

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

TKE ENGINEERING, INC.

Engineering Design Plan Preparation Services for the Riverside Civil Rights Walk

(RFP No. 2363)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and TKE ENGINEERING, INC., a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Engineering Design Plan Preparation Services for the Riverside Civil Rights Walk (RFP No. 2363) (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until two (2) years after the date of execution unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Eighty-Five Thousand Five Hundred Twenty-Five Dollars (\$185,525) payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works – Traffic Engineering  
City of Riverside  
Attn: Brett Craig  
3900 Main Street  
Riverside, CA 92501

To Consultant

TKE Engineering, Inc.  
Attn: Michael Thornton  
2305 Chicago Avenue  
Riverside, CA 92507

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq.

of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

## 11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of,

pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

**11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

**12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “C,” represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the



termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

TKE ENGINEERING, INC.,  
a California corporation

By: \_\_\_\_\_  
City Manager

By: Michael P Thornton  
Michael P Thornton (Nov 14, 2024 16:16 PST)  
Print Name: Michael P Thornton  
Title: President

Attest: \_\_\_\_\_  
City Clerk

**and**

By: Terry Renner  
Terry Renner (Nov 14, 2024 16:17 PST)  
Print Name: Terry Renner  
Title: Senior Vice President

Certified as to Availability of Funds:

By:   
Chief Financial Officer

Approved as to Form:

By:   
Deputy City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## SECTION B | STATEMENT OF UNDERSTANDING & APPROACH

### PROJECT UNDERSTANDING

The City desires to retain an engineering consultant to provide plans, specifications, and cost estimates (PS&E) for a complete a design package for the 1.8 mile loop with guided pedestrian signs, crosswalks, curb ramps, educational traffic signal wraps all the while meeting the PROWAG and ADA requirements to provide a safe route for all. TKE will provide the key tasks below:

#### TASK A

TKE will prepare street improvement plans to reflect driveway, curb ramp, sidewalk reconstruction, and sawcutting pavers and constructing a colored concrete pathway through the Main Street Pedestrian Mall.

The street improvement plans will include:

- a. 20:1 Plan View with centerline station/offsets
- b. Driveway/Curb ramp/Sidewalk details
- c. Construction notes
- d. General notes
- e. Compliance to City, State, and Federal standards
- f. Show existing utilities, trees, fences, mailboxes, signs, and miscellaneous obstructions in sidewalk

#### TASK B

TKE will prepare Traffic Plans to reflect thermoplastic pathway striping, decorative and traditional crosswalks, wayfinding and monument sign installation, flashing LED signage, ancillary striping improvements, detector loop replacement, accessible pedestrian signal system installation.

The traffic design plans will include:

- a. 40:1 Plan View with Annotations
- b. Quantities
- c. Traffic signage installation, removal, relocation
- d. Pavement markings/removals
- e. General notes
- f. Construction notes
- g. Legend details
- h. Loop detectors

- i. Annotations
- j. Signal phasing diagrams
- k. Equipment schedule
- l. Conductor table
- m. Detection systems
- n. APS systems
- o. Decorative signal wraps
- p. Compliance to City, State, and Federal standards

#### TASK C

TKE will prepare the cost estimate and specifications.

The plans will have the following characteristics:

- a. Be prepared in AutoCad
- b. 20:1 or 40:1 Scale
- c. Deliverables shall be provided in both CAD and 36"x24" PDF file formats
- d. Depict proposed striping and striping removals, installing and removing signs, identifying existing signs, installing flashing LED stop signs, Rapid Rectangular Flashing Beacon Systems, and Audible Pedestrian Signal systems, or other improvements as deemed necessary.

The City will provide CAD base files of street, utility, and right-of-way for reference.

The City will provide CAD files of any available existing street improvement, signing/striping, and traffic signal plans to assist with plan development.

TKE will verify the accuracy of CAD base files and edit as needed to reflect existing conditions.

The City will provide examples of signing/striping plans, traffic signal plans, estimates, and specifications for reference. The existing traffic plans can be viewed on the City via the link:

<https://riversideca.gov/PWSurvey/traffic.asp>.

The City will advertise, award, and administer the construction contract.

TKE will provide technical support during the construction phase of the project. These services may include attending the pre-construction meeting, reviewing plans and shop drawings, responding to "requests for information", reviewing construction change orders, providing specialty



inspections, and revising the original plans to reflect the as-built conditions.

TKE will attend at a minimum one (1) pre-project meeting to discuss scope and schedule of project.

TKE will receive a notice to proceed from the City in an email format prior to us commencing any work associated with any task. At the City's discretion, the City may cancel any task at any time prior to issuance of a notice to proceed with that task so that the City may complete that task utilizing City staff.

The required corrections to the plans, quantity calculations and engineer's estimate will be considered as part of the normal plan preparation process. No extension of time or fees will be required to provide corrections.

It is the intent of the City to review and comment prior to finalizing the plans produced by TKE. TKE will submit draft plans for City review. TKE acknowledges that after this initial draft review is complete, the City may request an additional meeting to discuss the comments.

## PROJECT APPROACH

Successful project delivery is our goal. Our definition of successful project delivery is:

- Project completion that meets all project requirements
- Project completion within budget
- Project completion on schedule

Our goal is not limited to the design of the project only, but includes the incorporation of value engineering and constructability review. Through the examination of specific design alternatives, we will identify the most cost-effective project alternative that meets design requirements and will provide for the greatest opportunity for expedited construction, which allows us to consistently deliver projects that use public resources in a very wise and responsible manner. We have developed this project approach in order to maintain an expertise in our core business of projects with tight budgetary constraints.

With transportation projects, our experience tells us that there must be a proactive approach to completing the work in order to meet scheduling and community requirements. This approach includes early identification of critical design

elements, familiarity with Caltrans funding requirements, early utility coordination for relocation and accurate cost estimating throughout the entire process. In preparing this proposal, our team completed project site review, City goals and project constraints to establish key issues so we can be prepared to mobilize upon notice.

## CRITICAL ISSUES

TKE's understanding of the project requirements is the key to successfully overcoming project challenges within the proposed project schedule. TKE has worked with similar projects. Our experience allows TKE to develop a much greater project understanding and will allow TKE to begin work on critical issues immediately after the project is awarded.

### IDENTIFICATION OF CRITICAL DESIGN ELEMENTS

Our approach to identification of critical issues will be to immediately initiate field review, perform very thorough records research, and document all the critical design elements so they can be presented to the City. This will provide a head start on instructing our survey team about what detailed information to collect. These elements include the location of any areas that will require special construction methods or additional PROWAG or ADA requirements, and location of existing utilities in order to ensure proper separation or establish relocation requirements early on during design.

### CALTRANS

TKE is familiar with grant funding projects from Caltrans and will assist the City with processing payments to receive funding.

### TRAFFIC SIGNAL DESIGN TIMING

TKE Engineering has designed signal systems and provided traffic signal timing plans for numerous clients. Key to providing proper signal design timing is a deep understanding of signal systems of various types. Justin Schlaefli, the assigned project manager is not only a licensed Civil and Traffic Engineer but a certified traffic signal technician who has completed numerous design/build projects and overseen construction of traffic signal systems.



TKE staff have experience providing signal timing for a variety of signal equipment manufacturers and types of controllers including McCain, Trafficware/Cubic, Intellight/Q-free, Econolite and more. In addition, TKE staff have overseen implementation of large synchronization projects as well as timing for more isolated intersections. TKE's experience also includes the latest signal timing practices such as Adaptive Traffic Signal Systems. All timing plans completed for the City will follow the standards of the latest Edition of the California Manual on Uniform Traffic Control Devices (MUTCD).

#### POWER SUPPLY DESIGN

TKE has extensive experience working with the City of Riverside Public Utilities to identify and design power supply location and installation of the service pedestal. Riverside Public Utilities' design for service pedestals includes specific requirements including, design option letter, completion of the CPIS form and providing CAD drawings in Riverside Public Utilities format. TKE will engage Riverside Public Utilities at the early stages of design to ensure power supply and service pedestal design do not create delays for design completion and prevent unwanted delays during construction for project energizing.

#### UTILITY COORDINATION

TKE will research existing facilities including water meters, light poles, fire hydrants, drainage facilities and utility pull boxes and vaults to identify any relocation requirements. Again, we will identify these facilities early in project design to begin coordination at the earliest opportunity. Agencies that maintain private utilities can be cumbersome in getting facilities relocated. Early coordination will prevent project delays.

#### ACCURATE COST ESTIMATING

Our approach to controlling costs is to provide frequent and accurate cost estimates by using TKE's detailed cost estimating database. In addition to using this database, TKE utilizes our considerable experience with Construction Management to assist in providing constructability reviews and cost estimating based on current information from our on-going projects. Finally, with the current economic climate, construction costs are widely varying. We will also discuss the project's elements with local contractors to

assure that we have the most current construction information available so that the City can get the most "bang for their buck".

### DETAILED WORK PLAN

TKE will provide design services in progressive 3 phases, 65%, 95% and 100% Level Completion. TKE's scope of services is presented in the following paragraphs:

#### TASK NO. 1. PROJECT MANAGEMENT

TKE's Project Manager will be responsible for the entire project team. He will attend all meetings, prepare agendas and corresponding meeting minutes together with collection of signatures for meeting attendees (sign-in sheets). He will meet with the City at appropriate times and will meet as needed with agencies, residents, property owners, and utilities in addition to the meetings presented below. He will also update the project budget and schedule prior to each City meeting for discussion with staff.

#### TASK NO. 2. INITIAL "KICK OFF" MEETING

Prior to commencement of services, TKE proposes to meet City staff to review project obligations and to discuss all project requirements in detail. In addition, we will discuss the project's scope of services and design schedules. We will also utilize this meeting to acquire the City's existing utility plans.

#### TASK NO. 3. RECORDS RESEARCH

We will thoroughly research existing utility records and acquire copies of all available records. The purpose of the records research is to assemble survey records to establish locations of street centerlines, street rights-of-way, and easements and determine locations of all existing utilities and improvements. The research will consist of assembling copies of Caltrans right-of-way maps, assessors' maps, tract maps, parcel maps, easement documents, monument ties, benchmark data, corner records, street and storm drain improvement plans, and utility drawings. We will request the City provide copies of available pertinent City records, such as survey ties, benchmarks, and street, and storm drain improvement plans.

We will notify Underground Service Alert to acquire a complete list of underground utility purveyors. The utility





drawings will include existing drawings from the City, and drawings and/or atlas maps from all private utility companies, and/or agencies. We will confer and coordinate with the following agencies as well as any additional agencies listed in the Underground Service Alert:

- Caltrans
- Riverside County Flood Control
- Telephone/Internet
- Riverside Public Utilities
  - Water
  - Sewer
  - Power

We will send first utility notice letters to all listed utility companies and agencies requesting their data. We will maintain copies of the letters and correspondence for future reference. We shall also provide the City with a complete copy of all correspondence with all utility companies.

#### TASK NO. 4. DESIGN SURVEYING

TKE will conduct a conventional design survey of the project area due to the level of detail needed for accessing ADA compliance of the curb ramps. Our field survey crews will locate existing street monuments and they will be denoted on the drawings. The crew will measure the horizontal angle, horizontal distance, and vertical elevation difference between monuments. We will complete a traverse for each survey to ensure closure. Elevations will be tied to existing City benchmarks. Our field survey crews will collect appropriate detail as required to prepare a topographic map for all intersections. Survey data will include trees, buildings, walkways, sidewalks, driveways, curbs, gutters, cross gutters, fire hydrants, water valves, manholes, water meters, signs, street lights, walls, and all other visible features. Our crews collect existing topography as needed to provide sufficient level of detail for precise design.

#### TASK NO. 5. BASE CONSTRUCTION DRAWINGS

We will prepare the base construction drawings on 24" by 36" sheets with the City's standard title block using AutoCAD 2020 software, at a drawing scale of 1"=40'. The base construction drawings will include a plan view details based on the accumulated conventional survey data. We

will add the sheet north arrow, graphic scale, existing improvements and utilities (based on both assembled records and field data), property lines, public and private right-of-way, easement areas, assessor parcel numbers, street centerline, street names, building locations, water service location; sewer manhole lids and water valve lids; cross gutters; driveways, pedestrian ramps; traffic stripes and legends; curb returns; details of private improvements, fences, gates, irrigation systems, mailboxes, trees and landscaping, and survey data to the drawings. Once the base drawing details are complete, we will perform a careful field review to ensure all underground facilities are shown correctly.

#### TASK NO. 6. 65% DESIGN

65% Design will include preparation of phased construction drawings, technical specifications, construction estimates, completed geotechnical report, environmental documents, and right-of-way documents and approvals.

Construction drawings will show proposed geometrics including locations of ramps. In addition, street grades will be shown. Proposed improvements will be designed in accordance with the City's current street design standards and specifications. The proposed improvements will be designed to minimize demolition and reconstruction.

For the drawings it is estimated, we will prepare 1 title sheet, 1 construction notes sheets, 3 demolition sheets, 2 traffic signal sheets, 5 curb ramp detail sheets, 10 cross-walk sheets, 4 signing and striping sheets, and necessary detail sheets.

The title sheet shall include the title of the job, a vicinity map showing the City in relationship to surrounding communities, a location map showing the project limits, construction notes, an index for the drawings, list of references on the City's standard title block.

The construction note sheets will show general construction notes, a list of abbreviations used, benchmark data, general notes, utilities with phone numbers, and project specific requirements.

The demolition sheets will show existing improvement demolition including limits of pavement removal, saw cutting locations and limits and concrete cross gutters and



curbs, if required. In addition, the plan will specify relocation of private improvements.

Traffic signal sheets will be prepared in accordance with City traffic standards and requirements. The sheets will be prepared at a 1"=20' scale and will show existing right-of-way, curb, gutter, sidewalk, existing utilities, and all proposed installation including poles, luminaires, loop or video placement and conduit placement. We will coordinate with and provide plans to Riverside Public Utilities to upgrade service connections.

The detail sheets shall include pertinent ramp details at 1"=10' scale.

The crosswalk and signing and striping sheets will include all required pavement markings, lane stripes and signage in accordance with the MUTCD, California supplement and all other applicable City requirements, for the project limits. The sheets will be prepared at 1"=40' scale and include full geometrical layouts at each intersection.

For the specifications, we will prepare bid schedule and special provision to be added to amend the City Standards Technical Provisions. The construction specifications will be prepared in Microsoft Word (2020 Version) format in accordance with City standards.

We will prepare quantity estimates for all proposed improvements prepared using an excel spreadsheet showing an itemized construction cost breakdown. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

65% Design (construction drawings, technical specifications, construction estimates, completed geotechnical report, environmental documents and right-of-way documents and approvals) will be submitted with a project summary memorandum together with an updated project schedule, utility contact matrix, stakeholder meeting summary, and internal plan review documentation.

#### TASK NO.7. COORDINATION WITH AGENCIES/UTILITIES

After 65% design is complete, plans will be sent to agencies having facilities in the project areas requesting that they verify their facilities are shown correctly and that they furnish any construction requirements they desire. We will highlight each agency's facilities and advise each of

potential conflicts and relocation requirements. We will request that they respond within two weeks and we will follow up with telephone calls to confirm all agency requirements have been incorporated. We will document all conferences with utilities and agencies and copy the City via e-mail.

#### TASK NO.8. 65% DESIGN REVIEW MEETING

After 65% design is complete, we will forward three (3) copies of the design to City for review. After City staff has completed their review, we will meet with staff to acquire comments. In addition, we will discuss potential right-of-way issues including temporary construction right-of-way, permitting requirements, critical utility interferences and verification desires.

#### TASK NO.9. 95% DESIGN

95% design will include incorporation of City comments, final design and signing and striping plans.

We will verify that the project will comply with ADA design requirements and that adequate drainage will be achieved.

95% Design will be submitted with a project summary memorandum together with updated project specifications and estimates.

#### TASK NO.10. 95% DESIGN REVIEW MEETING

After 95% design is complete, we will forward three (3) copies of the design to City for review. After City staff has completed their review, we will meet with staff to acquire comments. In addition, we will discuss potential right-of-way issues including temporary construction right-of-way, permitting requirements, critical utility interferences and verification desires.

#### TASK NO 11. FINAL COORDINATION WITH AGENCIES/UTILITIES

After the final drawings are approved by the City, we will again submit them to all agencies/utilities having underground facilities in the project area requesting that they verify their facilities are shown correctly and we will advise them of the project construction schedule and relocation requirements. In addition, we will coordinate final relocation construction prior to project bidding. We



will document all meetings and conferences with utilities and agencies.

#### TASK NO 12. 100% DESIGN

Final design will include incorporation of City comments on revised plans, specifications and estimates. Final Design will be submitted with a project summary memorandum together with an updated project schedule and cost estimate.

### ORGANIZATION

For project organization, please refer to the beginning of Section E | Company Personnel for the organizational chart.

### STAFFING

TKE has the ability to perform the work required with respect to personnel availability and responsibility for the engineering design plan preparation services for the Riverside Civil Rights Walk Project. TKE has the resources available to complete the required work.



## SECTION C | PROJECT DELIVERY SCHEDULE

TKE has two unique advantages associated with the experience of TKE's project team. One benefit of TKE's project team is our extremely low internal turnover rate. As a result of our rigorous interview and testing procedures, coupled with our extremely high employee satisfaction rates, TKE staff has years of experience working together. The close relationships each of our staff members have with one another, provide the City with an extremely well rounded and experienced team. As such, TKE's project team experience directly correlates with TKE's firm experience described below.

The second benefit of TKE's project team is our internal training procedures. TKE has strived to develop techniques that reach outside the box and develop well rounded individuals committed to providing high quality, efficient services to meet all of our clients' needs. TKE trains our staff on every facet of engineering design and construction to provide a level of knowledge that can identify problems in every phase of a project, from planning through construction.

It is this commitment to service and diverse array of offerings that makes us unique and drives our long-standing relationships with our client base. Understanding that all aspects of civil engineering are important to ensure the City's interests are protected and project schedules are met, our team brings TKE management level professionals to projects ensuring that every aspect receives full and comprehensive consideration. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of services requested from TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all services on schedule and within specified budget. TKE is committed to responding to our clients' needs as they arise.

### PROACTIVE SCHEDULING

TKE's corporate structure guarantees that the principals of the firm will be intricately involved with all aspects of the project which translates to effective communication and project stability for the City. TKE's principals and support staff are highly qualified in managing all sizes and types of

projects and have a proven track record of successfully delivering even the most challenging projects. Our construction management staff utilize a matrix listing upcoming events, required permits, action items and prerequisite tasks that need to be accomplished in order to keep the project moving forward on schedule. Each week at the construction progress review meetings all action items are reviewed to ensure accountability is taken towards completing each task on schedule.

### WORKLOAD

TKE currently provides similar services to the City and to other clients; however, as can be verified by our references, TKE effectively meets the needs of our clients. If selected, TKE is committed to meeting all of the City's needs. TKE's local service approach ensures that the City's needs will be met and TKE will constantly exceed the City's expectations. TKE maintains state of the art conferencing and communications equipment. We are fully capable of hosting multi-participant meetings including video conferencing. TKE, with its current clients, already utilizes similar tools including clients' ability to view host computer screens for document development and review.

### RESOURCES

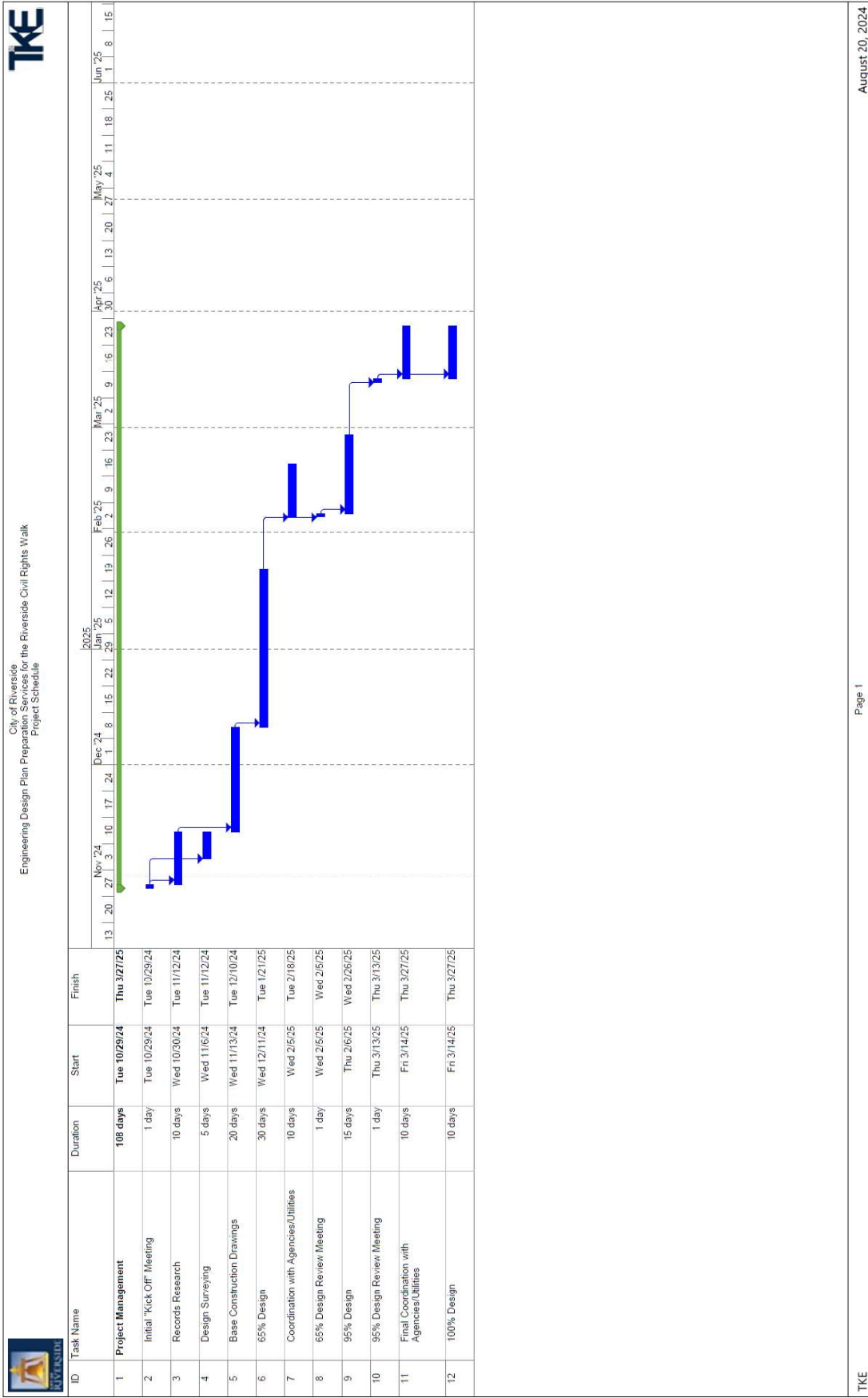
TKE developed techniques that reach outside the box and develop well rounded individuals committed to providing high quality, efficient services to keep projects on schedule. TKE trains our staff on every facet of engineering design to provide a level of knowledge that can identify problems in every phase of the project and ensure quick and timely corrections to all unexpected issues. It is this commitment to service and diverse array of offerings that makes us unique and drives our long-standing relationships with our client base. Understanding that all aspects of civil engineering are important to ensure the City's interests are protected, our team brings TKE management level professionals to projects ensuring that every aspect receives full and comprehensive consideration. It is this personal touch and contact that define our 'local service' approach. We consider ourselves community builders and take ownership of services requested from TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all services on schedule and within specified budget.



TKE is aware of the City's need to complete projects on schedule. We are committed to providing services as requested in the RFP to ensure the project is completed on schedule. TKE's proactive management approach ensures we rarely experience 'crisis' project delivery needs. When requested by a client, TKE will add resources, commit extended work hours, develop an efficient implementation plan and other efforts as needed to bring the project back on schedule at no charge to the City.



PROPOSED PROJECT DELIVERY SCHEDULE



City of Riverside  
Engineering Design Plan Preparation Services for the Riverside Civil Rights Walk  
Project Schedule



**EXHIBIT "B"**  
**COMPENSATION**

**SECTION H | PRICING**

Per the RFP requirements, the fee proposal should be uploaded as a separate file onto the City's PlantBids Vendor Portal; however, only one slot is available in PlanetBids for uploading only one file. Therefore, TKE's fee schedule is included below.

| City of Riverside   |  |                 |           |                  |           |                  |           |                 |          |  |           |                    |           |          |          |             |   |            |
|---|--|-----------------|-----------|------------------|-----------|------------------|-----------|-----------------|----------|--|-----------|--------------------|-----------|----------|----------|-------------|---|------------|
| Engineering Design Plan Preparation Services for the Riverside Civil Rights Walk (RFP No. 2363) |  |                 |           |                  |           |                  |           |                 |          |  |           |                    |           |          |          |             |   |            |
| Fee Schedule Breakdown  |  |                 |           |                  |           |                  |           |                 |          |  |           |                    |           |          |          |             |   |            |
| Task No.  | Task                                       | Project Manager |           | Project Engineer |           | Traffic Engineer |           | Senior Surveyor |          | Assistant Project Manager/Associate Engineer |           | Assistant Engineer |           | Clerical |          | Survey Crew |   | Total      |
|   |  | Hours           | \$        | Hours            | \$        | Hours            | \$        | Hours           | \$       | Hours  | \$        | Hours              | \$        | Hours    | \$       | Hours       | \$                                      |            |
| <b>Civil Rights Walk</b>  |  |                 |           |                  |           |                  |           |                 |          |  |           |                    |           |          |          |             |   |            |
| 1.  | Project Management                         | 40.0            | \$ 7,000  | 8.0              | \$ 1,320  | 6.0              | \$ 990    | 2.0             | \$ 350   | 8.0  | \$ 1,240  | 12.0               | \$ 1,740  | 20.0     | \$ 1,800 |             | \$ -                                    | \$ 14,440  |
| 2.  | Initial "Kick Off" Meeting                 | 4.0             | \$ 700    | 2.0              | \$ 330    |                  | \$ -      |                 | \$ -     | 2.0  | \$ 310    |                    | \$ -      | 2.0      | \$ 180   |             | \$ -                                    | \$ 1,520   |
| 3.  | Records Research                           |                 | \$ -      | 2.0              | \$ 330    |                  | \$ -      | 2.0             | \$ 350   | 2.0  | \$ 310    | 8.0                | \$ 720    | 8.0      | \$ 720   |             | \$ -                                    | \$ 2,430   |
| 4.  | Design Surveying                           | 2.0             | \$ 350    | 6.0              | \$ 990    |                  | \$ -      | 16.0            | \$ 2,800 |  | \$ -      |                    | \$ -      |          | \$ -     | 55.0        | \$ 14,025                               | \$ 18,165  |
| 5.  | Base Construction Drawings                 | 16.0            | \$ 2,800  | 56.0             | \$ 9,240  |                  | \$ -      | 6.0             | \$ 1,050 | 112.0  | \$ 17,360 | 140.0              | \$ 12,600 |          | \$ -     | 14.0        | \$ 3,570                                | \$ 46,620  |
| 6.  | 65% Design                                 | 10.0            | \$ 1,750  | 24.0             | \$ 3,960  | 40.0             | \$ 6,600  |                 | \$ -     | 100.0  | \$ 15,500 | 120.0              | \$ 10,800 | 42.0     | \$ 3,780 |             | \$ -                                    | \$ 42,390  |
| 7.  | Coordination with Agencies/Utilities       | 2.0             | \$ 350    | 2.0              | \$ 330    |                  | \$ -      | 4.0             | \$ 620   | 4.0  | \$ 620    | 4.0                | \$ 360    | 2.0      | \$ 180   |             | \$ -                                    | \$ 1,840   |
| 8.  | 65% Design Review Meeting                  | 2.0             | \$ 350    | 2.0              | \$ 330    |                  | \$ -      |                 | \$ -     | 2.0  | \$ 310    |                    | \$ -      | 1.0      | \$ 90    |             | \$ -                                    | \$ 1,080   |
| 9.  | 95% Design                                 | 12.0            | \$ 2,100  | 24.0             | \$ 3,960  | 16.0             | \$ 2,640  |                 | \$ -     | 80.0   | \$ 12,400 | 100.0              | \$ 9,000  | 21.0     | \$ 1,890 |             | \$ -                                    | \$ 31,990  |
| 10.   | 95% Design Review Meeting                  | 2.0             | \$ 350    | 2.0              | \$ 330    |                  | \$ -      | 2.0             | \$ 310   |  | \$ -      | 4.0                | \$ 360    | 1.0      | \$ 90    |             | \$ -                                    | \$ 1,080   |
| 11.   | Final Coordination with Agencies/Utilities | 2.0             | \$ 350    | 2.0              | \$ 330    |                  | \$ -      | 4.0             | \$ 620   | 4.0  | \$ 620    | 4.0                | \$ 360    | 2.0      | \$ 180   |             | \$ -                                    | \$ 1,840   |
| 12.   | 100% Design                                | 8.0             | \$ 1,400  | 8.0              | \$ 1,320  | 8.0              | \$ 1,320  |                 | \$ -     | 40.0   | \$ 6,200  | 60.0               | \$ 5,400  | 12.0     | \$ 1,080 |             | \$ -                                    | \$ 16,720  |
| <b>Subtotal:</b>  |  | 60              | \$ 17,500 | 130              | \$ 22,770 | 70               | \$ 11,550 | 24              | \$ 4,550 | 348  | \$ 55,180 | 436                | \$ 40,980 | 91       | \$ 9,990 | 69          | \$ 17,595                               | \$ 180,115 |
|   |  |                 |           |                  |           |                  |           |                 |          |  |           |                    |           |          |          |             | <b>Reimbursables (@3%<sup>1</sup>):</b> | \$ 5,410   |
|   |  |                 |           |                  |           |                  |           |                 |          |  |           |                    |           |          |          |             | <b>Project Total:</b>                   | \$ 185,525 |

**Rates:**  
 Project Manager \$ 175 /HR  
 Project Engineer \$ 165 /HR  
 Traffic Engineer \$ 165 /HR  
 Senior Surveyor \$ 175 /HR  
 Assistant Project Manager/Associate Engineer \$ 155 /HR  
 Assistant Engineer \$ 145 /HR  
 Clerical \$ 90 /HR  
 2-Man Survey Crew \$ 255 /HR

**Notes:**  
 1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.

**TKE Engineering, Inc.**



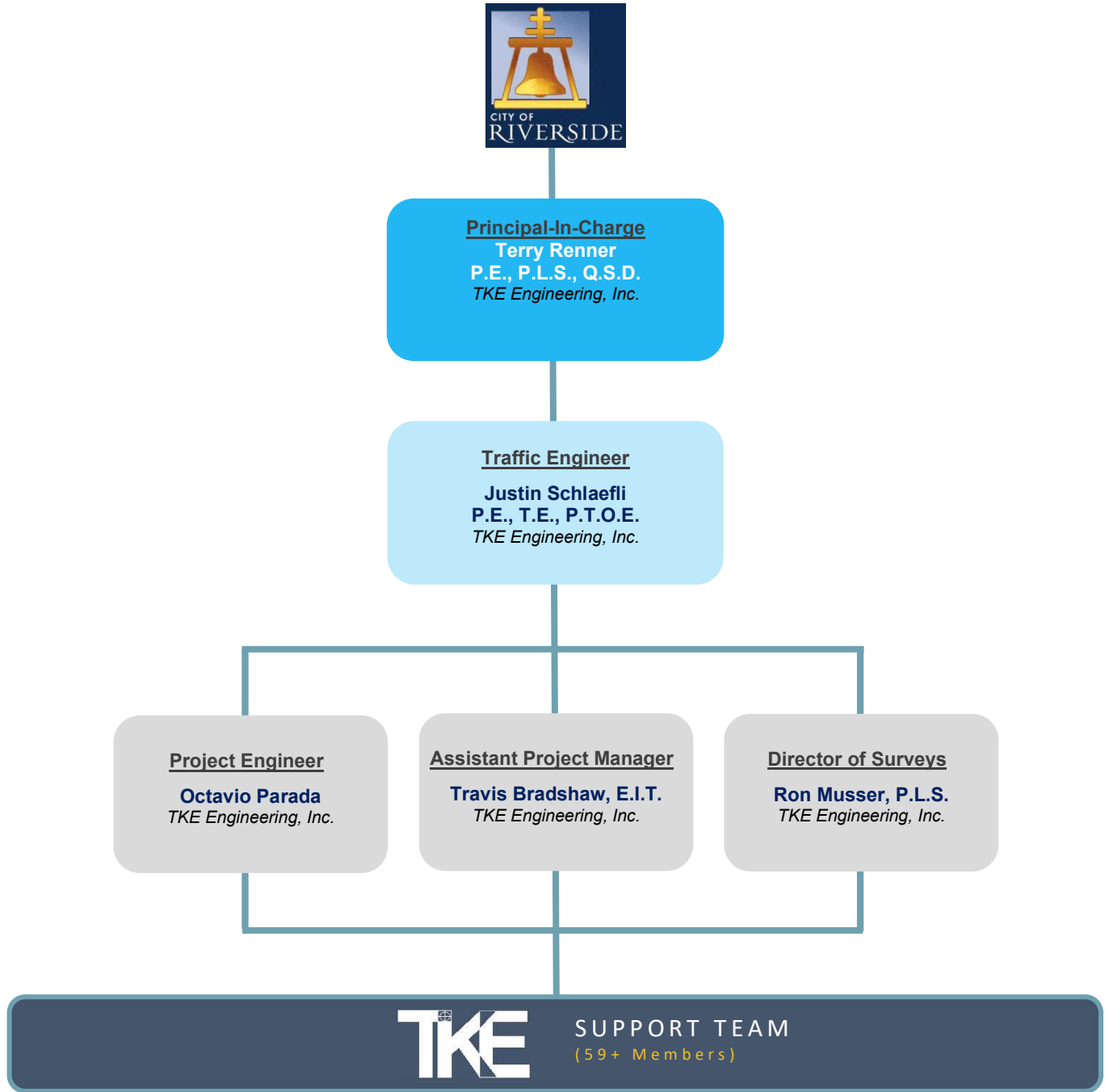


**EXHIBIT "C"**

**KEY PERSONNEL**

SECTION E | COMPANY PERSONNEL

ORGANIZATIONAL CHART



Subconsultants:



**Aragon Geotechnical**  
Geotechnical Services



**C Below**  
Potholing Services



## RESUMES



**TERRY RENNER**  
**P.E., P.L.S., Q.S.D.**  
**Principal-In-Charge**  
 TKE Engineering, Inc.  
 Office: (951) 680-0440

**EDUCATION**

B.S, Civil Engineering, California State Polytechnic University, Pomona

**CERTIFICATIONS**

Caltrans SWPPP Certified QSP/QSD Training

**REGISTRATIONS**

P.E. License Number 69984 (CA)

P.L.S. License Number 9762 (CA)

Qualified SWPPP Developer and Practitioner Number 24329 (CA)

**AFFILIATIONS**

Riverside-San Bernardino Counties Branch,  
 American Society of Civil Engineers

American Public Works Association

American Council of Engineering  
 Companies of California

Mr. Renner is the Senior Vice President of TKE and has 24 years of experience in civil engineering transportation improvements, traffic signal improvements, infrastructure projects, including pavement rehabilitation strategies, pavement deterioration analysis, drainage improvements, sewer and water improvements, facilities improvements and recreation improvements. He has managed numerous projects and has delivered projects for Riverside and San Bernardino Counties as well as Cities of Coachella, Fontana, Upland, Riverside, Redlands, Rialto, Calimesa, Colton, El Monte, Moreno Valley and Corona. As a project manager, Mr. Renner has been responsible for field analysis of pavement deterioration, design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

**DETAILED PROJECT EXPERIENCE**

- **ATP Cycle 2 Safe Routes to School – Fontana Avenue and Arrow Boulevard Project, City of Fontana-** Mr. Renner was the Principal-In-Charge for design of the Active Transportation Program, Cycle 2 project. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **ATP Cycle 3 Safe Route to School Pedestrian Improvements Project, City of Fontana –** Mr. Renner served as the Project Manager for the ATP Cycle 3 Safe Route to School Pedestrian Improvements Project. TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **Safe Route to Schools Cycle 10 (SR2S), City of Coachella-** Mr. Renner was the Principal-In-Charge for design, surveying, environmental compliance services, utility coordination, right-of-engineering, and construction assistance management for the design and construction of Class I and II Bicycle lanes, crosswalks, signs advanced stop/yield bars, ADA curb ramps, median islands, crossing islands and in-ground and overhead rapid flashing beacons across the City.
- **Calimesa Citywide Pavement Rehabilitation Project, City of Calimesa-** Mr. Renner was the Principal-In-Charge for design of pavement rehabilitation for 12 residential and arterial streets throughout the City of Calimesa. The project



included more than 400,000 square feet of full depth removal and replacement, grind and overlay along with replacement of damaged cross gutters, spandrels, curb, driveways and curb access ramps.

- **3rd Place Sidewalk and Roadway Safety Improvements Project, Riverside County Transportation Department, City of Blythe** - Mr. Renner served as the Principal In Charge responsible for providing design engineering services for the Active Transportation Program Safe Routes to Felix J. Appleby Elementary School project for the County of Riverside Transportation Department and the City of Blythe. This project consists of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of the roadway pavement, curb and gutter, sidewalk, grading of drainage/irrigation ditch, crosswalks, ADA curb ramps, signing and striping along 3rd Place from East Vernon Avenue to East 14th Avenue. Services included design, utility conflict coordination, and construction assistance.
- **Camino Aventura Sidewalk Safety Improvements Project, Riverside County Transportation Department, Community of Desert Hot Springs** - Mr. Renner served as the Principal-In-Charge responsible for providing design engineering services for the Active Transportation Program Safe Routes to Bubbling Wells Elementary School project for the County of Riverside Transportation Department in the Community of Desert Hot Springs. This project consists of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of the roadway pavement, curb and gutter, sidewalk, crosswalks, ADA curb ramps, signing and striping along Camino Aventura from Avenida Descanso to Bubbling Wells Road. Services included design, utility conflict coordination, and construction assistance.
- **ATP Cycle 1 Safe Routes to Calimesa and Wildwood Elementary Schools Project, City of Yucaipa/Calimesa** - Mr. Renner was the Principal-In-Charge for design of the Active Transportation Program, Cycle 1 project. This project consists of the preparation of full construction documents including environmental compliance documents, right-of-way acquisition, plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of the Bicycle lanes, curb and gutter, sidewalk, crosswalks, ADA curb ramps, signing and striping along Avenue 'H' from 3rd Street to Holmes Street and along County Line Road between 3rd Street and California Street.
- **CDBG Citywide Pavement Rehabilitation Project, City of El Monte** - Mr. Renner was the Principal-In-Charge for design of pavement rehabilitation of residential, local, collector and arterial streets throughout the City of El Monte. The project included more than 480,000 square feet of Asphalt-Rubber Cape Seal and 560,000 square feet of Type II Rubberized Emulsion Aggregate Slurry Seal improvements.



## JUSTIN SCHLAEFLI P.E., T.E., P.T.O.E.

**Traffic Engineer**

TKE Engineering, Inc.

Office: (951) 680-0440

### EDUCATION

Bachelor of Science, Civil Engineering, San Diego State University

Master Of Civil Engineering, Norwich University

### CERTIFICATIONS

P.E. License Number 74670 (CA)

T.E. License Number 2564 (CA)

### REGISTRATIONS

Professional Traffic Operations Engineer  
IMSA Level II Signal Technician — Field  
Certified Fiber Optic Technician

### AFFILIATIONS

Former Second Vice President, San Diego  
Highway Development Association

Member National Academy of Sciences,  
Transportation Research Board

Member, Institute of Transportation  
Engineers

Vice President of Professional

Development, San Diego State University  
Alumni Board of Advisors

Adjunct Faculty, San Diego State University

Mr. Justin has nearly over 24 years of experience in the transportation field. He is responsible for managing projects on a day-to-day basis as well as interfacing with other project team members and decision makers/ government staff and Contractors. He specializes in Intelligent Transportation Systems, Transportation Planning, Construction, Signal Maintenance, Traffic Engineering and Traffic Operations. He has experience working on both public sector projects as well as private sector development. His experience ranges from construction management and inspection to operations and maintenance. He also has experience conducting traffic studies, specialized access analysis, parking studies, trip generation studies, traffic micro-simulation, signal operations, signal timing, traffic control and design/build of ITS solutions. In addition, Justin has served as a subject matter expert in court, for the State of California and for vendors in the transportation industry.

### DETAILED PROJECT EXPERIENCE

- **Safe Routes to School Cycle 10, City of Coachella, CA** -Mr. Schlaefli served as the Traffic Engineer. TKE is providing design engineering services for the Cycle 10 Safe Routes to Schools project for the City of Coachella. This project consists of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of the Class I and II Bicycle lanes, crosswalks, signs advanced stop/yield bars, ADA curb ramps, median islands, crossing islands and in-ground and overhead rapid flashing beacons.
- **ATP Cycle 3 Safe Routes to School Pedestrian Improvement Projects, City of Fontana, CA** – Mr. Schlaefli served as the Traffic Engineer. TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **Sierra Avenue Widening Project, City of Fontana, CA** – Mr. Schlaefli served as the Traffic Engineer. The Sierra Avenue widening improvements project is located in the City of Fontana north of Interstate 10 Freeway between Foothill Boulevard and Baseline Road. The project is approximately 1 mile of widening for the City's primary north-south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. The project also includes right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. TKE represents the City with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.





## OCTAVIO PARADA

### Project Engineer

TKE Engineering, Inc.

Office: (951) 680-0440

#### EDUCATION

B.S., Autonomous University of Baja California, Mexico (UABC)

#### CERTIFICATIONS

Traffic Engineering For Highways, Secretary of Transport and Communications (SCT-Mexico)

CAD Pilot Boot Camp for Civil 3D, CVIS

Mr. Parada has over 24 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Octavio has accumulated extensive experience in planning, designing and project completion for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, drainage improvements, grading plans and computerized system modeling for drainage master plans. Finally, Octavio has worked in the private sector for commercial and industrial development as technical director managing projects from the conceptual stage, through planning, designing, bidding, construction, and project completion under project specifications and exceeding client expectations.

#### DETAILED PROJECT EXPERIENCE

- ATP Cycle 2 Safe Routes to School – Fontana Avenue and Arrow Boulevard Project, City of Fontana** – Mr. Parada served as the Project Engineer for design of the Active Transportation Program, Cycle 2 project. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- ATP Cycle 3 Safe Route to School Pedestrian Improvements Project, City of Fontana** – Mr. Parada served as the Project Engineer for this project. TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard, which consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- CDBG Citywide Pavement Rehabilitation Project, City of El Monte, CA** – Mr. Parada was the project engineer for the design of pavement rehabilitation of residential, local, collector and arterial streets throughout the City. The project included more than 480,000 square feet of Asphalt-Rubber Cape Seal and 560,000 square feet of Type II Rubberized Emulsion Aggregate Slurry Seal.
- CDBG Street Improvement Project, City of El Monte, CA** - Mr. Ledbetter was a project engineer for design of CDBG funded pavement rehabilitation on Klingerman Street, Strozier Avenue and Fern Street for the City of El Monte. This project consists of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of the pavement rehabilitation, curb, gutter, sidewalk, ADA curb ramps, and striping replacement.





## TRAVIS BRADSHAW

### E.I.T.

#### Assistant Project Manager

TKE Engineering, Inc.

Office: (951) 680-0440

#### EDUCATION

B.S., Civil Engineering, San Diego State University

#### CERTIFICATIONS

E.I.T. License Number 178961 (CA)

As an Assistant Project Manager, Mr. Bradshaw has been responsible for assistance in construction management, utility coordination, review of construction submittals and request for information responses, progress payments, change orders review, preparation of construction cost estimate and project specifications. Mr. Bradshaw experience includes coordination with Caltrans Local Assistance including processing approvals for preliminary engineering, right-of-way, utility relocation, and construction. He has been responsible preparing and submitting Award Packages and Final Reports of expenditures as well as processing invoices.

#### DETAILED PROJECT EXPERIENCE

- **Sierra Avenue Widening Project, City of Fontana** – Mr. Bradshaw is the Assistant Project Manager for the City of Fontana’s Sierra Avenue Street Widening project from Foothill Boulevard to Baseline Avenue. The Project consists of approximately 1 mile of street improvements including construction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, and driveway approaches; construction of catch basins and storm drains; undergrounding of overhead utilities; construction of sewer main and laterals; raising of various utility manholes/valves; traffic signal modifications; and installation of traffic signing and striping. Services include value engineering, utility company coordination, construction management, inspection, and coordination with property owners/residents.
- **I-10 Cherry Valley Interchange Improvement Management, City of Calimesa, CA** - Mr. Bradshaw served as Assistant Project Manager. TKE provides project management services for the City for the Cherry Valley Interchange including review and oversight of the Project Study Report (PSR or Project Initiation Document – PID) prepared by the County of Riverside and the consulting engineering firm, coordination with all stake holders including adjacent private developments, preparation/review of cooperation and funding agreements between stake holders. The PSR provides new interchange alternatives and preliminary geometric layouts that includes the City’s preferred interchange alternative and other viable interchange alternatives along with initial traffic data, storm water data, and environmental data. Construction of a new interchange is vital to the City to increase capacity and functionality for the Cherry Valley Boulevard on/off-ramps to support the current/future traffic demand. The project is moving into the Project Approval and Environmental Document phase and is expected to begin construction in 2022.
- **On Call Engineering Services, City of Calimesa** – Mr. Bradshaw serves as an Associate Engineer for the City of Calimesa Engineering Department, assisting the City Engineer with ongoing projects and weekly tasks. Mr. Bradshaw has assisted in preparing grant applications, performing entitlement reviews, preparing development project conditions of approval, determining project impacts, plan review for permit issue, coordination with Caltrans for interchange improvements and coordination with Developers for construction of City improvement projects.
- **On Call Engineering Services, City of Hesperia** – TKE provides on-call civil engineering services to the City, including City Engineer. TKE managed more than \$20 million in public improvement projects. Mr. Bradshaw has helped to prepare material for grant applications, and preliminary cost estimates. He was also involved in the City Wastewater Treatment Plant and sewer/recycled water conveyance system Investigation.





## RON MUSSER, P.L.S

### Director of Surveys

TKE Engineering, Inc.

Office: (951) 680-0440

#### CERTIFICATIONS

P.L.S. License Number 4230 (CA)

#### AFFILIATIONS

American Council of Engineering  
Companies of California

Mr. Musser has nearly 53 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 10 years. In addition, he has prepared records of survey, parcel maps and tract maps in the Counties of Riverside, San Bernardino, San Diego, Orange and Los Angeles. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides map checking services to the cities of Calimesa, Upland, Azusa, Pico Rivera and El Monte.

#### DETAILED PROJECT EXPERIENCE

- ATP Cycle 2 Safe Routes to School – Fontana Avenue and Arrow Boulevard Project, City of Fontana** – Mr. Musser was the Senior Surveyor for design of this project that consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- ATP Cycle 3 Safe Routes to School Pedestrian Improvement Projects, City of Fontana, CA** – Mr. Musser served as the Director of Surveys. TKE provided design engineering services for this project funded through ATP Cycle 2 for the City of Fontana for Fontana Avenue and Arrow Boulevard. This project consisted of the preparation of full construction documents including plans, technical specifications, PS&E and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. It included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- Calimesa Citywide Pavement Rehabilitation Project, City of Calimesa, CA** – Mr. Musser served as the Director of Surveys. The citywide pavement rehabilitation project included various pavement rehabilitation strategies for 12 residential and arterial streets throughout the City of Calimesa. The project included more than 400,000 square feet of full depth removal and replacement, grind and overlay along with replacement of damaged cross gutters, spandrels, curb, driveways and curb access ramps. The project also included coordination with Caltrans to obtain a permit for construction within the State right-of-way for repaving the Sandalwood overcrossing of the Interstate 10 Freeway.
- On-Call Survey and Map Checking Services, City of Calimesa, CA** – Mr. Musser provides on-call map checking services to the City of Calimesa. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the city. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.

