a pre-construction meeting with the community. Primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- b. PM shall coordinate with the city's community liaison and communicate with the community regarding impacts related to the construction project.

16. FEDERAL REQUIREMENTS

- a. Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- b. Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- c. Compliance with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) authorized by the American Rescue Plan Act (ARPA). Review ARPA requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

Payment and Invoicing:

Selected Construction Management Firm shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement.

A 10% retention will be held on every invoice through the project.

City Responsibilities:

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Furnish scope of work and provide general direction as needed for the assigned project
- All plan check coordination within the City
- Advertise, award, and administer of construction contract
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards)
- Electronic files for title sheets and sheet borders
- Facilitate meeting space and coordination and City facilities

Consultant Responsibilities:

Consultant shall provide all required insurance as outlines in Attachment 3 of this RFP.

EXHIBIT B

CONSULTANT'S PROPOSAL

CITY OF SANTA ANA
REQUEST FOR QUALIFICATION
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES – RFP No. 23-122

DUE: August 8, 2023

Submitted by:

AKM CONSULTING ENGINEERS
553 WALD, IRVINE, CA 92618

Contact: Emin Kayiran, CPII
Phone: 949-753-7333 Fax: 949-753-7320
ekayiran@akmce.com

Proposal



*Water Resources
Infrastructure
Construction Management*

AKM Consulting Engineers

553 Wald
Irvine, CA 92618
Telephone: 949.753.7333 Facsimile: 949.753.7320
www.akmce.com

August 8, 2023

City of Santa Ana

20 Civic Center Plaza
Public Works Agency, M-36
Santa Ana, CA 92702
Attn: Mr. Edward Torres

**Subject: Proposal to Provide On-Call Construction Management and Inspection Services
(RFP No. 23-122)**

Dear Mr. Torres:

In response to your Request for Proposal dated July 18, 2023, and Addendum 1, AKM Consulting Engineers (AKM), a SBA certified Small Business Enterprise, is pleased to submit this proposal to provide on-call construction management and inspection services to the City of Santa Ana (City). AKM certifies that we meet the minimum requirements of this solicitation. Our proposal reflects our understanding of the scope of work contained in the RFP, our previous experience providing construction management and inspection services under on-call contracts to public agencies, a review of the City's Capital Improvement Program, insurance documents, and information provided by the City. Contact information for this proposal is:

Emin Kayiran, CPII

Vice President / Director of Construction Management Services

AKM Consulting Engineers, Inc. - 553 Wald, Irvine, CA 92618

Phone: 949-753-7333 – FAX: 949-753-7320 – email: ekayiran@akmce.com

AKM is a full service organization which specializes in providing public infrastructure engineering, construction management and related services to a wide Southern California public agency client base since its inception in August 1990. AKM has a long and distinguished record of providing as needed professional services to public agencies including the City of Santa Ana. For the past 3 years, AKM has served as an on-call construction management consultant to the City, and in that time, we responded to every task order request that the City distributed. We commit to maintaining the necessary resources to continue to respond to all task order proposal requests.

As we understand, the City plans to engage the services of qualified Construction Management consulting firms to partner with the City in delivering a variety of planned projects. The projects will vary in size and scope and will be initiated via task orders. Selected consultants will respond to task order requests via a concise, yet complete proposal. Responsiveness to task order requests is vital in order for the City to successfully deliver planned projects on time. In order to respond to this need and offer the City the highest quality of service, AKM has assembled a Project Team with extensive experience and expertise in all facets of planning, design, and construction management of public infrastructure projects. The proposed Project Team will be under the direction of Mr. Emin Kayiran, as Project Manager, who is AKM's Project Manager for our current On-Call Construction Management



Agreement with the City. He possesses over 19 years of public works infrastructure construction management and inspection expertise. He also serves, or served, as AKM's Project Manager for On-Call Construction Management Contracts for the City of Cypress, City of Stanton, City of Fontana, City of Corona, City of Long Beach, Ontario Municipal Utilities Company, South Coast Water District, Water Replenishment District, and West Basin Municipal Water District. Additionally, Mr. Kayiran served as a Subject Matter Expert for the American Public Works Association in support of an overhaul of their public infrastructure inspection training and certification material including co-authoring a new module on the inspection of treatment and pumping facilities.

The team has been assembled based familiarity and knowledge with the City and their system, as well as technical expertise such as specific street, building, water, sewer, recycled water facilities construction experience, experience in coordinating with multiple outside agencies, treatment and wellhead experience, proficiency in electrical and automation systems such as programmable logic controllers, variable frequency drives and integration of electrical and instrumentation components into existing SCADA systems. The team also includes multiple experts in scheduling and delay analysis using both Primavera P6 and Microsoft Project, steel and concrete tank construction, as well as specialty coating applications.

We have carefully reviewed the form Agreement provided in Attachment 2 of the RFP and concur with all provisions contained within the Agreement. AKM is prepared to execute the Agreement as written upon request from the City.

We propose to provide our services to the City on a time and materials basis for not to exceed fees established for each project utilizing our schedule of hourly rates included in this submittal.

Our submittal is valid for 120 days.

Stated in the RFP, this proposal is to be 10 double sided pages, excluding forms and resumes. However, do to being submitted online, our proposal is 20 pages. It is AKM Consulting Engineer's intent for our proposal to be printed out as 10 double sided pages.

We appreciate the opportunity to submit our proposal and look forward to continuing to serve the City of Santa Ana in completing construction management and inspection projects. Should you have any questions regarding our submittal or require additional information, please do not hesitate to contact the undersigned, who possesses full legal authority to bind AKM Consulting Engineers.

Very truly yours,

AKM Consulting Engineers

A handwritten signature in blue ink, appearing to read "Emin Kayiran", written over the printed name.

Emin Kayiran, CPII

Vice President / Director of Construction Management Services



FIRM AND TEAM EXPERIENCE

AKM, a SBA Certified Small Business Enterprise, is a multi-disciplined professional organization that specializes in providing water resource infrastructure engineering and related services to public agencies. AKM has a current staff of thirty (30) employees who operate out of our office strategically located in Irvine at the intersection of the 5 and 405 Freeways. The scope of services offered by AKM includes all facets of planning, design and construction management for public works infrastructure.

Legal Name of Firm: **AKM CONSULTING ENGINEERS, INC.** 553 Wald, Irvine, California 92618

Year Established: 1990

Contact Information: Mr. Emin Kayiran, Vice President/Director of Construction Management
ekayiran@akmce.com Phone: (949) 753-7333 FAX: (949) 753-7320

The focus of our experience is within Southern California, and all key project team members are fully acquainted with the local and regional issues affecting the planning, design and construction of water resource infrastructure in the area. This, along with the technical and managerial depth of the team, will ensure the successful implementation of any project assigned under this contract. Having been providing construction management related services since the firm's inception in 1990, AKM has completed construction management and inspection assignments for the following agencies:

- | | | |
|--|-------------------------------|--------------------------------|
| ▪ City of El Segundo | ▪ City of Garden Grove | ▪ City of Santa Fe Springs |
| ▪ City of Cypress | ▪ City of San Clemente | ▪ City of Tustin |
| ▪ City of Newport Beach | ▪ City of San Juan Capistrano | ▪ City of Palos Verdes Estates |
| ▪ City of Fountain Valley | ▪ City of Seal Beach | ▪ City of Corona |
| ▪ City of Ontario | ▪ City of Alhambra | ▪ City of Arcadia |
| ▪ Garden Grove SD | ▪ Orange County WD | ▪ Orchard Dale WD |
| ▪ West Basin MWD | ▪ Moulton Niguel WD | ▪ City of Long Beach |
| ▪ City of Stanton | ▪ South Coast Water District | ▪ City of Santa Ana |
| ▪ Bellflower Somerset Mutual Water Co. | | |

Additionally, AKM has completed or is engaged in On-Call Services contracts for the following agencies:

- | | | |
|-----------------------|--------------------|-------------------------------|
| ▪ City of Los Angeles | ▪ City of Cypress | ▪ Los Angeles County DPW |
| ▪ City of Seal Beach | ▪ City of Stanton | ▪ Garden Grove SD |
| ▪ City of Corona | ▪ City of Anaheim | ▪ City of Huntington Beach |
| ▪ City of Ontario | ▪ County of Orange | ▪ Camarillo Sanitary District |
| ▪ South Coast WD | ▪ WRD | ▪ City of Long Beach |
| ▪ WBMWD | ▪ Fontana | |

COMPANY PROFILE

The scope of services offered by AKM includes all facets of planning, design and construction management for public works construction projects. We have a long and distinguished record of providing on-call services to public agencies. A full listing of services offered by AKM is as follows:

CONSTRUCTION MANAGEMENT AND SUPPORT

- | | | |
|---------------------------|-------------------------------|-------------------------------|
| ▪ Contract Administration | ▪ Resident and Field Services | ▪ Project Close-Out |
| ▪ Inspection | ▪ Procurement | ▪ Estimating |
| ▪ Construction Management | ▪ Start-Up and Acceptance | ▪ Schedule and Delay Analysis |

STORMWATER, WASTEWATER, POTABLE WATER, AND RECYCLED WATER

- | | | |
|---------------------|--|--------------------------------------|
| ▪ Master Plans | ▪ Storm Drains and Channels | ▪ Deficiency Reports and Inventories |
| ▪ Water Treatment | ▪ Detention Basins | ▪ Capital and Facilities Plans |
| ▪ Water Reclamation | ▪ Permitting and Regulatory Compliance | |
| ▪ Odor Control | | |



- Solids Handling
- Outfalls
- Collection Facilities
- Pump and Lift Stations
- Pipeline and Transmission Facilities
- Wells
- Storage Facilities
- Improvement Plans
- Hydraulic Analysis
- Hydraulic Structures
- Reservoirs and Lakes
- Water Quality

TECHNICAL SERVICES

- Supervisory Control and Data Acquisition (SCADA)
- Geographic Information Systems
- Operations and Maintenance
- CADD (Microstation, AutoCAD)
- Scheduling

PLANNING

- Project Planning
- Potable Water, Recycled Water, Waste Water, and Storm Water Master Plans
- Facility Planning
- Economic and Financial Planning
- Conjunctive Use Planning
- Sewer System Management Plans (SSMP)
- Rate Studies
- Urban Water Management Plans
- Water Supply Assessments

QUALIFICATIONS

AKM Consulting Engineers, by virtue of its extensive relevant experience, specialized training, local knowledge, and technical competence, can provide the City with high quality construction management, and inspection services, quickly, and at a lower overall cost than our competitors. Our staff members possess experience directly related to all facets of construction management and inspection with significant experience with water, recycled water, wastewater, stormwater and stormdrain facilities.

Further, AKM has been providing construction management services to the City of Santa Ana since 2020. During that time, AKM has successfully partnered with the City staff to complete several successful projects, while at times navigating through complex project issues. By virtue of this experience, our construction management staff possess intimate knowledge of the City's infrastructure, their organizational structure, and has a strong feel for the pulse of the residents and the community where their facilities are located

Because AKM is a full service engineering firm, our team has an extremely well rounded background in all facets of public infrastructure engineering, many having worked on multiple design and master planning assignments. This level of experience enables our team to approach construction projects on a much deeper level, since they understand design and overall planning implications on City infrastructure and systems as a whole. AKM also retains an in-house staff of computer-aided drafting professionals and can support the District with any of their CAD needs.

Full client satisfaction is a corporate commitment at AKM. This is reflected in a very high repeat client base (over 92%), our standing in the industry as a premier public infrastructure engineering company, low insurance rates, and a very stable work force.

Summary of Unique Qualifications

All proposed team members have served as both a construction inspector and construction manager, bringing a well-rounded background to projects

AKM team members are recognized experts specializing in the field of public works infrastructure with an emphasis in water resource related projects

We understand the organizational structure of the City as AKM specializes in public infrastructure and only works for public agencies

Proposed team members have a strong feel for the pulse of the residents and the community where projects are expected to take place

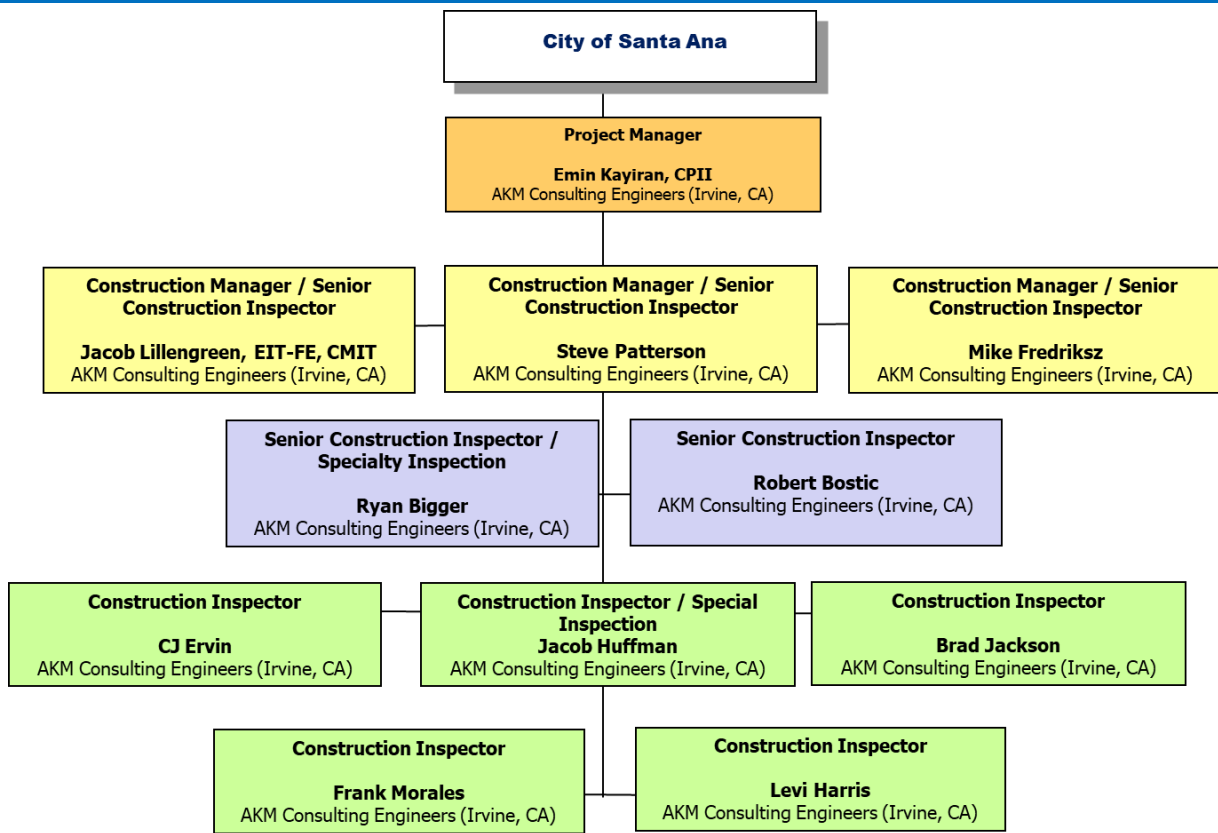
Unrivaled responsiveness to the City and project needs. Our day does not end at 5:00 PM

Proven track record of being able to respond to both large projects spanning years, as well as small projects lasting only a few days

The City will have access to a full service engineering firm who can also provide engineering support, design, CAD and planning



PROJECT TEAM



AKM Consulting Engineers provides an in-house multi-disciplinary staff of professionals who are recognized specialists in public infrastructure planning, design, and construction management. The staff members have superb technical training and academic backgrounds. Furthermore, they regularly attend technical seminars to keep abreast of the professional developments in their fields.

AKM's proposed Project Team members have a long and distinguished track record in the performance of high quality services, especially with respect to program/project management, construction management and inspection of public infrastructure improvements. The Project Team is well qualified to undertake the work and provide superior technical services. All key members will be made fully available to serve on any assigned project under the proposed on-call services contract. Key team members will not be substituted without prior written approval from the City. In the very unlikely event a key project team member becomes unavailable during a project do to an unforeseen circumstance, an equally or superiorly qualified replacement will be provided. AKM will submit a situation and project specific transition plan for the City's consideration in such an event. Resumes with relevant experience of key project personnel are included in an Appendix B. We stress that all of our proposed team members will be fully available for the duration of the Contract.

The key to successful completion of the work for the City will be the Construction Managers and Resident Engineers/Inspectors. These team members will be responsible for day-to-day communications with Contractors during projects, and in many ways, their effectiveness will dictate how efficiently the projects are completed. The position requires persons who are knowledgeable of the project's plans and specifications; possess excellent communications skills, and are confident and capable of exercising basic fairness when confronted with conflicts or differences of opinions, while still protecting the City's interests and those of the projects at large. We have assigned eight (8) highly skilled, senior level construction professionals to this assignment. AKM construction management and inspection team includes the following members:



- Emin Kayiran, CPii, Project Manager / Director of Construction Management Services **(Primary point of contact)**
- Steve Patterson, Senior Construction Manager/Senior Construction Inspector **(Secondary point of contact)**
- Mike Fredriksz, Construction Manager / Senior Construction Inspector
- Jacob Lillengreen, EIT-FE, CMIT, Construction Manager
- Ryan Bigger, Senior Construction Inspector / Specialty Inspection
- Robert Bostic, Senior Construction Inspector
- Brad Jackson, Construction Inspector
- Jacob Huffman, Construction Inspector / Special Inspection
- Frank Morales, Construction Inspector
- Craig Ervin, Construction Inspector
- Levi Harris, Construction Inspector

All construction management and inspection services performed by AKM are structured to respond to the technical and managerial requirements of the project by assigning senior, highly qualified personnel to the scope of work tasks. They function in a simple organization with clear lines of delegated authority and responsibility. Our assigned Project Manager, Mr. Emin Kayiran, CPii, will be the principal point of contact with the City and have full technical and administrative responsibility for the projects. In the very unlikely event that Mr. Kayiran is temporarily unavailable, Mr. Steve Patterson will be the associate in charge and the City's contact.

We stress that AKM's staff has the unique ability to inspect electrical and control systems, as well as coating and lining systems for water, wastewater and treatment applications. It is a requirement for all AKM Construction Management Team Members to possess the ability to inspect these aspects of construction. As such, there is a greater level of inspection continuity and quality assurance amongst the various aspects of construction since it inspected by the same individual. Often times when projects are staffed with multiple inspectors assigned to individual trades, inspection responsibilities become blurred and important details are over-looked. This also enables AKM to have greater control over the quality of inspections and translates to cost savings for the City.

Our construction management and inspection team is represented in the organization chart in this Section. The key team members for this project are listed at the end of this Section along with their detailed description and biography. We are able to provide additional superbly qualified resources that work with AKM on select projects if need be.

MR. EMIN KAYIRAN, CPii - Role: Project Manager / Director of Construction Management Services Years of Experience: 19 Years with AKM: 19

Mr. Emin Kayiran, CPii, who has been a Construction Manager and Senior Resident Engineer with AKM for over 19 years, has a broad background in construction management, inspection, and scheduling. Mr. Kayiran's experience includes management and inspection of treatment facilities; wells; pipelines; pump and lift stations; street improvements including traffic striping; rehabilitation and slurry seal; reservoirs; concrete structures; protective coatings and linings; electrical, control and SCADA systems; management of hazardous materials removal; shoring systems; dewatering; and ground settlement monitoring. Additionally, Mr. Kayiran has provided shop drawing review, claims management, cost control, change order preparation, change order negotiation, startup testing and inspections, warrantee inspections, warrantee work coordination with contractors, utility coordination and constructability review services to municipal agencies. He is trained in schedule and delay analysis and well versed in Primavera P6.

Mr. Kayiran has served as an on-call construction manager for West Basin Municipal Water District, South Coast Water District, Ontario Municipal Utilities Company, the City of Cypress, the City of Santa Ana, the City of Fontana, the City of Stanton, Water Replenishment District, the City of Long Beach and an on-call construction inspector for the City of Seal Beach.

Mr. Kayiran recently served as a Subject Matter Expert for the American Public Works Association in support of an overhaul of their public infrastructure inspection training and certification material. During this effort, he co-authored a new training module on the inspection of pumping and treatment



facilities for inclusion in the updated manual which was published in 2019. He was a co-presenter and speaker for “De-mystifying Risk” an Engineering News Record webinar.

Mr. Kayiran will be responsible for developing project specific construction management and inspection procedures for any assignment. He will also ensure that field construction management and inspection work is being carried out in strict accordance with the project goals and scope of work.

MR. STEVE PATTERSON - Role: Construction Manager / Senior Construction Inspector
Years of Experience: 34 **Years with AKM:** 15

Mr. Steve Patterson, a Construction Manager/Senior Resident Engineer with AKM since 2008, has over 30 years of public infrastructure construction, operation, maintenance, and design experience. Mr. Patterson has significant experience managing and inspecting construction with an emphasis in public works capital improvement projects. He has served as a Utilities Operations Supervisor for a municipally owned water/wastewater utility in a coastal community. Additionally, Mr. Patterson has thorough knowledge of, and training in occupational hazards and safety precautions and requirements as they pertain to the construction, operations and repair of public works infrastructure. Mr. Patterson is also thoroughly familiar with the requirements of both Caltrans and the U.S. Army Corp. of Engineers for State and Federally funded local projects.

MR. MIKE FREDRIKSZ - Role: Senior Construction Manager / Senior Construction Inspector
Years of Experience: 30 **Years with AKM:** 6

Mr. Mike Fredriksz has more than 30 years of experience providing construction oversight of Capital Improvements and large residential development projects. Prior to joining AKM, he served as the Inspection Services Supervisor for Irvine Ranch Water District. Mike's project experience includes water, recycled water and wastewater facilities, reservoirs, pipelines, pump stations, sewer lift stations, buildings, treatment plants, street rehabilitation and slurry seal. He has been extensively involved with multiple stakeholders including the public, elected officials, developers, contractors, engineers and architects. His responsibilities have included monitoring construction activities, traffic control, preparing daily construction reports, verifying compliance with plans and specifications, maintaining record drawings, performing final inspections and presiding over facility startups. Mike has knowledge and experience with project management, submittal process, RFI and change orders.

MR. JACOB LILLEGREEN, EIT-FE, CMIT - Role: Construction Manager **Registration:**
 Engineering in Training (CA); Fundamentals of Engineering; CMIT Level 3
Years of Experience: 6 **Years with AKM:** 1

Mr. Lillengreen has 6 years' experience in engineering and construction management working on various public works projects. He possesses communication and organizational skills to provide valuable support for construction projects. He is well versed in processing RFIs, submittals and change orders in a timely matter. Mr. Lillengreen has an extensive computing background and is highly proficient in AutoCAD, Bluebeam, and a range of Microsoft programs. He has experience in multiple project management software as well including Procore, EADOC, VPO and Unifier.

MR. RYAN BIGGER - Role: Senior Construction Inspector / Specialty Inspection
Registration: ICC Special Inspector Certification – Reinforced Concrete; Pre-Stressed Concrete; Structural Masonry; Spray Applied Fire Proofing; Structural Steel and Bolting **Years of Experience:**
 10 **Years with AKM:** 2

Mr. Ryan Bigger is an experienced Construction Inspector who began his career as a materials testing technician and Special Inspector. Mr. Bigger has a strong background in reinforced concrete structures, geotechnical remediation, structural bolting, piping and protective coatings. Mr. Bigger has provided inspection services for pipelines, treatment plants, pump stations, road and highway work, grading operations, municipal buildings and airports. He applies a meticulous attention to detail to all of his projects.

**MR. ROBERT BOSTIC - Role: Senior Construction Inspector**

Registration: SWRCB Grade IV Water Treatment Operator; SWRCB Grade IV Water Distribution Operator **Years of Experience:** 17 **Years with AKM:** 3

Mr. Robert Bostic, a former United States Marine Corps Sergeant, has more than 17 years of experience providing construction management, inspection services and operations and maintenance services. Robert's project experience includes water treatment facilities, natural gas systems, street maintenance, desalination plants, as well as operations, and management. He is a licensed Grade IV Water Treatment Operator and Grade IV Water Distribution Operator. Having served as a construction manager and inspector, as well as a treatment plant and water distribution operator, Mr. Bostic brings a uniquely well rounded perspective to the projects he serves.

MR. BRAD JACKSON - Role: Construction Inspector

Years of Experience: 30+ **Years with AKM:** 1

Mr. Brad Jackson will serve as the Construction Inspector. Mr. Jackson has spent the past 30 years with the Irvine Ranch Water District. He has progressed from a position in the warehouse learning the basics of pipes, fittings and appurtenances to managing a team of dedicated construction inspectors overseeing and inspecting projects from housing tracts to the construction of District pipelines, reservoirs, pump stations, well rehabilitations and chemical feed facilities. He possesses excellent oral and written communication skills and take great pride in composing documentation and reports. Collectively, with his experience and education, he will provide excellence in inspection services. Mr. Jackson has inspected several pipelines, many of which required close coordination with the staff of other involved agencies, and were constructed within major arterial roads.

MR. JACOB HUFFMAN - Role: Construction Inspector / Special Inspector

Years of Experience: 20+ **Years with AKM:** 1

Mr. Jacob Huffman, a seasoned construction inspector, is a certified ACI Concrete Field Testing Technician, ICC Certified, and Caltrans Certified inspector who possesses over 20 years of experience in construction inspection for underground water, sewer, storm drain, and other utility work, as well as water resource related facilities such a pump stations, treatment plants and reservoirs. His experience also includes a variety of street rehabilitation work and municipal buildings. Mr. Huffman has inspected all phases of construction of new facilities, as well as rehabilitation of existing facilities from inception to completion. His in-depth knowledge of soils and construction related materials such as asphalt concrete, concrete and structural metals, make him a valuable asset to all projects he serves on.

MR. FRANK MORALES - Role: Construction Inspector

Years of Experience: 30+ **Years with AKM:** 4

With more than three decades of performance-based progression to senior-level executive management, Mr. Morales has a well-honed and proven background in construction management, construction supervision, inspector of record, owners' representative, architectural, civil engineering design skills, sales and customer service. His strengths include the ability to communicate on every level required to perform any given task. Mr. Morales is a inspector who is a highly motivated and results oriented professional possessing exceptional leadership and communications skills. He has a solid track record of consistently meeting and exceeding individual, departmental and company goals and expectations. His experience ranges from treatment plants, recycled water pipelines and pumping facilities to large commercial buildings and tenant improvements.

MR. CRAIG (C.J.) ERVIN - Role: Construction Inspector

Registration: Grade 3 California Water Treatment Operator; AWWA Grade 2 Distribution Operator

Years of Experience: 30+ **Years with AKM:** 8

Mr. Craig (CJ) Ervin, a licensed Grade 3 California Water Treatment Operator who possesses over 30 years of experience in construction inspection for water reclamation plants, water and sewer pump stations, street improvements, building projects, pipelines and infrastructure. As a Construction Inspector, Mr. Ervin has inspected all phases of construction of new facilities, as well as rehabilitation



of existing facilities from inception to completion, working closely with Contractors, Developers, public agency engineering teams and utilities. Additionally, Mr. Ervin has provided claims management, cost control, change order preparation, change order negotiation, warrantee inspections, warrantee work coordination with contractors and constructability review services to municipal agencies.

MR. LEVI HARRIS - Role: Construction Inspector

Years of Experience: 4 Years with AKM: 1

Levi Harris is seasoned construction professional who has a broad background in pipeline construction, treatment facilities, as well as building, programming, retrofitting, and repairing electrical and control panels. Mr. Harris previously worked for a construction contractor specializing in oil and gas pipelines. He leverages his well-rounded experience to provide exceptional inspection service to AKM's clients, and prides himself in thorough documentation practices.

PROJECT UNDERSTANDING AND APPROACH

As we understand, The City plans to engage the services of qualified Construction Management consulting firms to partner with the City in delivering a variety of planned projects. The projects will vary in size and scope and will be initiated via task orders. Selected consultants will respond to task order requests via a concise, yet complete proposal. Responsiveness to task order requests is vital in order for The City to successfully deliver planned projects on time. AKM has a long history of providing first rate service to our clients through on-call engagements. We are therefore mindful of the need to maintain adequate resources to always be able to respond to the City when needed.

Project Management & QA/QC

Our Construction Management Team will diligently manage the project budgets so not to create budget overruns during the prosecution of our services. Although our assigned Project Manager will have ultimate responsibility for tracking, managing and reporting budget status to the City, every team member participates in project/budget management. Our Construction Managers, Field Engineers and Inspectors are required to thoroughly review and understand the project specific scope of work prior to beginning our services, and to log hours spent on the project daily. Our Project Manager reviews accrued project hours weekly. Additionally, the Project Manager carefully analyzes project costs and staffing requirements and assigns work hours to project team members the week before services are scheduled to be rendered. Adherence to our project budgets relative to construction percent completion based on schedule will be communicated to the City monthly for larger projects, weekly for shorter projects, or at any other interval desired by the City. The City will be notified in writing when reaching budget milestones of 25-percent, 50-percent and 75-percent of total cost exhausted. AKM will not exceed the budget limits agreed to.

Electronic Document Control

Regardless of the type or size of the project, AKM's goal is to always be effective. In order to be effective, our time and effort must be focused on items and tasks that advance project progress. AKM knows how important documentation is to the construction process. So to marry these two objectives, effectiveness and well organized documentation, AKM employs electronic document control systems to assist in managing projects. Our team has been successfully leveraging electronic document control systems to execute projects for over a decade, and have found success with Procore.

Procore is designed to track, manage and store all project documentation. The System is web-based, requiring no enterprise software or servers, providing for turnkey deployment. System server hardware is managed by an independent third party avoiding any potential appearances of a conflict of interest.

AKM has recently used Procore in support of the City Projects. Our team is intimately familiar with the system, and is able to provide hands on training to the City staff.

The goals of implementing an electronic document control system will be to reduce document response turnaround time, eliminate redundant record keeping and data entry, improve transparency and accountability across project participants, and provide the City real-time access to all project



information, documentation and overall project status. The City will receive an archived version of the entire system via a flash drive at the conclusion of each project. Training of all project users will be provided.

Schedule Management

A critical component to any construction project, is the development and regular maintenance of a well-defined and coordinated Critical Path Method Schedule. The baseline CPM schedule will be the barometer from which Contractor's performance is evaluated. On any assigned project, as one of the first tasks, AKM will review the submitted qualifications of the Contractor's proposed Scheduler and address any issues regarding compliance with the Contract requirements. During the preconstruction phase of the project, the Contractor will be required to submit a baseline CPM schedule. For large complex projects, the baseline schedule will be refined following a scheduling meeting conducted between the AKM Construction Management Team, the City and the Contractor. The project specific scheduling requirements will be reviewed at the meeting. The goal of this very important meeting is to communicate all project requirements related to the development of the baseline schedule, as well as clarify any questions that the Contractor has. It will also serve as an initial review of the Contractor's proposed Work Breakdown Structure and activity ID/code structure. During this period, AKM will review the schedule for the overall feasibility and duration of specific activities as well as evaluate interrelated activity constraints and carefully verify all predecessor and successor activities. We will also verify that the baseline schedule does not contain unnecessary lead/lags, level of effort or hammock activities, and does not contain preferential logic and float suppression techniques. An example of this would be using preferred crew flow as a basis for logic ties.

When reviewing a baseline schedule, it is critical that our team meticulously reviews the specifications to verify that all contractual work constraints are built into the schedule. For example, having the submission, review and approval of the MOP documents and subsequent safety checklists, tied to the actual shut downs when shutdowns are required on a project. This is also critical for startup activities including activities for pre-installation meetings, as well as activities for installation verification by manufacturer's representatives. Verifying that these critical activities and milestones are included in the baseline schedule and properly tied to other activities, is essential so that they can be carefully monitored during construction.

When critical activities approach their completion dates, or when non-critical activities begin to use up the allotted float, AKM will immediately bring such issues to the attention of both the City and the Contractor. Such schedule issues will proactively be discussed during Schedule Progress Meetings or if necessary, special scheduling meetings to determine causes of potential or actual delays, as well as solutions to avoid delays or account for time lost due to a delay. All changes made to the schedule will be carefully evaluated for acceptability each month. We will also verify all as-built information included in the updates against information included in the daily reports and daily tracking. Our Project Manager and all of our Construction Managers are well trained and versed in Primavera P6. They will review time impact analysis (TIA) when submitted.

It is acknowledged that smaller projects may be assigned that do not require the use of scheduling software. However, review and maintenance of the schedule during construction remains important despite the simplicity of the schedule. A scaled approach, similar to the one described above, will be implemented for smaller projects.

Tools

AKM's Construction Management Team are equipped with tablets while in the field performing inspections. Unlike laptop computers, tablets are small, lightweight and therefore can accompany the field staff while inspecting most all locations on the project site, including excavations. This enables our field staff to document events in as close to real time as possible, as opposed to waiting for a break in the work and returning to the field office to utilize a laptop. It also allows field staff to



send and receive emails while on site and complete the daily report as the day progresses. An additional benefit is that all project files will be stored on the tablet so that all project related documents can be accessed from anywhere on the site as opposed to keeping large, hard to transport file boxes requiring returning to the field office to search for documents.

The tablets are all wi-fi enabled allowing direct access to our server and web based project document control system. This way, daily reports, photos and all other field generated documentation can be entered directly into the system rather than being saved on the laptop and then copied into the particular document control system.

METHODOLOGY

Our goal on any project is to see that quality facilities are constructed on time and within budget, so that such facilities will be a benefit to the City's customers for their full useful life. In order to effectively complete projects, AKM's Construction Management Team becomes a close partner and extension of our clients. We are sensitive to the fact that the City's internal staff has a variety of day-to-day responsibilities beyond any particular construction project. That being said, we have been extremely successful handling the project management workload for our clients during construction, yet still keeping assigned client staff fully abreast of project progress and status. AKM understands that no two agencies or projects are the same, all containing their own unique challenges and nuances. Our Construction Management services are specifically tailored for each client and project to properly serve their best interest and overall project success. For any task order assignment, the project is carefully examined so that the client's goals and objectives are clearly understood by the AKM Team prior to beginning our services. For proposed projects to be successful, detailed and timely attention must be given to the key issues unique to each project. Our methodology for successfully completing any assigned project involves promptly identifying and addressing the key project issues. AKM will begin all projects with identifying key project issues and take proactive measures and planning to mitigate potential impacts. The following describes our methodology for handling common issues that occur during construction projects:

Changes in the Construction Industry

The engineering and construction industry has seen more change during the past three years, than it had in perhaps the previous 10 years. Two of the most influential factors driving this rapid change have been the global COVID-19 pandemic, and world-wide supply chain issues/shortages of materials and equipment. Both of these factors have required a new way of planning, and approaching projects ranging from on-site safety, to dealing with abnormally long lead-times for materials and equipment. These impacts have required project teams to be adaptable and collaborative to overcome day-to-day effects on projects. The teams that have learned, adapted, and evolved, remain the best positioned to guide their clients through the obstacles that today's construction industry are now faced with.

Construction Inconvenience

The City's service area encompasses residential, commercial, industrial and retail areas and high traffic roads. All projects within the public right-of-way present a traffic burden to residents and businesses near the project areas. Projects near residents and business can affect normal traffic flows, parking, as well as impede ingress and egress to properties. Although Contractors are required to mitigate construction nuisances, it is the Construction Management Team's responsibility to enforce such mitigation measures. The potential always exists for dust and fine debris to create unfavorable conditions for the nearby public. Utility services may be interrupted at times during construction for activities such as tie-ins, service switch-overs and startup testing. The greater the inconvenience to the public, the more the public will become discontent with the projects. Minimizing the burden to the public during construction is instrumental in achieving successful projects.

Construction Completion Time

In construction, time is always of the essence. Due to the magnitude and potential impacts to the



public of capital improvement projects and impacts while working with the City's existing facilities, there is an even greater need for completing the work within the allotted contract duration. Additionally, the longer projects extend, the greater the burden is to the public, increasing complaints, and overall dissatisfaction. This also holds true for the existing facilities as projects may require shutdowns to equipment or entire processes which can disrupt normal operations. Projects which overrun the schedule also tend to result in a higher overall cost when finally completed.

Potential for Utility and Other Conflicts

Anytime construction occurs within public right-of-way, or involves subsurface construction, an elevated level of risk for conflicts exists. Utility locations shown on the Contract Drawings usually are carefully located and plotted based on the available existing records. The accuracy of the locations represented on the Contract Drawings is contingent upon the accuracy of the available utility records, and potholing conducted during design. A potential utility conflict could result in a redesign of proposed facilities and/or relocation of interfering utilities creating schedule delays, increased costs and longer impacts to the public at large. Conflicts can also occur with nearby residential, commercial, and retail property owners where construction impacts to them are not realized until after construction commences. This can create public resistance to the projects and may cause delays while the impacts are mitigated.

Coordination with Multiple Project Participants

As AKM has learned on our previous construction management assignments, projects require close and cooperative coordination with outside agencies, the City's other departments, as well as the many utility agencies owning facilities within City boundaries.

Different entities may have different project concerns and require varying levels of communication. Outside agencies will feel the most at ease and comfortable with projects when they receive clear, timely and accurate information regarding the project. It will also be paramount to understand each party's unique concerns and perspective regarding the project prior to the start of construction, to be able to best plan how to keep them informed.

Construction Management Methodology

What are evident in the paragraphs above are the interrelationships of the key project issues. A direct effect of one of the issues results in an unintended effect to the others. As the City's Construction Management Consultant, AKM will effectively, promptly, and proactively monitor and manage project issues for the entire duration of our services on the projects. Our approach to our services is described in the paragraphs below.

Evolve and Adapt

In a rapidly changing construction industry, where wide ranging material cost fluctuations, local mandates and material shortages have become commonplace, the standard "playbook" often times does not apply, or does not produce results. For this reason, AKM adopts an "evolve and adapt" philosophy in the performance of our service. AKM carefully monitors trends in the industry and communicates regularly with our clients regarding how current events/industry changes might affect projects. When challenges on projects arise that are a result of such industry changes, we partner with our clients to suggest the best path forward. Often times this involves thinking differently about solutions and not being constrained by past ways of resolving such matters. In all cases, AKM always advocates for solutions that serve the best interest of the City and the project.

A Commitment to Documentation

AKM takes great pride in our project document control believing that effectively managing project documents reduces our client's risk, can help avoid and resolve project disputes, improves project lifecycles, and promotes Contractor accountability. We will keep project documentation in strict accordance with the project requirements. Such diligence is a representation to involved parties that prudent project management and administration is being implemented. Project documents will be



ready for review and/or audit anytime one is mandated or requested. Our commitment to documentation will also allow the Construction Management Team to verify that all required submittals, schedule updates, schedule narratives, monthly reports, shutdown plans/MOPs as well as red line drawings are being submitted in a timely manner by the Contractor so that construction progresses as planned.

Be Responsive

Capital improvement construction projects are a dynamic and ever evolving endeavor. Circumstances can change without warning and as previously mentioned, time is always of the essence. It is therefore a hallmark of the AKM Construction Management Team to be extremely responsive to the Contractor, the City, other City departments, Design Engineer, utility companies owning facilities within the project boundaries, as well as any other project stakeholders. We are committed to the projects we serve day and night; our day does not end at 5:00 PM. AKM will diligently and expeditiously respond to project participants, transmit necessary information, and coordinate between various project participants throughout the project. Our commitment to be as responsive as possible will aid in avoiding delays, as well as maintaining good project relationships with all involved parties.

Being responsive also means that we are there for the City when needed, even when we are not actively working on a project. AKM will always respond to task order requests and has a history of quick turnarounds for task order proposals. We are also able to respond to work requests and mobilize on short notice.

Communicate Early and Often

AKM understands that it is part of a team that includes the Contractor, the City, the Design Engineer, residents, as well as the general public sharing in the common goal of project completion on time and within budget. Our communication efforts will begin from the commencement of projects, during preconstruction activities, and continue through completion. Coordination and cooperation amongst project participants is best achieved when relationships founded on open communication are established. Such communications will allow AKM to most effectively deal with problems identified with the schedule, delays, utility conflicts, differing site conditions and concerns related to construction and working with all involved parties.

AKM employs a productive and efficient approach to project meetings in order to maximize communication. To accomplish this, all meetings hosted by AKM have a purpose and direction. A well thought-out agenda is prepared to facilitate meaningful discussions that inform the processes and are geared towards resolution of issues, rather than gathering a group of people in a room and permitting a free-for-all discussion.

AKM advocates meeting with Contractors informally prior to the preconstruction meeting, so that our teams can meet and begin building a working relationship. This provides an opportunity for the Contractor to share project concerns, and AKM to express expectations prior to being in a room full of the design engineers, the City and outside agencies. The practice of this informal meeting has paid dividends on past projects, building trust between the construction management team and Contractor, as well as setting a collaborative tone for the project.

Diligently Pursue Project Completion

A lagging or drawn out project completion period can create a perception that an otherwise successful project is not successful. Project closeout within the schedule is of the utmost importance to AKM. We will diligently pursue all completion activities including collection of all final compliance paperwork from the Contractor, final payment quantities, operation and maintenance manuals, completion of as-built record drawings, final guarantees, warranties, and final lien releases. Our diligence will help ensure that the project comes to an expeditious closure, that permit requirements are met and closed-out within the time limits specified, that the project presents no further burden to the public or existing facilities, and that the completed improvements turned over to the City for beneficial use is of the

highest quality, and is properly tested to function as intended by the design.

We understand that abbreviated proposals will be solicited from each selected Consultant for each specific Task Order. The City has developed a very detailed typical scope of services that would be requested for each Task Order which we acknowledge in its entirety.

RELEVANT PROJECT EXPERIENCE

LONG BEACH MUNICIPAL STORMWATER TREATMENT FACILITY (LB-MUST)

City of Long Beach – 411 W. Ocean Blvd., 5th Floor, Long Beach, CA 90805

Contact: Mr. Colin Averill (562) 570-6679 colin.averill@longbeach.gov

Construction Cost: \$45,000,000 **A/E Fee:** \$2,000,000 (to date)

Role: Prime Construction Management / Inspection **Contractor:** Phase I – All American, Phase II – Sully-Miller/Keller, Phase III – Shimmick Construction Co./E2 Construction

AKM Staff: E. Kayiran (PM); S. Patterson (CM), J. Lillengreen (CM); CJ Ervin (Inspection); M. Fredriksz (Inspection); R. Bostic (Inspection); J. Huffman (Inspection); L. Harris (Inspection)

COMPLETE UNDER THE ON'CALL SERVICES CONTRACT



AKM is currently providing construction management, inspection, and design quality control services for the City of Long Beach Municipal Urban Stormwater Treatment (LB-MUST) Facility. The project will intercept non-stormwater runoff and a percentage of the first-flush storm flows generated within the City of Long Beach urban watersheds prior to discharging to existing storm drain outfalls flowing into the Los Angeles (LA) River and the Los Angeles River Estuary.

The project is divided into three (3) phases (clearing and grubbing/ initial site preparation (underground utilities and ground stabilization), treatment facility construction, and conveyance system construction).

LB-MUST Street Improvements - AKM completed the construction management and inspection of the clearing and grubbing/initial site preparation phase in 2018. This phase included clearing and grubbing of the proposed site, initial rough grading of the site, removal of buried railroad tracks and ties, installation of K-rail and fencing around the site, establishment of long term stormwater best management practices (BMPs) for the disturbed area and weekly BMP inspections. The work also required the City to relocate a homeless encampment within the work zone. In 2020, AKM completed providing construction management services for Phase II of the program which included the construction of a new low voltage electrical service, reconstruction and realignment of the roadway fronting the proposed treatment plant site, underground utilities such as water, storm drain and recycled water, as well as the installation of 3,100 linear feet of the conveyance pressure pipe system.

LB-MUST Ground Improvements – This phase of the project was completed in January 2021. Work included furnishing all plant, labor, equipment, and materials; performing all operations as required to construct the deep soil mixing (DSM) ground improvements; and providing all associated testing, monitoring, sampling, and recording. Specific work included: mobilization/demobilization; SWPPP; excavation and placement of 2 stockpiles; disposal of hazardous soil; surveying; Deep Soil Mixing construction in full compliance with bid documents; quality control; and construction of a load transfer platform



LB-MUST Treatment Plant and Wetlands - AKM provided quality control and constructability review of the proposed treatment plant and conveyance system design of the 90 percent design package and is currently providing construction management and inspection during construction. The treatment is designed with the ability to treat both brackish and non-brackish influent flows through separate treatment trains. The treatment process train consists of influent strainers, ceramic membrane ultra-filtration (UF), and an advanced oxidation process (UV/AOP). The ancillary processes include process pumping, process storage tanks, chemical feeding, and air supply. An RO system can be added to the treatment train in the future, downstream of the UV/AOP, to reduce TDS of the effluent and/or provide additional barriers for potential potable reuse. The ceramic membrane system, which consists of two (2) 1 million gallon per day (MGD) units as well as the UV/AOP were pre-purchased by the City. The treatment facility will be housed within a 9,000 square foot cement masonry unit building with electrical, chemical and control rooms, and will include an HVAC system. Also being constructed is a wetlands and walking path.

EQUIPPING OF WELL 16 AND TREATMENT PLANT

CITY OF PARAMOUNT – 16400 COLORADO AVENUE, PARAMOUNT, CA 90723

CONTACT: MS. ADRIANA FIGUEROA, DIRECTOR OF PUBLIC WORKS (562) 220-2100

CONSTRUCTION COST: \$6,800,000 **A/E FEES:** \$1,000,000

ROLE: PRIME CONSTRUCTION MANAGEMENT / INSPECTION **CONTRACTOR:** MMC INC.

STAFF: E. KAYIRAN (PM/CM); M. FREDRIKSZ (INSP.); R. BIGGER (SPECIAL INSP.); R. BOSTIC (INSP.)

COMPLETE UNDER THE ON'CALL SERVICES CONTRACT

AKM is currently completing Construction Management, Inspection and Testing services for the City of Paramount during the project which includes equipping City Well No. 16 with pump, motor, building, piping and appurtenances, and the construction of a Manganese (MN) and future Arsenic (AR) Treatment System to treat approximately 3400 gpm of flow from City Well No. 16. The treatment system raw water quality for design purposes was assumed to have an arsenic (AR) concentration of 12 µg/lit, and a manganese concentration of 59 µg/lit. Removals should provide a finished water quality with an MN of 2 µg/lit. The facility is designed for expansion to be able to treat and remove AR down to 2 µg/lit if in the future it exceeds the primary MCL level of 10 µg/lit in the well water. In addition, the work of this Contract will include the destruction of Well No. 13 and the demolition of the Well No. 13 site. The Contractor will be required to remove, salvage and transport to Well No. 16 several of the existing facilities/equipment at Well No. 13 including treatment vessels and the existing backwash tank.



JOINT TRANSMISSION MAIN VAULTS UPGRADE

South Coast Water District – 31592 West Street, Laguna Beach, CA 92651

Contact: Ms. Taryn Kjolsing, Engineering Manager (949) 499-4555 x3171 tkjolsing@scwd.org

Role: Prime Construction Management / Inspection **Contractor:** W.A. Rasic **Const. Cost:**

\$900,000 A/E Fees: \$93,000 **AKM Staff:** E. Kayiran (PM); M. Fredriksz (CM/Inspector)

COMPLETE UNDER THE ON'CALL SERVICES CONTRACT

AKM provided construction management and inspection services for the Joint Transmission Main Vault Upgrade Project for South Coast Water District. Work included construction of structural and mechanical improvements to four valve vaults, one water meter vault, and one drain unit. Scope of work included: removal of large diameter ball valves (24" and 30"), removal of 42" ball valve, removal of 24" water meter, extension of existing concrete vaults walls to above ground and installation of aluminum access hatches, installation of new ladders, vent pipes in the vaults, construction of 24" steel pipe





spools in the place of removed water meter and valve, installation of Owner provided 30" ball valve and miscellaneous site work.

Problems/Issues: The major mechanical work was completed during a 14-day shutdown of the JTM line which required coordination with both SCWD and Moulton Niguel Water District operations staff as the JTM line is jointly owned and operated. In order for all work to be completed within the shutdown duration, and to the quality standards set forth in the Contract Documents, AKM's team conducted pre-shutdown field meetings and inspected all materials required for the work prior to the shutdown. The work during the shutdown was completed one day earlier than anticipated.

The project was located within a private gated retirement community and required close coordination with the property management company and community representatives. With consistent and clear communication regarding the construction activities and their potential impacts, the community representatives were able to properly plan and communicate with residents. As a result, the project received no resident complaints.

LOS ANGELES "SOFI" STADIUM AND ENTERTAINMENT DISTRICT AT HOLLYWOOD PARK RECLAIMED WATER PLANS PHASE 1

West Basin MWD – 17140 South Avalon Boulevard, Suite 210, Carson, CA 90746 **Contact:** Mr. Kevin Cullen (310) 217-2411 kevinc@westbasin.org **Role:** Prime Construction Management / Inspection **Contractor:** Ferreira Costal Construction **Construction Cost:** \$10,000,000 **A/E Fee:** \$175,000 **AKM Staff:** E. Kayiran (PM); M Fredriksz (Inspection); F. Morales (Inspection)

COMPLETE UNDER THE ON'CALL SERVICES CONTRACT

AKM provided Construction Inspection for the project which involved the construction of approximately 13,500 lineal feet of 8 inch to 12 inch PVC recycled water pipe. Also included were valves, air/vacs and blow-offs, as well as hydr ostatic testing and flushing of the completed pipeline. The pipeline serves recycled water for irrigation at the new Los Angeles Rams/ Los Angeles Chargers "SoFi" Stadium and Entertainment District, as well as filling a lake within the entertainment district. The pipeline was constructed by Turner/AECOM, the developer of the stadium and entertainment district; yet will be owned and operated by West Basin Municipal Water District. With 49 different contractors working on the site each day, communication and coordination at the field level was critical to maintain schedule. The work on this portion of the project started and stopped at times to accommodate other work on the stadium. AKM therefore had to be extremely responsive to schedule changes and restarting work on short notice.



CYPRESS WATER PRODUCTION FACILITY UPGRADES

City of Lomita – 24300 Narbonne Avenue, Lomita, CA 90717

Contact: Mr. Mondher Saied, P.E., (310) 325-7110 x110 m.saied@lomitacity.org

Construction Cost: \$3,571,000 **A/E Fee:** \$500,000 **Role:** Prime Construction Management / Inspection **Contractor:** RC Foster **AKM Staff:** E. Kayiran (PM); R. Bostic (CM/Lead Insp.)

AKM Consulting Engineers is currently providing construction management and inspection for the project which includes construction of a Granular Activated Carbon (GAC) treatment facility and associated ancillary equipment at the City of Lomita's Cypress Water Production Facility. The facility is currently inoperable due to high sulfides which cannot be removed with the existing treatment equipment. The new GAC system will remove sulfides to within acceptable levels. Additional work also includes design, installation and commissioning of a security system; site work (demolition, work, excavations); pipelines; canopy; electrical, controls and instrumentation; startup testing, and training; potholing; a portable generator relocation; and site shoring.





PFAS/PFOA TREATMENT AT WELLS 11, 8, AND 5A

Pico Water District – 4843 Church Street, Pico Rivera, CA 90660

Contact: Mr. Joe Basulto, General Manager (562) 692-3756 jbasultopicowaterdistrict.net

Construction Cost: \$5,000,000 **A/E Fees:** \$250,000 **Completion:** 2023 (estimated)

AKM Staff: E. Kayiran (PM), J. Lillengreen (CM); R. Bostic (Inspector)

AKM is providing Construction Management and Inspection for the project includes the construction of lead-lag dual media pressure vessel systems with PFAS selective ion exchange resins, pre-treatment cartridge filters, and piping and appurtenances for PFAS treatment facilities at Pico Water District's Wells 5A, 8, and 11. AKM prepared an Engineering



Report to be reviewed by the State Water Resources Control Board Division of Drinking Water, and assisted the District with coordinating the required pilot study with the resin manufacturer at of the District's Well 11. The improvements included new reinforced concrete foundation slabs, 2 to 4 ion exchange vessels and 2 to 3 cartridge filters per site, as well as new instrumentation and appurtenances, and the relocation of the disinfection chemical injection locations. AKM also prepared pre-purchase specifications for the dual media vessels, ion exchange resin, and the cartridge filters. The project is currently under construction.

LEO J. VANDER LANDS WATER TREATMENT FACILITY CALCIUM CHLORIDE BULK STORAGE EXPANSION

Water Replenishment District - 4040 Paramount Blvd., Lakewood, CA 90712

Contact: Jessica Koop (562) 275-4219 jkoop@wrd.org **Construction Cost:** \$ \$650,000 **A/E**

Fees: \$ \$197,000 **Role:** Prime Construction Management / Inspection **Contractor:** Pascal and Ludwig **AKM Staff:** E. Kayiran (PM). S. Patterson (CM/Inspector); C. Ervin (Inspector); R. Bostic (Inspection)

AKM provided Construction Management and Inspection services for the LVL Calcium Chloride Bulk Storage Expansion Project which entailed an expansion of the existing calcium chloride bulk storage system within the Leo J.



Vander Lans Advanced Water Treatment Facility (LVLAWTF). The Project provided a new 5,000 gallon tank resulting in total storage capacity of 10,000 gallons. Construction elements necessary for completion of the system expansion included demolition work and clearing of the proposed location of the expanded bulk storage system, relocation of an existing RO pilot system and termination of associated piping, conduit and wire; potholing of existing utilities and verification of the availability of existing spare electrical conduits; construction of a steel framed canopy and roof including a reinforced concrete slab and containment wall coated with a corrosion resistant coating; new double containment piping, chemical pipe trench, and valves including a new calcium chloride fill station and a connection to the calcium chloride metering system; installation of a new 5,000 gallon high density polyethylene calcium chloride storage tank; new electrical conduit and conductors, new instrumentation, as well as integration with the existing SCADA system.



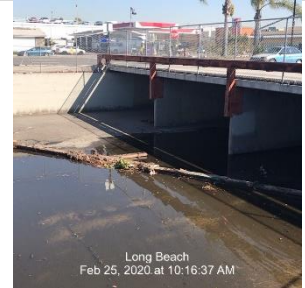
BELLFLOWER / SPRING BRIDGE REPAIR

City of Long Beach – 411 W. Ocean Blvd., 5th Floor, Long Beach, CA 90805

Contact: Mr. Alvin Papa, Deputy Director of Public Works for the City of Huntington Beach (714) 536-5503 alvin.papa@surfcity-hb.org **Construction Cost:** \$500,000 **A/E Fee:** \$25,000 (to date)

Dates: 2020 **Role:** Prime Construction Management / Inspection **Contractor:** Doty Bros. Construction Company **AKM Staff:** E. Kayiran (PM)

AKM Consulting Engineers provided construction management and inspection services for the Project which involved repair of a damaged section of the Bellflower / Spring Bridge which also serves as a quadruple box culvert under the road. The culvert was damaged by a Contractor performing work at street grade for Southern California Edison (SCE) under a City issued encroachment permit. Because the City had jurisdiction of the bridge and street, and County of Los Angeles Flood Control District (LACFCD) owns and maintains the drain age culvert, SCE's repair contractor was required to obtain permits from both the City and LACFCD. The work entailed constructing a diversion of dry-weather drainage flows away from the culvert chamber where the repair was located, the erection of a designed falsework system within the culvert underneath the location of the repair, the demolition and removal of a 25 by 15 foot section of the bridge/culvert, sandblasting of existing reinforcement bar, doweling and epoxy setting new reinforcement into the existing concrete and placement of new concrete.



The work required traffic control beginning at the 405 freeway as well as a full street closure during concrete placement, which was performed at night. Due to the urgency to complete the work within a dry weather window and relieve the public of the burden caused by the work, Construction was performed in both day and night shifts, 7 days a week. AKM rotated inspectors to adequately cover the work which required close communication amongst the AKM team as well as all involved parties.

NORTH HEALTH FACILITY

City of Long Beach – 411 W. Ocean Blvd., 5th Floor, Long Beach, CA 90805

Contact: Nancy Villasenor nancy.villasenor@longbeach.gov (562) 570-3165

A/E Fee: \$160,000 **Dates:** 2020-2021 **Role:** Prime Construction Management / Inspection **Contractor:** HHJ Construction **AKM Staff:** E. Kayiran (CM)

AKM Consulting Engineers provided construction management and inspection for the North Health Facility in the City of Long Beach. The project involves the rehabilitation of a City owned municipal building which formerly housed the City of Long Beach's Health Department as well as a child day care. The building was not occupied at the start of the project and will ultimately be occupied by a health clinic run by the City Health Department, as well as new offices for Health Department staff. The tenant improvements include removal and replacement of the existing floor, asbestos abatement throughout the entire facility, replacement of exterior windows, the construction of new partition walls, the relocation and reconstruction of restroom facilities, the removal and reconstruction of kitchen facilities, construction of a new HVAC system, wiring for new electrical receptacles and data ports throughout the building, ADA improvements within the existing parking lot, the construction of a new roofing system and replacement of the building's drop ceiling.



AKM Partnered with the City to implement a system of analyzing and providing recommendations for the change orders submitted by the Construction Contractor. The system proved very effective in eliminating change orders and claims that lacked merit.



AKM has entered into On-Call Contracts with the following agencies in the past 5 years:

- City of Fontana (2020-Current) - On-Call (Construction Management and Inspection)
- City of Paramount (2020-Current) - On-Call (Construction Management and Inspection)
- City of Santa Ana (2020-Current) - On-Call (Construction Management and Inspection)
- City of Corona (2019-Current) - On-Call (Inspection Services)
- West Basin MWD (2016-Current; Third Term) - On-Call Construction Management
- Water Replenishment District (2018-Current) - On-Call (Construction Management Services)
- South Coast Water District (2020-Current) - On-Call (Construction Management and Inspection)
- City of Long Beach (2016-Current) - On-Call (Construction Management and Inspection Services)
- Ontario MUC (2016-Current) - On-Call (Engineering Services for Construction Management and Inspection)

REFERENCES

AKM Consulting Engineers has completed, and/or is currently working on construction management assignments for the following clients. Contacts are listed for your reference to confirm the quality of our work and responsiveness provided by AKM.

City of Long Beach – 333 W. Ocean Blvd., 9th Floor, Long Beach, CA 90802

Contact: Colin Averill (562) 570-6679 colin.averill@longbeach.gov

Project: On-Call Construction Management and Inspection Services

Water Replenishment District – 4040 Paramount Blvd., Lakewood, CA 90712

Contact: Mario Bautista (562) 275-4300 mbautista@wrd.org

Project: On-Call Construction Management and Inspection Services

West Basin Municipal Water District - 17140 S. Avalon Blvd., Suite 210, Carson, CA 90746

Contact: Ms. Veronica Govea, Project Manager (310) 660-6269 veronicag@westbasin.org

Project Title: On-Call Construction Management and Inspection Services

City Of Paramount – 16400 Colorado Avenue, Paramount, CA 90723

Contact: Ms. Adriana Figueroa, Director of Public Works (562) 220-2100

Project: Equipping of Well 16 and Treatment Plant

City Of El Segundo – 350 Main Street, El Segundo, CA 90245

Contact: Ms. Floriza Rivera (310) 524-2361 frivera@elsegundo.org

Project: Various Street, Water and Sewer Improvement Projects

South Coast Water District - 31592 West Street, Laguna Beach, CA 92651

Contact: Ms. Taryn Kjolsing (949) 499-4555 x 3171 tkjolsing@scwd.org

Project Title: Lift Station No. 6 Forcemain Replacement Project

SCOPE OF SERVICES AND SCHEDULE

As previously mentioned in the scope of work section, AKM has a strong history of being able to quickly respond and mobilize for resolution of all issues. AKM is able to do this by not over committing our resources. We have analyzed our current workload and are offering an elite team who will maintain the necessary availability for the life of the Contract. Additionally, responsiveness is a hallmark of our team. We understand the importance of being responsive to our clients in order to facilitate timely commencement, progress, and conclusion of the project.

While the project schedule will largely be driven by contractually required milestone dates, and the construction schedule developed by the awarded contractor, AKM will maintain consistency in our response timeframes to ensure we are playing an active role in advancing the project forward. The following are our proposed response times or deliverable timeframes for the project.

- **Response to Change Order Proposals:** 1 to 3 business days depending on size, scope and complexity of the change order.
- **Submission of Daily Reports:** All Daily Reports will be submitted by 9:00 AM the following business day. In most cases, the Daily Report will be provided the same day.



- **Baseline Schedule Review:** 1 to 5 business days depending on size and complexity of the schedule submitted.
- **CPM Schedule Update:** 1 to 2 business days depending on number of changes made in the schedule.
- **Monthly Report:** 5 business days following the last working day of the Month.
- **Field Compliance Documents:** Field compliance documents such as materials certificates, material tickets and testing reports will be kept in the master project file and made available to the City within 2 business days. Additionally, a copy of the documents will be included as an attachment in the Inspector's Daily Report.
- **As-Built Drawings:** 2 business days once reconciled with the Contractor's records.
- **Closeout Documents:** 1 business day once received from the Contractor.
- **Request to Mobilize for the Project:** 1 business day.
- **Deployment of Web Based Project Management or Document System:** 2 to 4 business days.
- **Meeting Minutes:** 1 to 3 business days depending on length and complexity of the meeting.

FEE PROPOSAL

Rate schedule is being provided under separate file as requested in the RFP and on Planetbids. This schedule is valid for three years.

CERTIFICATIONS

The forms requested in the RFP can be found in Appendix A, which include Non-Collusion Affidavit, Non-Lobbying Certification, and Non-Discrimination Certification.

Forms

Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

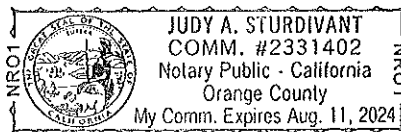
Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 1 day of Aug., 2023 by Emir Kayiran, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Judy A. Sturdivant
Notary Public Signature

Notary Public Seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

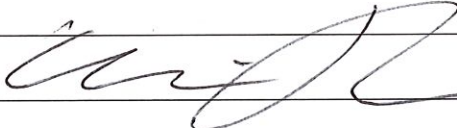
Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm AKM Consulting Engineers
Signed and Printed Name: Emin Kayiran 
Title Vice President / Director of Construction Management
Date 8-8-2023

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

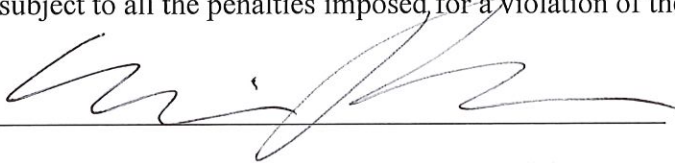
1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:



Title:

Vice President / Director of Construction Management

Firm:

AKM Consulting Engineers

Date:

8-8-2023

EXHIBIT C

COMPENSATION

Consultant's Fee Proposal including hourly rates, if applicable



*Water Resources
Infrastructure
Construction Management*

AKM Consulting Engineers

553 Wald
Irvine, CA 92618
Telephone: 949.753.7333 Facsimile: 949.753.7320
www.akmce.com

August 8, 2023

City of Santa Ana

20 Civic Center Plaza
Santa Ana, CA 92702
Attn: Mr. Edward Torres

Subject: Proposal to Provide On-Call Water Resources Construction Management and Inspection Services (RFP No. 23-122)

Dear Mr. Torres:

In response to your Request for Proposal dated July 18, 2023, AKM Consulting Engineers (AKM), a SBA certified Small Business Enterprise, is pleased to submit this proposal to provide on-call construction management and inspection services to the City of Santa Ana (City). These rates will be valid for three years.

We appreciate the opportunity to submit this fee proposal and look forward to working with the City of Santa Ana. If you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Very truly yours,

AKM Consulting Engineers

A handwritten signature in black ink, appearing to read 'Emin Kayiran', written over a horizontal line.

Emin Kayiran, CPII
Vice President / Director of Construction Management Services



**AKM CONSULTING ENGINEERS
RATE SCHEDULE**

Job Title	Fixed Hourly Rate
Principal	\$269
Principal Engineer	\$269
Project Manager	\$261
Project Engineer	\$248
Senior Construction Manager	\$220
Construction Manager	\$195
Senior Engineer	\$228
Senior Field Engineer / Inspector	\$190
Field Engineer / Inspector	\$165
Associate Engineer	\$177
Staff Engineer	\$157
Financial Analyst	\$144
Senior Designer / Senior CADD	\$124
Designer / CADD	\$115
Assistant Engineer	\$114
Engineering Tech	\$105
Engineering Aide	\$89
Office Support	\$89
Data / Word Processing	\$86

Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Subcontracted services will be marked up 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at \$0.70/mile. This schedule of rates is in effect until December 31, 2026, at which time it may be adjusted.