

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH MCK AMERICAS INC.,  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and MCK Americas, Inc., California Corporation ("Contractor").

**R E C I T A L S**

A. City desires to complete Construction Management and Inspection Services for Six Fire Damaged Parks – Recovery, project number C02248. The parks were damaged during the 2017 Tubbs Fire.

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, City and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide to City the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

**2. COMPENSATION**

a. City shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one hundred eighty-four thousand one hundred twenty dollars and thirty-six cents (\$184,120.36). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 17615.

### **3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS**

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

### **4. INDEMNITY**

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

## **5. INSURANCE**

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

## **6. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## **7. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Danny Chen  
Associate Engineer  
69 Stony Circle  
Santa Rosa, CA 95401  
(707)543-3911  
dchen@srcity.org

Contractor Representative:

Brendan McDevitt, PE  
Construction Manager  
150 Executive Park Blvd Suite 2150  
San Francisco, CA 94134  
(415)656-3264  
bmcdevitt@mckinc.net

## **8. INDEPENDENT CONTRACTOR**

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

## **9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **10. SUCCESSORS AND ASSIGNS**

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to

insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

## **12. REMEDIES UPON DEFAULT**

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed

without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 12 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

### **13. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than November 30, 2022.

### **14. STANDARD OF PERFORMANCE**

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

## 15. CONFLICTS OF INTEREST

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

## 16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes  no (check one)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.



The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

## **17. CONFIDENTIALITY OF CITY INFORMATION**

During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **18. CONTRACTOR INFORMATION**

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## **18. FEDERAL PROVISIONS**

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

## **19. GENERAL PROVISIONS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions

herein contained.

**20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

**21. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

**CONTRACTOR:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: MCK Americas, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

By: \_\_\_\_\_


Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signatures of Authorized Persons:*

APPROVED AS TO FORM:

By: *Brendan McDevitt*

  
Jessica Mullan (Mar 21, 2022 11:32 PDT)

Print Name: Brendan McDevitt, PE

Office of the City Attorney

Title: President / CEO

ATTEST:

By: *Brendan McDevitt*

\_\_\_\_\_  
City Clerk

Print Name: Brendan McDevitt, PE

Title: Secretary

City of Santa Rosa Business Tax Cert. No.

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation
- Exhibit C – Federal Provisions

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICES AGREEMENTS**

**A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
  - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



PRIME PROPOSER  
MCK AMERICAS INC.  
150 Executive Park Blvd. Suite 2150  
San Francisco, CA 94134  
phone: 415.656.3264



REQUEST FOR PROPOSALS  
**AGENCY CONSTRUCTION  
MANAGEMENT AND CONSTRUCTION  
INSPECTION SERVICES**

CITY  
CITY OF SANTA ROSA -  
TRANSPORTATION & PUBLIC  
WORKS DEPARTMENT  
69 STONY CIRCLE  
SANTA ROSA, CA 95401

PROPOSAL CONTACT  
STEVE MCDEVITT  
SMCDEVITT@MCKINC.NET  
FERNANDA MIRANDA  
FMIRANDA@MCKINC.NET

PROPOSAL DATE  
JANUARY 5, 2022

RFP NUMBER  
C02248 - SIX FIRE DAMAGED  
PARKS - RECOVERY

# COVER LETTER

## EXECUTIVE SUMMARY

Danny Chen, Assistant Engineer  
City of Santa Rosa - Transportation and Public Works Department  
69 Stony Circle, Santa Rosa, CA 95401  
Ph: (707) 543-3911; Em: dchen@srcity.org  
RE: C02248 - Six Fire Damaged Parks - Recovery

Mr. Chen

MCK Americas, Inc (MCK), is pleased to provide this proposal for Construction Management and Construction Inspection Services to the City of Santa Rosa. As a lifetime California resident currently residing in the North Bay, I've seen first-hand the devastation we've now come to expect each fire season. In the 2017 Tubbs fire I came across the street from losing a property near the Coffey Park neighborhood. Others weren't as lucky. We understand the importance to make things feel normal again and the projects here you've slated for your residents will help aide with that. If you're learning about us for the first time, I think you'll find we are technically capable of meeting the needs per this RFP. But frankly, so are others. Where MCK differs is that we have built our firm from a people-mindset first and as a result anyone who has worked with MCK can attest our people are enjoyable to work with and are the linchpin on any project. We've made an effort in our proposal for you to get to know these very people you would be working with and believe people are what can take a project from technically capable to undeniably extraordinary. Additionally, our team would have an even more ambitious narrative. The opportunity to provide infrastructure to be even just one small part of that return to normalcy for the residents you serve is why we're proposing on this RFP.

In 2000, after successfully managing the construction of Pacific Bell Park (now Oracle Park), home of the San Francisco Giants, I, Brendan McDevitt founded MCK as a Program Management, Project Management and Construction Management company. Since then, the firm has performed full construction management, program management, inspection, and cost estimating services along with design management, peer review, constructability and VE studies, alternatives analysis and cost/benefit studies, as well as provided services as owner's representative and other technical services. MCK specializes in parks as well as many other project scopes including buildings (new and improvements of existing buildings), water/wastewater, aviation, roadway projects and others.

For the last decade we've provided CM services on park projects in San Francisco such as McLaren Park Leland Garden, Sunset Playground, Glen Canyon Rec Center, Mission Dolores, and many others. Most recently we are about to open a new park in San Francisco's Russian Hill neighborhood called Francisco Park. The park which has transformed an unused reservoir into over four acres of public space includes stunning bay views, open space, a community garden, a children's playground, walking paths and more. We are more than well versed in coordination with third party stakeholders on park projects such as permitting agencies, utilities, regulatory agencies and others which will apply on your projects. Additionally MCK was Project Manager for Orange County Great Park so from small to large and everything in between MCK has you covered on any park project on your list. All this experience would allow us to step right in and hit the ground running on your projects, giving your projects the absolute best chance for success.

As a former SF Department of Public Works Engineering Division Manager and Construction Management Division Manager as well as a licensed engineer and licensed general engineering contractor with more than 30 years of experience, I, Brendan McDevitt will serve as the Contract



# COVER LETTER

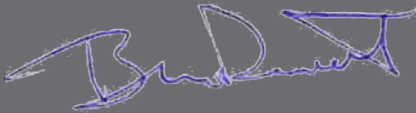
## EXECUTIVE SUMMARY CONT.

Manager for this contract and be supported by our MCK's top-ranked Construction Inspector, Dave Marchbanks, Construction Manager Ryan Curry, and Keith Ulinger, who has 30 years of industry experience, a full staff of potential roles as shown in staffing section as well as a complete cost estimating department for any budget issues that may arise at onset of each project or during. We've added special inspection firm **Matriscope** who we've worked with on multiple projects to our team. MatriScope's reputation in the construction industry has been built on their commitment to providing high-quality, cost-effective professional services that meet the specific needs of their clients. MatriScope provides services on projects ranging from civic, parks and recreation, multi-family, mixed-use, commercial, office, industrial, education, hospitality, healthcare, energy and a broad range of additional discipline.

Whether it was revitalizing the Sunset Playground, turning an unused nook like Guy Place Park in a San Francisco alleyway into a tranquil resting place, or updating SF Recreation & Park's Randall Museum, a learning center for children and many alike, we've felt a part of something almost forgotten in this quickly-expanding, urban landscape. Today, parks and recreation are at their utmost importance especially for a community who has lost them. Without them, we lose a sense of beauty, perception of the world, art, creativity, innovation, and ultimately a little bit of ourselves. Ask anyone who's sat on a park bench and watched the birds fly by, or stared up at the trees as the wind blows and their mind drifts off. They'll all tell you the same thing - something magical happens. Ideas form. Joy overwhelms. A sense of peace. Reflection. Parks make that happen.

MCK and our team looks forward to supporting and delivering maximum benefit to you on your projects. Thank you for getting to know us and please do not hesitate to contact me at (415) 656-3264 for any reason. We hope you enjoy our proposal.

Sincerely,



Regards,

Brendan McDevitt, PE, President/CEO  
MCK Americas, Inc.  
150 Executive Park Blvd Suite 2150 San Francisco, Ca 94134  
Ph: 415-656-3264, Email: bmcdevitt@mckinc.net  
<CONTACT & AUTHORIZED TO BIND FIRM FOR A PERIOD  
OF 90 DAYS AFTER PROPOSAL SUBMITTAL>

# TABLE OF CONTENTS

PROJECT TEAM(S)	Tab 1
PROJECT TEAM QUALIFICATIONS / RESUMES	Tab 2
WORK PLAN(S)	Tab 3
REFERENCE PROJECTS	Tab 4
SCOPE OF SERVICES	Tab 5
COST PROPOSAL(S) - Separate PDF	Tab 6

PICTURED  
Orange County Great Park

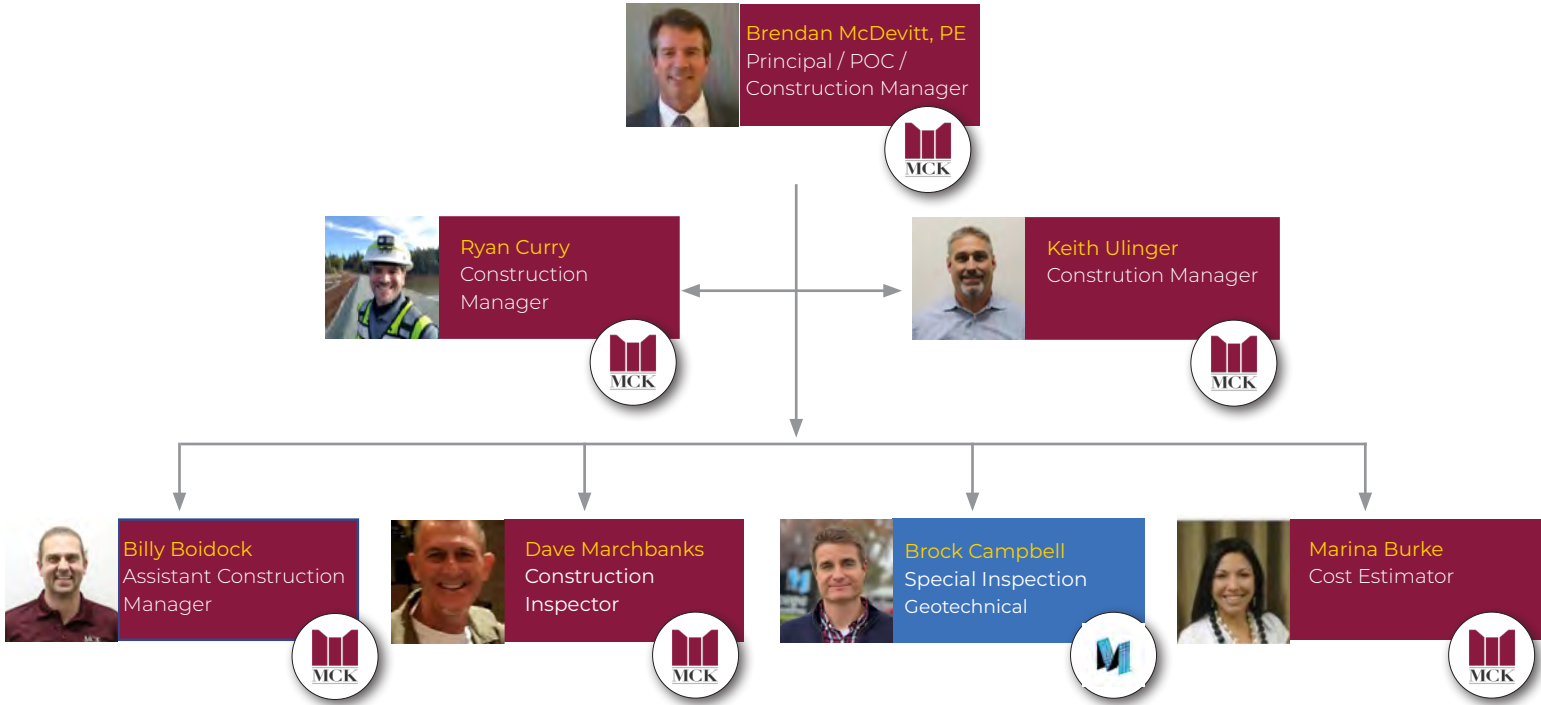




# 01

## Project Team

# ORGANIZATIONAL CHART



## ADDITIONAL RESOURCES (as needed)

### Cost Estimating Support

- Frank Downey  
MCK Americas Inc.
- Marc Biddle  
MCK Americas Inc.
- Susie Calvin  
MCK Americas Inc.

### Construction Inspection

- Mark Shepherd  
MCK Americas Inc.
- Kevin Ruffo  
MCK Americas Inc.
- Al Cochran  
MCK Americas Inc.

### Scheduler

- Matt White  
MCK Americas Inc.

### Document Controls

- Fernanda Miranda  
MCK Americas Inc.

### Special Inspection - Welding, steel, structural, mechanical

- Adam Lake  
[Matriscope Engineering Laboratories](#)



MCK has provided a fluid team to allow plenty of resources for the projects. By providing this vast organizational chart and structure it does not indicate we believe your projects need the entirety of the staff, just that we want to be ready for any anticipated work throughout the duration of the project(s). Realistically these projects would be overseen by one or two project managers perhaps splitting by park as well as one inspector. Additional support can be provided by estimators for budget help or help with change orders and a scheduler.

**PRINCIPAL/CONSTRUCTION MANAGER - Brendan McDevitt**

Brendan will be available to the city at all times as needed to support the client, project and project team. As MCK's President and CEO, Brenden successfully performs this role across a number of projects in MCK's portfolio. He is available to act as Construction Manager which would include duties of acting as liaison between city and stakeholders as well as pre-construction and construction phase oversight.

**CONSTRUCTION MANAGER - Keith Ulinger**

Keith would be one of two primary construction managers overseeing one or more of the park projects. He would provide advice, oversight, coordination with stakeholders including special testing, oversee submittals, prepare progress reports as well as other tasks listed in exhibit A of RFP. He is currently working as Resident Engineer to SFPUC on their Bay Corridor Project about 10-20 hours per week. Keith has worked in this capacity for several years - working on multiple projects at the same time. Keith would be available for 25-30 hours per week given city needs.

**CONSTRUCTION MANAGER - Ryan Curry**

Ryan would serve as construction manager overseeing one or more of the park projects. He would provide advice, oversight, coordination with stakeholders including special testing, oversee submittals, prepare progress reports as well as other tasks listed in exhibit A of RFP. He is currently providing part-time support to San Francisco Recreation & Parks on their India Basin Project in design phase and likely only for next couple months as project gets underway. If Santa Rosa would need him full-time we could make sure he was available otherwise he could easily handle both roles if needed. He is available for 20-40 hours per week depending on needs.

# TEAM ALLSTAR



## Brendan McDevitt

Brendan McDevitt, PE has run park projects as an owner's representative and project manager including Francisco Park, a new park in San Francisco's Russian Hill with breathtaking views of the bay, Orange County Great Park which is home to dozens of fields, courts, playgrounds, a stormwater capture system and more, and the San Francisco Giants' home- Oracle Park (then AT&T Park). He will be available to city as point of contact or to oversee task orders.

**ASSISTANT CONSTRUCTION MANAGER - Billy Boidock**

Billy would serve as backup Construction Manager or fulfill any assistant duties if needed such as project controls, maintain logs, RFI's, submittals, reporting, as well as any other duties needed per exhibit A. Billy is currently working full-time on project for SFPUC but would be available for 10-15 hours a week on this project to offer support .

**CONSTRUCTION INSPECTOR - Dave Marchbanks**

Dave would act as lead inspector on the project and adhere to and provide all duties outlined in Exhibit B of the RFP. Dave is currently in between projects and available for 100% (40 hrs/week) of the projects.

**SPECIAL INSPECTION - Brock Campbell, Adam Lake (MATRISCOPE)**

Matriscope will provide special inspection for compliance with documents, record-keeping, lab services if needed, etc. They are available for 100% of needs.

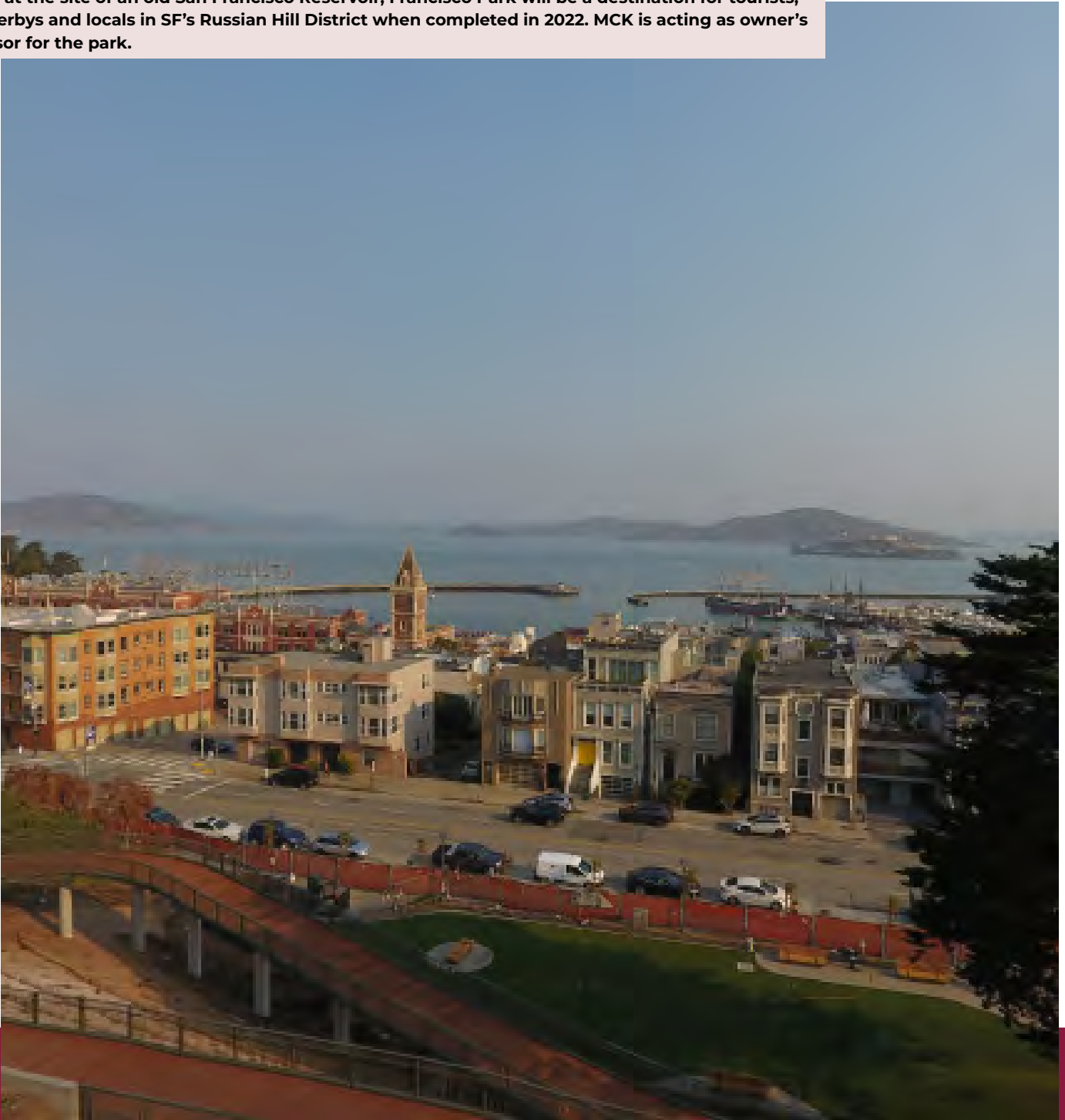
Additional staff can be provided as needed 0-20 hours per week depending on needs.



**MCK HISTORY OF SIMILAR PROJECTS**

- Fulton Playground Renovation
- St. Mary's Excelsior Park & Playground
- Sunset Playground Renovations
- McLaren Park Community Garden
- Guy Place Park
- Mission Dolores Park
- SF South Beach Marina Playground
- India Basin Shoreline Park
- Alta Vista Park
- Francisco Park
- Orange County Great Park (pictured)

Built at the site of an old San Francisco Reservoir, Francisco Park will be a destination for tourists, passerbys and locals in SF's Russian Hill District when completed in 2022. MCK is acting as owner's advisor for the park.



# 02

## Project Team Qualification / Resumes



V.3 Project Team Qualification / Resumes

Name	Years' Experience	Education	CA PE/ Architect License #	Role	Relevant Projects with the Same Role
Brendan McDevitt	32	BS- Mechanical Engineering	M26159	Principal / Point of Contact	Francisco Park Orange County Great Park, City of Irvine Pacific Bell Park
Ryan Curry	12	BS- Construction Management	NA	Construction Manager	India Basin Waterfront Park Las Palmas Park Cataldi Park Yountville Park Buena Vista Park A Place to Play, City of Santa Rosa
Keith Ullinger	33	BS- Construction Management	NA	Construction Manager	Apple Campus 2 Project Landscape and Irrigation Apple Headquarters Icon Garden Renovation The Stevens Creek Park
Billy Boidock	7	MBA - Finance and Sports Management BS - Mechanical Engineering	NA	Assistant Construction Manager	Francisco Park Golden State Warriors Oracle Arena Capital Projects
Matthew White	16	BS - Civil Engineering	EIT XE104001 PMP 248382	Scheduler	Francisco Park El Dorado Irrigation District, Forebay Dam Modification San Francisquito Creek Flood Reduction, Ecosystem Restoration, and Recreation Project
Marc Biddle	30	BS - Construction Management	NA	Estimator	Francisco Park Alta Vista Park Excelsior Park Precita Park Harding Park India Basin Shoreline Park
Marina Burke	15	BS - Construction Management	NA	Estimator	India Basin Waterfront Project San Francisco International Airport AirTrain Project
Dave Marchbanks	18	AA		Inspector	Orange County Great Park, City of Irvine San Francisco Public Utilities Commission Projects
Mark Shepherd	30	BS - Construction	AIA	Inspector	SFMTA Central Subway Tunnel Project



**TEAM MEMBERS**



**BRENDAN MCDEVITT, PE**

**Principal-In-Charge / Construction Manager**

President and CEO of MCK Americas, Inc. - Brendan is a licensed engineer and general contractor in California. He possesses a long track record of successfully leading diverse teams on complex programs and projects. Brendan is available to the City at all times and will be your point of contact to coordinate the appropriate staff and effort for each task ensuring all expectations are being met and exceeded by the team. Brendan has over 30 years of experience managing large multi-discipline teams in both the public and private sector. He is also a former Manager for the San Francisco Clean Water Program Construction Management Division, so understands the complexities and needs of public agencies. Brendan is currently finishing up a project that will put a public park up the street from Fisherman’s Wharf in San Francisco called Francisco Park. The park, a dream for many neighbors in SF’s Russian Hill will become a reality later this year equipped with a dog run, walking paths, playground, garden, breathtaking views of the bay and more. He was also Project Manager for Orange County Great Park and won awards for his stormwater capture design. Most of all he believes success comes from individuals. He has built MCK to allow each individual to operate the company as if it’s their own which fuels a sense of belonging, passion and ambition which visibly passes on to every project MCK employees are on.

**Brendan would be available for technical advice on all of your projects**



**KEITH ULINGER**

**Project/Construction Manager**

Keith has 30 plus years of experience as a general contractor and construction manager. His experience ranges from Infrastructure, Utilities, Office Towers, Aviation, Retail Complexes, Schools, Federal Facilities, Residential, Parks and Sports Facilities. Keith is well versed in all types of contracting methods; preconstruction services including costing, value engineering, constructability and the development of bid/trade packages; design management and construction administration through the closeout phase. He has the experience and ability to provide leadership on the City’s full list of confirmed projects. Keith’s client-first approach is a benefit to any project.



**RYAN CURRY**

**Project/Construction Manager**

Ryan has 10 years of experience working his way up from Project Engineer to Construction Manager. His particularly strong background in estimating has been an asset in providing leadership on projects to ensure they are delivered on budget. Ryan possesses exceptional communication, leadership, and multi-tasking abilities and he is well versed in public and private construction industry. Ryan has a Bachelor of Science in Construction Management. Ryan’s get-up-and-go mindset is an asset to have on any project. His ambition and passion for success can be seen every day on a job.



**FUN FACT:**

Ryan served as Project Manager for **City of Santa Rosa’s A Place to Play Park**

## TEAM MEMBERS

**BILLY BOIDOCK****Assistant Construction Manager**

Billy has served as project manager, construction manager, controls manager and inspector for a variety of projects including public amenities, his most recent being Francisco Park. He's experienced in interpreting plans and specifications as well as construction contract administration of submittals and RFI's. Billy has been hand-picked by clients for closeout and exudes MCK culture and an attitude that is client focused and enthusiastic.

**DAVE MARCHBANKS****Construction Inspector**

Dave has 18 years of experience in civil, structural and architectural inspection. His specialties are asphalt, reinforced concrete, structural, post tensioned and pre-tensioned concrete, soils, and load testing of buildings and structures. He served as inspector and QA Manager on projects which have included levees, dams, pipelines, schools, highways, bridges, water projects, vertical structures, soils excavations, and environmental mitigation.

**MARC BIDDLE****Cost Estimator**

Marc is a seasoned estimator and results-oriented construction professional, with a proven track record of successful estimating for vertical construction, infrastructure, parks, hospitality, roadways, airports and more. His estimating spans every project phase from concept through completion, and beyond to historical databasing. He is adept at providing the appropriate level of detail depending on the client's needs for initial budgets, through design and preconstruction, contract negotiation, cost controls, value engineering, construction pricing, change order pricing and GMPs. In addition to extensive cost estimating expertise, Marc has provided his services on projects using various delivery methods (Design-Build, CM/GC and Design-Bid-Build) and he is experienced with billing, contract execution, specification conformance and compliance, CPM scheduling, shop drawing process and procurement, building codes, LEED, and collaborative stakeholder engagement, further adding to the level of accuracy and reliability of his estimates. Marc wears his MCK heart on his sleeve and truly cares about every single client he works with.

**MARINA BURKE****Cost Estimator**

Marina has 15 years of experience as a senior estimator for structural steel, miscellaneous metals, and metal stairs projects. Her cost estimating on the India Basin Waterfront Project adds to her recent parks experience and skill set. Her background is in general contracting and her insight guarantees precise estimating for a variety of projects.



## TEAM MEMBERS



### MATT WHITE

#### Scheduler

Matt has over 16 years of experience providing scheduling and schedule management, dispute resolution and claims support to contractors, owners, architects, engineers, and surety companies on over 100 domestic and international projects. He has performed and led teams tasked with scheduling and claims evaluation, including delay analysis for projects associated with the construction of public projects.



### MARK SHEPHERD, AIA

#### Construction Inspector

Mark has over 30 years of industry experience serving as lead inspector, assistant project manager and project engineer on a variety of public works projects. In his role, he has been responsible for constructability and pre-construction logistics, reviewing and processing progress billings and change orders, producing monthly reports, providing subcontractor coordination, reviewing and responding to submittals and RFIs, and LEED accreditation tracking. Mark is a licensed Architect in State of California.



### BROCK CAMPBELL

#### Special Inspection - Geotechnical/Environmental

Brock Campbell contributes over 15 years of experience in the geotechnical, environmental, and civil engineering field. His diverse background includes large complex and challenging projects to smaller liquefaction and infrastructure sites, including Park and Recreation projects and roadways.

### ADAM LAKE

#### Special Inspection - Structural, steel, welding, electrical, mechanical

Brock Campbell contributes over 15 years of experience in the geotechnical, environmental, and civil engineering field. His diverse background includes large complex and challenging projects to smaller liquefaction and infrastructure sites, including Park and Recreation projects and roadways.



## THE MATRISCOPE DIFFERENCE

Managed by their Senior California Registered Civil and Geotechnical Engineer, Matriscope's lab is staffed by highly trained and experienced technicians. All reports and procedures are under the direct supervision of Mr. Brock Campbell, P.E., G.E.

Their testing laboratory equipment and testing facility is in compliance with ASTM E 329, Testing

Agencies for Construction, ASTM E 543 Evaluating Agencies that Perform Nondestructive Testing (ASNT), and ASTM D 3740. Furthermore, the laboratory facility is inspected regularly by CCRL (NIST—National Institute of Standards and Technology) as well as AMRL (AASHTO Materials Reference Laboratory) and is approved by local county building inspection departments, Caltrans, US Army Corps of Engineers (USACE), and the DSA Laboratory Evaluation and Acceptance. MatriScope is a member and approved by the California Council of Testing & Inspection Agencies (CCTIA) Competency Advisory Program (CAP).

## Matriscope Certificates

**Division of the State Architect (DSA LEA-138)**  
**Cement and Concrete Reference Library (CCRL No. U-911)**  
**Association of State Highway Transportation Officials (AASHTO) American Materials Reference Laboratory (AMRL No. 607-J)**  
**OSPHD Certification California Department of General Services,**  
**Small Business Enterprise (SBE Ref No. 14741)**  
**CA Council of Testing & Inspection Agencies (CCTIA)**  
**Member & Approved by Competency Advisory Program**  
**United States Army Corp of Engineers Laboratory Certification (USACE)**  
**Numerous County and City Approvals/Registrations**





## **BRENDAN MCDEVITT**

### **Principal/ Point of Contact**



#### **CONTACT**

(415) 656-3246  
bmcdevitt@mckinc.net

#### **EDUCATION**

San Diego State University  
California  
BS: Mechanical Engineering

#### **LICENSES/CERTIFICATIONS**

Licensed Professional Mechanical  
Engineer, CA, 1988, M26159

"Type A" License General  
Engineering Contractor, CA  
745414

URS Construction Management  
Certification

#### **SKILLS**

ADA, Agency  
Budget, CA, Contract  
Crystal Springs, Delivery Methods,  
Mechanical Engineer, Insurance,  
Construction Law  
Public Works, Public Utilities  
Commission, Airports,  
Water/Wastewater, Dams,  
Professional Engineer

#### **REFERENCES**

Rick Thall  
Ph: 650-821-7878  
E: rick.thall@flsfo.com

Jim Chiu  
Ph: 650-821-7741  
E: jim.chiu@flsfo.com

#### **SUMMARY**

Brendan McDevitt is a licensed Professional Engineer and General Engineering Contractor with 32 years of experience in such roles as Senior Manager of Business Development, Chief Operating Officer, Chief Technical Advisor, Developer, Program Manager, Owner's Representative, Project Manager, Design Manager and Construction Manager. He has worked for large engineering and construction services firms leading pursuits in sports, entertainment facilities, commercial development and water/wastewater. He has managed large multi-discipline teams in both the public and private sector on entertainment, sports, recreation, parks, water/wastewater, heavy civil and industrial, deep excavations, large and small-bore pipelines and tunnels, environmental, waste management, land development, facilities, commercial, retail and transportation projects. Currently, he is President and CEO of MCK Americas Inc.

#### **EXPERIENCE**

##### **Francisco Park, Francisco Park Conservancy, San Francisco, CA (\$27.5M)**

Currently serving as Owner's Representative and Project Manager for this 4.3-acre, \$27.5 million park being developed by the Francisco Park Conservancy using 100% donated funds under a Public-Private Partnership (PPP). The park will be gifted to San Rec & Park upon completion. The park will include a convenience building, community garden, elevated walkway, children's playground, dog park and a historical interpretive signage program per CEQA.

##### **Orange County Great Park Corporation; City of Irvine**

##### **Program Manager and Chief Technical Advisor to Chief Executive Officer (\$3 billion) (2008 through 2013)**

Chief Technical Advisor to the CEO and Deputy CEO on a 1200-acre land development project to convert a Superfund military site into a regional 21st century park. The project required complex multi-agency environmental permitting and management of environmental issues for this spectacular public park that includes a unique 3000 tributary-acre stormwater capture and re-use plan, Net zero renewable energy master plan, community ice facility, Anaheim Ducks NHL practice facility, library, visitor center, backbone infrastructure, roads, multi-story buildings, sports field house, soccer fields and baseball complex, botanical garden, amphitheater, museum, signage & wayfinding, private-public partnerships and numerous other elements and complexities. Sustainability, reuse and recycling are key goals of the park. Managed contracts totaling over \$100 million for design services, environmental work, and other professionals plus a \$23 million construction project to construction storm and irrigation capture and re-use ponds for four soccer fields.

##### **Pacific Bell Park, San Francisco, CA. (\$330M)**

Served as Construction Executive for KUD International LLC, (formerly Kajima Urban Development), Developer of Pacific Bell Park, San Francisco Giants. Constructed on leased S.F. Port Authority property, the \$330 million stadium, the first privately financed ballpark in 35 years and dubbed a "Miracle", opened under budget and ahead of schedule for the year 2000 baseball season. From project approvals through the Final Certificate of Occupancy, managed the risk of the Guaranteed

Schedule and the Guaranteed Cost for the developer. The project, consisting of over one million square feet, was constructed under personal contractor's license and was responsible for any issue that could affect cost or schedule. Managed the design, permitting, demolition, environmental remediation, construction, facility opening and contract closeout. Managed the contracts and work of the entire project team; CM/GC Huber Hunt & Nichols/Kajima, the Architects HOK Sport and Callison, the Owner's direct sub-contractors and all consultants and inspectors. Negotiated with city building officials solutions to seismic design issues involving cantilevered seating sections, Teflon/stainless seismic slip joints, pivoting columns and embed details. Worked directly with seismic engineers using particle acceleration programs to analyze stadium behavior during an earthquake event. Oversaw the installation of soil grouting and rock columns for the purpose of preventing liquefaction during a seismic event. Managed all soils and environmental issues, oversaw all retail space, concessions, back-of-house, sponsorship space and finishes. Directly responsible for ensuring compliance with all life-safety code requirements and Americans with Disabilities Act (ADA). Led all interactions with the Department of Building Inspection and Port Authority.

**Clean Water Program, City and County of San Francisco Department of Public Works (DPW) Bureau of Construction Management Division Manager (\$1.3B Project)**

Completed ten major wastewater projects totaling over \$150 million from NTP to Close Out that were mandated by Federal Law to be operational by specific CDO dates. Accomplished this objective while supervising a staff of 32 engineers and inspectors. Projects ranged from 250 MGD pump stations and 9-foot diameter tunnels to treatment plants. Served as dual PM/CM for two-mile Richmond Transport 9-foot diameter tunnel, Resident Engineer for pump station connecting to the Islais Creek Tunnel and inspected miles of existing SFPUC (formerly DPW) wastewater tunnels.

**City and County of San Francisco Department of Public Works Manager, Mechanical Engineering Division for the City's Bureau of Engineering (SFPUC)**

Managed the Mechanical Engineering Division for the City's Bureau of Engineering. Managed 31 engineers and designers in the preparation of contract documents for hundreds of millions of dollars of major storm and wastewater collection and conveyance system projects and treatment plant projects.

**San Francisco Public Utilities Commission, Capital Improvements Program (currently WSIP), Water System Replacement and Seismic Upgrade Program, San Francisco, CA. (\$4.3B)**

Prepared a fully comprehensive report in 2003 for the San Francisco Public Utilities Commission analyzing the entire \$4.3 billion Program for feasibility, risk analysis, constructability and its ability to deliver water following a seismic event. The report included a study of facilities from Hetch Hetchy to the City Distribution including San Joaquin, Sunol and Peninsula pipelines, Irvington and Crystal Springs tunnels, treatment plants, connectors, dams, reservoirs, pump stations, emergency and non-emergency power, etc.

**Bruce Flynn Rankin Pump Station Clean Water Program, City and County of San Francisco DPW Bureau of Construction Management, Resident Engineer (\$80M)**

This 250 MGD pump station required a 95-foot-deep excavation along the San Francisco Bay. A soil-cement 3-foot-thick cofferdam with steel soldier piles, complex shoring and continuous dewatering supported the excavation. Poured a 14-foot-thick slab on concrete-filled steel pipe piles. Walls were up to 8-foot thick. Completed on time to satisfy a Federal Law to be operational by specific CDO date.

**Southeast Water Pollution Control Plant Improvements (\$100M), Clean Water Program, City and County of San Francisco DPW Bureau of Construction Management, Resident Engineer**

This project included open cut 10-foot concrete pipe installation, headworks and primary and secondary treatment facilities rehabilitation, digester and related piping improvements and numerous other improvements in an operating treatment plant. Completed on time to satisfy a Federal Law to be operational by specific CDO date.

**North Shore Water Pollution Control Plant Improvements (\$20M), Clean Water Program, City and County of San Francisco DPW Bureau of Construction Management, Resident Engineer**

This project included headworks and primary treatment facilities rehabilitation, chemical storage and feed installations, odor control facilities and pump station improvements.



## **RYAN CURRY**

### **Construction Manager**



#### **SUMMARY**

Ryan Curry has over 12 years hands-on experience in the Commercial and Residential construction industry, specifically in parks, buildings and facilities. He has deep experience in Project Management, Construction Management, Estimating, MEP Coordination, Controls, Document Control, and Stakeholder Engagement. Additionally, Mr. Curry has exceptional written and communication skills, and interfaces daily with Architects, Engineers, Inspectors, Owners, General Contractors, and Subcontractors.

#### **EXPERIENCE**

##### **India Basin Waterfront Park, San Francisco Recreation & Parks**

Currently providing pre-construction support services of Phase 2 - 900 Innes Park Development at India Basin in San Francisco. The project will preserve historical structures, construct a new shop building, shoreline planting, picnic areas, provide open space, new piers, ADA-accessible pathways, restrooms, and other amenities in SF's Bayview Neighborhood.

##### **Las Palmas Park, City of Sunnyvale Liz Johnson (\$2M)**

Served as Project Manager Project Manager on installation of play equipment, Concrete, landscaping, plumbing and electrical.

##### **Cataldi Park, City of San Jose (\$1M)**

Served as Project Manager on installation of play equipment, pour in place rubber surfacing and concrete.

##### **Yountville Park, City of Yountville (\$500k)**

Served as Project Manager on installation of play equipment.

##### **Buena Vista Park, City of Fremont, Tara Bhuthimethee (\$500k)**

Served as Project Manager on installation of play equipment.

##### **A Place to Play, City of Santa Rosa (\$1M)**

Served as Project Manager on installation of play equipment.

##### **San Lorenzo Unified School District: Dayton ES Mod (\$1.8M), Bay ES Mod (\$3.2M), Edendale MS Roof (\$1.6M), Lorenzo Manor ES Roof (\$1.2M)**

Served as Primary Project and Construction Manager overseeing renovation projects for the District. Modification projects scopes include new ADA bathrooms, access control doors and locks systems, ADA concrete and paving, new asphalt roofing systems and others. Tasks include communicating with district stakeholders, budget and schedule oversight, change orders, conduct meetings with district staff, ensure compliance, oversight of consultants, project monitoring, and various project management tasks.

##### **El Dorado Irrigation District, Upper Main Ditch Piping Project, El Dorado County, CA – current**

Serves as Inspector on piping project in Sierras. The upper main ditch transports water from the Forebay Reservoir to the Reservoir 1 Water Treatment Plant. The ditch is approximately three miles in length. The project will replace this open conveyance with a 42-inch welded steel or concrete cylinder pipe. The project

#### **CONTACT**

(415) 656-3246

#### **EDUCATION**

California State University, Chico  
2004-2008  
BS: Construction Management  
Butte College Associate degree  
2003-2004

#### **CERTIFICATIONS**

Osha 10  
CPR /AED  
AISC of Surfaces  
AIA Access Control  
AISC Welding  
Forklift Operator

#### **SKILLS**

Project Management, Estimating,  
Coordination, Communication,  
Scheduling, Supervision

#### **REFERENCES**

Dong Kim  
Ph: (510) 452-3224  
E: dkim@dialogdesign.ca

Edward To  
Ph: (707) 527-2992  
E: yiuleungto@yahoo.com

Jason Edington  
Ph: (510) 461-1855  
E:jason@benchmarkinsp.com

#### **ASSOCIATIONS**

CASBO Facilities Professional  
Council Chair

alignment will install pipe within private easements in portions of the ditch and cross-country sections, and Public Right of Way in portions of Blair Road. The pipeline will have the capacity to deliver 40 cubic feet per second, the maximum flow available from Forebay Reservoir.

**Sonoma County Airport (\$1.5M), Sonoma Veterans Hall (\$2.3M), UC Davis Feline Ward (\$3M) - 2019**

Served as Superintendent. Removed and replaced sections of the asphalt runway with high strength concrete. Installed a new roofing system at the Veterans Hall. Tenant Improvement of the existing hospital at UC Davis. Led employee safety plan, ensuring employees were trained and safe to work on the job sites.

**Discovery Homes (2017-2018) (\$500k-\$3M)- Duarte Ranch, Skyview Estates, Schaefer Ranch, Garibaldi Ranch, Meadow Brook, Tides at Newport, Villagio, Magnolia, Poetry Gardens Townhomes, Edgewater Apartments – 2017 to 2018**

Served as Estimator, establishing all estimates and negotiating subcontracts for over 600 single and multi-family homes. Helped build and manage a schedule as well as manage the construction team.

**Golden State Warriors Team Store (\$1.2M), Theatre Box Suites (\$1M), BMW Club (\$1.4M), Courtside Club (\$1.5M) – 2013 to 2017**

Led project team for 2-year overhaul of 10,000 sf of Golden State Warriors Team Store, Theatre Box Suites, BMW Club, Courtside Club.

**San Francisco Fire Dept. Sprung Tent (\$1.2M), Stockton Airport Sprung Tent (\$1.1M), Las Palmas Park (\$3.5M) - 2012**

Served as Project Manager, managing all phases of commercial, private, and public works projects. Coordinated and prioritized work for multiple crews. Scheduled meetings with owners and public officials to make project timelines and budgets.

**BART Airport Connector (\$5 M), De Anza College Learning Center (\$6M), AT&T Hayward (\$1M), UCSF Mission Bay (\$2M) - 2011 to 2012**

Served as both Project Engineer and Purchasing Agent accountable for quoting, purchasing, procuring, and loading all material to the job sites. Evaluated performance and reliability of crews to make sure company standards were met.

Established long term relationships with vendors to maximize cost savings.

**San Francisco Giants Stadium Sign, Vallejo Parking Garage, Stanford Stadium, Monterey Bay Aquarium, The Cathedral of Christ the Light – 2008 to 2010**

Served as Project Engineer responsible for coordinating between the shop and the field. Reviewed and maintained bill of materials to ensure on-time delivery to the job sites. Assisted with field measurements and adjustments to AutoCAD.



# KEITH ULINGER

## Construction Manager



### SUMMARY

Mr. Ulinger has over 33 years of experience as a General Contractor and Construction Manager, in particular with CM/GC, Lease-Leaseback and Design-Build projects. His experience ranges from Infrastructure, Utilities, Office Towers, Aviation, Retail Complexes, Schools, Federal Facilities, Residential and Parks and has extensive experience in the construction of Sports Facilities at all levels of competition. Mr. Ulinger is well versed in all types of contracting methods, preconstruction services including costing, value engineering, constructability and the development of bid/trade packages. He is known for his consistent track record of exceeding revenue and profit goals. Mr. Ulinger is self-motivated, results-oriented team leader, conscientious and detail-oriented. He is experienced in managing multiple project management teams on multiple projects at one time, setting effective priorities and achieving both immediate and long-term goals, ensuring smooth workflow and without fail meets all deadlines.

### CONTACT

(415) 656-3246

### EDUCATION

California State University, Chico  
2004-2008  
BS: Construction Management  
Butte College Associate degree  
2003-2004

### CERTIFICATIONS

Osha 10  
CPR /AED  
AISC of Surfaces  
AIA Access Control  
AISC Welding  
Forklift Operator

### SKILLS

Project Management, Estimating,  
Coordination, Communication,  
Scheduling, Supervision

### REFERENCES

Dong Kim  
Ph: (510) 452-3224  
E: dkim@dialogdesign.ca

Edward To  
Ph: (707) 527-2992  
E: yiuleungto@yahoo.com

Jason Edington  
Ph: (510) 461-1855  
E:jason@benchmarkinsp.com

### ASSOCIATIONS

CASBO Facilities Professional  
Council Chair

### EXPERIENCE

#### APPLE CAMPUS 2 PROJECT LANDSCAPE AND IRRIGATION – Cupertino, CA

Project consisted of 175 Acre Site. There were in excess of 7,200 Trees, 5.5 Million Plants, 134 Miles of Irrigation Piping, 210,000 Cubic Yards of Soil, 24 Month Pre-Construction Services, 17 Month Construction Schedule. Took 465,000 Man-Hours to complete.

#### APPLE CORPORATE HEADQUARTERS – Cupertino, CA

Icon Garden Renovation – Re-landscape the Icon Garden at the entrance to the Apple Corporate Headquarters utilizing native plant material and trees that are low water use and drought resistant.

#### The Stevens Creek Park

Served as Project Manager on this project. The scope was to realign Stevens Creek and renovate Stevens Creek Park, including landscape, irrigation, bocce courts, horseshoe pits, new pervious concrete trail, bespoke fencing, swimming pool renovation, new parking lots, new golf ball fence to separate Blackberry Farms Golf Course from the park.

#### SFMTA Central Subway Tunnel Project San Francisco, CA

Currently providing Cost Estimating services for the MUNI's Central Subway Project. MCK is teamed with AECOM to provide Construction Management for this transportation project that consists of tunnel and substations construction. The Central Subway Tunnel project is the second phase of the Third Street Rail Project in San Francisco, which will link neighborhoods in the southeastern part of the city with retail and employment centers downtown.

#### Bay Corridor Transmission & Distribution - Phase 2 North, San Francisco, CA (\$28M)

Presently serving a Resident Engineer for the San Francisco Public Utilities Commission on the DB-129.1- Bay Corridor Transmission & Distribution - Phase 2 North project. This Design-Build contract provides construction and testing of new underground electrical duct bank and vaults, new Auxiliary Water System Supply (AWSS) ductile iron pipe, new roadway and sidewalk and restoration. This work will be performed in two segments. Segment 1 occurs on Terry A Francois Blvd between South Street and Mission Rock Street. Segment 2 occurs on Illinois Street between 23rd Street and Marin Street.



### **El Dorado Irrigation District, Forebay Dam Modification (\$27M)**

Served as QA/QC Inspector to the El Dorado Irrigation District for the Forebay Dam Modification Project. The projects primary improvements were to construct an earthen stability buttress on the downstream face that will both strengthen the dam and increase its water storage capacity. The project was completed in 2019.

### **San Francisco International Airport – Roadway and Utility Realignment Project (\$60M)**

Served as Project Manager/Construction Manager for this utility and roadway realignment project and constructed a new RON hardstand to accommodate five (5) ADG-III aircraft with bussing operations or three (3) ADG-V aircraft and ground service equipment on both Air and Landside in support of increased demand and the new Airport Hotel Program. Overseeing Webcor Builders on a CM/GC delivery and working alongside and in support of the Hotel team, which is engaged in a Design-Build contract with Webcor Builders.

### **Lump Sum / Hard Bid Projects – Range: \$250,000 to \$10,000,000**

- Stevens Creek Corridor Park Phases 1B and 2 - Cupertino, CA
- Fremont Union High School District Solar Array Foundations - Sunnyvale, Cupertino & San Jose, CA
- CalWater Stockton Station 85 - Stockton, CA
- College of San Mateo Load Center 8 - San Mateo, CA
- Walton Special Center Underground Utilities - Stockton, CA
- De La Salle High School Track Renovation - Concord, CA
- Benicia City Hall Photovoltaic for Chevron - Benicia, CA
- Derby Field Baseball Stadium - Berkeley, CA
- West Valley College Viking Grove - San Jose, CA
- San Jose Downtown Health Center Concrete - San Jose, CA
- CSU East Bay Campus Baseball Field Renovation - Hayward, CA
- UC Berkeley Campbell Hall Replacement Sitework - Berkeley, CA
- University Miracle Mile Median Improvements - Stockton, CA

### **Design-Build Projects – Range: \$250,000 to \$10,000,000**

- Canada College - Gateways and Circulation Project / Parking Lot 6 Expansion / Loop Road Repairs / Fire Roads and Parking Lot 4 Renovation / Parking Lot 10 and Concrete Ramp Improvements / Tennis Court Renovation and Resurfacing - Redwood City, CA
- Skyline College - Miscellaneous Access Stairs / Parking Lot A & B Improvements - San Bruno, CA
- College of San Mateo - Hall of Fame/Sidewalk Improvements/Hallmark Cross Country Running Track - San Mateo, CA
- San Jose Earthquakes Practice Field - San Jose, CA
- Freedom HS Football Field Base Renovation and Repair - Oakley, CA
- ECIP Solar Micro Grid Phases 1 and 2 for the USACE - Fort Hunter Liggett, CA

### **Negotiated / GMP Projects – Range: \$10,000 to \$5,000,000**

- Skyline College Parking Lot 10 - San Bruno, CA
- Lynbrook High School Flagpole Replacement - San Jose, CA
- Van Dykes Rice Dryer Photovoltaic - Pleasant Grove, CA
- Camp Roberts Building 1800 Electrical Upgrade - Camp Roberts, CA
- ACE at Chavez Charter School - San Jose, CA
- Rocketship - Alma Charter School / Brilliant Minds Charter School Phase 1 - San Jose, CA

### **Lease-Leaseback / GMP Projects – Range: \$11,000,000 to \$25,000,000**

- Stagg High School - Football Stadium / Softball Stadium / Baseball Stadium / Multi-Use Field, Hard Courts & Aquatic Center - Stockton, CA
- Edison High School Football Stadium - Stockton, CA
- Chavez High School - Football Stadium / Softball Stadium - Stockton, CA
- Fremont High School - Football, Softball & Baseball Stadiums / Multi-Use Field & Hard Courts - Sunnyvale, CA
- San Lorenzo High School Athletic Fields Renovation and Replacement - San Lorenzo, CA
- Arroyo High School Athletic Fields Renovation and Replacement - San Lorenzo, CA
- Pittsburg High School - Parking Lot Renovation and Expansion / Football and Track Stadium Renovation / Baseball Stadium / Multi-Use and Softball Fields – Pittsburg, CA



# BILLY BOIDOCK

## Assistant Construction Manager

### SUMMARY

Mr. Boidock has extensive experience in buildings and structures, interiors focused on Guest Services, and improvement of Guest Services in a highly public environment. He has served as Project Manager, Construction Manager, Controls Manager and Inspector for projects primarily consisting of offices, public amenities, food service, MEP, Tenant Improvements, solar, sustainability and building code compliance. He has served as Operations Manager and leader for critical facilities. Mr. Boidock is skilled at the engagement of and collaboration with stakeholders in politically challenging environments. He is a self-motivated, results-oriented team leader, conscientious and detail-oriented. He is experienced in managing multiple project management teams on multiple projects at one time, setting effective priorities and achieving both immediate and long-term goals, ensuring smooth workflow and meeting all deadlines.

### EXPERIENCE

#### Francisco Park, Francisco Park Conservancy, San Francisco, CA (\$27.5M)

Served as Assistant Project Manager for the SF Reservoir space in San Francisco's Russian Hill neighborhood on Bay Street that being transformed into a stunning park with expansive, commanding Bay views. The project will provide multiple park amenities – a Dog Run, Elevated Walkway, Main Lawn, Reservoir History Pathway, and Community Garden - and will be a destination for residents and visitors looking to take a breather from the hustle and bustle of the city. Francisco Park is scheduled to open in 2021-2022.

#### SFMTA Central Subway Tunnel Project, San Francisco, CA (\$1.5B)

Currently serving as Systems Engineer with the CM Team, involved in all aspects of the SFMTA Central Subway Rail Project Startup, including Commissioning Services, Train Testing, Subway Station Construction Inspection, and Punch List Management. MCK is teamed with AECOM to provide Construction Management for this transportation project that consists of tunnel and substations construction. The Central Subway Tunnel project is the second phase of the Third Street Rail Project in San Francisco, which will link neighborhoods in the southeastern part of the city with retail and employment centers downtown, including Union Square, Powell Street BART, and Chinatown.

#### San Francisco Public Utilities Commission (\$120M)

##### Bay Corridor Transmission and Distribution (BCTD) Project Phase 2

Currently serving as Field Contract Administrator for the San Francisco Public Utilities Commission (SFPUC) reporting directly to the Resident Engineer for the Design-Build project which consists of design and construction services for the BCTD – Phase 2 located in San Francisco, CA. This project requires design, engineering, permitting,, materials procurement, construction, delivery, installation, and testing of new underground electrical utilities, underground wastewater pipeline replacement and rehabilitation, auxillary water supply system (AWSS) installation, roadway and sidewalk re-paving, and civil upgrade and restoration. Construction scope consists of all work associated with installing the electrical duct banks, cables/conductors, sewer force main, gravity sewer pipe, cured-in-place sewer pipeline liner, water distribution pipe, all associated appurtenances in San Francisco and required restoration and

### CONTACT

415-656-3264  
bboidock@mckinc.net

### EDUCATION

Stanford Graduate School of Business,  
Master of Business Administration (MBA) - Finance and Sports Management  
Member of Service-Learning Expedition to India Focused on Healthcare & Sustainable Development  
Graduate Assistant: Stanford Men's Basketball  
University of Colorado – Boulder  
Bachelor of Science in Mechanical Engineering,  
Leadership Certificate - Presidents Leadership Class  
Point Guard for University of Colorado Basketball Team; NCAA Men's Basketball Tournament (2003),

### CERTIFICATIONS

30-hour OSHA Training

### SKILLS

Oracle Unifier, PROCORE, Bluebeam, Microsoft Office

### REFERENCES

Joe Magnello, AIA, DBIA, LEED AP BD+C  
Ph: 443-722-1184  
Em: joe@latitude18designs.com

Michael Dorsa  
Ph: 408-623-4212 (cell)  
Em: [michaeld@nibbi.com](mailto:michaeld@nibbi.com)

Jim Chiu  
Ph: 650-821-7741  
E: [jim.chiu@flysfo.com](mailto:jim.chiu@flysfo.com)

improvements to public rights-of-way in accordance with San Francisco Public Works regulations and City Ordinances.

**San Francisco International Airport – Terminal 3 West Modernization (\$800M)**

Served as Assistant Resident Engineer for this building modernization project that will upgrade infrastructure, improve building and technology systems at the San Francisco International Airport. Served as Assistant RE through the Design Phase of the project (2019-2020).

**San Francisco International Airport – Long Term Parking Garage (\$143 M)**

Served as Lead Activation, Commissioning and Closeout Specialist for the new six-story garage facility that provides 3,600 additional parking stalls adjacent to the existing long-term parking garage. The long-term parking garage opened to the public in May 2019. The Long-Term Parking provides vehicular interconnectivity between the existing long-term parking facility; future AirTrain connectivity; automated parking guidance technology with variable message signage and wayfinding; electric vehicle charging infrastructure; customer amenities space; Park Smart Certification (Green Garage) in sustainable parking facility design and management, and anticipated Net Zero achievement with solar panels generating electricity. The parking garage is designed and built to be 100% EV charging capable with 3 percent of the parking stalls providing EV charging stations at the facility's opening. The parking garage also integrates a parking guidance system that utilizes Park Assist and their M4 camera-based smart-sensor powered technology that will help SFO reduce costs, generate new revenue opportunities, and create an innovation-driven parking system.

**San Francisco International Airport, Plot 2 Roadway and Utility Realignment Project (\$60M)**

Served as Office Engineer for this utility and roadway realignment project and constructed a new RON hardstand to accommodate five (5) ADG-III aircraft with bussing operations or three (3) ADG-V aircraft and ground service equipment on both Air and Landside in support of increased demand and the new Airport Hotel Program.

**El Dorado Irrigation District, Forebay Dam Modification (\$27M)**

Served as QA/QC Inspector to the El Dorado Irrigation District for the Forebay Dam Modification Project. The project's primary improvements were to construct an earthen stability buttress on the downstream face that will both strengthen the dam and increase its water storage capacity. The project completed Fall 2020.

**CITY AND COUNTY OF San Francisco Airport Commission San Francisco International Airport, Consolidated Administration Campus (CAC) Phase I, San Francisco , CA (\$83M)**

Served as Construction Manager, Office Engineer, activation and commission specialist and closeout manager for this 136,000 SF Consolidated Administration Campus building which houses, Design & Construction, Planning, ITT and Museum staff in a LEED Gold, Net Zero energy facility. The building also contains a ground level café.

**Project/Construction Manager, Golden State Warriors Oracle Arena Capital Projects (\$20M)**

- Warriors Owners Lounge renovation
- 2nd Row Floor Seats expansion
- City National Club design & buildout
- Theater Box Suites design & buildout
- Warriors concourse-level Team Store buildout (\$600k)
- Oracle Arena DraftKings Atrium Bar buildout (\$1.5M)
- Cisco Stadium Vision & Signal Share WiFi implementation (\$7MM)
- 2015 NBA Finals arena buildout – collaboration with NBA, ESPN teams

**Special Assistant to President Rick Welts, Golden State Warriors**

Served as Special Assistant to the President of the Golden State Warriors for the San Francisco Arena project team performing site analysis and assisted arena Construction Executive with management of Architect and General Contractor. Additionally, developed merchandise partnership with Adidas, developed radio partnership with KNBR AM 680, digital integration at Oracle: NextVR, Facebook Interactive, & Sonic Notify and Disney ELEVATE customer service initiative for 700-employee workforce.



## DAVE MARCHBANKS

### Inspector



#### SUMMARY

Mr. Marchbanks has 18 years of industry experience in civil, structural, and architectural inspections. His specialties are reinforced concrete, structural, post tensioned and pre-tensioned concrete, masonry, asphalt, soils, and load testing of buildings and structures. His projects include levees, dams, pipelines, schools, prisons, highways, bridges, water projects, vertical structures, soils excavations, and environmental mitigation. Mr. Marchbanks is fluent with Caltrans regulations and many construction management software programs such as Procore. Prior to becoming an inspector, he worked for over 20 years as a licensed contractor installing brick, tile, block, plaster, marble, and stone and as an electrician trainee.

#### CONTACT

(415) 656-3246  
dmarchbanks@mckinc.net

#### CERTIFICATIONS

CAL OSHA, Trenching and Shoring/Fall Protection Certified Inspector, Certified Tank Inspector, Masonry and Shotcrete, Dept. of State Architect (DSA), California, #2672 Certified Inspector of Record, Dept. of State Architect (DSA), California, #3325 Certified Field-Testing Technician, Grade 1, American Concrete Institute (ACI), #046578 Certified Troxler Nuclear Gage, Certified Caltrans Test Methods, #231 Relative Compaction, #375 Relative Compaction (AC), #539 Sampling Fresh Concrete, #533 Ball Penetration (Kelly Ball), #504 Air Content by Pressure Method (PCC), #540 PCC Cylinder Fabrication, #543 Air Content of Fresh Concrete by Value Metric Method, #556 Slump of Fresh Portland Cement Concrete, and #557 Temperature of Freshly Mixed Concrete

#### SKILLS

PROCORE

#### REFERENCES

Eugene Shu, PM  
Ph: 415-581-2310  
E: eshu@sfgwater.org

Todd Cockburn  
Ph: 415-675-7580  
E: tcockburn@epconsultants.com

Ivar Satero,  
Ph: 650-821-7719  
E: Available Upon Request

#### EXPERIENCE

##### **Orange County Great Park Corporation; City of Irvine – South Lawn Sports Complex, Irvine, CA (\$15M)**

Served as Construction Inspector/Quality Assurance (QA) for the 2013 APWA award winning OCGP Western Sector Park Development Plan 2012 Capital Improvements project consisting of the South Lawn and Timeline West (30+ acres). Performed inspection of the civil, structural and architectural activities. Construction scope consisted of four lighted soccer fields (two artificial turf), a restrooms/park operations building (2,200 square feet), four basketball courts, defined and marked jogging route, turf lawn areas, two reflecting ponds, four stormwater capture and reuse ponds with associated collector and pumping systems, irrigation and planting, site and pathway lighting, bioswales and drainage features, and roadway construction and improvements. Responsibilities included onsite inspections for the Orange County Great Park/City of Irvine, daily reports, progress photos, construction updates and coordination with several public agencies.

##### **San Francisco Public Utilities Commission Project Controls Services for Operations Contract – Construction Inspection Services for Van Ness BRT**

Provided Construction Inspection Services on an as needed basis to the San Francisco Public Utilities Commission (SFPUC) for the Van Ness BRT Project. The project includes safety enhancements, utility replacements and transportation upgrades including San Francisco's first Bus Rapid Transit system.

##### **San Francisco Public Utilities Commission Renew Services Project**

Served as Quality Assurance/Quality Control Inspector on multiple water construction contracts for the SFPUC under the Sewer System Improvement Program (SSIP), a 20-year, multi-billion-dollar citywide investment required to upgrade the aging sewer infrastructure to ensure a reliable and seismically safe sewer system for generations to come.

##### **San Francisco Public Utilities Commission 24 8" Dip Water Main Installation**

Served as Quality Assurance/Quality Control Inspector for the installation of 8" Ductile Iron Pipe (DIP) Water Main lines from Van Ness to Lombard and all of the intersection crossings. The entire Van Ness water main installation consisted of 8", 12" and 16 DIP. Services were rendered through June 2018.

##### **San Francisco Public Utilities Commission Bay Division Pipeline 3 & 4 Reliability Upgrade, Fremont, CA (\$75M)**

Served as Construction Inspector/Quality Assurance (QA) for a seismic retrofit of 78" water lines for the City of San Francisco Public Utilities Commission; a project that made the cover of ENR Magazine in 2014. The Bay division pipelines 3 and 4 crosses the Hayward fault. Work included massive utility rerouting including boring, pile driving and tunneling conducted underwater and coordination of several public agencies. Responsibilities included onsite inspections for the SFPUC, daily reports, progress photos, construction updates and coordination with several public agencies.

#### **San Francisco Public Utilities Commission Sewer System Improvement Program**

Provided QA/QC services on multiple water construction contracts for the SFPUC under the Sewer System Improvement Program (SSIP), a 20-year, multi-billion-dollar citywide investment required to upgrade the aging sewer infrastructure.

#### **San Francisco Public Utilities Commission, Lower Crystal Springs Dam/San Andreas Transmission Upgrades, San Francisco, CA (\$100M)**

Served as Construction Inspector / Quality Assurance (QA) for the reconditioning of water lines from Crystal Springs to the San Andreas reservoir. The new 70" outlet steel pipe is located under the I-280 from the San Andreas reservoir to the Harry Tracy Water Treatment Plant. Work consisted of demolition of the old outlet structures at San Andreas and construction of the new outlet structures.

#### **San Francisco Public Utilities Commission Lower Crystal Springs Dam (\$20M)**

Served as Construction Inspector/Quality Assurance (QA), performed inspection of the civil and structural construction activities for raising and strengthening the Dam to increase storage capacity and meet seismic criteria. Work included a massive buttress poured beneath the toe of the dam on a 24-hour continuous schedule. Observed and reported on the daily construction activities as performed by the contractors in a daily inspection report.

#### **San Francisco International Airport Terminal 2 Renovation, San Francisco, CA (\$383M)**

Served as Construction Inspector/Quality Assurance (QA), performed inspection of the civil and structural construction activities. Work included elevated concrete ramps and roadways, concrete columns and beams, sidewalks and all exterior concrete. Observed and reported on the daily construction activities as performed by the contractors in a daily inspection report. Work performed included all phases of renovations for expansion, improvement, and compliance to plans and specifications.

#### **Highway/Bridges (CalTrans District #4) – Construction Inspector/ Quality Assurance (QA)**

Served as Construction Inspector/Quality Assurance (QA), conducted daily inspection and monitoring of all phases of roadway renovation to resurface highway according to current State specifications. Ensured safety and compliance for all phases of roadway construction were adhered to on a daily basis and reported accurately and timely to ensure on target job completion.

#### **Creekside Business Park, Auburn, CA – Construction Inspector/Quality Assurance (QA)**

Served as Construction Inspector/Quality Assurance (QA) for the sub grades, building pads, underground, new road construction for this three-story retail business development.

#### **Pelican Bay State Prison, Del Norte County, CA**

Served as Construction Inspection for the Construction of a two-story 450,000 SF correctional facility to house 1,000 inmates in a maximum-security environment. Construction was primarily tilt-up precast concrete which was all poured and cured on-site. Project exhibited state-of-the-art physical and technical security systems.

#### **California State Prison and Rehabilitation, Corcoran, CA**

Served as Construction Inspector for this male-only state prison and rehabilitation facility located in Kings County, California.



**Brock Campbell**  
*Engineering Manager*

Brock Campbell contributes over 15 years of experience in the geotechnical, environmental, and civil engineering field. His diverse background includes large complex and challenging projects to smaller liquefaction and infrastructure sites, including Park and Recreation projects and roadways. Campbell approaches every project with the goal of adding value through his technical expertise and cost-effective innovative solutions, ensuring exceptional project delivery every time. He is responsible for direct oversight of technical aspects related to geotechnical investigations, field inspection, laboratory services and material testing services. In addition to managing Matriscope's accreditation programs including Caltrans, DSA, CCRL and AMRL annual and bi-annual audits of the company's laboratory facilities. Additional Responsibilities include engineering aspects associated with the field inspection and laboratory testing departments as well as related activities including coordination with the general contractor, subcontractors and clients supervising support staff for field exploration and lab testing, administrative, reporting, proposal preparation, and mentoring/managing assigned team members on a wide array of public and private sector clients/ projects related to construction quality control, quality assurance and building code compliance as well as engineering consulting and investigation services related to materials selection, and existing conditions. Brock also has experience with various software including but not limited to AutoCAD, LPile, SHAFT & GeoStudio Modeling/ Design programs.

## **EDUCATION**

### **M.S. in Civil Engineering**

*University of California, Davis, 2009*

### **B.S. in Civil Engineering**

*University of California, Davis, 2004*

## **PROFESSIONAL CREDENTIALS, LICENSING, CERTIFICATIONS:**

- Registered Geotechnical Engineer, CA  
License No. 2995
- Registered Civil Engineer, CA  
License No. 71578
- QSP/QSD – No. 26122

## **RELEVANT PROJECT EXPERIENCE**

### ***On-Call Bridge Evaluations California Department of Transportation*** *State of California*

Brock Campbell was the on-call engineer responsible for performing deep foundation design analysis for bridge structures at multiple sites, while calculating liquefaction and lateral spreading and effects on deep foundations. He also evaluated mechanically stabilized earth embankments for bridges and highways and oversaw drilling and logging of soil borings for site evaluations.

### ***Department of General Services On-Call*** *Various Locations, CA*

Brock Campbell is the geotechnical engineer responsible for overseeing various projects related to the Department of General Services that has included the Redding Veterans Home, the Fresno Veterans Home, Wing A/B Cooling System Upgrade, and more.

### ***on-Urban Levee Evaluations – California Department of Water Resources*** *Various Locations, CA*

Brock Campbell was the geotechnical engineer responsible for overseeing the evaluation of 700+ miles of non-urban levees along the San Joaquin River and tributaries. Campbell scheduled and managed subcontractors for 150+ field investigations, confirmed soil properties from boring logs with laboratory testing results, and modeled levee performance using GeoStudio computer programs. Campbell prepared both the design of remediation measures including seepage berms and cutoff walls, as well as the cost-benefit analysis of remediation measures.

***Site Explorations San Jose to Merced California High Speed Rail Authority***

San Jose, Merced, CA

Brock Campbell evaluated boring locations for 140+ miles of proposed highspeed rail route, while managing subcontractors for 100+ field investigations up to 200-feet below ground. Campbell coordinated drilling and encroachment permits with multiple counties and jurisdictions, while overseeing and evaluating laboratory testing of representative field samples. As the on-site engineer, Campbell installed and monitored vibrating wire piezometer wells to evaluate groundwater depths.

***City of Sacramento On-Call***

Sacramento, CA

Brock Campbell is the geotechnical engineer responsible for overseeing various projects related to the City of Sacramento. Mr. Campbell is responsible for overseeing inspection services including, but not limited to soils, concrete, asphalt, and other materials common to public works construction, including the following projects: P/Q St. Alley, Franklin Blvd Frontage Improvements, and Oak Park Commons Center.



## MARINA M. BURKE

### Senior Cost Estimator



#### SUMMARY

Ms. Burke has 15 years of experience as a Senior Estimator for **structural steel**, miscellaneous **metals** and **metal stairs** projects. Her extensive knowledge of various cost estimating software programs include Fabtrol, Microsoft Office and Blue Beam. Knowledge of Design Development budget to Construction Development project cost Turnover Process and miscellaneous metals scopes, retrofits and seismic upgrades, job walks, material, shop and field labor take offs, writing RFI's and communication with general contractor, understanding of bid documents and contract, stellar organization skills and document control. Ability to read and understand drawings, detailed change order pricing, detailed scope reviews and letter writing, specialty buyouts, preconstruction consulting, budget projections and value engineering consulting.

Ms. Burke's extracurricular activities consist of being a part of college recruiting, helping organize and plan company events, attends National Association of Women in Construction Meetings, being a Member of Sacramento State University Construction Management Alumni Association, appearing on panels and speaking to industry leaders, faculty, students and staff when required.

#### EXPERIENCE

##### India Basin Waterfront Project – Mixed Use \$700 Million

Performed cost estimating for the India Basin Waterfront project that will combine the abandoned industrial site at 900 Innes, with two existing parks. India Basin Shoreline Park and India Basin Shoreline open space, both of which will undergo significant improvements. This 10-acre waterfront park will connect the Bay Trail and provide open spaces, trails, and unrivaled recreational opportunities for local residents.

##### San Francisco International Airport AirTrain- Structural Steel (New Const.) \$207M

Performed Cost Estimating services and change order review for new AirTrain station and pedestrian bridge to new Grand Hyatt at SFO Hotel. SFO extended the Blue Line AirTrain from the Rental Car Center to the Lot DD Long-Term Parking Structure. This project included two new AirTrain stations (one at Lot DD and one at the new on-Airport hotel) and system upgrades.

##### Resorts World Las Vegas – New Construction Hotel, Casino & Resort \$4.3B

Performed Change Order review and negotiations for structural and miscellaneous steel. The hotel towers are 59 stories, with 3,500 rooms and suites, 117,000 sq ft casino, night club, pool, 5,000 seat theatre along with other amenities.

#### CONTACT

(415) 656-3246  
mburke@mckinc.net

#### EDUCATION

Bachelor of Engineering (B.E.),  
Construction Management Minor  
in Business Administration  
California State University  
Sacramento

#### SOFTWARE

Fabrol, Microsoft, Blue Beam

#### PROFESSIONAL ACCOMPLISHMENTS

Full paperless take-offs and  
estimating through Blue Beam

Promoted from Estimator to  
Senior Estimator within 2 years

High-scoring reviews from clients  
and direct manager every year of  
career

#### REFERENCES

Robert Moretti  
Ph: 510-567-2217  
E: rmoretti@olsonsteel.com

Avel Solomon  
Ph: 510-567-2200  
E: asolomon@olsonsteel.com



## ADDITIONAL ESTIMATING PROJECTS

- 120 Stockton Temp Shoring - \$5M Temp Structural Steel for Retrofit
- Google Bay View – \$20M Clearstory & other Misc. Metals
- Sales Force Tower – \$16M Misc. Metals & Metal Stairs
- UC Davis Shrem MOA – \$3.5M Structural Steel
- Oakland Airport International Terminal IAB - \$2.9M Retrofit
- VTA Bart Milpitas/Berryessa - \$8M Structural Steel
- Oakland Airport M102 - \$7.2M Structural Steel (New Const.) & Retrofit

## COMPANY EXPERIENCE

### **BEI Steel, San Francisco, CA**

Served as Project Manager and Estimator for structural, miscellaneous steel, shoring, hoisting support and stairs. Responsibilities include detailing and shop drawing procurement and coordination. Field coordination, development of RFIs and resolution of constraints to keep the jobs moving. Material procurement and coordination of delivery to site. Change order development and negotiations. In addition to providing scheduling, value engineering, detailed estimates, contract development and bids for subcontracts.

### **Olson Steel, San Leandro, CA**

Served as Senior Cost Estimator for structural steel, miscellaneous metals and metal stairs projects. Responsibilities include development of project cost turnover process and miscellaneous metals scopes, retrofits and seismic upgrades, job walks, material procurement, shop and field labor take offs, writing RFI's and communication with general contractor, understanding of bid documents and contract. Performs document control, ability to read and understand drawings, detailed change order pricing, detailed scope reviews, letter writing and specialty buyouts.

### **Central Coast Fabricators, San Luis Obispo, CA**

Served as Estimating Consultant from September 2009 through December 2009. Responsibilities included telecommuting from home by remote login and performing material and shop labor take offs.

### **Ghilotti Brothers Inc., San Rafael, CA**

Served as Estimating Intern from June 2009 through September 2009 performing quantity take-offs using Agtek and Excel, specialty product pricing, file management and organization, performing bid runs, assisting in estimating using Hard Dollar.

### **Abraham Steel, San Luis Obispo, CA**

Served as Estimator from April 2006 through June 2008. Responsibilities included purchasing all job material, shop and field supplies, scheduling all equipment and trucking needs. Worked with Contractors and Vendors on jobs and orders. Performed project management support processing transmittals, submittals, RFI's, 20-Day Pre Lien Notices, maintaining drawing logs, RFI logs, bidding and estimating duties, material take-offs and shop labor take-offs.

**CONTACT**

(415) 656-3246  
fdowney@mckinc.net

**EDUCATION**

B.S. Construction  
Arizona State University

**ORGANIZATIONS**

A.S.P.E (American Society of  
Professional Estimators)

**SKILLS**

Military, Commercial,  
Retail, Casino, Hospitality,  
Multi-Family Residential,  
School and Universities, Public and  
Private Sectors Entertainment,  
Sports, Recreation, Parks,  
Water/Wastewater,  
Heavy Civil and Industrial,  
Excavations,  
Land Development, Facilities,  
Commercial, Retail and  
Transportation Projects

# FRANK DOWNEY

## Estimator

**SUMMARY**

With more than four decades of construction experience, Frank Downey brings his skills, knowledge and accomplishments in military, commercial, retail, casino, hospitality, multi-family residential, school and university construction. The foundation of his career is a degree in Construction Management from Arizona State University coupled with eight years of part time and summer work as a carpenter and cabinetmaker. After college, Frank worked as a Project Engineer, Project Manager, Estimator, Chief Estimator and as Operations Manager for a variety of general contractors on the East Coast and in Southern California. After 32 years in the general contracting industry, in 2002, Frank branched out from general contracting and began to expand his experience into consulting to the construction and real estate industries. In the nearly 15 years since, Frank has worked on projects ranging in value from tens of thousands to hundreds of millions of dollars. Frank is well known as an innovator and project leader. He is a skilled consensus builder and problem solver. His project leadership skills have been effective in all project phases from initial programming through final move in.

**EXPERIENCE****900 Innes Park and India Basin Waterfront Park, San Francisco, CA**

Currently serving as Senior Cost Estimator on a project that combines the existing India Basin Shoreline Park area and 900 Innes property into one grand 10-acre waterfront park development that closes a critical gap in the San Francisco Bay Trail. The property is also the mid-point of the one and a half-mile-long India Basin shoreline, which is comprised of seven properties totaling 64 acres, six of seven of which are in some stage of development.

**San Francisco Recreation & Parks Various Projects - San Francisco, CA**

Provided preconstruction estimates for Lake Merced Dock Project, St. Mary's Excelsior Park Playground and several other projects under our San Francisco Recreation and Park Department As-Needed cost estimating services contract.

**City of Foster City Levee Improvements Project, Foster City, CA**

Currently providing cost estimating services for the City of Foster City Levee Improvements Project. Construction began in 2020 and will raise the levee two feet higher than mandated by FEMA as well as redevelop the widening of the levee Bay Trail. It will also include the construction of two bridges to increase tidal circulation.

**SFMTA Central Subway Tunnel Project - San Francisco, CA**

Currently serving as Senior Estimator for the MUNI's Central Subway Project. MCK is teamed with AECOM to provide Construction Management for this transportation project that consists of tunnel and substations construction. The Central Subway Tunnel project is the second phase of the Third Street Rail Project in San Francisco, which will link neighborhoods in the southeastern part of the city with retail and employment centers downtown.

**GENERAL COST ESTIMATING EXPERIENCE****PARKS & RECREATION**

- Excelsior Park, San Francisco for SFRPD
- Precita Park, San Francisco for SFRPD

- Lake Merced Dock Rehabilitation for SFRPD
- San Diego Padres Petco Park, TI Program
- Visalia Rawhide Baseball, Facilities

#### **AIRPORTS**

- San Diego Municipal Airport, SD Transit Authority
- San Francisco International Airport
- Baltimore Washington International Airport

#### **ENTERTAINMENT/HOSPITALITY - SITEWORK AND BUILDINGS**

- Pechanga Hotel and Casino
- San Manuel Casino & Hotel
- Hilton Hawaiian Village
- Hilton Hale Koa Resort
- Marriott Maui Ocean Club

#### **RAIL**

- SFMTA Central Subway Project

#### **PUBLIC INFRASTRUCTURE**

- Harding Park Parking Facility, SFRPD
- Department of the Marines, Camp Pendleton, various projects
- Department of the Navy, San Diego, various projects
- Levee Project, Foster City

#### **EDUCATIONAL – SITEWORK AND BUILDINGS**

- Grossmont Community College Program, San Diego, various projects
- Miramar Community College, various projects
- Sweetwater Union High School District, various projects
- San Diego Union High School District
- Marin Community College District
- Pacific Rim School - Site Development, Classrooms, Gymnasium, Sports Fields
- Army Navy Academy - New Gymnasium and Sports Fields

#### **Fairlead LLC 2016 - Present**

Principal and Director – Project & Program Management

Oversee all construction management and construction consulting services performed by company including estimating, pre-construction consulting, project management, cost management, troubleshooting, lender services and other construction management services.

#### **Xpera CM 2015-2016**

Senior Project Manager responsible for problem solving and utilizing his experience in the general contracting business to help a medium sized general contractor complete a wide variety of troubled projects. Served as Senior Project Manager for a new 120 unit mixed use apartment project helping the client to get the budget under control and reducing the overall project cost by approximately 12%.

#### **Downey Group 2009- Present**

Principal that founded and manages this multi-faceted construction management company. Downey Group provides a wide range of services from Agency Construction Management for private and charter schools, to capital expenditure management for a large high-tech manufacturing company

#### **Swinerton Management & Consulting 2005-2009**

Manager of Preconstruction Services of the San Diego management consulting division of a one billion dollar per year construction firm headquartered in San Francisco. Instrumental in expanding the service offerings and increasing the client base and revenues for the management/consulting division.



## MARC BIDDLE

### Estimator



#### SUMMARY

Mr. Biddle is a results-oriented construction professional with a proven track record of success in the hospitality, gaming and vertical construction industry. He has over 30 years of experience in all aspects of Construction Management, General Contracting, and Subcontracting. Able to facilitate a team approach with Architects, Engineers, Developers and Contractors to achieve results. Areas of expertise in Preconstruction, Contract Negotiation, Cost Control, Value Engineering and Construction Pricing. Experienced with CM/GC, Design Build and other delivery Methods in a Contractor, Owner Representative and Construction Manager. Mr. Biddle is experienced with billing, contract execution, specifications conformance and compliance, CPM scheduling, shop drawing process and procurement, design standards, building codes, LEED, and safety compliance. He has worked across multiple project scopes including aviation, rail, water, wastewater, parks, buildings and more. Marc is a Vice President at MCK and heads up the company's Cost Estimating Division. He is responsible for staffing for cost estimating projects, hiring, and overseeing strategic business development efforts.

#### EXPERIENCE

##### **Francisco Park, Francisco Park Conservancy, San Francisco, CA**

Serving as Cost Estimator for this 4.3-acre, \$27.5 million park being developed by the Francisco Park Conservancy using 100% donated funds under a Public-Private Partnership (PPP). The park will be gifted to San Rec & Park upon completion. The park will include a convenience building, community garden, elevated walkway, children's playground, dog park and a historical interpretive signage program per CEQA.

##### **San Francisco Recreation & Parks Various Projects - San Francisco, CA**

Provided preconstruction estimates for Lake Merced Dock Project, St. Mary's Excelsior Park Playground and several other projects under our San Francisco Recreation and Park Department As-Needed cost estimating services contract.

#### OTHER PARKS & RECREATION

- Alta Vista Park, San Francisco for SFRPD
- Excelsior Park, San Francisco for SFRPD
- Precita Park, San Francisco for SFRPD
- Lake Merced Dock Rehabilitation for SFRPD
- India Basin Shoreline Park, Bayview, San Francisco
- Dolores Park Upgrades, San Francisco

##### **California High Speed Rail Fresno, CA**

Currently providing the Cost Estimating to the California High-Speed Rail Authority for this \$3.7B project. The team, overseen by Marc is currently working on the Merced to Fresno section of the planned 800-mile system, which is roughly 65 miles long through the northern San Joaquin Valley, with portions along and adjacent to the existing UPRR and BNSF tracks.

##### **SFMTA Central Subway Tunnel Project San Francisco, CA**

Currently serving as Senior Lead Cost Estimator for the MUNI's Central Subway Project. MCK is teamed with AECOM to provide Construction Management for this

#### CONTACT

(415) 656-3246  
mbiddle@mckinc.net

#### EDUCATION

Bachelor of Science Construction  
Management California  
Polytechnic State University, San  
Luis Obispo

#### SOFTWARE

Blue Beam, Oracle Unifier, Heavy  
Bid, Microsoft Office

#### SKILLS

100% SD, 100% CD, 50% CD  
and 100% CD

#### REFERENCES

Rick Thall  
Ph: 650-821-7878  
E: rick.thall@flysfo.com

Joe Magnello, AIA, DBIA, LEED AP  
BD+C  
Project Manager  
Ph: 443-722-1184  
Em: joe@latitude18designs.com

transportation project that consists tunnel and substations construction. The Central Subway Tunnel project is the second phase of the Third Street Rail Project in San Francisco, which will link neighborhoods in the southeastern part of the city with retail and employment centers downtown.

#### **City of Foster City Levee Improvements Project**

Currently providing cost estimating services for City of Foster City Levee Project. Project construction began in 2020 and will raise the levee two feet higher than mandated by FEMA as well as redevelop the widening of the levee Bay Trail. It will also include the construction of two bridges to increase tidal circulation. Marc provided pre bid estimates and is continuing to provide estimates when needed during project duration.

#### **San Francisco Public Utilities Commission Bay Corridor Transmission and Distribution (BCTD) Project, Phase I**

Served as Cost Estimator and Office Engineer to the San Francisco Public Utilities Commission (SFPUC) reporting directly to the Resident Engineer for the Design-Build project which consists of design and construction services for the BCTD – Phase 1 located in San Francisco, CA. This project requires design, engineering, permitting, procurement of labor, materials procurement, construction, delivery, installation, and testing of new underground electrical utilities, underground wastewater pipeline replacement and rehabilitation, and roadway and sidewalk re-paving, upgrade and restoration. Construction scope consists of all work associated with installing the electrical duct banks, cables/conductors, sewer force main, gravity sewer pipe, cured-in-place sewer pipeline liner, water distribution pipe, and all associated appurtenances in San Francisco and required restoration and improvements to public rights-of-way in accordance with San Francisco Public Works regulations and City Ordinances.

#### **San Francisco International Airport – Terminal 3 West Modernization (\$800 Million)**

Provided Cost Estimating services to the San Francisco International Airport (SFO) for this modernization project that will renovate and expand Terminal 3 West, provide 7 for 5 gates at BAF with 7 new PBBs, include international swing gates with sterile connection ITB CBP facility, enhance concession offerings and SFO is striving to achieve Net Zero Ready, LEED Gold certification.

#### **San Francisco International Airport, PMSS for the Airport Hotel Program & Roadway Project (\$237M)**

Served as Construction Manager in the PGH/MCK 64/40 joint venture for the hotel project and Project Advisor for The Airport Hotel Program. This \$237 Million, Four/Five Star Grand Hyatt Hotel is located at San Francisco International Airport (SFO) and consists of 351 rooms. The state-of-the-art hotel will be accessible by Air Train and be located near the International Terminal. MCK is providing the construction manager, cost estimators, scheduler and inspectors for the project.

#### **City and County of San Francisco Airport Commission, San Francisco International Airport, Consolidated Administration Campus (CAC) Phase I, San Francisco, CA (\$83 Million)**

Served as Construction Manager to the San Francisco International Airport for the design and construction of the \$83 Million, 4 story, 140,000 SF Consolidated Administration Campus building which will house several departments of SFO in a LEED Gold, Net Zero energy facility. Scheduled completion is 2018.

Cost estimating services included ductbanks, water and sewer services and other off-site and on-site infrastructure.

#### **Matrix Services/San Luis Tank, Paso Robles, CA**

Served as Cost Estimator and competitively bid as design-build contractor for water storage tanks and thermal energy storage tanks with contract size up to \$3million for public agencies and private developers. Created preliminary design of tank and foundation, received quotes by subcontractors, and performed labor and material take off.

### **GENERAL COST ESTIMATING EXPERIENCE SUMMARY**

#### **RAIL**

- AirTrain Reconstruction Project
- SFMTA Central Subway
- California High Speed Rail

#### **AVIATION**

- Terminal 3 West Modernization at SFO
- Roadway Realignment Project at SFO
- Grand Hyatt Hotel at SFO



## MARK SHEPHERD, AIA

### Inspector



#### SUMMARY

Mr. Shepherd has over 30 years of industry experience. He served as lead inspector on the Transbay Terminal in downtown San Francisco and has served as an Assistant Project Manager / Project Engineer on projects up to \$370 million in public work and health care. As an Assistant Project Manager and Project Engineer, he was responsible for contract administration including pre-construction design review, processing, and approving of owner progress billings, subcontractor invoices and change orders. Other responsibilities included producing corporate monthly reports, subcontractor coordination, submittal review, resolution of RFI's with the design team, and tracking information for LEED accreditation. Project managers and superintendents have entrusted him to define, analyze, and work with designers and subcontractors in a team approach to resolve design and field issues. Colleagues have sought out his input on design and field issues. As a Superintendent he was responsible for coordination and scheduling of subcontractor work on three projects.

#### EXPERIENCE

##### **Woodland Park Zoo Tropical Rain Forest Exhibit in Seattle, Washington**

Served as Project Engineer. Organized & coordinated field level project administration for the \$4.5 million Woodland Park Zoo Tropical Rain Forest Exhibit in Seattle, Washington. The project was named the most difficult project of the year by the Seattle chapter of the AGC. The project also received the American Association of Zoological Parks and Aquariums Prestigious Exhibit Achievement Award

##### **SFMTA Central Subway Tunnel Project San Francisco, CA (\$1.89 B)**

Currently serving as Senior Inspector for the MUNI's Central Subway Project. MCK is teamed with AECOM to provide Construction Management for this transportation project that consists of tunnel and substations construction. The Central Subway Tunnel project is the second phase of the Third Street Rail Project in San Francisco, which will link neighborhoods in the southeastern part of the city with retail and employment centers downtown.

##### **San Francisco International Airport, Plot 2 Aircraft Parking Reconfiguration and S. McDonnell Road Realignment Project (\$50M)**

Served as QA/QC Inspector to the City and County of San Francisco International Airport (SFO) on the Plot 2 Aircraft Parking Reconfiguration and S. McDonnell Road Realignment project. The Project realigned a segment of South McDonnell Road westward (landside project) to capture additional Air Operations Area (AOA) space (airside project) to allow for larger aircraft parking at two existing terminal gates and provided additional remote aircraft parking spaces.

##### **San Francisco International Airport, PM Support Services Airport Hotel Program (\$237M)**

Served as QA/QC Inspector to the City and County of San Francisco International Airport (SFO), Project Management Support Services for The Airport Hotel Program. This \$237 Million, Four/Five Star Grand Hyatt Hotel is located at San Francisco International Airport (SFO) and consists of 351 rooms. The state-of-the-art hotel is accessible by Air Train and located near the International Terminal.

#### CONTACT

(415) 656-3246  
mshepherd@mckinc.net

#### EDUCATION

B.S. Building Construction,  
University of Washington,  
Concentrated Course in  
Construction Contracts, Federal  
Publications, Inc.,  
Pepperdine University, School of  
Law, Construction Opportunities  
and Risks, Seattle Chapter AGC

#### CERTIFICATIONS

US Army Corps of Engineers  
Construction Quality Management  
for Quality  
Licensed Architect State of CA

#### SKILLS

Contract Administration, Including  
Budget Controls, Negotiation and  
Inspection

#### REFERENCES

Rick Thall  
Ph: 650-821-7878  
E: rick.thall@flsfo.com

Jim Chiu  
Ph: 650-821-7741  
E: jim.chiu@flsfo.com

### **San Francisco International Airport, Consolidated Administration Campus (CAC) Phase I, San Francisco, CA (\$84M)**

Served as QA/QC Inspector to the San Francisco International Airport for this project which consisted of design and construction of a 140,000 SF Consolidated Administration Campus building which houses Design & Construction, Planning, ITT and Museum staff in a LEED Gold, Net Zero energy facility. The Consolidated Administration Campus (CAC) includes new facilities for nine divisions within the SFO organization by accommodating administrative and technical departments into a new standalone campus with easy access to landside, terminal, and airside activities. The campus allows employees to work in an efficient, effective, and sustainable environment. The Campus will be constructed in phases with the overall scope and schedule contingent on funding approvals.

### **San Francisco Transbay Terminal, San Francisco, CA (\$5B)**

Provided Field Engineering and Inspection services to the Transbay Joint Powers Authority on the \$5 billion Transbay Terminal project. Duties included providing daily inspection, night shift inspector/field engineer overseeing and monitoring the progress of shoring and foundations, substructure, superstructure, core and shell, enclosure, and waterproofing and MEP rough-in. Responsible for issuing nightly progress reports and field condition reports for noncompliant work.

### **Laguna Honda Hospital Replacement Project**

Project Engineer for \$370 Million Laguna Honda Hospital Replacement Project, Awarded LEED Silver Certificate and is the first LEED Certified Hospital in California. Resolved numerous field/design issues, helped complete design elements with the Architect and compiled recycled material reports for LEED certification.

### **Bomb Detection Equipment Installation for TSA at the Sacramento International Airport**

Superintendent for the Bomb Detection Equipment Installation for TSA at the Sacramento International Airport. The original 90 plus day schedule was compressed to 35 days to successfully meet the mandated completion date (\$5M)

### **Peninsula Hospital and the Mills Health Center**

Served as Assistant Project Manager and responsible for contract administration of multiple projects for the \$52 million renovation of Peninsula Hospital and the Mills Health Center. Worked closely with the owner and architect on resolution of numerous design issues. Projects included a New In-Patient Laboratory & Information Service office (\$626,000), New Chiller & Cooling Tower (\$1.1M), Fire Sprinkler & Medical Air/Gas upgrades (\$668,000), New Emergency Department & Radiology Waiting Room (\$2.1M). Worked with the subcontractor and structural engineer to value engineer from cast in place to shotcrete design for this six-story seismic upgrade and partial tenant improvement project valued at \$4.3 million. Worked closely with the hospital staff in resolving equipment layout and design issues for the 19 patient Renal Dialysis Center valued at \$2.2 million.

### **Solano County Justice Center Project**

Served as Project Engineer. Developed, implemented, and administered the quality control program for the \$35 million Solano County Justice Center Project. Project included two 5 story cell towers and a 2-story court room additions. Responsible for the review and acceptance of materials and workmanship by all trades. Tracked and posted over 1,300 RFI's and tracked the punch list.

### **Central Contra Costa Transit Authority project**

Served as Project Engineer. Organized and coordinated the field level administration for the \$8 million Central Contra Costa Transit Authority project. Documented a successful delay claim against the owner. Planned, coordinated, and directed the field work for the \$625,000 Central Contra Costa Sanitary District seismic upgrade

### **ADDITIONAL PROJECTS**

Children's Hospital Oakland

Project Engineer for ALZA Pharmaceutical upgrades

Construction Manager for San Quentin State Prison Administration upgrades

Post-Partum Nursery for Folsom Mercy Hospital

NPC2 Seismic anchorage program for St. Luke's Hospital

Northridge Fashion Center Earthquake Repair Project

Sherman Oaks Lutheran and Canoga Park Lutheran Churches Earthquake Repair Project



# MATTHEW WHITE

## Scheduler



### SUMMARY

Mr. White has over 16 years of experience providing project controls, schedule management, dispute resolution and claims support to contractors, owners, architects, engineers, and surety companies on over 100 domestic and international projects including a wide array of litigation involving mediation and arbitration. Mr. White has performed and led teams tasked with scheduling and claims evaluation including delay analysis for projects associated with the construction of airports, highways, schools, correctional facilities, water treatment facilities, power plants, fiber networks, oil refineries, and medical facilities in countries such as the Philippines, Brazil, Egypt, Indonesia, Venezuela, and United Arab Emirates.

### CONTACT

(415) 656-3246  
mwhite@mckinc.net

### EDUCATION

University of California, Davis  
BS: Civil Engineering, 1998

### CERTIFICATIONS

Engineer in Training (EIT), 1997  
Management Professional (PMP),  
2005

### SKILLS

Primavera (P3 & P6), Suretrack,  
Microsoft Project, Expedition,  
Prolog, Contract Management,  
CMIS, Microsoft Office, SAP

### REFERENCES

Rick Thall  
Ph: 650-821-7878  
E: rick.thall@flysfo.com

Robert Fill  
Ph 916-912-4796  
E: rfill@geiconsultants.com

Steven Kyauk  
Ph: 415-566-0800  
E: skyauk@pghwong.com

Sarah Garcia  
Ph: 650-821-9410  
E: sarah.garcia@flysfo.com

### EXPERIENCE

#### El Dorado Irrigation District, Forebay Dam Modification (\$20M)

Currently providing scheduling services to the El Dorado Irrigation District for the Forebay Dam Modification Project since 2017. The project's primary improvements will be to construct an earthen stability buttress on the downstream face that will both strengthen the dam and increase its water storage capacity. The project is scheduled to complete at the end of 2019.

#### City and County of San Francisco Public Utilities Commission San Antonio Backup Pipeline (\$35M)

Project included a chemical facility, discharge structure, cutoff wall, dewatering pumping system, and installing 6,600 feet of 66-inch diameter welded steel pipe. Responsible for baseline and monthly schedule update reviews in Primavera (P6) as well as incorporating the project schedules into a program wide P6 database.

#### Santa Clara Valley Water District, San Francisquito Creek Flood Reduction, Ecosystem Restoration, and Recreation Project, (Palo Alto, CA)

Served as Senior Scheduler for this \$2.5M project that involves the construction of a setback levee within City of Palo Alto Golf Course and Baylands Athletic Center and removing the existing levee on the south side of the creek. Responsible for monthly schedule update reviews in Primavera (P6) as well as incorporating the project schedules into the program wide P6 database.

#### City and County of San Francisco Public Utilities Commission Alameda Siphon No. 4 (\$40M)

This project includes a 66-inch diameter steel pipeline, 96-inch diameter blending structure and install new isolation/throttling valves on Alameda Siphons 1,2, 3 and 4 as well as construct ventilation improvements at Alameda East Portal and chemical injection facilities on Siphon 4. Responsible for monthly schedule update reviews in Primavera (P6) as well as incorporating the project schedules into a program wide P6 database.



### **City and County of San Francisco Public Utilities Commission Sunol Valley Water Treatment Plant (\$100M)**

This was a project to construct a 40 million gallon per day sedimentation and flocculation basin, modify an existing flow distribution structure, upgrade existing filters and construct a new 17.5-million-gallon treated water reservoir. Responsible for baseline and monthly schedule update reviews in Primavera (P6) as well as incorporating the project schedules into a program wide P6 database.

### **City and County of San Francisco Public Utilities Commission San Antonio Pump Station (\$10M)**

Upgraded the existing San Antonio Pump Station. Responsible for monthly schedule update reviews in Primavera (P6) as well as incorporating the project schedules into the program wide P6 database.

### **South San Francisco Public Works Wet Weather Program**

The project included upgrades to the San Mateo Pump Station, as well as new construction of the Shaw Road Pump Station, the 36 inch Lowrie Force Main, the 42 inch Shaw Road Force Main, an Effluent Storage Pond and Pump Station, a Vactor Unloading Station, Influent Pumps, and Gravity Sewer Mains. Analyzed delays to the project using Primavera (P3) schedules and other project documentation.

### **Washington Group Aswan Cities Wastewater Treatment and Sewer System**

Provided support to a Contractor upgrading water and wastewater services to a region of Egypt. Analyzed schedule impacts to Force Mains, Gravity Sewers, Stabilization Ponds, and Wastewater Treatment Facilities using Primavera (P3) software. Participated in an International Arbitration that required the preparation of a Scott Schedule and numerous meetings between opposing expert witnesses.

### **East Bay Municipal Utility District Water Supply Expansion Project**

Provided support to an Owner constructing a new water transmission pipeline. Analyzed delays to the project and reviewed project documentation.

### **City and County of San Francisco Public Utilities Commission, Harry Tracy Water Treatment Plant (\$200M)**

This project included a new 11 MG treated water tank reservoir, 5 new filters, 2 new washwater tanks, convert washwater clarifiers to equalization basins, and install new high-rate clarifiers all constructed while the plant was operating. Responsible for monthly schedule update reviews in Primavera (P6) as well as incorporating the project schedules into the program wide P6 database.

### **California Department of Water Resources Tehachapi East Afterbay**

Provided support to an Owner constructing a new turnout structure, bypass conduit, stilling basin, control building, and transition structure. Analyzed contractor alleged delays.

### **California Department of Transportation**

#### **Various Highway and Bridge Projects**

Assisted and trained Resident Engineers in analyzing Baseline schedules as well as monthly schedule updates prepared in Primavera (P3) and SureTrak. Analyzed claims submitted by contractors, performed schedule analyses quantifying delays, and determined the responsibility of those delays. Prepared Dispute Review Board presentations.

### **Nevada Department of Transportation**

#### **I-580 Freeway Extension (\$600M)**

From Mt. Rose Highway in south Reno to the Bowers Mansion area north of Carson City. \$600 Million, 8.5 mile, 6 lane, two interchanges, 9 bridges, including the Galena Creek Bridge: a 698 foot arch, 1719 foot structure, longest of its kind in the U.S. Responsible for analyzing Primavera (P3) monthly schedule updates, providing weekly schedule status from lookahead schedules and daily reports, analyzing time impact analyses submitted in Primavera by the contractor, negotiating time extensions for change orders, analyzing time related costs and loss of productivity costs for change orders, and providing recommendations for resequencing mitigation by analyzing the critical path.

### **Nevada Department of Transportation, I-80 Robb Dr. to Vista Blvd. Design-Build (\$80M)**

An \$80 Million, 10 mile improvement to Highway 80 through downtown Reno. Responsible for analyzing Primavera (P6) monthly schedule updates and providing weekly schedule status from lookahead schedules and daily reports.



# FERNANDA M. MIRANDA

## Document Controls



### SUMMARY

Ms. Miranda has 17 years of industry experience. Her experience includes assisting Project Managers and Construction Managers with maintaining project budget, overseeing and fully expediting contracts and interacting with field personnel on the construction site. Communicating and coordinating construction schedule activities with owners, subcontractors, and inspectors, quality control and safety. Managing and maintaining drawings files and ensuring red line drawings are kept up to date. Her projects include construction of Class A Office Building and a wide array of Federal projects with the Department of the Navy and United States Army Corps of Engineers and Public projects with multiple City Agencies.

### EXPERIENCE

#### **Orange County Great Park Corporation; City of Irvine Controls Manager Irvine, CA (\$23M)**

Served as a Document Controls Specialist for the Construction Management team at the Orange County Great Park / City of Irvine. Projects included: South Lawn and Timeline West, Visitor Center Pavilion, Community Garden, Farm & Food Lab Enhancements, Phase 2: Parking Lot Extension, and Timeline Central Pavement Repair projects. Duties included setting up and implementing Construction Management software, document control, permit processing, drawings and specification updates, processing pay recommendations, RFI and submittal processing, financial projections, preparing construction progress updates for the Owner's Executive team, orchestrating site tours, assisting the design team where needed, and managing intern program. Office Management duties included client billings, request for proposal preparation, coordinating office maintenance, support office personnel, customer service, business development, marketing, and human resources responsibilities.

#### **MCK Americas Inc., San Francisco, CA**

#### **Contracts Manager, SF City Partner & Timelive Administrator & HR Administrator**

Currently serving in a multi-faceted role for MCK. Responsibilities include managing the multiple as needed contracts with the SFPUC and SFPW contracts from inception to final payment i.e., submitting task order proposals, issuing subcontracts to vendors, ensuring that all monthly payments are submitted and tracked into SF City Partner and that Timelive approvals match monthly billings, process exception reports, manage each task order budget and work with SFPUC and SFPW to ensure close out of each task order so that remaining funds return to the prime agreements. Additionally, serves as contract manager for additional contracts within the company, processes monthly billings, ensures that payments are received in a timely manner and provides monthly billing updates to upper management. Serves as the approver in Timelive for MCK. Handles company insurance requests for each project. On occasion performs business development activities for the company by attending functions and maintaining relationships. Assists upper management in strategizing and assembling teams for pursuing future work. Assists in proposal writing and assembly. Serves as HR contact for all employees Presently training Contract Managers within the company. .

### CONTACT

(415) 656-3246  
fmiranda@mckinc.net

### EDUCATION

Long Beach Community College  
Business Administration Courses

### CERTIFICATIONS

AGC of America U.S.A.C.E  
Construction Quality Management  
for Contractors

OSHA Construction Safety &  
Health A-B-CPR & First Aid Training  
ESI International Operating  
Practices in Contract  
Administration

ESI International Federal  
Contracting Basics

CA Notary Republic, Commission  
No. 2289788, May 2023

### SKILLS

Construction Management  
Software: ProCore / Contract  
Manager / Timberline / DTS  
(Document Tracking System),  
Primavera Unifier

### REFERENCES

Karen Watson  
Ph: 415-551-4545  
E: kwatson@swater.org

Mario Valdez  
Ph: 415-554-3464  
E: mvaldez@swater.org

**San Francisco Public Utilities Commission, San Francisco, CA Records Inventory Management for the Wastewater South East Pollution Project San Francisco, CA**

Served as Records Technician for the San Francisco Public Utilities Department. Functioned under the supervision of the Water/Wastewater division, managed the identification, inventory, cataloging, and transferring of records for an initial estimate of 2,000 standard boxes of records stored at an SFPUC warehouse. The condition, quantity, and contents of the boxes were unknown at the time of assignment. Identified records relevant to current or pending litigation cases. Identified non-records eligible for destruction under SFPUC retention policy and schedule. Created high-level, basic inventory of records that must be retained, and transferred to off-site storage. Re-boxed all records if they were to be retained.

**San Francisco Public Utilities Commission, San Francisco, CA Bay Corridor Transmission and Distribution (BCTD) Project, Phase I San Francisco, CA (\$18 M)**

Served as Office Engineer for this Design-Build project which consisted of design and construction services for the BCTD – Phase 1 located in San Francisco, CA. This project required design, engineering, permitting, procurement of labor, materials procurement, construction, delivery, installation, and testing of new underground electrical utilities, underground wastewater pipeline replacement and rehabilitation, roadway and sidewalk re-paving, upgrade and restoration. Design scope consisted of two main elements: (1) electrical duct banks, cables, conductors and (2) sewer force mains, gravity sewer pipe, cured-in-place sewer pipeline liner, water distribution and appurtenances, roadway and sidewalk improvements in public rights-of-way. Construction scope consisted of all work associated with installing the electrical duct banks, cables/conductors, sewer force main, gravity sewer pipe, cured-in-place sewer pipeline liner, water distribution pipe, and all associated appurtenances in San Francisco and required restoration and improvements to public rights-of-way in accordance with San Francisco Public Works regulations and City Ordinances. Electrical work consisted of installing approximately 0.6 miles of underground duct bank and associated appurtenances. Responsibilities included setting up and implementing Primavera Unifier, document control, drawings and specification updates, RFI and submittal processing, and assisting the design team where needed. Office Management duties included: coordinating office maintenance, support of office personnel, and customer service duties.

**gkkworks San Diego, CA Project Coordinator**

Served as Contract Manager for Government contracting with duties including overseeing and fully expediting contracts for Government construction projects, assisting with bidding under Dry Utilities MACC (Multiple Award Construction Contract). Assisted field personnel at different jobsites, functioning as Project Engineer and Alternate QC Manager. Responsibilities included submittal processing, RFI processing, QC plan assembly and review, safety plan assembly and review, reviewing and maintaining production and quality control reports, facilitating procurement where necessary, processing subcontractor invoicing, generating contracts and reviewing insurance certificates. Reviewed subcontractor qualifications and assisted with assembling prequalification packages. Interacted closely with Risk Management to resolve contractual issues and maintained insurance on subcontractors throughout build out process. Responsible for creating all project binders' such as: Request for Information (RFI's), Submittals, Preparatory Meetings, Initial Meetings, Daily Reports, and Subcontractor Contracts and Change Orders. Orchestrated administrative plans such as Quality Control Plans and Safety Plans. Ensured that preliminary information got transmitted to all Subcontractors'. Assisted with close out process of each project. Customer service skills are a must in this position, taking into consideration all of the milestones that one faces on accelerated construction projects. Additional responsibilities included knowledge of billing protocol, knowledge of all office equipment, filing, faxing and photocopying. Some projects included the following:

**Navy Projects:** Meter Reading Installation at Marine Corps Recruit Depot, San Diego, CA (2012), Electrical Panel Board Installation at Naval Medical Center, San Diego, CA (2011), Photovoltaic Installation at Marine Corps Air Ground Combat Center, 29 Palms, CA (2011), Photovoltaic Installation Naval Air Weapons Station at China Lake, CA (2011), Area 53 North at Marine Corps Base Camp Pendleton (2011), Photovoltaic Installation at Marine Corps Recruit Depot, San Diego, CA (2011), Intersection Lighting at Naval Base North Island, San Diego, CA (2011)

**NASA Projects:** Feed Water and De-Aerator Tank, NASA Ames Research Center, Moffett Field, CA (Design), Restoration Electrical Distribution System Phase 8, Work Plan No. 1, NASA Ames Research Center, Moffett Field, CA



**Adam Lake**  
*Special Inspector*

Adam Lake has over 17 years of experience within the construction industry. Mr. Lake offers a wide-ranging expertise in testing and inspections, with a proven-track record of quality service and follow-through, he has been with MatriScope Engineering Laboratories for more than 10 years. Adam is adept at detecting, assessing, and locating faulty materials and workmanship, and determining the stage of construction during which defects are most easily found and remedied. His responsibilities

include identification of project scope related to testing and inspection requirements, development of quality assurance tracking and administration procedures (both written and database applications), oversight of day-to-day inspection requests, management of noncompliance tracking and resolution and providing effective written and verbal communication to the project team. Adam is an asset to any team due to his extensive knowledge base, his work ethic and acute attention to detail, as well as his ability to effectively interact in any mix.

## **EDUCATION:**

American Welding Society Certified Welding Inspector

International Code Council Certifications for:

- Structural Welding Special Inspector
- Structural Steel and Bolting Special Inspector
- Structural masonry Special Inspector
- Spray Applied Fireproofing Special Inspector
- Commercial Combination Inspector
- Commercial Building Inspector
- Commercial Electrical Inspector
- Commercial Plumbing Inspector
- Commercial Mechanical Inspector

ACI Concrete Field-Testing Technician – Grade I

## **PROFESSIONAL CREDENTIALS, LICENSING, CERTIFICATIONS:**

ACI Field Testing Technician 1, #01183879  
AWS Certified Welding Inspector, #05120031  
ICC - Commercial Building, #5310029  
ICC - Commercial Combination, #05310029  
ICC - Commercial Electrical, #5310029  
ICC - Commercial Mechanical, #5310029  
ICC - Commercial Plumbing, #5310029  
ICC - Reinforced Concrete, #5310029  
ICC - Spray-applied Fireproofing, #5310029  
ICC - Structural Masonry, #5310029  
ICC - Structural Steel & Bolting, #5310029  
ICC - Structural Welding, #5310029

## **RELEVANT PROJECT EXPERIENCE**

### ***Martial Cottle Park Improvements***

San Jose, CA

Adam Lake performed special inspections related to cast-in-place concrete, structural steel testing, and quality control management on the Martial Cottle Park improvements project. The project included creation of a visitors' center, picnic areas, historical farming exhibitions and the leasing of some of the land for farming, as well as a preserved Victorian house where the donor had lived.

### ***CA DPR California Indian Heritage Center***

Sacramento, CA

Adam Lake performed special inspections related to cast-in-place concrete, welding, and structural steel testing on the CA DPR Indian Heritage Center project. Adam Lake was responsible for quality control management on the 51-acre site, located at the confluence of the American and Sacramento Rivers.

### ***Portuguese American Veterans Memorial Benches***

Sacramento, CA

Adam Lake performed special inspections related to welding, and structural steel testing on the Portuguese American Veterans Memorial Benches, which was part of a great Department of General Services improvements projects at the California State Capitol grounds.

### ***City Of San Jose On-Call***

San Jose, CA

Adam Lake performs special inspections related to welding, cast-in-place concrete, structural steel testing, and more on related City of San Jose On-Call projects including: Frank Bramhall Park, Rotary Children's Garden, Vietnamese Heritage Garden Gate, and San Jose International Long Term Parking.

### ***City Of Napa On-Call***

Napa, CA

Adam Lake performs special inspections related to welding, cast-in-place concrete, structural steel testing, and more on related City of Winters On-Call projects including: Dry Creek Road Repair, 5<sup>th</sup> Street Parking Structure, Spring Mountain Road Viaduct, and Conn Creek Road Bike Path.

South Beach Harbor Playground



# 03

## Work Plan(s)

# WORK PLAN(S)

## UNDERSTANDING OF THE PROJECT

We understand this Project will restore six City parks damaged during the Tubbs Fire in 2017, as well as perform code-related upgrades and install a new playground facility at Fir Ridge Park. As the scope is considered part of the Tubbs Fire Recovery Projects, the costs may be reimbursable to the City through FEMA and should be tracked and managed accordingly. The City intends to engage a consultant firm to provide construction management and construction inspection services for this Project with a construction duration of 120 working days and an estimated construction cost of \$1.65 million.

MCK is honored to be considered to provide Construction Management and Inspection services alongside the design team, the City's Project Manager, as well as all of the Project's stakeholders including the appropriate permit and utility agencies, neighboring residents, the contractor and others.

We have extensive experience in public parks and various restoration projects - we know the challenges this Project may face and will use that prior experience and apply best practices to mitigate risk, ensuring that the Project stays on schedule, on budget and is completed with quality and safety at top of mind using the following approach, processes and tools.

## A. DETAILED PROJECT APPROACH

**Plan and Prepare:** A great Military General once said that "Plans are useless once the battle starts, but planning is indispensable." It is MCK's philosophy to maintain the flexibility to adjust to any field condition, but the "plan" or the "work approach" is vital for putting the team into a position whereby they can succeed. Likewise, there is no reason to have a "Work Approach" unless it is designed for success. MCK's successful track record begins with our commitment to success and responsiveness to our client's objectives. We apply forward-thinking and creative solutions to issues, adjust our approach as needed and assign the most qualified and experienced team members available to the assignment. Our goal is always client satisfaction and that philosophy is a mandatory requirement for all MCK staff, as well as staff from the subconsultant team members within this proposal.



Mission Dolores Park Upgrades

**Get the Right People:** MCK's approach is to assemble the best possible team with the experience, problem-solving abilities, attitude and chemistry to handle any issue that could possibly arise in order to protect the client's risk, budget and schedule. As you'll see in our organization chart and qualifications of our proposed staff, that's what we've done here for the City. The value of the experience of this team is that they have worked under varied conditions, on complex projects with different technical issues. Their experience enables them to recognize an issue before it becomes a problem so they can resolve or mitigate it. MCK maintains a positive, professional, "never quit" approach at all times. Every project has its unique set of energies, popularity, stakeholders and purpose. In order to serve you best, your CM team should recognize these traits and the resultant effect on public relations and your challenges as public leaders. The MCK Team is tuned in to these sensitivities and we proceed accordingly. Likewise, MCK's capable subconsultants are sensitive to the need to follow the lead of our client, stay in the background and devote themselves to our client's success. This "heads down, sleeves rolled up" approach leads to an environment ripe for pride, advertisement and celebration.

**Collaborate and Communicate:** We consider our role as your trusted partner the most important component of being an effective agent to the City. Our approach to construction management services prioritizes collaboration with all project team members to deliver the most value to our clients. Bottom line: We want to make your lives as easy as possible. Communication is critical so we'll recommend starting with partnering with the City PM, designer(s), and the contractor(s) so that we all agree on our roles, responsibilities, procedures, and problem-solving approaches. Regular reports, review of plans and reliance on the scheduling and cost management tools, regular internal team meetings and meetings with the City, both facilitated and formal and not facilitated and informal, are essential to communicate and collaborate for success. Once the team is selected, Brendan McDevitt (Principal and point of contact) will remain in frequent contact with assigned MCK Team members and the designated City client representative to ensure that our staff is integrating properly, work assignments are coordinated and milestones and deliverables are being met. An initial meeting to ensure all parties are on the same page will kickstart the live process with all tools available to understand the client's need, establish clear objectives, schedule for completion of the assignment, level of accuracy required and level of effort expected. All available documentation such as drawings, specifications, project communications or other relevant information will be obtained and reviewed.

## **MCK's Construction Management and Inspection Approach**

### **Constructability Review**

MCK has performed detailed constructability reviews and prepared reports on projects ranging from water and sewer projects in San Francisco, stormwater projects in Southern California, office buildings for public agencies, and museums and parks for SF Recreation & Parks. Many of our staff have General Contractor experience and are familiar with the challenges of construction, which lend to our ability to quickly and confidently identify risks in the design documents. Our team will review current designs in detail, then collaborate with the City, design team and contractor to ensure any issues are resolved on paper, in the office, as opposed to being surprised out in the field.

### **Bid Support**

If desired by the City, MCK will support or lead contractor procurement, as well as bid package development when appropriate, and help facilitate advertising and selection processes as desired by the City. MCK has extensive experience in preparing bid documents to ensure the scope and contract terms are comprehensive in supporting the best possible project outcomes.



### **Budget Management and Cost Control**

MCK will develop a detailed line item program and project budget, including soft and hard construction costs, and monitor that model in real time. Typically, a public project has a fixed budget and publicized schedule. Due to the current state of the market, Project costs need to be managed even more diligently. This will require detailed oversight and stringent monitoring, coupled with MCK's very successful proprietary projection tools. MCK has run multi-billion-dollar programs using its own customized forecasting tools to anticipate budget overruns or savings years in advance of project completion. A key advantage of MCK is being able to apply quick, reliable cost estimating to the forecasted budget line items and risk register items. MCK has its own exceptional in-house estimating team with estimators who have been in-the-trenches on the contractor side. This will ensure the City gets accurate estimates, thus reducing risk of exceeding budget. Our approach to estimating relies on open, honest communication about trends, constructability and healthy tension that validates decisions made during design and provides essential confidence in the budget.

Ideally, budget control is exercised through continuous review of the design as it develops. Since the design is complete in this case, design management with regards to cost is not needed, but perhaps a final engineer's estimate would be reassuring prior to advertisement. MCK maintains an in-house team of former contractors that focus solely on our estimating and constructability business. Contractors know that to be profitable in this business precise estimates are essential and the only way to generate a reliable estimate is to "construct the project on paper." MCK staff review the drawings and confirm the construction schedule, activity sequences, labor and material needs, conflicts and interferences, regulations, site constraints and the real factors that impact a project that the cost estimate software packages don't reflect.

**Change Management Process.** When a change order request is issued by the contractor, MCK will follow an aggressive path to ensure that the change is legitimate, fairly priced and scoped to reflect the actual cost of the work. MCK will maintain change order logs that will track PCOs, change orders and future exposure thus giving the City an accurate forecast of cost at all times. The process we will adhere to is as follows:

- Review the proposed change and communicate it to the City as soon as possible
- Certify that the proposed change is beyond the scope of the existing contract
- Ensure that the CO includes detailed cost breakdowns, identifying take-off quantities and unit costs for labor, and materials, and equipment
- Determine that the change proposals are verifiable, fair and reasonable, and
- Submit a recommended course of action to the City

**FEMA Reimbursement.** MCK has assisted many public agencies and private clients in recovering project costs from federal reimbursement programs. Our team will study the specific FEMA requirements related to this project and will ensure all project costs are properly documented to ensure maximum reimbursement.

### **Schedule Management**

MCK typically prepares its own detailed project schedule during the pre-construction phase to verify:

- **Master Project Schedule** identifies interfaces, constraints, milestones and key triggers or data points intended to prompt decisions or specific actions. The elements of the Master Schedule can be cost-loaded for added analysis, reviewed for practicality and achievability and dissected into specific recommendations.
- **Pre-construction Schedule** will analyze concurrency of design milestones with permitting processes, deliveries of long-lead items, owner-supplied items and other performance requirements.

- Baseline Schedule will confirm durations for the contract bid package, critical path expectancies, conflicts with operations, highlighted major activities, quantitatively balanced activity durations, logic ties, resource loading, work required to be completed by others, and other needed integrations. This schedule will get vetted and adjusted and the balance between liquidated damage clauses, risk to contractors and impact on estimated bid pricing will be discussed from a proactive perspective.

Once the contractor is provided with a Notice-To-Proceed, their baseline schedule will be analyzed, compared to the pre-construction baseline and reconciled through vital early meetings as this will be the measuring stick from which to gauge any impacts. MCK will monitor progress against the contractor's schedule weekly and monthly schedule updates will be analyzed by MCK for progress, changes in durations or logic, added or deleted activities, critical path changes, etc. Additionally, regular schedule reconciliation meetings will be conducted. Through this regular analysis, communication with the contractor on any issues they see and our experience in forecasting issues, MCK can navigate around most causes of delay. From taking pre-emptive steps to protect the site from storm damages to identifying ways to reduce scope that consumes the schedule, MCK is second to none in terms of ability to complete projects on time. Our creative problem-solving and anticipation of issues that could lead to a schedule impact are tops in the industry.

### Phasing and Contingency Plans

It is imperative that every project be completed without any unplanned impact on operations. Any necessary shutdowns must be foreseen, planned through close coordination with the plant operations teams. Collaboration, trusting relationships, respect and communication are key. MCK will work with the City and the contractors to develop multi-dimensional phasing plans with contingencies in case of schedule slippage.

For outages, relocations, or tie-ins, MCK will schedule a meeting with the contractor and its respective subcontractor(s) to define and describe in detail the scope associated with the work. MCK's Construction Manager will facilitate the completion of a **Shutdown Request/Request for Utility Outage** and obtain signatures from the appropriate stakeholders for further documented approval.

In the case of an emergency, including injury or an unscheduled utility interruption or system failure, MCK will develop an **Emergency Notification Process** so that appropriate departments and personnel are aware and can take their respective actions to secure and/or prevent further damage to personnel or property.

### PERMIT COMPLIANCE

There will be multiple permit requirements on this Project and each has its unique requirements and waiting periods. Upon the start of the contract, the Project Manager will meet with the City to determine the status of each permit and tie its requirements and progress into the schedule.



#### SIMULTANEOUS PROJECTS:

MCK are experts in working on multiple projects at once. This project may need multiple attention at same time.

Guy Place Mini Park, San Francisco



“I don’t know how you do it, but you seem to hire amazing people.”

-MCK client  
(regarding Billy Boidock)



## TRAFFIC CONTROL AND PUBLIC RELATIONS

MCK is aware of the frustrations that can arise from the community when working in proximity to public spaces. Our team has performed countless jobs where the public was either displaced or aggravated by the work being done and it’s through those experiences that we’ve learned the best approach to a construction site. Our team is seasoned in handling public involvement and engaging in the field activities to ensure the best possible environment and most efficient access is granted to the public. MCK will ensure public impact and traffic plans are coordinated in detail before the contractor starts work in the field each day. Lane closures will be coordinated with traffic schedules to ensure the least amount of impact to the community. Signage and communication with anyone involved will be paramount. Managing success is based on excellent planning, notification and most importantly assisting the contractor in succeeding despite any challenges. With that said one of the most important items is safety. When working in an active street the safety of the workers and the people in the community is a top priority. It’s very important that all labor and management maintain a polite and safe environment. Instilling a good attitude in everyone that is working on the Project will leave neighbors with the best impression possible of the Project and mitigate impacts to the surrounding entities.

## CLAIMS PREVENTION

Claims are best prevented through thorough and collaborative management of the Project’s scope, schedule and budget starting in design and through close-out. MCK will set your project up for success by providing accurate cost and schedule projections, developing thorough bid documents to clearly outline contractual obligations, and finally, by working closely with the City, designers, contractors and subcontractors to ensure issues can be addressed collaboratively before turning into claims. In the event a claim does arise, MCK will have proper documentation of all project communications and contract documents.

## SAFETY, SECURITY AND AWARENESS

The MCK Team will review the contractor’s site-specific safety plans and task-specific job hazard analyses in accordance with established requirements. Our Construction Manager and Inspector will monitor the contractor’s compliance with site-specific safety plans.

Sunset Park Playground Renovations

**Comprehensive Safety Approach:** On the subject of jobsite safety, we at MCK feel like there has never been a more important time to focus on safety in construction. The COVID-19 pandemic has made all industries adjust to a new way of life and we are focused on working with the contractor to maintain safety standards on the construction site, with a finger on the pulse of current health and safety protocol from public health officials in Sonoma County. MCK also has deep experience collaborating with City Safety Managers to relay safety expectations to the contractor during Shelter-in-Place & essential work, along with the appropriate visitor policy, PPE use policy, administering of health and safety questionnaires for laborers, temperature checks, hand washing best practices, use of masks, and social distancing requirements.

### **Construction Administration**

MCK will coordinate and lead weekly progress and coordination meetings with the City and the contractor at the site during construction. Our team will always come prepared, with a clear and specific agenda, then we prepare accurate meeting minutes to record issues, agreements and direction from the City.

MCK will also develop and administer an efficient process for submission, review and response to RFIs and Submittals. The process will include preparation and maintenance of logs for ease of future reference. MCK will also review the contractor's submittal log for completeness as well as all responses to ensure accuracy and to identify any potential cost and schedule impacts before being incorporated into contract documents. Additionally, MCK will diligently review contractor invoices before recommending approval. Our team will conduct pencil reviews and job walks with the contractor to establish allowable invoicing each period. Our team will review invoices for accuracy and compliance with any and all City requirements for payment.

MCK will also develop a Monthly Reporting Structure to provide updates on the progress of the project and our services. The MCK Team is committed to proactive interfacing, coordinating and communicating project activities and keeping the client informed. The monthly reports will include:

- Safety metrics
- Cost, budget and funding status
- Earned value estimates including costs and payments to consultants and contractors
- In house expenditures incurred by City staff and project participants
- Monthly cash flow and trend reports
- Detailed monthly schedule reports, schedule trend reports, and recovery recommendations
- Productivity curves by trade
- Critical construction issues requiring action
- And any other criteria the City deems critical

### **Quality Assurance/Quality Control**

Quality Assurance will be achieved through the application of our sophisticated and experienced inspection team as well as by the Construction Manager. MCK has in-house QA Inspectors with third-party certificates in all aspects of construction such as concrete, masonry, welding, geotechnical, electrical and safety. Our inspectors are also well-versed in managing the code-required special testing and inspection firms whether contracted as a sub-consultant to MCK or to an owner.

### **Record Keeping**

In today's construction world, we at MCK have to speak a number of project software languages – PlanGrid, Procore, and Oracle Unifier are our specialties. During our tenure providing Commissioning & Closeout services at San Francisco International Airport's Long Term Parking Garage 2, MCK built the backbone Procore folder structure for the general contractor and the owner to track all Closeout items related to the job: O&M's, Warranties, Training Videos, As-Builts, and so on. At Substantial Completion, this folder was shared with all

major stakeholders for future use. All RFI's, Submittals, Transmittals, Inspection Requests & Reports, and revisions to Plans & Specifications were processed through Procore and disseminated between Architect, Contractor, and Owner in the joint office space. MCK is open to any software the City currently uses and will ensure to champion it for all record keeping on the project.

### Project Close Out

While many of the below tasks are part of the "closeout" phase, in reality we will start performing these tasks at some level during the construction phase. Having these tasks successfully completed during the closeout phase depends upon excellent planning and preparation during the construction phase.

Approach to Closeout:

- **Final Change Order Negotiations and Retentions.** All pending issues will be brought to resolution through well-documented reports on the issue's history along with recommendations to the client. As Stop Notices and other claims are quantified, MCK shall advise on retention release or withholding per Public Contracting Law.
- **As-Builts.** MCK will diligently extract and review for accuracy As-Builts from the contractor and design teams for City records.
- **Warranties.** MCK will diligently obtain all warranty documentation from the contractor for City use upon Substantial Completion.
- **Project Records.** Using construction management software and organized filing systems, thorough project records will be reviewed for completeness and turned over to the client. MCK will certify the receipt of Project record documents including maintenance manuals, as-builts, warranties, final submittals, and spare parts.
- **Punch List.** Throughout the final inspection and testing phase, the MCK Team will coordinate punch walks, compile a comprehensive punch list with comments from stakeholders, and then monitor the correction of punch list items until work is completed in accordance with contract documents and to the satisfaction of the client.
- **Training.** A comprehensive Training Plan and Program including live classes, O&M manuals, materials, and examinations will be essential for City staff. Properly trained O&M Staff is essential to maximizing a high level of system performance.
- **Cost Control.** Final costs will be reconciled and a closeout report prepared that summarizes use of funds, sources and a recommended amount to be returned to the City if any underruns are realized.
- **Permit Closure/Certificate of Completion/Occupancy.** The initial objective is to achieve Occupancy and Substantial Completion at which time the owner takes control and use of the improvements, but thereafter the target is closure of permits and certifying completion. All non-compliance and punch list items must be tracked and corrected, financial items reconciled and closed and full demobilization executed.

In summary, the MCK team will do any and everything necessary to ensure the successful delivery of your project and, as you'll read in the following pages, our team has the skillset and experience to do just that.

## B. PROJECT SCHEDULE

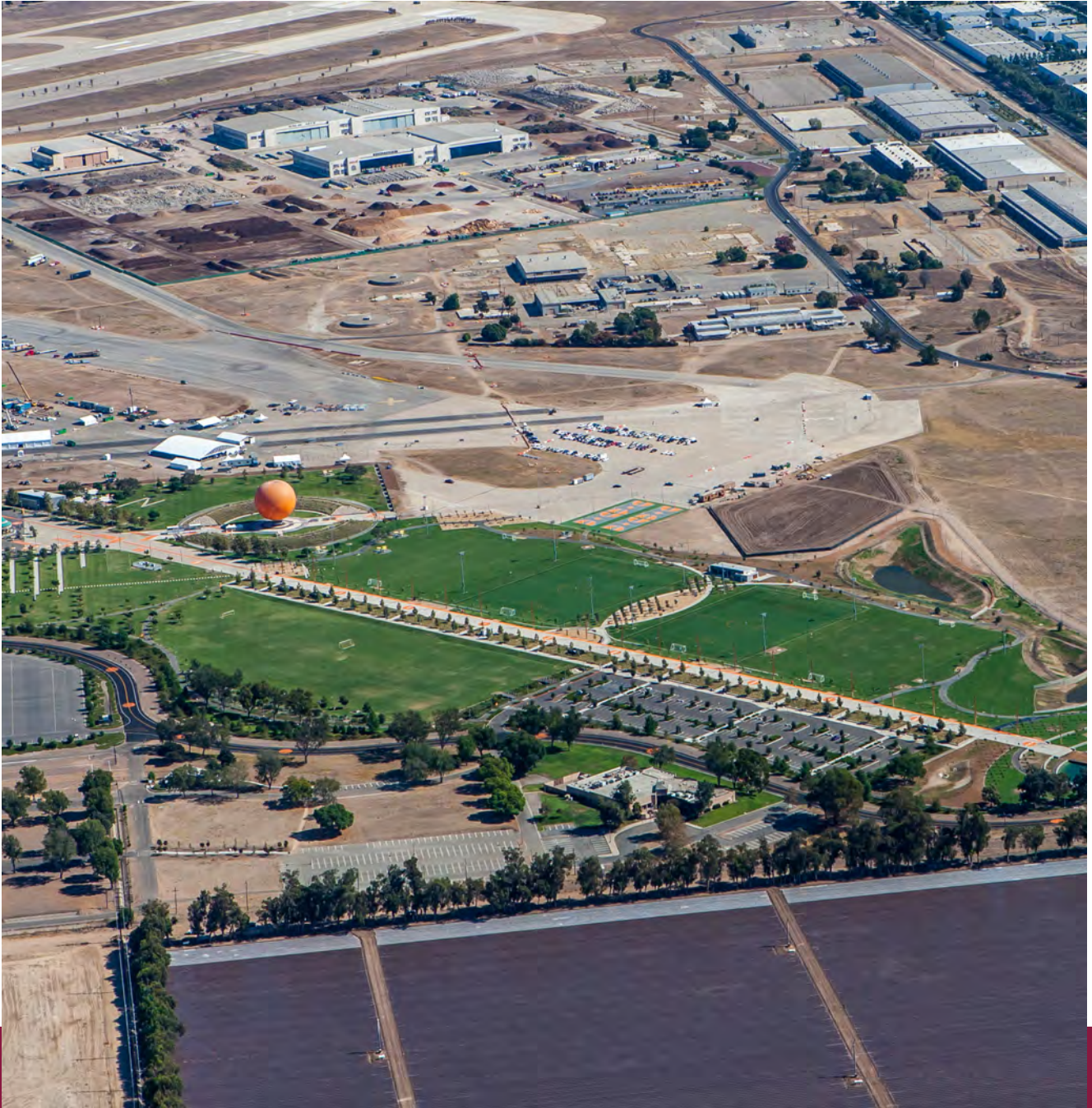
See Diagram 1.

## C. ABILITY TO MEET TIME SCHEDULE

As you have read above, our team utilizes detailed scheduling tools and processes to limit risk to schedule and to eliminate unplanned interruptions during construction. MCK is committed to the successful delivery of this Project and will work collaboratively with the City, the contractor and all stakeholders to ensure timely completion.



Orange County Great Park



04

Reference Projects

# Project No. 1

## Orange County Great Park - Irvine, CA



**CONSTRUCTION ESTIMATE & COST**  
\$1.2B Overall  
MCK \$23M

**DESIGN FEES**  
Available Upon Request



**COMPLETION**  
Ongoing Overall; MCK Portion 2013



**REFERENCE**  
Michael Ellzey  
Director, City of Irvine, Ph: (714) 983-9120, Em: Michael. ellzey@nara.gov

MCK served as Program Manager and Chief Advisor to the Orange County Great Park Corporation's Chief Executive Officer for this multi-billion dollar, 1,200-acre park development. MCK served as Construction Manager responsible for the Design Management, Bid Package Preparation, Award and Execution of the OCGP Western Sector Park Development Plan 2012 Capital Improvements consisting of the South Lawn and Timeline West.

One feature of the park was The South Lawn project, completed by MCK which created a sustainable design that enhances the project's value and vision for a beautiful, sustainable and functional site. It is able to offset up to 60% of the project's irrigation needs. Because of the success of this project, it was named the *2013 American Public Works Association Project of the Year in Southern California*, and *2013 Top Projects Award by Storm Water Solutions Magazine*. This project was selected to show the scale of park-related projects MCK has performed on.

Another task as part of the project, MCK served as Construction Manager for the new 5,000 square foot Visitors Center that accommodates visitors with park information, ticket sales, a gift shop, and public restrooms, staff meeting space, storage, and other amenities.

Core elements include the 200-acre sports park, 22 soccer fields, baseball fields, and other amenities such as lakes, gardens museums, library, renewable energy elements, ice rink, aquatic facility, a park operations building, four basketball courts, defined jogging route, turf lawn areas, two reflecting ponds, four stormwater capture and reuse ponds with an associated collector and pumping systems, irrigation and planting, site and pathway lighting, bioswales and drainage features and roadway construction improvements and cultural elements.



"During the process of construction of the South Lawn Project, (MCK Americas), as construction manager, was very respectful of the need by the operations section to continue the functioning of the park during construction. He was very cooperative and easy to work with. He did his very best not to unduly interfere with the park's daily activities. He also did his best to notify us in advance of any known conflicts...a good job overall." -Rod Cooper, Manager of Ops Orange County Great Park Corp.

"You are a true professional, (MCK Americas), and it has been a privilege working with you on this extraordinary project. I look forward to our celebration in September." - Mike Ellzey, CEO Orange County Great Park Corp.





## Project No. 2 Francisco Park Conservancy, Francisco Park - San Francisco, CA



**CONSTRUCTION  
ESTIMATE & COST**  
\$25M

**DESIGN FEES**  
Available Upon  
Request



**COMPLETION**  
Est 2022



**REFERENCE**  
Leslie Alspach,  
President,  
Ph: (510) 414-6506  
Em: l.alspach@  
poundmgt.com

MCK is presently providing project program and construction management services for the Francisco Park Conservancy.

In 1859, the Francisco Reservoir was constructed. Located on Russian Hill, it was the first large reservoir to be built in San Francisco to accommodate the rapid growth and development of the city, as a result of the gold rush. In 1940, the Reservoir was obsoleted with the opening of Lombard Reservoir, which is now covered by tennis courts and Sterling Park. From 1947 to 1958, groups were at odds with plans for the property. Recreation and Park Development sent a letter to the Mayor explaining why the entire property is necessary to “provide adequate recreation and park services for this densely populated district,” while developers were presenting plans for two story apartment towers and 3 levels of garage. All efforts to turn this land into a commercial development were met with overwhelming resistance from the community. In 2008, the Public Utilities Commission (PUC) appeared before the Board of Supervisors to confirm plans to develop the Reservoir, however the Board of Supervisors passed Resolution 502.08, reaffirming the reservoir’s status as open space. In 2014, San Francisco Recreation and Park Development acquired the 4.2 acres from the San Francisco Public Utilities Commission.

Breaking ground in summer 2019, the City has given the community a unique opportunity to transform this site into a stunning park with expansive, commanding Bay views. MCK is serving as the Project Manager to the Francisco Park Conservancy for the \$25 Million dollar park located on the Francisco Reservoir. Conceptual Design plans include a dog run, picnic area, community garden and a children’s playground. The project is expected to be complete in 2022.



## Project No. 3 - San Francisco Recreation & Parks As-Needed Construction Management - San Francisco, CA



**CONSTRUCTION ESTIMATE & COST**  
\$20.5M  
\$13.3M

**DESIGN FEES**  
Available Upon Request



**COMPLETION**  
Ongoing through 2024.



**REFERENCE**  
Reuben Schwartz,  
Project Manager,  
Ph: (415) 205-8984,  
Em: reuben.schwartz@sfgov.org

MCK is presently providing Construction Management services under our four-year as-needed services contract with the San Francisco Park and Recreation department.

San Francisco Recreation and Parks Department (SF RPD) is responsible for governing and maintaining all city owned parks and recreational facilities including pathways, bike trails, buildings, museums, trails, fields and more. MCK held the as-needed contract in a joint venture until 2018 and is now the sole holder of the new as-needed through 2024. This contract deployed MCK for all services including scheduling, cost estimating, project management, owner's representation, bidding, inspection etc. Some example projects include Dolores Park, Guy Place Park, Randall Museum, McLaren Park, Sunset Playground (pictured), Glen Canyon Recreation Center, Lighting at Palace of Fine Arts, Harding Park, St. Mary's Excelsior Park, Precita Park and others. This was selected to show the breadth of experience when it comes to trails, pedestrian walkways, and all facets of park projects.



## Project No. 4 - India Basin Shoreline Park - San Francisco, CA



**CONSTRUCTION ESTIMATE & COST**  
Ongoing

**DESIGN FEES**  
Available Upon Request



**COMPLETION**  
2021 for initial cost estimating, ongoing for next phase

Sitting on 9.6 acres, India Basin Shoreline Park is located in the Bayview-Hunters Point neighborhood of San Francisco. The India Basin Shoreline Park Project is a unique opportunity to unite 900 Innes, previously the home to a flourishing shipbuilding industry (Scow Schooner Boatyard), to the adjacent underutilized India Basin Shoreline Park into one park.

MCK provided Cost Estimating services for the project, design-phase. The project will include constructing a path of 1.5 miles of accessible shoreline along the San Francisco Bay linking to the Bay Trail and Blue Greenway, aiding better access from the neighborhood to the water. MCK has now been asked to provide additional CM services for pre-construction phase support offering a Construction Manager and support roles.

The marineways that were once used to repair boats on the site, are used as inspiration for the Marineway that provides a large lawn for active play and group gatherings before sloping down and slipping into the water at a gravel shore. The Marineway is nestled within a native landscape of upland sage slopes, shoreline planting and marsh. A continuous garden and shorewalk promenade traces the historic shoreline to form the neighborhood edge, a social space with porch swings, concessions space, and areas for groups to BBQ and picnic.



India Basin Shoreline Park (pre-construction state)



# 05

## Scope of Services

# SCOPE OF SERVICES

## SCOPE OF SERVICES

MCK will provide Professional Construction Management, Inspection and Special Inspection Services for the City of Santa Rosa, as identified in Exhibit A of the subject RFP, including, but not limited to the following Scope of Services:

1. Construction Management
  - a. Manage and expedite completion of construction projects within schedule and budget, and to the quality standards described in the project specifications
  - b. Provide special inspections on behalf of the City, as required to achieve requirements of the Project specifications, permits and approval by authorities having jurisdiction
3. Construction Inspection
  - a. Perform continuous inspection while work in the right of way is underway
  - b. Coordinate with contractor and the City's Survey Section and Materials Testing Laboratory
3. Special Inspection
  - a. Create a proposed Special Inspection Checklist for review that covers these inspections under the specified types of work at a minimum, along with any additional inspections that Consultant judges necessary but not listed.
  - b. Provide licensed, qualified and experienced personnel to perform Special Inspections in order to confirm compliance with the contract documents related to: geotechnical, structural, reinforcing steel, welding, electrical, mechanical and coating. The City will perform the following Special Inspections: asphalt, concrete and soil compaction.
  - c. Record each inspection in written and photographic form as appropriate and provide special inspection reports in electronic format, organized by type and date.

Additionally and specifically, MCK will perform all tasks and responsibilities listed in Exhibit A - Construction Management Services Terms of the subject RFP.



“MCK’s mission is simple. We strive for every employee to represent the company as if she / he were the Owner. Caring about the success and image of the company translates into performance for the Client.”

**Brendan P. McDevitt, P.E.**  
**President / CEO**  
**MCK Americas, Inc.**



# Exhibit B

City of Santa Rosa - Transportation and Public Works Department  
 Proposal for Agency Construction Management and Construction Inspection Services  
 CO2248 – Six Fire Damaged Parks - Recovery

Item	Proposed Staff	Direct Rate	Overhead Rate	Fully Burdened Rate	Staffing	Month							Total Hours	Total Cost	
						1	2	3	4	5	6	7			
<b>Phase 1. Pre-Construction (Includes all pre-construction tasks on schedule)</b>															
1.1	Principal	\$ 85.00	\$ 93.50	\$ 191.00	FTE Hours	0.05 9								9	\$ 1,643
1.2	Construction Manager	\$ 78.30	\$ 86.13	\$ 175.94	FTE Hours	0.20 34								34	\$ 6,052
1.3	Construction Inspector	\$ 68.00	\$ 74.80	\$ 152.80	FTE Hours									0	\$ -
1.4	Scheduler	\$ 84.00	\$ 92.40	\$ 188.75	FTE Hours	0.05 9								9	\$ 1,623
1.5	Cost Estimator	\$ 77.00	\$ 84.70	\$ 173.02	FTE Hours	0.05 9								9	\$ 1,488
1.6	Document Controls	\$ 46.00	\$ 50.60	\$ 103.36	FTE Hours									0	\$ -
<b>Phase 2 - Construction (includes Project Coordination and Correspondance During Construction Reporting, Submittal Management, Change Orders, Claims)</b>															
2.1	Principal	\$ 85.00	\$ 93.50	\$ 191.00	FTE Hours			0.01 2		0.01 2				3	\$ 657
2.2	Construction Manager	\$ 78.30	\$ 86.13	\$ 175.94	FTE Hours		0.5 86	0.25 43	0.5 86	0.25 43	0.5 86			344	\$ 60,523
2.3	Construction Inspector	\$ 68.00	\$ 74.80	\$ 152.80	FTE Hours		0.5 86	0.75 129	0.5 86	0.75 129	0.5 86			516	\$ 78,843
2.4	Scheduler	\$ 84.00	\$ 92.40	\$ 188.75	FTE Hours			0.01 2		0.01 2				3	\$ 649
2.5	Special Inspection	\$ 50.00	\$ 55.00	\$ 112.35	FTE Hours			0.1 17	0.1 17	0.1 17	0.1 17			69	\$ 7,730
2.6	Document Controls	\$ 46.00	\$ 50.60	\$ 103.36	FTE Hours		0.05 9	0.05 9	0.05 9	0.05 9	0.05 9			43	\$ 4,445
<b>Phase 3- Closeout</b>															
3.1	Construction Manager	\$ 80.00	\$ 88.00	\$ 179.76	FTE Hours								0.05 9	9	\$ 1,546
3.2	Construction Inspector	\$ 66.00	\$ 72.60	\$ 148.30	FTE Hours								0.05 9	9	\$ 1,275
3.3	Document Controls	\$ 47.00	\$ 51.70	\$ 105.61	FTE Hours								0.05 9	9	\$ 908
												<b>TOTAL</b>	<b>1,065</b>	<b>\$ 167,382.36</b>	
												<b>10% contingency</b>		<b>\$ 16,738.00</b>	
												<b>TOTAL</b>		<b>\$ 184,120.36</b>	

Individual	Direct Rate	Fully Burdened
Brendan McDevitt	\$ 85.00	\$ 191.00
Ryan Curry	\$ 71.00	\$ 159.54
Keith Ulinger	\$ 79.00	\$ 177.51
Billy Boidock	\$ 69.00	\$ 155.04
Dave Marchbanks	\$ 68.00	\$ 152.80
Mark Shepherd	\$ 68.00	\$ 152.80
Al Cochran	\$ 68.00	\$ 152.80
Matt White	\$ 84.00	\$ 188.75
Marc Biddle	\$ 79.00	\$ 177.51
Marina Burke	\$ 75.00	\$ 168.53
Frank Downey	\$ 77.00	\$ 173.02
Femanda Miranda	\$ 46.00	\$ 103.36
Specialty Inspector	Fully burdened rate Depends on task, cost per lab / inspection	

NOTE: In event there are multiple people for same role, took the average rate for them

NOTE: For special inspection most tasks are charged by test and not hourly so used average for that

NOTE: We are claiming no reimburseable expenses other than specific software that is required that we don't already own. We will provide all hardware, transportation, etc.

\*THE USE OF CONTINGENCY FUND IS AT CITY'S DISCRETION ONLY. CONSULTANT SHALL NOT BILL AGAINST THE CONTINGENCY I/WTHOUT PRIOR WRITTEN APPROVAL FROM THE CITY

## Exhibit C

### FEDERAL PROVISIONS

#### A. Definitions

1. **Government** means the United States of America and any executive department or agency thereof.
2. **FEMA** means the Federal Emergency Management Agency.
3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

#### B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory,

to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**D. Clean Air Act and Federal Water Pollution Control Act**

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*



2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **E. Suspension and Debarment**

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 “Debarment and Suspension.” Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **F. Procurement of Recovered Materials**

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
  - (b) Meeting Agreement performance requirements; or
  - (c) At a reasonable price.

2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**H. MBE/WBE REQUIREMENTS**

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
  - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (f) Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

**I. MISCELLANEOUS PROVISIONS**

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

**J. Equal Employment Opportunity**

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will 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. Contractor 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will 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. Contractor will 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 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 Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor 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 as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor will 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 subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**K. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
  - (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system;  
or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- (a) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (b) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - (I) Are not used as a substantial or essential component of any system;  
and
    - (II) Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- (a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
  - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall

describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

**L. Domestic Preference for Procurements**

1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
2. For purposes of this clause:
  - (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.





# PSA - MCK Americas for CM&I for C02248.Six Fire Damaged Parks Recovery

Final Audit Report

2022-03-11

Created:	2022-03-10
By:	Sarah Molinari (smolinari@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANT_Z6LFpC3a4SateSelxd18iHggZxv2u

## "PSA - MCK Americas for CM&I for C02248.Six Fire Damaged Parks Recovery" History

-  Document created by Sarah Molinari (smolinari@srcity.org)  
2022-03-10 - 11:46:23 PM GMT- IP address: 73.189.150.234
-  Document emailed to Brendan McDevitt (bmcdevitt@mckinc.net) for signature  
2022-03-10 - 11:47:29 PM GMT
-  Email viewed by Brendan McDevitt (bmcdevitt@mckinc.net)  
2022-03-11 - 5:19:40 AM GMT- IP address: 66.249.84.54
-  Document e-signed by Brendan McDevitt (bmcdevitt@mckinc.net)  
Signature Date: 2022-03-11 - 5:20:26 AM GMT - Time Source: server- IP address: 73.222.162.2
-  Agreement completed.  
2022-03-11 - 5:20:26 AM GMT

# PSA - MCK Americas for CM&I for C02248.Six Fire Damaged Parks Recovery

Final Audit Report

2022-03-21

Created:	2022-03-14
By:	Sarah Molinari (smolinari@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJwfPXxHEA1Jqo4GYt6FVJqb69GonASSW

## "PSA - MCK Americas for CM&I for C02248.Six Fire Damaged Parks Recovery" History

-  Document created by Sarah Molinari (smolinari@srcity.org)  
2022-03-14 - 3:53:57 PM GMT- IP address: 73.189.150.234
-  Document emailed to Patti Salomon (PSalomon@srcity.org) for signature  
2022-03-14 - 3:54:53 PM GMT
-  Document signing delegated to Jessica Mullan (jmullan@srcity.org) by Patti Salomon (PSalomon@srcity.org)  
2022-03-21 - 4:13:08 PM GMT- IP address: 12.249.238.210
-  Document emailed to Jessica Mullan (jmullan@srcity.org) for signature  
2022-03-21 - 4:13:08 PM GMT
-  Email viewed by Jessica Mullan (jmullan@srcity.org)  
2022-03-21 - 6:27:01 PM GMT- IP address: 104.28.85.203
-  Document e-signed by Jessica Mullan (jmullan@srcity.org)  
Signature Date: 2022-03-21 - 6:32:19 PM GMT - Time Source: server- IP address: 12.249.238.210
-  Agreement completed.  
2022-03-21 - 6:32:19 PM GMT