

[Attachment 6-3 PSA TKE Engineering, Inc.pdf](#)

[Attachment 6-3 PSA TKE Engineering, Inc. Exhibit A-Scope of Services.pdf](#)

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**PROFESSIONAL SERVICES AGREEMENT**  
**FOR “ON-CALL” CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING SERVICES**

**BETWEEN THE CITY OF RIALTO**

**AND**

**TKE ENGINEERING, INC**

THIS PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 11th day of June, 2019 by and between the City of Rialto, a municipal corporation (“City”), and TKE Engineering, Inc. (“Consultant”). City and Consultant are sometimes individually referred to as “Party” or collectively as “Parties”.

**RECITALS**

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state,

and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## 1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work or Consultant's accepted bid proposal ("Accepted Bid"). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

## 1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

## 1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

## 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

## 1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

## 1.7 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

## 1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

## 1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it

accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

#### 1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

### **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

#### 2.1 Contract Sum.

City and Consultant hereby acknowledge and agree that the scope of services required by this Agreement is subject to fluctuation due to factors controlling the pace of development within the City of Rialto beyond City's control; and no guarantee of the volume of Construction Management, Inspection and Materials Testing Services required of Consultant under the terms of this Agreement is made by the City. The annual level of Construction Management, Inspection and Materials Testing Services activities or related services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the unknown volume of Construction Management, Inspection and Materials Testing Services required hereunder, City and Consultant hereby acknowledge and agree that there shall be no specific "Maximum Contract Sum." In acknowledgement of the unknown volume of Construction Management, Inspection and Materials Testing Services required hereunder, City and Consultant hereby acknowledge and agree that the "Maximum Contract Sum" will be limited to the budget established by the City Council and the total collective sum of individual Purchase Orders issued to Consultant pursuant to and during the term of this Agreement. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference.

#### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

### 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

### 2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

### 2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

### 3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

### 3.4 Term.

The term of this Agreement shall commence on July 1, 2019. Unless earlier terminated under the terms of this Agreement, this Agreement shall continue in full force and effect until July 1, 2022. At the sole discretion of the City, upon written notice to Consultant, the term of this Agreement may be extended for two additional one-year terms. Said notice shall be delivered prior to July 1, 2022, for the initial one-year extension (if granted); and prior to July 1, 2023, for the final one-year extension (if granted).

## **ARTICLE 4. COORDINATION OF WORK**

### 4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Name</u>	<u>Title</u>
Terry Renner, P.E., Q.S.D.	Vice President

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

#### 4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### 4.3 Contract Officer.

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### 5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of

Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### 5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

#### 5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### 6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have

access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

## 6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## 6.4 Confidentiality and Release of Information.

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

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the

work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

### **7.2 Disputes; Default.**

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

### 7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

### 7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

### 7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

### 7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written

notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

#### 7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### 7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### 8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

## 8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

## 8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

## 8.4 Unauthorized Aliens.

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

and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Facilities and Equipment.**

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

### **9.2 Payment of Taxes.**

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

### **9.3 Notices.**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City:                   City of Rialto  
                                      150 S. Palm Ave.  
                                      Rialto, CA 92376  
                                      Attn: City Administrator  
                                      Tel: (909) 820-2525  
                                      Fax: (909) 820-2527

With copy to:               Aleshire & Wynder, LLP  
                                      18881 Von Karman Ave., Suite 1700  
                                      Irvine, CA 92612

Attn: Fred Galante, City Attorney  
Tel: (949) 223-1170  
Fax: (949) 223-1180

If to Consultant: TKE Engineering, Inc.  
2305 Chicago Avenue  
Riverside, CA 92507  
Tel: (951) 680-0440  
Fax: (951) 680-0490

Either Party may change its address by notifying the other Party of the change of address in writing.

#### 9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### 9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### 9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### 9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.



9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

***[SIGNATURES ON FOLLOWING PAGE]***

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

**CITY:**

CITY OF RIALTO, a municipal corporation

By: \_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Fred Galante, City Attorney

**CONSULTANT:**

**TKE ENGINEERING, INC.**

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

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

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

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

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

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

**Two signatures are required if a corporation.**

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
  - A. See Attached
  - B.
  - C.
  
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A.
  - B.
  - C.
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
  - A.
  - B.
  - C.
  
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
  
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A.
  - B.
  - C.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Standard Language)**

**N/A**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks at the following rates:**

**RATE TIME SUB-BUDGET**

<b>A. See Attached</b>	_____	_____	_____
<b>B.</b>	_____	_____	_____
<b>C.</b>	_____	_____	_____
<b>D.</b>	_____	_____	_____

**II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

**IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. **Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.**
- II. **Consultant shall deliver the following tangible work products to the City by the following dates.**
  - A. **N/A**
  - B.
  - C.
- III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

# REQUEST for PROPOSAL

#19-057 FOR CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING SERVICES FOR VARIOUS CAPITAL IMPROVEMENT AND LAND DEVELOPMENT PROJECTS

for:

**CITY OF RIALTO**  
PUBLIC WORKS DEPARTMENT  
335 W. RIALTO AVE.  
RIALTO, CA 92376  
ATTN: ROBERT G. EISENBEISZ  
PUBLIC WORKS DIRECTOR/  
CITY ENGINEER



**January 3, 2019**

Prepared by:



2305 Chicago Avenue  
Riverside, California 92507  
(951) 680-0440

www.TKEengineering.com



January 3, 2018

Mr. Robert G. Eisenbeisz  
Public Works Director/City Engineer  
**CITY OF RIALTO**  
Engineering Division, Public Works  
335 W. Rialto Avenue  
Rialto, CA 92376

**Subject: RFP No. 19-057 On-Call Construction Management, Inspection and Materials Testing Services**

Dear Mr. Eisenbeisz:

Thank you for the opportunity to present this material outlining TKE Engineering, Inc.'s (TKE) qualifications. Enclosed herein is a comprehensive proposal depicting our qualifications and abilities to provide turnkey professional engineering, construction management, inspection and materials testing services to the City of Rialto (City) for the Construction Management, Inspection and Materials Testing Services.

**A. Our Commitment** – TKE is committed to providing high quality, efficient services to meet all of the City's needs. Prior to beginning any services, TKE will meet to discuss project requirements and scheduling needs. Our Construction Manager and inspectors will be in contact with City staff on a daily basis to ensure that the project is progressing on schedule and within the allocated budget. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of projects assigned to TKE, ensuring that our personnel will be allocated on an as needed basis.

Our broad array of services and team provide the City a trusted consultant to turn to for this project. We pride ourselves in the management and completion of special, atypical projects and thrive on challenging budgets and deadlines. It is this commitment to service and diverse array of offerings that makes us unique and drives our long-standing relationship with our client base and it is these qualities that make us "the right fit" for the City of Rialto.

**B. Our Value** – TKE's management team and staff are fundamentally committed to creating value in each task that we perform. As such, we have created a professional culture wherein each member of our staff constantly strives for increased efficiency, ultimately allowing us to provide highly professional services at competitive rates. Our culture of constant value creation and increased efficiencies ensures that the services contracted to and provided by TKE will always mean good stewardship of public resources.

**C. Contact Person** – Terry Renner, P.E., Q.S.D., TKE's Vice President, will be the contact person during the proposal evaluation period and can be reached by phone at (951) 680-0440 or by email at [trenner@tkeengineering.com](mailto:trenner@tkeengineering.com). Mr. Renner will also act as TKE's Project/Construction Manager and will be in direct contact with the contractor, inspector, and City staff each day to ensure the project is progressing efficiently. Mr. Renner began working with the City of Rialto in 2001 and since that time he has managed design, survey, construction, and inspection services for thirteen City projects including street widening, street improvements, traffic signals, pavement rehabilitation, private improvement restoration, and drainage, culvert and channel improvements. Mr. Renner also assisted the

City with the preparation of the City of Rialto's Standard Drawings and provided consulting staff augmentation to the City between 2005 and 2007.

- D. Project Team** – Our in-house team is comprised of engineers who are experts in completing construction management, inspection & materials testing services for these types of projects. In the recent project experience section of our proposal, we provide a detailed description of a few recent projects that we have successfully delivered to our municipal partners. Because of our current and past relevant experience, our team already has a solid understanding of the City's procedures, policies and requirements. Our team is familiar with the City and project locations to help identify and analyze the critical factors associated with this project to begin to develop solutions. As we utilize our knowledge of the City's standards and specifications, these advantages eliminate the need for the City to waste time bringing our staff up to speed and ensure that we will work quickly with your staff to create an efficient and fluid work atmosphere, ultimately translating to savings of cost and time to this project.
- E. Proposal Validity** – TKE's proposal shall remain valid for a period of 120 days from the date of submittal.
- F. Authorization** – TKE's project is signed by a principal of the firm who is authorized to bind TKE to the terms of the proposal.
- G. Acknowledgement** – I have read, understood, and agree to all statements in this request for proposal. I am in receipt and acknowledge all addendums.

Thank you for your consideration. If you have any questions, please call me at (951) 680-0440 and/or e-mail me at [trenner@tkeengineering.com](mailto:trenner@tkeengineering.com).

Sincerely,



Terry Renner, P.E., Q.S.D.

Vice President

**TKE Engineering, Inc.**

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## CONTACT INFORMATION

Prepared for:



City of Rialto

Engineering Division, Public Works  
335 W. Rialto Avenue  
Rialto, CA 92376  
**Contact:** Robert G. Eisenbeisz  
Public Works Director/City Engineer  
**Phone:** (909) 421-7210  
**E-mail:** [publicworks@rialto.ca.gov](mailto:publicworks@rialto.ca.gov)

Prepared by:



TKE Engineering, Inc.

2305 Chicago Avenue  
Riverside, CA 92507  
**Contact:** Terry M. Renner, P.E., Q.S.D.  
Vice President  
**Phone:** (951) 680-0440  
**E-mail:** [trenner@tkeengineering.com](mailto:trenner@tkeengineering.com)

# SECTION A: PROJECT UNDERSTANDING AND SCOPE OF SERVICES

## SECTION A.1

### PROJECT UNDERSTANDING

The City of Rialto (City) desires to retain qualified professional engineering firms to provide on-call professional services for construction management, inspection, and materials testing for various Capital Improvement and Land Development projects. TKE Engineering, Inc. (TKE) understands that these projects will consist of various funding sources, including DIF, local, state, and federal funding.

• • •  
Protection of City interests throughout every phase of construction is our primary goal.  
• • •

The City desires a consultant that will be responsible for providing construction management services, overseeing all aspects of project inspection, and providing as-needed materials testing to ensure projects are constructed to the requirements and specifications of the project construction documents and to ensure the City's interests are protected at all times. TKE is aware that the scope of work includes, but is not limited to:

- Construction Management, Inspection, and Materials Testing for Civil and Traffic Engineering Capital Improvement Projects
- Preparation of Construction Daily Reports, Photo Logs, and Completed Quantities
- Quantity Verification and Preparation of Monthly Constructed Quantity Forms
- Preparation of Required State / Federal Forms
- As-needed Materials Testing per City Quality Assurance Program (QAP)
- Conduct field construction contractor employee interviews to comply with DIR, Prevailing Wage, Public Contract Code Requirements, and/or fund source QAP Requirements.
- Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for

compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries, inspection reports, and employee interviews.

- Provide related project management services throughout all phases of construction activities.
- Provide project closeout, punch list, and certifications required to file project notice of completion, release retentions, and receive full reimbursements of grant funds.

## SECTION A.2

### KEY AND CRITICAL ISSUES

Our extensive construction management experience tells us that there must be a proactive approach to managing the work in order to deliver a cost effective fully functioning public works project. This approach includes early identification of critical elements, and development of project schedule and tasks.

• • •  
Our construction team provides constant communication with City staff and the contractor to ensure successful project completion.  
• • •

Critical elements for the project include project management, State and Federal funding compliance, QA/QC, cost control, utility relocation, strict construction compliance, dispute resolution, public relations, permit/environmental compliance, and traffic control.

### Project Management

The most important key to every public works project is management. TKE, working closely with the City staff, will ensure that the project is managed properly to expedite project delivery and minimize cost overruns. Project development will generate a series of considerations requiring the City responses. Our close working partnership will lead to the proper decisions and ultimately fully operating, cost effective public works improvements.

# SECTION A: PROJECT UNDERSTANDING AND SCOPE OF SERVICES

## State/Federal Funding Compliance

TKE will verify that all construction activities, records management and processing are completed in accordance with project requirements including Caltrans LAPM and Federal requirements. TKE is already working closely with Caltrans Local Assistance and numerous Federal agencies on other projects and is very familiar with funding requirements ensuring that the City's projects will be delivered efficiently. TKE also has current experience with Caltrans District 8 preparing requests for authorization to proceed to construction, programming change requests, reimbursement requests, and variance to finance letter requests to conform to actual bid amounts.

## Public Relations

TKE's Construction Manager and Inspectors are experienced with public relations associated with construction projects. TKE performs initial site visits to all potentially affected properties to discuss the upcoming project and any potential concerns the property owner and/or tenant may have. TKE identifies improvements that will benefit the property owners to help them understand the importance of project construction. Our approach builds a project coalition with the property owners and tenants which reduces public complaints at City Council meetings and provides a sense of ownership with the project. TKE's Inspector also perform routine visits during construction to check on the property owners concerns and to see if there are any issues that need to be mitigated.

## Environmental Processing and Permitting

TKE's project experience includes environmental permitting which have included habitat protection, species relocation, streambed alteration, and other environmental permits. The projects included environmental permitting from the US Army Corps of Engineers, the State of California's Department of Fish and Wildlife, and State Water Resource Control Board.

TKE's wide range of successful project delivery has enabled us to forge relationships with the various resource agencies necessary for complex environmental and encroachment permitting. We have successfully acquired permits from Caltrans, San Bernardino and Riverside Counties, US Army Corps of Engineers, Fish and Wildlife Service, California Department of Water Resources, California State Water Resources Control Board, Cal-OSHA Mining and Tunneling, Santa Ana Regional Water

Quality Control Board, BNSF, UPRR, and SANBAG, as well as local City permits, to name a small sample. Our long-standing relationships and permitting experience allows us to expedite the permitting process and provides the City knowledgeable experts to turn to in order to avoid future challenges.

## Utility Coordination

Removals, relocation and adjustments to existing utility facilities will require considerable effort and time. TKE has extensive experience with the coordination required for removing and relocating existing utilities and ensuring the relocations do not conflict with the project construction schedule. The key element to minimizing utility relocation impacts is early coordination with each of the affected utility companies and persistent follow up procedures to ensure the relocations stay on schedule. In addition, for traffic signal projects, TKE will work with the contractor to ensure all traffic signal pole foundations are potholed and that no existing utilities conflict with the proposed pole footings. If conflicts arise during potholing, TKE is familiar with design requirements and can recommend corrective measures to help ensure the project stays on schedule and within budget.

## Traffic Control

TKE's wide range of successful project design delivery and construction management has enabled us to understand common mistakes that lead to difficult, more expensive construction. TKE inherently analyzes all traffic control alternatives against such factors as peak traffic condition times, surrounding schools and businesses and tread paths to provide the most effective and constructible traffic solutions available.

## Strict Construction Compliance

In order to ensure the project is properly constructed, it is imperative that the City employ an experienced Construction Management and Inspection team. Our construction management and inspection team has consistently delivered projects on-time and within budget by maintaining an active dialogue and hands on approach with the project contractor, while ensuring that all construction is consistent with the bid plans and specifications. We are familiar with applicable standards and specifications, including but not limited to the City of Rialto, the County of San Bernardino, Greenbook, and Caltrans.

# SECTION A: PROJECT UNDERSTANDING AND SCOPE OF SERVICES

## Dispute Resolution

TKE's construction managers are highly skilled with and have provided dispute resolution on a number of past projects. The keys to avoiding potential costly and time consuming disputes are knowledge, communication and organization. Our construction managers pride themselves on their thorough research and review of the project plans and specifications and their existing knowledge and understanding of Caltrans, Greenbook and other standard plans and specifications. Their effective communications skills ensure that all stakeholders are constantly advised of project progress and requirements. Their proactive organizational program effectively manage the construction schedule, documents action items with required follow-up and continuous schedule reviews and anticipate needs for future action items. Our project manager's 'can do' approach to all project issues nearly always results in resolution. Their non-combative with all project stakeholders, maintaining professional working relationships with each stakeholder regardless of conflict. Their perseverance and vast knowledge and experience of issues will resolve challenges while protecting the City's interests.

## Quality Assurance / Quality Review

TKE will perform a quality review check prior to commencing with the project to identify required corrections, permitting, and utility coordination. TKE takes pride in our reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all aspects of projects. High quality design review and inspection yields the following tangible results:

- Ease of Oversight
- Smoother Processing
- Healthy Number of Bidders
- Consistent Bids
- Minimized Construction Support Cost
- Absence of Design-Related Change Orders
- Reduced Claims and Dispute Resolution Costs

TKE believes that the most successful quality assurance program is one that is applied inherently throughout the entire management and inspection process. This program requires not

only formal procedures for inspection, but encourages the conscientious effort of experienced people to always "create quality" in every task performed.

This program has become a natural element in all aspects of TKE's management activities, and will guide all services provided by TKE.

Effective QA/QC includes:

- Staff Training and Development
- Assignment of Experienced Staff
- Continuity of Staffing
- Project-Specific Work Plan
- Schedule Compliance
- Comprehensive Field Review and Compilation of Site Data
- Established Detailing Standards
- Established Checking Procedures
- Review by Constructability Expert

This Quality Assurance/Quality Control program is in place to ensure that project construction exceeds the standards of our clients and that we will deliver the project on schedule and within budget.

• • •

**Our experience with design and knowledge of construction issues provided value engineering recommendations which saved the City of Fontana \$50,000 in unneeded earthwork costs.**

• • •

## Cost Savings

TKE understands the limits on the City's budget, particularly funding. Because of the limited budget for City projects, it is vital to keep costs controlled. Our approach to controlling costs is to utilize our considerable experience with Construction Management to assist in providing constructability reviews, value engineering, and cost estimating based on current information from our on-going and presently completed projects.

For the City of Fontana's Pacific Electric Trail construction staking, TKE's knowledgeable construction team provided constructability review for this 1.5 mile trail project and was able to correct a grading issue within the original

# SECTION A: PROJECT UNDERSTANDING AND SCOPE OF SERVICES

construction documents, ultimately avoiding a change order and providing the City a cost savings estimated at \$50,000 in earthwork costs. TKE's team have been taught to provide this type of service when working with all construction projects which provides the City an additional level of support to identify and correct errors which will help reduce potential change orders during construction.

## SECTION A.3

### PROJECT APPROACH

TKE's unique project approach to all project assigned to TKE is presented in the following paragraphs together with a sample scope of services for a typical public works improvement project.

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

- Project Completion that Meets all Project Requirements and Specifications
- Project Completion within Budget
- Project Completion on Schedule

Our approach to your projects, recognizing that both cost effectiveness and expedited construction are of primary concern, dictates that very close working partnership between the selected consultant and the City is vital to successful project completion. When this is coupled with the various site constraints, it is critical that the City chooses a consultant team with a proven track record of delivering effective construction management services for Public Works projects. With a familiar team of senior level design and construction professionals, TKE is the right choice for this contract.

• • •

TKE's effective management approach has always led to on time project delivery while minimizing potential for unnecessary change orders.

• • •

### SCOPE OF WORK

Typical construction management related projects include traffic control, storm water BMP's, site grading, utility adjustments/relocations, street and drainage improvements, pavement rehabilitation, and other related items. The following scope of services is a sample of a typical construction management for a public works related project:

#### Task 1. Quality Assurance / Quality Control

TKE will provide plan review services (PS&E) for all projects assigned to TKE. We will identify any constructability issues and will ensure that the projects construction estimates and construction schedule were prepared correctly and the project will meet all budget requirements. In addition, we will prepare a master schedule and document anticipated completion dates for all phases including reviews by the City and regulatory agencies and any relocation of utilities or existing improvements.

*Deliverables: Contract Document Review Comments, Construction Cost Estimates*

#### Task 2. Bidding

TKE will assist the City as needed with public bidding. If requested, TKE will ensure that projects are advertised in accordance with California Public Bidding Requirements including local paper advertising. In addition, TKE will respond to Contractor inquiries during bidding and prepare addendum as needed. Lastly, TKE will assist during the bid opening, again, as needed.

*Deliverables: Addenda and Responses to Bidder Inquiries*

#### Task 3. Pre-Award Activities and Contract Document Review

TKE will provide project pre-award services as needed by the City, including but not limited to, review of bid proposals, verification of contractor's qualifications and experience, review of State license status, preparation of staff reports, preparation of notice of award to the contractors, and review of executed contract documents.

*Deliverables: Staff Reports and Notice of Award*

#### Task 4. Material Submittal Review

TKE will review all project submittals. Each submittal shall be reviewed the City staff as required to verify compliance. We will maintain a

## SECTION A: PROJECT UNDERSTANDING AND SCOPE OF SERVICES

project log for each project and it will include descriptions of submittals, date received, and date returned. Once the submittals have been reviewed and accepted, they will be signed, dated, and sent to the City staff and project Contractor. Submittals will be returned within the time frame specified by the Contract Documents.

*Deliverables: Submittals, Transmittals, and Logs*

### **Task 5. Pre-Construction Conference**

A preconstruction conference will be held for each project that is assigned to TKE. The conference will be attended by the City staff, TKE's Construction Manager, TKE's Construction Inspector, the Contractor, materials testing representative, and representatives of potentially affected Cities and/or utilities. Prior to the conference, we will prepare a conference agenda. At the meeting, we will discuss communication protocol requirements, and procedures for contract submittals, contract administration, job-site access and delivery, and coordination with others. After the meeting, it will be documented with minutes.

*Deliverables: Agenda and Minutes*

### **Task 6. Construction Administration**

TKE utilizes an effective Project Management Program to deliver public works projects. It is described in the following paragraphs:

**a) Records Management** – TKE utilizes an electronic records management system that facilitates immediate access to records as required. Files include:

- Contract Documents and Reports
- Environmental Compliance Documents/Agency Permits
- Material Submittals
- Contractor Correspondence (RFI's and RFC's)
- the City Correspondence (Responses to RFI's and RFC's and other correspondence)
- Change Orders
- Payments
- Materials Testing Reports/Correspondence
- Surveying Records

- Inspection Field Reports
- Utility/Agency Correspondence
- Public Correspondence
- Operations and Maintenance Manuals
- Project Closeout Records

*Deliverables: E-File of All of the Above*

**b) Construction Meetings** – Meetings include meetings with the City staff, Contractor meetings, meetings with utilities/agencies, public meetings, and consultant team meetings. Each is discussed below:

**City Meetings** – TKE will meet with the City staff as required to keep staff fully apprised as to construction progress and potential project issues. We will prepare agendas and minutes for each meeting.

**Contractor Meetings** – Our Construction Manager will meet with each project contractor weekly. We will prepare agendas and minutes for each meeting. Meeting agenda will typically include background, scope, objectives, project schedule, potential issues discussion, payment quantities discussion, and any safety deficiencies observed.

**Utilities/Agency Meetings** – As mentioned above, TKE will invite utilities and agencies to the preconstruction conference. During that meeting, all potential project impacts will be discussed with each. During construction, should issues develop needing further discussions with utilities/agencies, TKE will meet with each and develop remediation strategies. Again, all meeting will be documented with minutes.

**Public Meeting** – Should high profile projects be assigned to TKE, TKE will recommend use of public meetings to advise the public of pending construction and its impacts. Discussion may include alternative routes to be used to avoid delays and the project schedule. TKE will assist the City with meeting notice, agenda, and minutes.

## SECTION A: PROJECT UNDERSTANDING AND SCOPE OF SERVICES

**Team Meetings** – TKE will hold monthly, or as required, team meetings. Invited to the meetings will be City staff, TKE's Construction Inspector, quality assurance professionals, labor compliance professionals, and project surveyors. We will discuss any project issues and ensure that the team is adequately and timely responding to all construction challenges.

*Deliverables: Agendas and Minutes*

- c) **Project Schedule Review** – As mentioned above, TKE will review the project schedule and construction progress prior to each Contractor meeting to verify compliance with the Contract Documents. If the Contractor is failing to meet approved schedule contract obligations, TKE will request a remediation effort to return the project progress to comply with requirements. If the remediation plan requires adjustment to the completion date, TKE will advise the City and will not execute any approval of such change without the City's authorization.

*Deliverables: Amended Schedule and As-Built Schedule*

- d) **Construction Management** – TKE is uniquely suited to respond to challenges that may occur during construction. Our first review of the project is during our QA/QC analysis. Thereafter, TKE typically provides construction staking on many of our projects. Our seasoned project surveyors are able to determine constructability issues while surveying the projects. Should an issue arise, TKE will be "ahead of the curve" to resolve any construction changed condition. Our consistent communications with our construction inspector will also provide immediate remediation alternative development.

Change conditions that may warrant a change order will require a complete understanding of the impacts of the change and who TKE will need to consider in determining its resolution. TKE will seek appropriate comments from anyone impacted by the changed conditions and will closely consult with the City to develop

the most cost effective remediation alternative. Cost and scheduling impacts will be noted and presented to the City prior to direction given to the Contractor.

In addition, the City will receive RFI's and RFC's (including written clarification requests and change-in-plan drawings) regarding the contract documents. TKE will provide timely responses to each with direction and will verify compliance with the Contract Documents. All RFI's and RFC's will be logged, including content of inquiry and date relayed and date of response.

To maintain cost controls, TKE will review project budgets on a monthly basis, or as warranted, by review of change orders, RFC's, and progress payments. In particular, quantities used on the project will be tracked to verify that they will not exceed contract estimated amounts. Each month TKE will provide a budget report to the City. Should an increase in budget be required, TKE will assist Staff with staff report preparation.

Regarding RFC's, we will review any change order request received to determine if said request is warranted. If the change order request is not warranted, we will reject it in writing; prior to sending rejection letters to the Contractor, we will review it with staff. If the change order request appears justified, we will review it with the Construction Inspector and compare it with field reports for confirmation of materials, equipment and/or labor involved; we will review same with staff and receive staff's approval prior to preparing and processing the contract change order. Change orders will be prepared on standard forms.

Should rejected RFC's require additional consideration, we will negotiate with contractors to establish the impact of change conditions and we will attempt to complete negotiations prior to beginning work. If we fail to reach an agreement and the work must continue, we will direct the Contractor to complete the work. We will request that the Construction Inspector document the labor, materials and

## SECTION A: PROJECT UNDERSTANDING AND SCOPE OF SERVICES

equipment used for the extra work for use in future negotiations.

TKE will continue negotiating with Contractors to settle all disputes; however, City staff will ultimately determine the extent the City will go to achieve resolution. TKE will meet with both parties, either independently or together, as warranted until resolution is reached. TKE will complete all necessary calculations to support the City's position. TKE utilizes a proactive dispute avoidance program. Once an issue is identified, TKE works diligently to resolve it as timely as possible. The weekly meetings will be used to proactively resolve these disputes.

Each month, TKE will review the construction payment requests submitted by the contractors for work completed and the construction schedule. We will review the work completed and payment requests to ensure that the quantities and amounts requested reflect the actual work completed. After each request has been reviewed (and revised if necessary), we will approve it and forward it to staff for approval and payment. We will also submit a monthly status report with each payment request that will advise the City of compliance with the project schedule. In addition, we will verify labor compliance for the project with each payment request submitted. Should deficiencies be noted, corrective action will be requested from the contractors.

If desired, TKE will also provide monthly reports to Council highlighting project progress, change orders, cost issues, and schedule.

*Deliverables: RFI and RFC Responses, Change Orders, Payment Requests, Budget Reports, Staff Report, Council Power Point Presentations*

- e) **Public Relations** – TKE will assist the City as needed to ensure the public is advised of construction activities and locations. TKE will ensure that contractor public notices will be distributed to the community. In addition, TKE will request that the contractor utilize changeable

message signage to advise the public of construction activities and potential impacts such as delays, noise, road closures, etc. Throughout the course of construction, our Construction Manager will respond to complaints from the public. We will advise staff of complaints and appropriate resolution. Although public improvement projects will impact County neighborhoods, TKE's goal will be to minimize those impacts.

*Deliverables: Notices*

- f) **Permit and Environmental Compliance** – TKE's Construction Managers will review permitting and environmental compliance document requirements prior to beginning construction and those construction requirements will be discussed at each weekly construction meeting. In addition, the contractors will be required to submit SWPPP for review and approval. Again, our construction manager will review the approved document, summarize project requirements and discuss them at these weekly meetings.

Should hazardous material disposal be required, TKE will verify that all waste materials have been appropriately disposed.

*Deliverables: Daily Field Reports, Corrective Action Correspondence, and Waste Manifests*

### **Task 7. Construction Inspection**

TKE will provide daily construction inspection to verify that the project is progressing in compliance with the contract documents. We will require strict compliance with the contract documents for all construction activities and for any equipment or materials to be furnished and installed. We already possess the measuring devices and testing equipment normally required for inspecting public works construction projects. Our construction inspection personnel are experienced and knowledgeable in the operation of said devices and equipment, as well as the associated safety equipment.

All materials will be reviewed against approved material submittals as they arrive on-site. Batch tickets or weigh certificates will be collected upon material arrival.

# SECTION A: PROJECT UNDERSTANDING AND SCOPE OF SERVICES

Our Construction Inspector will verify SWPPP and safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented. All system service interruptions, connections and abandonments will be coordinated with staff.

We will digitally photograph the activities and maintain copies in the project files and our Construction Inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, inspector present, weather conditions, and construction progress. All project documentation will be completed on standard forms. All documents will be submitted in hard copy and electronic copy formats. TKE will provide all inspection equipment needed.

He will verify site safety conditions on a daily basis and, should conditions be unsafe, advise the contractor of corrective actions. If the contractor fails to remediate such condition, he will advise the City and request direction. Should an accident occur, he will note all site conditions and photo document the accident location.

*Deliverables: Daily Field Reports, Site Deficiency Reports, Batch Tickets, Photographs, and Accident Reports*

### **Task 8. Materials Testing**

Over the course of project construction, we will schedule compaction testing and materials testing with Leighton Consulting, Inc. (Leighton). For underground construction, we will help identify the locations and specified depths that the trench will be tested. We will emphasize pipe zone compaction testing to ensure that the entire trench is properly compacted. The testing will ensure that the contractor is compacting the backfilled trenches in accordance with requirements included in the contract documents.

We will also schedule Leighton for providing observations and testing of foundation removals, roadway subgrade and base, materials testing of Portland cement concrete, asphalt concrete and other materials as required.

*Deliverables: Daily Field Reports, Site Deficiency Reports, and Photographs*

### **Task 9. Construction Staking**

Construction staking services include street and utility staking for construction for General Contractor to construct improvements, tie-out and resetting of project monumentation. We will prepare grade sheets for all curb, gutter, cross gutter, storm drain and pavement work to be constructed.

*Deliverables: Construction Stakes, Grade Sheets, Monuments, and Tie Sheets*

### **Task 10. Final Inspection / Contract Closeout**

After project construction is essentially complete, we together with the City staff will field review the project and prepare a construction deficiencies list (punch list) of items requiring remedial work. After all deficiencies are corrected, our Construction Manager will prepare a letter, recommending acceptance of the project. Once the remedial work is completed, TKE will review and process the final project invoice.

TKE will assist the City to identify, track and monitor the completion of warranty work prior to the construction completion date. We will obtain lien waivers, bonds, guarantees, warranties, operation and maintenance manual and training, if required, and other documents required by the Contract Documents for final Contract Closeout.

In addition, we will prepare the Notice of Substantial Completion to establish the date for the commencement of contract warranty periods and acceptance of maintenance responsibility by the City. We will provide the Contractor with a list of any remaining incomplete work requirements to be completed prior to Final Completion.

After all project requirements have been completed, we will prepare a "Notice of Completion" report documenting the final completion of the project and acceptance of the project improvements by the City.

Each month, our construction inspector will review the contractor's records to ensure that a diligent effort is being made to keep current and accurate records of work in place. If deficiencies are observed, we will withhold the contractor's progress payment until the contractor demonstrates compliance. Once the project has been completed, we will provide the City with a complete set of signed and stamped record drawings which will reflect the improvements as

## SECTION A: PROJECT UNDERSTANDING AND SCOPE OF SERVICES

constructed; any changes made during project construction will be shown on the record drawings based on contractor's and our records. Said record drawings will be based on data furnished by the public agencies, the contractor, and our weekly reports.

We will forward copies of all records in digital format (CD ROM) and we will prepare a summary of construction changes, final cost, and schedule revisions.

*Deliverables Record Drawings, Punch List, Final Payment, Project Records, and Notice of Completion*

### **SCHEDULE**

TKE's references will verify that projects were completed on schedule. As indicated above, TKE's Construction Manager reviews project schedules weekly with the Contractor to verify that construction progress is complying with the approved construction schedule submittal. Should construction fail to comply with approved scheduling requirements, TKE will request a remediation effort, by the Contractor, to return the project progress to compliance. If the remediation plan requires adjustment to the completion date, TKE will advise the City and will not execute any approval of such change without approval.

# SECTION B: STAFF QUALIFICATIONS

## SECTION B.1

### PROJECT MANAGER

**Terry M. Renner, P.E., Q.S.D. – Client Liaison / Project Manager**

Education

Bachelor of Science – California State Polytechnic University, Pomona, Civil Engineering

Experience

18 Years

Years with Firm

18 Years

Credentials

California Professional Civil Engineer #69984  
California Qualified SWPPP Developer #24329  
Arizona Professional Civil Engineer #55194

Mr. Renner is the Vice President of TKE and has over 18 years of construction experience in civil engineering infrastructure projects, including transportation improvements, drainage improvements, sewer and water improvements, facilities improvements and recreation improvements. He has managed numerous projects and has delivered projects for the City of Rialto as well as the cities of Fontana, Highland, Upland, Riverside, Redlands, and Corona.

As a project manager, Mr. Renner has been responsible for project 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.

As a construction manager, Mr. Renner has been responsible for construction coordination and scheduling, utility relocation coordination, public relations, submittal review, supervising a staff of inspectors and subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the projects managed and delivered by TKE continue to exceed industry standards.

Mr. Renner’s greatest attribute is his ability to deliver projects from private development to capital projects. His vast experience ensures success again and again. He also understands the importance of working as a team member. Mr. Renner understands that he will be given direction from City staff and fully understands the need to maintain proper protocol while providing services. He further understands that his role will be to implement a design that meets the needs of the City while maintaining the project budget.

### PROJECT TEAM

**Steven Ledbetter, P.E. – Construction Manager**

Education

Bachelor of Science – California State Polytechnic University, Pomona, Civil Engineering

Experience

16 Years

Years with Firm

16 Years

Credentials

California Professional Civil Engineer #84044

Mr. Ledbetter has over 16 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. As a construction manager, Mr. Ledbetter has been responsible for supervising a staff of inspectors, construction coordination and scheduling, utility relocation coordination, public relations, submittal review, coordination with subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. 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.

## SECTION B: STAFF QUALIFICATIONS

### **Stephen Biscotti – Senior Construction Inspector**

#### Education

Bachelor of Arts and Humanities – Colorado State University

16 Hour QSP Training Seminar

Lean Manufacturing Seminar – Gibbs Wire & Steel Co., Inc.

Forklift Certification 2004 – 2012 (Both operator and instructor) – Gibbs Wire & Steel Co., Inc.

Step 2000 Courses (electricity and electrical control devices) Siemens E&A

Conflict and Confrontation Seminar – Farmers Insurance

Forklift Certification 1984 – 1990, Various Wire Mills in MA, CT, and CA

#### Experience

13 Years

#### Years with Firm

5 Years

Mr. Biscotti has over 13 years of inspection experience with the last 5 years providing public works construction inspection services. Mr. Biscotti has provided inspection services to numerous municipalities throughout Southern California. Mr. Biscotti's further background in steel manufacturing inspection and oversight provide him with an extensive knowledge of ASTM specifications and OSHA standards. Additionally, Mr. Biscotti has received Step 2000 certification from Siemens for electrical design and inspection. Mr. Biscotti has provided coordination with other project professional services including geotechnical and survey. Mr. Biscotti has worked as a Public Works Inspector for inspection of capital improvement and developer installed improvements relating to the construction of water, sewer, streets, drainage, traffic signals, parks and housing tract improvements. Mr. Biscotti has prepared daily inspection reports, developed construction photo logs, prepared tie sheets, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, and developed remedial work lists.

### **Brad Enscoe – Senior Construction Inspector**

#### Education

Yosemite High School

30 Hour OSHA Certification

16 Hour QSP Training

APWA, Construction Inspection

CMAA, Construction Inspection for Public Works

Public Works Inspector Level 1 Testing

#### Experience

13 Years

#### Years with Firm

13 Years

Mr. Enscoe has over 13 years of experience providing public works construction inspection services. Recently, Mr. Enscoe provided on-call inspection services to the City of Calimesa for developer installed housing projects as well as street, drainage, and sewer improvements to the Cities of Fontana, Redlands, and El Monte. In addition to daily inspection services, Mr. Enscoe has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, developed remedial work list and system startup inspections. In addition, Mr. Enscoe has provided coordination with other project professional services (e.g. Geotechnical, Utility Relocation/Conflict and Surveying).

### **Patrick Palafox – Senior Construction Inspector**

#### Education

Colton High School

#### Experience

12 Years

#### Years with Firm

3 Years

Mr. Palafox has over 12 years of experience in public works construction and has provided inspection services for the past four years. Recently, Mr. Palafox is providing on-call inspection services to the City of Calimesa for capital improvement and developer installed street, drainage, utility and housing projects as well as street, drainage, park, water and sewer improvements to numerous Cities, municipal

## SECTION B: STAFF QUALIFICATIONS

agencies, and the City of Highland. In addition to daily inspection services, Mr. Palafox has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, developed remedial work list and system startup inspections. In addition, Mr. Palafox has provided coordination with other project professional services (e.g. Geotechnical and Surveying).

### **Ron Musser, P.L.S. – Construction Survey**

#### Education

Riverside Community College

#### Experience

50 Years

#### Years with Firm

13 Years

#### Credentials

California Professional Land Surveyor #4230

Mr. Musser has over 50 years of experience in performing field and office surveying services for public and private projects including roadway and highway projects. Prior to joining TKE Engineering, Inc., Mr. Musser worked as a Partner in an engineering and surveying firm and supervised the mapping department providing mapping and calculations support for the firm's projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects over the past 13 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys.

Full corporate resumes of the entire TKE team is presented in Appendix 'A'.

## SECTION B: STAFF QUALIFICATIONS

### SECTION B.2

#### COMPLETED CAPITAL IMPROVEMENT AND LAND DEVELOPMENT PROJECTS

Client	Title	Project Description	Services	Construction Cost	Completion Date
City of Grand Terrace	Grand Terrace Dog Park	Construction of 8" PVC Water Main Project on 36 <sup>th</sup> Street from Crestmore Road to Daly Avenue. The project includes 850 linear feet of 8" PVC water main and reconnection of 29 water services and all appurtenances.	Project management, topographic survey, design, permitting and utility coordination, public bidding, construction management, inspection, and construction surveying.	\$400,000	03/01/18
City of Adelanto	Interagency Safe Routes to Schools Project	5,000 Linear Feet of Street, Sidewalk and Access Ramp Improvements Around Columbia Middle School, Adelanto Elementary School and Westside Park Elementary School	Construction Management, Inspection, Construction Staking, and Grant Management	\$870,000	11/01/18
City of Highland	5th Street/Greenspot Road Bikeway Inventory and Improvements Project	9,400 Linear Feet of Minor Street Widening, Installation of Wayfinding and Bike Signs, Installation of Class II Bike Lanes, Construction of Trail Improvements, Signage and Striping Replacement and Kiosk Construction, and 47,500 Linear Feet of Signage Installation and Replacement Along 5 <sup>th</sup> Street and Greenspot Road	Value Engineering, Construction Management, Inspection, Construction Staking, Inventory and Analysis of Existing Signage and Striping, Preparation of Signage and Striping Replacement Documents, Regulatory Agency Coordination, Utility Coordination, and Coordination with Property Owners	\$600,000	10/01/17
City of Highland	Article III Street and Median Improvements and Miscellaneous Citywide Sidewalk Improvements Project	The project includes 15,300 Linear Feet of Miscellaneous Pavement Rehabilitation, Curb, Gutter, Sidewalk, Median and Trail Construction, Catch Basins, Storm Drains, Relocation of Miscellaneous Utilities, Signing and Striping Along Base Line, Palm Avenue and Miscellaneous Areas Citywide	Value Engineering, Construction Management, Inspection, Inventory and Analysis of Existing Sidewalk, Preparation of Sidewalk Replacement Matrix, Utility Coordination, and Coordination with Property Owners	\$1,900,000	03/01/17
City of Highland	5th Street Corridor Improvement Project	5,000 Linear Feet of Street and Pavement Rehabilitation, Traffic Signal Installation,	Value Engineering, Construction Management, Inspection, Cal-	\$2,100,000	02/01/17

## SECTION B: STAFF QUALIFICATIONS

		Storm Drain and Catch Basin Construction Along 5th Street from Palm Avenue to Victoria Avenue	Recycle Grant Management, Right-of-Way Acquisition, Striping and Signal Redesign, Utility Relocation and Coordination, Construction Staking and Coordination with Property Owners		
Maywood Mutual Water Company No. 1	0.5 M.G. Reservoir and Manganese Treatment Plant	Demolition and Reconstruction of a 35-foot Wide by 70-foot Tall Steel Reservoir with 45-Foot Deep Caissons for Structural Foundation Supports and Installation of a 1,500 gpm Manganese Filtration Plant	Value Engineering, Construction Management, Inspection, Construction Staking, Grant Management, Bidding, Design, and Permitting	\$4,300,000	08/01/16
County of San Bernardino	San Bernardino Avenue Median Hardscape Improvements	13,200 Linear Feet of Median Hardscape and Decomposed Granite Improvements Along San Bernardino Avenue from Commerce Drive to Cherry Avenue Including Storm Drain and Catch Basins Improvements	Value Engineering, Construction Management, Inspection, Surveying, Design Engineering, Construction Staking, Permitting	\$1,300,000	09/01/15
City of Calimesa	2 <sup>nd</sup> Street Safe Routes to Schools (SR2S)	5,300 Linear Feet of Street Improvements Together with Structural Bridge Widening over Existing Drainage Channel, Right-of-Entry Acquisition, Public Outreach	Environmental Compliance Services, Utility Coordination, Right-of-Entry Acquisition Documents, Construction Management, Inspection, Construction Staking	\$1,500,000	09/01/15
City of Calimesa	Desert Lawn Drive Pavement Rehabilitation	6,500 Linear Feet of Pavement Rehabilitation and Striping Improvements on Desert Lawn Drive which is Frontage Road to the I-10 Freeway in the City of Calimesa	Construction Management, Inspection, Construction Staking, Bidding, Design, Environmental Compliance Services, Utility Coordination	\$300,000	07/01/15
Riverside Transit Agency	RTA Hemet Facility Paving	91,000 Square Feet of 8" Reinforced Concrete Pavement, Grading, Unsuitable Soil Removal, Storm Drain Installation and Tie to Existing Drainage System, Expansion Joint And Score Joint Work, And Parking Lot Striping	Construction Management, Inspection, Design, Project Planning, Surveying, Utility Coordination, Project Management, and Coordination with Property Owners	\$830,000	04/01/15

## SECTION B: STAFF QUALIFICATIONS

Riverside Transit Agency	RTA Moreno Valley Mall Bus Transfer Station	Removal of Existing Bus Shelters and Benches and Construction of Six Bus Shelters, Benches, Trash Receptacles, Tubular Steel Fencing, Solar Power Lighting and Courtyard with Three Sided Kiosks for Passenger Information	Design, Project Planning, Surveying, Utility Coordination, Project Management, Construction Management, Inspection and Coordination with Property Owners	\$440,000	07/01/14
Riverside Transit Agency	RTA Tyler Mall Bus Transfer Station	Removal of Existing Bus Shelters and Benches and Construction of Seven Bus Shelters, Benches, Trash Receptacles, Tubular Steel Fencing, Solar Power Lighting and 2 – Two Sided Kiosks with ATIS Modules	Design, Project Planning, Surveying, Utility Coordination, Project Management, Construction Management, Inspection and Coordination with Property Owners	\$410,000	06/01/14
City of Calimesa	4 <sup>th</sup> Street Community Park	New 2.76 Acre Park with Pavilion, Restrooms, Dog Park, Fitness Amenities and Walking Trail	Project Management, Bidding, Construction Management, Construction Staking and Inspection	\$2,800,000	08/01/14
County of Riverside EDA	Mead Valley Community Center	New 30,000 Sq. Ft. Community Center on 5.4 Acres Including Parking Lot, Playgrounds, Fields, Offsite Street, Water, and Sewer Improvements	Construction Management, Construction Staking, Design, Permitting, Environmental Compliance, Utility Coordination	\$20,000,000	04/01/13
County of San Bernardino	San Bernardino Avenue Median and Traffic Signal	700 Linear Feet of Street Improvements Along San Bernardino Avenue from Commerce Drive to Mulberry Avenue	Design Engineering, Surveying Construction Staking, Construction Management and Inspection	\$340,000	08/01/12
City of Redlands	Stuart Avenue Storm Drain	4,300 LF of 66" thru 54" RCP Storm Drain and 500 LF of 120" RCP Storm Drain and Double Reinforced Concrete Box Channel Construction	Construction Management, Inspection and Construction Staking	\$2,400,000	06/01/11
Riverside Transit Agency	RTA Security Fence, Wall and Gate Project	900 Linear Feet of Decorative CMU Retaining and Screen Walls, 2,100 Linear Feet of Tubular Steel Wrought Iron Fencing, Several Pedestrian and Vehicular Access Gates, PCC Parking Lot Pavement, Landscape and Irrigated Water Quality Basin, Electrical and Security	Construction Management, Inspection, Design, Project Planning, Surveying, Utility Coordination, and Coordination with Property Owners	\$950,000	06/01/11

## SECTION B: STAFF QUALIFICATIONS

		Conduit for Proposed and Future Parking Lot Lighting			
Rubidoux Community Services District	Tilton Avenue Sewer Improvements	2,100 Linear Feet of 12" Extra Strength VCP Sewer Improvements	Records Research, Coordination with Agencies, Preliminary Design Report, Hydraulic Calculations, Cost Estimating, Topographic Survey, Design, Permitting, Bidding, Construction Staking, Inspection and Construction Management	\$700,000	04/01/17
Rubidoux Community Services District	24" Mission Boulevard Pipeline, Phases I and II	5,000 LF of 24" CML&C Pipeline and Appurtenances Including Bore and Jack	Bidding, Construction Staking, Inspection and Construction Management	\$2,300,000	01/01/14
Rubidoux Community Services District	36th Street Water Main Replacement	Construction Management and Inspection for the 36 <sup>th</sup> Street 8" Water Replacement Project	Project Management and Construction Administration, Providing Inspection Services, and Construction Staking		09/01/18
City of El Monte	Arden Drive Street, Sewer and Water Improvements	1,500 Linear Feet of Street Improvements Along Arden Drive from Valley Boulevard to Rose Avenue	Design Engineering, Surveying, Construction Staking, Construction Management and Inspection	\$750,000	02/01/11
City of El Monte	2009-2010 ARRA Street and Sidewalk Improvements Project	24,700 Linear Feet of Street and Sidewalk Improvements Along Various Streets Within the City of El Monte	Design Engineering, Surveying, Construction Staking, Construction Management and Inspection	\$4,500,000	01/01/11
City of El Monte	2009-2010 CDBG Street Improvements Project	14,400 Linear Feet of Street Improvements Along Various Streets Within the City of El Monte	Design Engineering, Surveying, Construction Staking, Construction Management and Inspection	\$900,000	12/01/10
County of San Bernardino	San Bernardino Avenue Street Improvements, Phase I	13,000 Linear Feet of Street Improvements Along San Bernardino Avenue from Commerce Drive to Cherry Avenue Including Full Street Widening and Median Improvements	Design Engineering, Surveying, Construction Staking, Construction Management, Right-of-Way Engineering and Landscape Architecture	\$4,300,000	11/01/09

## SECTION B: STAFF QUALIFICATIONS

Rubidoux Community Services District	24" Crestmore Pipeline	1,850 LF of 24" CML&C Pipeline and Appurtenances	Construction Inspection and Staking	Management, Construction	\$1,000,000	10/01/08
City of Upland	Upland Basin Expansion, Phase 2	1200 Ac-Ft Flood Control Basin with 350 Ac-Ft for Aquifer Recharge, Including Spillway, Low Flow Outlet Storm Drain, Two Storm Drain Inlets and Jurisdiction Berm for DSOD	Construction Inspection and Staking	Management, Construction	\$10,000,000	08/01/08
City of Fontana	San Bernardino Avenue Trunk Sewer	Construction Management and Funding for 22,000 LF of 42" and Smaller Sewer Improvements and Street Improvements	Construction Inspection and Staking	Management, Construction	\$10,000,000	08/01/08
City of Upland	Foothill Boulevard Storm Drain	3,700 Linear Feet of 102" Through 72" RCP Storm Drain Improvements Provided For 100-Year Flood Conveyance for the West Upland Area to Convey Flows from the South Limits of the Airport and Proposed Developments North of Foothill Boulevard to the Upland Basin	Construction Inspection, Bidding, Design, Acquisition, Design, Utility Coordination	Management, Construction Staking, Right-of-Way	\$1,500,000	08/01/07
City of Fontana	Presley Estates Sewer Improvements	5,300 linear feet of 8" VCP Sewer, Septic System Abandonments and Street Improvements.	Construction Inspection and Staking	Management, Construction	\$1,500,000	07/01/07
City of Rialto	Wilson Street Improvements	1,500 linear feet of Street Improvements and Related Private Improvements for 44 Residences.	Construction and Construction Staking	Management	\$800,000	12/01/06
City of Upland	Upland Basin Expansion, Phase 1	1,050 Ac-Ft Flood Control Basin Conversion of Existing Construction Material Refuse Site for Flood Control Purposes	Construction Construction Inspection, and Construction Staking	Engineering, Management, Permitting,	\$9,000,000	03/01/04

## SECTION B: STAFF QUALIFICATIONS

### SECTION B.3

#### CURRENT PROJECT EXPERIENCE

Mr. Renner is currently managing one project which involves construction management, inspection and materials testing services for various Capital Improvement and Land Development projects. The project is scheduled to be completed in January 2019.

### SECTION B.4

#### YEARS EMPLOYED

Mr. Renner is an original officer of TKE and has been with the firm since its inception in June of 2000. Mr. Renner has spent the majority of that time as a Project and Construction Manager with TKE. Mr. Renner's only place of employment has been TKE, therefore, there no other names and numbers of previous employers that can be provided.

### SECTION B.5

#### CURRENT WORKLOAD

<u>Name/Role</u>	<u>Current Work</u>		<u>% Commitment</u>
Terry Renner – Client Liaison/Project Manager	Grand Terrace Dog Park	City of Grand Terrace	5%
	Civic Center Park and Amphitheater	City of Moreno Valley	25%
	I-15 Water and Sewer	City of Hesperia	15%
	Availability:		55%

## SECTION C: FIRM QUALIFICATIONS

### SECTION C.1

#### CONSULTANT IDENTIFICATION

Firm: TKE Engineering, Inc.

Type: California Corporation  
2305 Chicago Avenue  
Riverside, CA 92507

Phone: (951) 680-0440

Fax: (951) 680-0490

Contact: Terry Renner, P.E., Q.S.D.  
Vice President

Email: [trenner@tkeengineering.com](mailto:trenner@tkeengineering.com)

### SECTION C.2

#### PRINCIPAL OFFICERS

TKE's principals, Michael Thornton, President and Terry Renner, Vice President, are officially authorized to bind TKE to the requirements set forth in the RFP. This proposal shall remain in effect for a 120 day period from the date of bid opening.

### SECTION C.3

#### RELEVANT PROJECT EXPERIENCE

Since our inception eighteen years ago, TKE has extensive experience with an excellent reputation with constructability review, construction management, construction inspection, construction surveying, and geotechnical and materials testing services for numerous municipalities.

Throughout our history serving the Southern California region, TKE has managed publicly funded construction projects for more than eighteen years. The breadth of experience and technical skill of our staff enable us to manage a wide variety of projects, ranging from major infrastructure to the restoration and rehabilitation of minor roadways. TKE has performed construction management services for a wide variety of projects from small projects like traffic signal and sidewalk infill installation to multi million dollar construction projects including the San Bernardino Avenue Street Widening and Storm Drain Improvements Project, San Bernardino Avenue Trunk Sewer Project, Upland Basin Phases I and II Improvements Project, and Storm Drain and Recycled Water Recharge

Improvements Project. 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. In addition, our teams personal background and knowledge of the City, brings a team with knowledge of the City's standards and specifications, local agencies and utility companies, and the City project goals to ensure that the City's best interests are fully covered in the event of the contractor requesting extra work, change orders or any type of additional compensation or working days, thereby maximizing the potential for project success.

In addition, TKE has extensive construction administration experience for all types of projects with numerous funding sources. TKE has performed construction administration services for projects with funding sources that include State and Federal Safe Routes To Schools (SR2S), Active Transportation Program (ATP), Congestion Mitigation and Air Quality (CMAQ), California State Revolving Fund (SRF), Federal Highway Safety Improvement Program (HSIP), American Recovery and Reinvestment Act (ARRA), Community Development Block Grant Program (CDBG), California Department of Public Health (CDPH), State Water Resource Control Board (SWRCB), County Economic Development Agency (EDA), California Department of Parks and Recreation and numerous locally funded Development Impact Fee (DIF) projects. The projects constructed include street widening, street rehabilitation, sidewalk, traffic signals, median curb with hardscape, landscape and lighting, storm drain, flood control and aquifer recharge basins, bus transfer stations and stop enhancements, and park development and community revitalization improvements.

We are sure that the successful results of our past performance in the delivery of projects, along with our firm's proven ability to utilize our experience for a complete constructed project, will provide a valuable resource to the City.

## SECTION C: FIRM QUALIFICATIONS

### SIMILAR SERVICES

TKE continues to provide numerous municipalities and agencies with consulting services and staffing for every facet of engineering and public works projects. In addition, we have worked on a wide variety of projects, ranging from multi-million dollar regional mega projects to minor replacement projects for a variety of government agencies. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified staff enables our clients to serve their constituents in a cost effective and efficient manner.

A couple examples of similar services provided by TKE are the City of Calimesa and the City of Highland. Each are discussed below:

**City of Highland** – TKE recently provided and/or is currently providing project/construction management and inspection services to the City of Highland for the 5th Street Corridor Improvements Project which includes street widening, pavement removal and reconstruction, traffic signal installation and drainage improvements along a one mile stretch of 5th Street between Victoria Avenue and Palm Avenue, the Article III Pedestrian Access Improvements Project which includes street widening at various locations and City wide sidewalk grinding, sidewalk removal and replacement, sidewalk construction, drainage improvements, trail construction and improvements, bus stop improvements, ADA compliance and private improvement restoration and for the 5<sup>th</sup> Street /Greenspot Road Bikeway Improvements Project which includes minor street widening, installation of wayfinding and bike signs, installation of class II bike lanes, construction of trail improvements and kiosk construction. While providing these services to the City, TKE is also responsible for public outreach to local businesses to mitigate any concerns for vehicular access to the local businesses during construction, public outreach to local affected residents to minimize concerns and complaints about the construction project, constructability review of the plans and specifications to determine any potential for changes or design flaws, utility relocation coordination with Southern California Edison, Southern California Gas, East Valley Water District and Verizon and permitting.

**City of Calimesa** – TKE recently provided project/construction management, inspection, construction staking, and materials testing services to the City of Calimesa for the Safe Routes to Schools, 2nd Street Improvements Project which includes street widening, curb, gutter, sidewalk and ADA accessibility ramps, pavement removal and reconstruction, bridge widening, waterline and drainage improvements along a one mile stretch of 2nd Street between Avenue "L" and Avenue "H". While providing these services to the City, TKE is also responsible for public outreach to local residents and businesses to mitigate any concerns for vehicular access to the local businesses during construction and obtain right-of-entry authorizations from each property, constructability review of the plans and specifications to determine any potential for changes or design flaws, utility relocation coordination with Southern California Edison, Southern California Gas, South Mesa Water Company and Verizon and all permitting compliance with Riverside County Flood Control & Water Conservation District, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, and Regional Water Quality Control Board.

# SECTION C: FIRM QUALIFICATIONS

## SPECIFIC PROJECT EXPERIENCE



### 5<sup>th</sup> Street Improvements Project

City of Highland, CA

**Client Contact**

Mr. Carlos Zamano  
City of Highland  
27215 Base Line  
Highland, CA 92346  
(909) 864-8732 ext. 254

**Project Cost**

\$2.1 Million

**Dates**

February 2017

**Project Team**

Terry Renner, P.E., Q.S.D.  
Michael P. Thornton, P.E., P.L.S. Ron  
Musser, P.L.S.  
Stephen Biscotti  
Brad Enscoe

**Description:** The 5<sup>th</sup> Street Improvements Project is located on 5th Street from Victoria Avenue to Palm Avenue in the City of Highland. The project included construction of approximately one mile of pavement rehabilitation; removal and reconstruction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, bus pads and driveway approaches; construction of catch basins and storm drains; installation of a new traffic signal system at the intersection of 5th Street and Central Avenue; relocation of miscellaneous utilities; raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors.

**Services:** Services included CalRecycle Grant coordination, value engineering, right-of-way acquisition, striping and signal redesign, utility relocation and coordination, construction management, inspection, construction staking and coordination with property owners.



### 5<sup>th</sup> Street/Greenspot Road Bikeways Inventory and Improvements Project

City of Highland, CA

**Client Contact**

Mr. Carlos Zamano  
City of Highland  
27215 Base Line  
Highland, CA 92346  
(909) 864-8732, ext. 254

**Project Cost**

\$0.6 Million

**Dates**

October 2017

**Project Team**

Michael P. Thornton, P.E., P.L.S. Terry  
Renner, P.E., Q.S.D.  
Ron Musser, P.L.S.  
Monae Pugh  
Patrick Palafox

**Description:** The 5<sup>th</sup> Street/Greenspot Road Bikeway Inventory and Improvements Project is located on approximately 9 miles of 5th Street/Greenspot Road from Tippecanoe Avenue to Easterly City Limits in the City of Highland. The project includes full inventory and assessment of all existing signage and striping, minor street widening, installation of wayfinding and bike signs, installation of class II bike lanes, construction of trail improvements, signage and striping replacement and kiosk construction.

**Services:** Services included inventory and analysis of existing signage and striping, preparation of signage and striping replacement documents, value engineering, regulatory agency coordination, utility coordination, construction management, inspection, construction staking and coordination with property owners.

## SECTION C: FIRM QUALIFICATIONS



### 2<sup>nd</sup> Street Safe Route to Schools (SR2S)

City of Calimesa, CA

**Client Contact**

Ms. Bonnie Johnson  
City of Calimesa  
908 Park Avenue  
Calimesa, CA 92320  
(909) 795-9801

**Project Cost**

\$1.5 Million

**Dates**

September 2016

**Project Team**

Terry Renner, P.E., Q.S.D.  
Michael P. Thornton, P.E., P.L.S.  
Steven Ledbetter, P.E.  
Ron Musser, P.L.S.  
Patrick Palafox

**Description:** The City of Calimesa was awarded funding for the pedestrian path of travel enhancements to provide safer walking paths along 2<sup>nd</sup> Street between Avenue “L” and Avenue “H” and along Avenue “L” between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street. Proposed curb, gutter and sidewalk improvements will be constructed for increased pedestrian safety. The project includes 1 mile of street improvements together with structural bridge widening over existing drainage channel, right-of-entry acquisition, public outreach and coordination.

**Services:** Services included design, surveying, environmental compliance services, utility coordination, right-of-entry acquisition documents, construction management, inspection construction staking, and negotiation with property owners.



### 4<sup>th</sup> Street Community Park

City of Calimesa, CA

**Client Contact**

Ms. Bonnie Johnson  
City of Calimesa  
908 Park Avenue  
Calimesa, CA 92320  
(909) 795-9801

**Project Cost**

\$2.8 Million

**Dates**

October 2014

**Project Team**

Michael P. Thornton, P.E., P.L.S. Terry  
Renner, P.E., Q.S.D.  
Ron Musser, P.L.S.  
Brad Enscoe

**Description:** The 4<sup>th</sup> Street Community Park project is located in the City of Calimesa on 4<sup>th</sup> Street south of County Line Road. The project included the construction of a 2.5 acre park with outdoor pavilion, restrooms, storage room, perimeter fencing and walls, two age defined playground facilities, walking trails with fitness stations, large and small breed dog parks and several tranquility gardens. The project included grant management with the California Department of Parks and Recreation.

**Services:** Services included project management, bidding services, permitting, construction administration, construction inspection, construction staking, California Department of Parks and Recreation funding coordination, and utility coordination.

## SECTION C: FIRM QUALIFICATIONS



### Upland Basin Expansion Project

City of Upland, CA

**Client Contact**

Mr. Bob Critchfield  
City of Upland  
1370 N. Benson Avenue  
Upland, CA 91786  
(909) 291-2946

**Project Cost**  
\$19.0 Million

**Dates**  
August 2008

**Project Team**

Michael P. Thornton, P.E., P.L.S.  
Terry Renner, P.E.  
Ron Musser, P.L.S.  
Brad Enscoe

**Description:** The Upland Basin project is located in the City of Upland at the corner of Monte Vista Avenue and Arrow Route. The project included 2 phases for the reclamation of a landfill into a 1300 acre-foot flood control and aquifer recharge basin together with inlet and outlet facilities. Inlet facilities included 102" diameter storm drain, a multi-plate arch pipe, and 66" diameter storm drain. Outlet facilities a low flow storm drain and a reinforced concrete spillway.

**Services:** Services included project management, design, parcel map preparation, hydrology and hydraulic report preparation, bidding services, permitting from the Regional Quality Control Board for land fill reclamation, DSOD for a jurisdictional berm, US Army Corps of Engineers' 404 permit, bidding services, constriction administration, construction inspection, construction staking and quantity verification surveying, State and Federal funding coordination, and regional water quality control Board coordination for closure of a landfill.



### Recycled Water Pipeline

City of Hesperia, CA

**Client Contact**

Mr. Michael Blay  
City of Hesperia  
9700 Seventh Avenue  
Hesperia, CA 92345  
(760) 947-1901

**Project Cost**  
\$16 Million

**Dates**  
December 2018

**Project Team**

Michael P. Thornton, P.E., P.L.S.  
Terry Renner, P.E., Q.S.D.  
Steven Ledbetter, P.E.  
Ron Musser, P.L.S.  
Stephen Biscotti

**Description:** TKE prepared engineering construction documents for the City of Hesperia for construction of 8 miles of recycled water pipelines ranging for 16" to 8" in diameter including, plan and profiles, specifications, cost estimates, and DWR funding management. In addition, TKE is providing construction assistance services, grant funding management and inspection for pipeline construction.

**Services:** Services include records research, planning, system modeling, hydraulic analysis, hydraulic modeling, report and cost estimate preparation, construction document preparation, utility coordination, right-of-way acquisition, cost estimation, construction assistance, inspection and grant fund management assistance.

## SECTION C: FIRM QUALIFICATIONS



### Tilton Avenue Sewer Improvements, Phase I Jurupa Valley, CA

**Client Contact**

Mr. Steven Appel  
Rubidoux Community Services District  
3590 Rubidoux Blvd.  
Rubidoux, CA 92509  
(951) 684-7580

**Project Cost**  
\$1.0 Million

**Dates**  
May 2017

**Project Team**  
Terry Renner, P.E., Q.S.D.  
Michael P. Thornton, P.E., P.L.S.  
Ron Musser, P.L.S.  
Stephen Biscotti

**Description:** The Tilton Street Sewer Improvements Project is located in the City of Jurupa Valley on Tilton Avenue between approximately 800 feet east of Riverview Drive and Rubidoux Boulevard. This project consisted of the construction of 1,900 linear feet of 12" vitrified clay sewer pipe, manholes, laterals, diversion manholes to abandon the existing undersized 10" sewer and connections to existing sewer manholes. Proposed waste water system improvements provide relief for the existing 10" sewer which has insufficient capacity to convey current and proposed development flows.

**Services:** Services include design, permitting, surveying, construction administration, construction inspection, coordination with agencies and consultants, and construction staking.



### Pacific Avenue 16" and 12" Pipeline Replacement

City of Jurupa Valley, CA

**Client Contact**

Mr. Ronald Young  
Rubidoux Community Services District  
3590 Rubidoux Blvd.  
Rubidoux, CA 92509  
(951) 684-7580

**Project Cost**  
\$1.0 Million

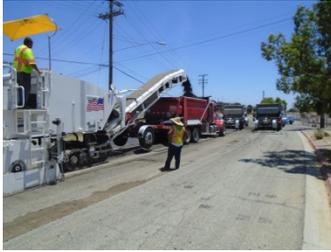
**Dates**  
March 2016

**Project Team**  
Michael Thornton, P.E., P.L.S.  
Terry Renner, P.E., Q.S.D.  
Steven Ledbetter, P.E.  
Ron Musser, P.L.S.  
Stephen Biscotti

**Description:** The Pacific Avenue 16" and 12" Water Pipeline Improvements Project extends from Limonite Avenue to Mission Boulevard and is located in the City of Jurupa Valley. This project consisted of the construction of 5,525 linear feet of 16" and 12" ductile iron and polyvinyl chloride pipe, including connection to existing system, construction of new water system infrastructure, bore and jack with 24" steel casing, meter connections, appurtenances and demolition and abandonment of required existing facilities.

**Services:** Services include design, permitting, surveying, construction administration, construction inspection, coordination with agencies and consultants, and construction staking.

## SECTION C: FIRM QUALIFICATIONS



### Desert Lawn Drive Pavement Rehabilitation

*City of Calimesa, CA*

***Client Contact***

Ms. Bonnie Johnson  
City of Calimesa  
908 Park Avenue  
Calimesa, CA 92320  
(909) 795-9801

***Project Cost***

\$0.3 Million

***Dates***

July 2015

***Project Team***

Terry Renner, P.E., Q.S.D.  
Michael P. Thornton, P.E., P.L.S.  
Steven Ledbetter, P.E.  
Ron Musser, P.L.S.  
Stephen Biscotti

**Description:** The Desert Lawn Drive Pavement Rehabilitation Project is located in the City of Calimesa between Cherry Valley Boulevard and Champions Drive which included rehabilitation of 6,500 linear feet of frontage road. TKE provided field investigation of existing project limits to identify proposed rehabilitation strategies for street repair, preparation of specifications and preliminary cost estimates. The project included Type II Slurry Seal, cold milling, and asphalt concrete overlay.

**Services:** Services included pavement investigation analysis and treatment recommendations, design, surveying, environmental compliance, construction administration, and construction inspection.



### AQMD Grant

*Desert Hot Springs, CA*

***Client Contact***

Mr. Arden Wallum  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240  
(760) 329-5169, ext. 138

***Project Cost***

\$3.0 Million

***Dates***

October 2018

***Project Team***

Michael P. Thornton, P.E., P.L.S.  
Terry Renner, P.E., Q.S.D.  
Steven Ledbetter, P.E.

**Description:** TKE prepared a grant application for Mission Springs Water District through AQMD, a regional governmental agency responsible for meeting air quality health standards. The grant application was prepared and awarded for \$10 million for construction of a 3-megawatt solar field as an emission reduction project related to renewable energy.

**Services:** TKE provided State Grant Application Review, Preparation and Submission, Grant Management, Project Management, Construction Management, Inspection and Construction Staking.

## SECTION C: FIRM QUALIFICATIONS



### San Bernardino Avenue Median Hardscape Improvements

County of San Bernardino, CA

**Client Contact**

Mr. Gary Hallen  
County of San Bernardino  
385 N. Arrowhead Avenue  
San Bernardino, CA 92415  
(909) 387-8040

**Project Cost**

\$1.3 Million

**Dates**

September 2015

**Project Team**

Terry Renner, P.E., Q.S.D.  
Ron Musser, P.L.S.  
Brad Enscoe  
Stephen Biscotti

**Description:** The San Bernardino Avenue median hardscape improvements project is located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway from Commerce Drive to Cypress Avenue. Proposed median and sidewalk improvements minimize turning movements providing for increased vehicular capacity, corridor beautification, and improved traffic and pedestrian safety. The project included 2 ½ miles of street median improvements together with drainage facility improvements of numerous storm drain crossings and inlets.

**Services:** Services included design, surveying, construction management, inspection and construction staking.



### Stuart Avenue Storm Drain Project

City of Redlands, CA

**Client Contact**

Mr. Steven Dukett  
City of Redlands  
35 Cajon Street  
Redlands, CA 92373  
(714) 923-3542

**Project Cost**

\$2.4 Million

**Dates**

June 2011

**Project Team**

Terry Renner, P.E., Q.S.D.  
Michael Thornton, P.E., P.L.S.  
Steven Ledbetter, P.E.  
Ron Musser, P.L.S.  
Brad Enscoe

**Description:** The Stuart Avenue Storm Drain Improvements Project is located in the City of Redlands south of the Interstate 10 Freeway between Texas Street and Orange Street. Proposed drainage improvements provided for 100-year flood protection for downtown business district. The project included approximately 4,400 linear feet of storm drain (12" diameter to 6-foot by 12-foot double box) improvements.

**Services:** Services include design, hydrology and hydraulic modeling and report preparation, permitting, surveying, construction administration, construction inspection, coordination with agencies and consultants, right-of-way legal description and plat preparation, right-of-way acquisition negotiations, and construction staking.

## SECTION C: FIRM QUALIFICATIONS



### San Bernardino Avenue Median and Traffic Signal Improvements

*City of Fontana, CA*

**Client Contact**  
Mr. Chuck Hays  
City of Fontana  
16489 Orange Way  
Fontana, CA 92335  
(909) 350-6530

**Project Cost**  
\$0.3 Million

**Dates**  
August 2013

**Project Team**  
Terry Renner, P.E., Q.S.D.  
Michael P. Thornton, P.E., P.L.S.  
Ron Musser, P.L.S.  
Brad Enscoe

**Description:** The San Bernardino Avenue median and traffic signal improvements project is located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway from Commerce Drive to Cypress Avenue. Proposed median and traffic signal improvements were constructed to provide a centralized turning procedure for the Walmart Distribution facility with nearly 1,000 turning movements per day. The project provides for increased vehicular capacity, corridor beautification, and improved traffic and pedestrian safety. Design, construction management, inspection and construction staking is being provided by TKE for the project. TKE provided utility and railroad coordination for the relocation and adjustment of various utility improvements (i.e., power poles, meters, vaults, etc.).

**Services:** Services included design, surveying, utility and railroad coordination, construction management, inspection and construction staking.



### RTA Hemet Facility Paving

*City of Hemet, CA*

**Client Contact**  
Mr. Rob Wyman  
Riverside Transit Agency  
1825 Third Street  
Riverside, CA 92507  
(951) 565-5190

**Project Cost**  
\$830 Thousand

**Dates**  
April 2015

**Project Team**  
Terry Renner, P.E., Q.S.D.  
Michael P. Thornton, P.E., P.L.S.  
Ron Musser, P.L.S.  
Stephen Biscotti

**Description:** The RTA Hemet Facility Paving project is located in the City of Hemet at RTA's Hemet Facility. The project included construction of 91,000 square feet of 8" reinforced concrete pavement, demolition of existing asphalt concrete pavement, concrete pavement at bus wash, grading, compaction, unsuitable soil removal, concrete placement, irrigation repair, drain installation and tie in to existing drainage system, expansion joint and score joint work, and parking lot striping.

**Services:** Services included design, surveying, project management, construction management, and inspection.

## SECTION C: FIRM QUALIFICATIONS



### RTA Moreno Valley Mall Bus Transfer Station

City of Moreno Valley, CA

**Client Contact**

Mr. Andrew Frost  
Riverside Transit Agency  
1825 Third Street  
Riverside, CA 92517  
(951) 565-5210

**Project Cost**

\$440 Thousand

**Dates**

July 2014

**Project Team**

Michael P. Thornton, P.E., P.L.S. Terry  
Renner, P.E., Q.S.D.  
Ron Musser, P.L.S.  
Stephen Biscotti

**Description:** The RTA Moreno Valley Mall Bus Transfer Station is located in the City of Moreno Valley at the Moreno Valley Mall. The project included removal of existing bus shelters and benches and construction of six bus shelters, benches, trash receptacles, tubular steel fencing, planter wall seating area, solar power lighting and courtyard with three sided kiosks for passenger information. The project will modernize and expand RTA's third busiest bus station within the system.

**Services:** Services included design, project planning, surveying, utility coordination, project management, construction management, inspection and coordination with property owner.



### Rialto Channel Crossing

City of Rialto, CA

**Client Contact**

Mr. Robert Eisenbeisz  
City of Rialto  
335 W. Rialto Avenue  
Rialto, CA 92376  
(909) 421-7210

**Project Cost**

\$1.2 Million

**Dates**

November 2006

**Project Team**

Michael P. Thornton, P.E., P.L.S.  
Terry Renner, P.E., Q.S.D.  
Ron Musser, P.L.S.

**Description:** The Rialto Channel Two Crossings Project is located immediately West of Cactus Avenue near the intersection of Foothill Boulevard, in the City of Rialto at Second Street and Rosewood Street. The City of Rialto had been collaborating with the SBCFCD to prepare interim and long term solutions to the problems caused by the failure of the Rialto Channel. Ultimate channel design, includes reconstruction of all crossings and lowering the channel flowline approximately three feet for increased capacity. Goals have been completed by constructing a portion of the ultimate channel design, including failed street reconstruction, construction of two reinforced concrete box (RCB) structures with wing walls at Rosewood Street and Second Street along with the reconstruction of the upstream and downstream transitions made up of 1/2 ton loose riprap. Each RCB's flowline was constructed to the ultimate channel depth then filled with compacted soil to match the existing channel flowline.

**Services:** Services included project management, bidding services, construction management, construction staking, inspection services, as as-built verification.

## SECTION C: FIRM QUALIFICATIONS



### Article III Sidewalk Improvements Project City of Highland, CA

**Client Contact**  
Mr. Ernie Wong  
27215 Baseline  
Highland, CA 92346  
(909) 864-8732

**Project Cost**  
\$1.9 Million

**Dates**  
Current

**Project Team**  
Terry Renner, P.E., Q.S.D.  
Michael P. Thornton, P.E., P.L.S.  
Ron Musser, P.L.S.  
Stephen Biscotti  
Brad Enscoe  
Patrick Palafox

**Description:** The Article III Sidewalk Improvements Project is located throughout the City of Highland. The project includes street widening, sidewalk grinding, drainage improvements, construction of pavement rehabilitation, median and trail construction, removal and reconstruction of concrete sidewalks, curbs and gutters, cross-gutters, bus stop improvements, ADA ramps, bus pads and driveway approaches, construction of catch basins and storm drains, relocation of miscellaneous utilities, and signing and striping at more than 100 individual locations.

**Services:** Services include utility relocation and coordination, construction management, inspection, construction management, and field survey.



### Calimesa On-Call Inspection Services City of Calimesa, CA

**Client Contact**  
Ms. Bonnie Johnson  
City of Calimesa  
908 Park Avenue  
Calimesa, CA 92320  
(909) 795-9801

**Project Cost**  
N/A

**Dates**  
Current

**Project Team**  
Michael P. Thornton, P.E., P.L.S.  
Terry Renner, P.E., Q.S.D.  
Brad Enscoe  
Patrick Palafox  
Stephen Biscotti

**Description:** TKE provides on-call inspection services to the City for development and capital improvement projects. TKE is providing inspection services for multiple capital improvement projects, several small and large tract developments, single family residential units and commercial retail centers within the City as well as utility encroachment permit operations.

**Services:** Services included project management, utility coordination, professional services coordination, daily inspection and documentation, photo log preparation, punch list preparation, project close out and record drawings.

## SECTION C: FIRM QUALIFICATIONS

### SECTION C.4

#### SUBCONSULTANTS

We will utilize Leighton Consulting, Inc. (Leighton) for Geotechnical Observation and Testing, Laboratory Testing, and Materials Special Inspection, and Testing. Leighton provides engineering solutions to public agencies, property owners, and facilities. Their focus is the physical sciences encompassing the geotechnical and environmental disciplines. Their project teams are structured to provide an effective mix of Professional Geotechnical Engineers, Civil Engineers, Professional Geologists and Certified Engineering Geologists, Registered Hydrogeologists, and Certified Inspectors all in Southern California.

Mr. Jason Hertzberg will be the Project Manager/Geotechnical Engineer for this contract. He will be the primary contact for deliverables, budgets, and staffing. Jason will manage all technical project services and project personnel through completion of the contract. He will determine scope and assign engineering, geology, and testing staff specific to each project. Will provide geotechnical analyses, seismic ground motion studies, construction technical specifications, and write geotechnical reports.

Mr. Hertzberg has experience in geotechnical investigations from the most preliminary stages through site investigation, laboratory testing, data analysis, seismic and liquefaction hazards analysis, foundation design, soil reinforcement, slope stability analysis, and the use of computer applications for geotechnical engineering. He has performed for various types of civil facilities, including large-scale public works, roadways, commercial, master-planned communities, school districts, and industrial developments. He can be reached at (909) 527-8771 and/or by email at [jhertzberg@leightongroup.com](mailto:jhertzberg@leightongroup.com).

Their office located at 10532 Acacia Street, Suite B-6, Rancho Cucamonga, CA 91730 will serve the City through this contract on an on-call basis for geotechnical, materials testing and inspection services, as required by County project managers. They are well-qualified and well-equipped to provide the City with materials and soils testing accurately and in a timely manner with two Caltrans-approved, ASTM-, and AASHTO-certified

laboratories, an on-site mobile laboratory, and the resources of 30 laboratory technicians, with more than 50 field engineering technicians and deputy special inspectors residing in San Bernardino, Riverside, and Orange counties. Leighton's personnel resources are not only extensive, but many of their technicians and inspectors are cross-trained, and carry certifications in both soils and materials tests—effectively reducing the number of technicians needed on site, thereby lowering costs.

They are familiar with the geological conditions of the area and have a comprehensive understanding of public works projects, having performed geotechnical engineering, and testing and inspection for over 20 municipal agencies throughout the Inland Empire. Examples include San Bernardino County Flood Control District; San Bernardino County Public Works; San Bernardino County Special Districts; San Bernardino County Real Estate Services Department, Project Management Division; Riverside County Flood Control; Cucamonga Valley Water District; Cities of Rialto, Fontana, Ontario, Chino, Chino Hills, and Corona; more than a dozen school districts, including Central School District, and Ontario-Montclair School District; and several colleges, including San Bernardino Valley Community College and Chaffey College. For these public agencies, we have provided a full spectrum of geotechnical investigations during design, special inspection and material testing, and soils observation and testing services during construction.

Leighton's qualifications include:

- A legacy of effective award-winning engineering solutions for technically challenging sites
- Widespread knowledge of geological and geotechnical site conditions in Southern California
- Extensive data about project sites—historical aerial photographs, published reports, and maps
- Creating successful projects through a partnering approach
- Knowledge of agency requirements

## SECTION C: FIRM QUALIFICATIONS

- Observation and testing of millions of cubic yards of grading and earthwork each year
- The most extensive geotechnical laboratory services, Caltrans-approved, in California with three locations to serve your needs

Specific project experience is as follows:

### **Rialto Municipal Airport Redevelopment, Hillwood Rialto, LLC, Rialto, CA**

The 509-acre Rialto Municipal Airport officially closed in 2014, and formerly accommodated mostly small, private aircraft. During the airport's later operational years, Leighton performed geotechnical and environmental services to evaluate the site for redevelopment. These services included:

- Geotechnical Investigation for Due Diligence Review for a Proposed 600-Acre Residential and Commercial Development
  - Excavated 24 hollow-stem auger borings and 20 test pits.
  - Reviewed available literature and aerial photos pertaining to the site.
  - Identified potential geotechnical constraints to development of the site such as corrosion potential and compressibility of the onsite soils, and seismic shaking.
  - Provided preliminary recommendations for construction such as those for earthwork and grading, foundations, seismic design parameters, retaining walls, and pavement design.
- Geotechnical Study to Support the Environmental Impact Report
  - Provided preliminary assessment of potential geologic, soils, and seismic impacts that may have impacted the design and construction of the Rialto Specific Plan Project, intended to be used as a part of the Environmental Impact Report for the project.
  - Evaluated site conditions based on available data and our geotechnical investigation.
- Potential geotechnical impacts included those related to subsurface soil conditions, groundwater, faulting and seismicity.
- Preliminary recommendations included site clearing, remedial removals of potentially compressible materials, and fill compaction.
- Environmental Sampling and Analysis of Stockpiled Soils
  - Stockpiled materials in the southwestern portion of the former Rialto Airport were sampled and tested for total petroleum hydrocarbon full carbon chain (TPH-cc).
  - The TPH-cc concentrations were compared to the US EPA Region 9 residential and commercial/industrial Regional Screening Level (RSL) (U.S. EPA, 2015) for TPH aromatic and aliphatic fractions for the gasoline range organics, diesel range organics, and oil range organics carbon ranges.
  - The sample results were also compared to the aromatic and aliphatic fraction RSLs in accordance with the Department of Toxic Substances Control, Human and Ecological Risk Division guidelines.
  - The results indicated the soil was suitable for unrestricted land use.
- Geotechnical construction services for major arterial streets and backbone infrastructure for the development.
  - Street improvements consisted of the construction of joint utilities, overexcavation and preparation of the sidewalk, curb and gutter, and street subgrade, and construction of curbs and gutters and the street pavement section.
  - Laboratory testing to determine maximum dry density and optimum moisture content, grain size distribution (sieve analysis), R-value testing and sand equivalent of representative soil samples as well as compressive strength testing of concrete cylinders.
  - Observation and testing services during utility line backfill included observing the placement of bedding and shading sand for

## SECTION C: FIRM QUALIFICATIONS

acceptable hydrocompaction and performing testing of compacted trench backfill.

- Geotechnical investigation of a 60-acre retail center within the development, including infiltration testing.
  - Excavated 21 hollow-stem auger borings and 15 test pits.
  - Conducted well permeameter tests within 14 of the borings
  - Reviewed available literature and aerial photos pertaining to the site.
  - Identified potential geotechnical constraints to development of the site such as corrosion potential and compressibility of the onsite soils, and seismic shaking.
  - Provided preliminary recommendations for construction such as those for earthwork and grading, foundations, seismic design parameters, retaining walls, and pavement design.
- Geotechnical services during the construction of regional water quality basins.
  - Provided observation and density testing during overexcavation operation and placement of compacted fill.
  - Conducted laboratory testing for maximum dry density and optimum moisture content of representative soil materials.

**Team Member Involved:** Philip Buchiarelli (Principal Geologist), Jason Hertzberg (Principal Engineer)

**Reference:**

**Rialto Airport, Lewis Operating Corp.** | Scott Crawford  
1156 N. Mountain Avenue, Upland, CA 91786  
(909) 946-7598 | [scott.crawford@lewismc.com](mailto:scott.crawford@lewismc.com)

**Rialto Renaissance Specific Plan EIR, Rialto, CA**

Rialto Renaissance is a 1,500-acre mixed-use development planned for an area partially occupied by the Rialto Municipal Airport. Residential development will be the principal use for the central portion of the site, with commercial, industrial, and public/institutional

developments planned for its perimeter along State Route 210.

Leighton conducted a geotechnical study to assist in the preparation of the Geology and Soils sections of the Environmental Impact Report (EIR) for the Rialto Renaissance Specific Plan. Our geotechnical input for this study included data collected during a previous investigation we performed for portions of the site. Specific items addressed in the study include soil characteristics; faulting and seismicity; secondary seismic hazards; slope stability; geologic structure; groundwater conditions; and erosion.

**Team Member Involved:** Philip Buchiarelli (Principal Geologist), Jason Hertzberg (Principal Engineer)

**Reference:**

**Renaissance Specific Plan EIR, Lewis Operating Corp.** | Daniel Coburn, Project Manager  
1156 N. Mountain Avenue, Upland, CA 91786  
(909) 946-6744 | [Daniel.coburn@lewisop.com](mailto:Daniel.coburn@lewisop.com)

## **SECTION D: FIRM RESOURCES**

### **SECTION D.1**

#### **WORKLOAD**

TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified staff enables our clients to serve their constituents in a cost effective and efficient manner. All team members presented will be available to complete the services presented. TKE is committing to this performance considering our current workloads. Should additional TKE staff be needed to meet TKE's commitment, additional resources will be assigned.

From the time the City requests additional services, TKE can prepare a cost proposal and implement additional staff in approximately five working days. If required, TKE can reduce the amount of time to two working days to accommodate emergency situations.

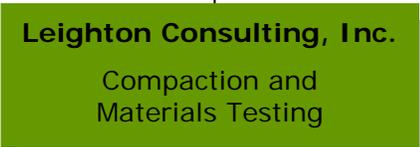
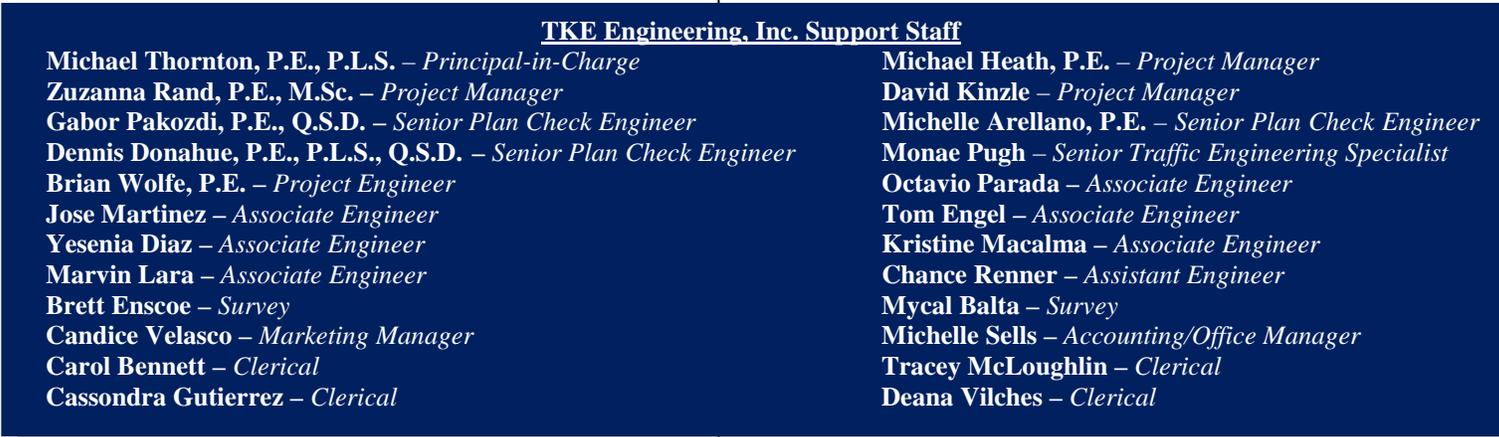
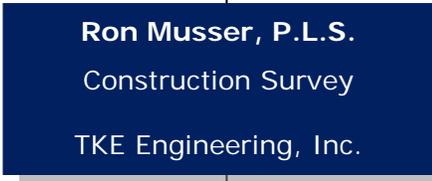
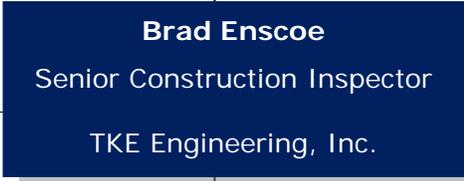
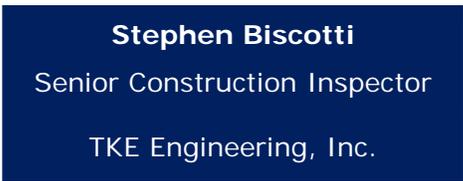
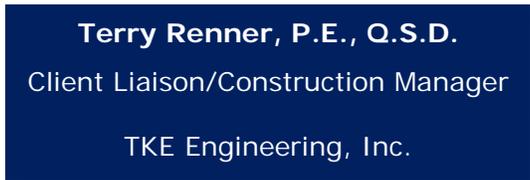
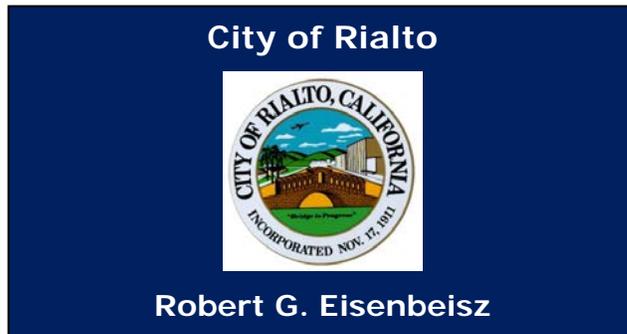
### **SECTION D.2**

#### **AVAILABILITY TO PERFORM WORK**

TKE is committed to completing all of the services required for the duration of the contract. TKE will always ensure resources needed to complete the required tasks will be provided. TKE has extensive experience with an excellent reputation in the provision of construction management and inspection services for municipal agencies. Throughout our history, we have provided construction management and inspection services for every type of public works project including, street widening, pavement rehabilitation, pedestrian enhancements, traffic signals, bicycle facilities, trail facilities, drainage systems, detention/retention basins, water quality basins and facilities, parks, parking lots, bus/transit facilities, public buildings, water system, wastewater system, and recycled water system improvements for numerous municipal agencies. We have successfully completed complex and challenging projects for a variety of municipal agencies who have continued to request that we partner with them in delivering value to their communities. A detailed Scope of Services is shown in Section A.3 above. In addition, TKE's organizational chart is shown below.

# SECTION D: FIRM RESOURCES

## ORGANIZATIONAL CHART



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# Appendix 'A'



## Resumes

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## Mr. Terry Renner, P.E., Q.S.D.

### ***Project Role***

Client Liaison / Construction  
Manager

### ***Education***

BS, Civil Engineering,  
California State Polytechnic  
University, Pomona

### ***Continuing Education***

Caltrans SWPPP Certified  
QSP/QSD Training

### ***Registration***

Registered Civil Engineer,  
PE 69984 (CA)

Qualified SWPPP Developer  
and Practitioner #24329

### ***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 Vice President of TKE and has over 18 years of experience in civil engineering infrastructure projects, including transportation improvements, drainage improvements, sewer and water improvements, facilities improvements and recreation improvements. He has managed numerous projects and has delivered projects for the County of San Bernardino and Cities of Rialto, Fontana, Upland, South El Monte, Highland, Calimesa, El Monte, Riverside, and Redlands. As a construction manager, Mr. Renner has been responsible for supervising a staff of inspectors, construction coordination and scheduling, utility relocation coordination, public relations, submittal review, coordination with subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. 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.

### ***Related Experience***

- *Rialto Channel, City of Rialto, CA – Two Crossings Improvement Project, City of Rialto, CA* – Mr. Renner was Project and Construction Manager for this project, which included construction of two RCB structures with wingwalls at Rosewood Street and Second Street, in conjunction with reconstruction of the upstream and downstream transitions made up of ½-ton loose riprap.
- *Stuart Avenue Storm Drain Improvements, City of Redlands Public Works Department, City of Redlands, CA* – Mr. Renner performed project management, design, and construction administration services for approximately 4,500 linear feet of RCP storm drain pipeline ranging from 18-inch diameter to 120-inch diameter and 700 linear feet of waterline improvements within Caltrans right-of-way. The inspection included storm drain installation, including manholes, junction structures, catch basins and connection to existing open channel.
- *San Bernardino Avenue Street Improvements, City of Fontana, CA* – Mr. Renner provided Construction Administration services for the San Bernardino Avenue street and storm drain improvements project which is located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway from Commerce Drive to Cherry Avenue. The proposed median and sidewalk improvements minimize turning movements providing for increased vehicular capacity, corridor beautification, and improved traffic and pedestrian safety. Construction Management, Inspection and construction staking is being provided by TKE for approximately 8,800 linear feet of street median, sidewalk and storm drain improvements. TKE provided utility and railroad coordination for the relocation and adjustment of various utility improvements (i.e., power poles, meters, vaults, etc.) and the railroad crossing upgrade. TKE prepared all legal descriptions, right-of-way acquisition plats, temporary construction easement plats and negotiated with property owners for 5 separate parcels
- *Upland Basin, City of Upland, CA* – Mr. Renner provided project and construction management services for the 1300 acre-foot flood control and aquifer recharge basin project that included DSOD jurisdictional facilities, inlet and outlet facilities, permitting with the US Army Corps of Engineers California Department of Fish and game, and related work. The project included preparation of basin, street improvements, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environmental compliance, storm water pollution prevention plan preparation, right-

## APPENDIX 'A': RESUMES

of-way acquisition, aerial mapping, and related civil engineering services.

- *Calimesa Creek Storm Drainage Improvements, City of Calimesa, CA* – Mr. Renner is serving as the Project Manager for the Calimesa Creek Storm Drainage Improvements Project, located in the City of Calimesa along County Line Road between the Interstate 10 Freeway and 5th Street. The proposed project is planned to provide bank stabilization and storm water management improvements along a 0.6 mile portion of the Calimesa Creek to mitigate erosion and flooding of the earthen channel with undersized street culvert crossings and severely eroded side slopes with near vertical walls. The project will provide 100-year storm protection as well as other important benefits including groundwater recharge of storm water, environmental restoration and enhancement, recreational trails and increased protection to existing developments. The project will include environmental assessment and processing, preliminary engineering and project scoping, design, right-of-way acquisition, EPA funding coordination and management and additional drainage system improvements.
- *Foothill Boulevard Storm Drain Improvement Project, City of Upland, CA* – The Foothill Boulevard Storm Drain Improvements Project is located in the City of Upland north of the Interstate 10 Freeway between Monte Vista Avenue and Central Avenue. Mr. Renner was Project and Construction Manager for this project, which included construction of the proposed drainage improvements provided for 100-year flood conveyance for the west Upland area through approximately 3,700 linear feet of 102” through 72” RCP storm drain improvements. The storm drain conveys flows from the south limits of the airport and proposed developments north of Foothill Boulevard to the Upland Basin Services included preliminary design, construction document preparation, right-of-way document preparation, bidding assistance, construction management and construction surveying for the project. TKE was also responsible for permit and agency coordination with Caltrans, U.S. Army Corps and San Bernardino County Flood Control District.
- *Arden Drive Street Improvements, City of El Monte, CA* – The Arden Drive Water System, Sewer, and Street Improvements Project is located in the City of El Monte north of the Interstate 10 Freeway on Arden Drive between Valley Boulevard and the BNSF Railroad crossing. Proposed water system, sewer, and street improvements, including traffic signal installation and interconnect conduit were constructed with ARRA funding and schedule requirements. The project provided water line upgrades and construction of additional sewer and street improvements to serve a proposed development for the new public works yard and Department of Motor Vehicles office. Supplemental ground design survey and design services, including preparation of plans, specifications and estimates were provided by TKE for approximately 1,600 linear feet of water, sewer and street improvements, traffic signal and interconnect wiring, and signing and striping improvements.
- *Foothill Boulevard Median and Traffic Signal Improvements, City of Fontana, CA* – Mr. Renner was the Project Manager for this 1,300 linear feet of median, traffic signal modification, and street widening improvements. The project is between Sierra Avenue and Mango Avenue. Project components included construction of ultimate street widening, median, curb and gutter, sidewalk, traffic signals, striping, and onsite private improvements.
- *Alessandro Boulevard Street Improvements, City of Riverside, CA* - The Alessandro Boulevard Street Improvements Project is located in the Eastern Riverside Canyon Crest area between Chicago Avenue and Trautwein Road. The project improvements provided street widening, median improvements, storm drain and culvert crossing improvements, traffic signal construction and modifications, street lighting, undergrounding of existing power poles, and landscaping and irrigation for corridor beautification and improved traffic and pedestrian safety. Supplemental conventional ground survey and field reconnaissance was provided by TKE for approximately 11,900 linear feet of street widening and median improvements. TKE prepared legal descriptions, right-of-way acquisition plats, temporary construction easement plats, slope easement plats, and grant and easement deeds for 7 parcels. This project resulted in changed conditions that reduced the contract amount by approximately 5%.



## Mr. Steven W. Ledbetter, P.E.

**Project Role**  
Construction Manager

**Education**  
BS, Civil Engineering  
(Environmental),  
California State Polytechnic  
University, Pomona

**Registration**  
Registered Civil Engineer,  
PE 84044 (CA)

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

**Certifications**  
Certificate (2007),  
CAD Pilot Boot Camp  
for AutoCAD Civil 3D  
Certificate (2010),  
Caltrans 24 Hour Training for  
Water Pollution  
Control Managers

Mr. Ledbetter has over 17 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. As a construction manager, Mr. Ledbetter has been responsible for supervising a staff of inspectors, construction coordination and scheduling, utility relocation coordination, public relations, submittal review, coordination with subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. 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.

### Related Experience

- *Cactus Channel and Basins Forensic Drainage Analysis, City of Rialto, CA* – Mr. Ledbetter was Project and Construction Manager for this project, which included construction of two RCB structures with wingwalls at Rosewood Street and Second Street, in conjunction with reconstruction of the upstream and downstream transitions made up of ½-ton loose riprap.
- *2<sup>nd</sup> Street Safe Routes to School, City of Calimesa/Yucaipa, CA* – As Project Engineer, Mr. Ledbetter assisted with the design and construction of SR2S funded pedestrian path of travel enhancements to provide safer walking paths along 2<sup>nd</sup> Street between Avenue “L” and Avenue “H” and along Avenue “L” between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street. The project included design and construction of proposed curb, gutter and sidewalk improvements for increased pedestrian safety. The project included approximately 1-mile of street improvements together with structural bridge widening over existing drainage channel, right-of-entry acquisition, public outreach and coordination, utility relocation and roundabout construction at the intersection of County Line Road and 2<sup>nd</sup> Street. Mr. Ledbetter was also responsible for grant management with the Caltrans Local Assistance, bidding services, permitting, construction administration and utility coordination.
- *Well 33 Solar Project, Mission Springs Water District, CA* – Mr. Ledbetter is providing project and construction management services for the development and construction of a 1.0 megawatt solar photovoltaic system in the City of Desert Hot Springs. When complete, the project will offset approximately 25-percent of the District’s energy consumption. In addition, Mr. Ledbetter assisted with the preparation of a grant application for the District through AQMD, a regional governmental agency responsible for meeting air quality health standards. The District was successful in achieving \$3.3 million in funding for the renewable energy project. TKE provided the following services: grant preparation and administration, funding and consultant agreement preparation, preparation of bid documents, design-build contractor procurement, design review, SCE interconnection coordination, construction administration, and coordination with District staff and Board, consultants, funding agencies, and public entities.
- *ATP Cycle 1 Safe Routes to Calimesa and Wildwood Elementary Schools, City of Yucaipa, CA* – As Project Engineer, Mr. Ledbetter is providing design engineering services including preparation of full Construction documents including environmental compliance documents, right-of-way acquisition, plans, technical specifications,

## APPENDIX 'A': RESUMES

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.

- *Safe Route to Schools Cycle 10 (SR2S), City of Coachella, CA* – TKE is providing 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. Mr. Ledbetter served as Project Engineer for the project.
- *County Line Road Interchange Improvements, City of Calimesa, CA* – Mr. Ledbetter served as Project Engineer assisting with the development of conceptual designs, including review of the existing project study report, preparation of new ramp alternatives and preliminary geometric layouts. The project is attempting to fast track construction on roundabout ramp construction to increase capacity and functionality for the Cherry Valley Boulevard on/off-ramps.
- *Cherry Valley Interchange Improvements, City of Calimesa, CA* – As Project Engineer, Mr. Ledbetter provided conceptual design services, including review of the existing project study report, preparation of new ramp alternatives and preliminary geometric layouts. The project is attempting to fast track construction on roundabout ramp construction to increase capacity and functionality for the Cherry Valley Boulevard on/off-ramps.
- *Calimesa Creek Storm Drainage Improvements, City of Calimesa, CA* – Mr. Ledbetter is assisting with project manager for the Calimesa Creek Storm Drainage Improvements Project, located in the City of Calimesa along County Line Road between the Interstate 10 Freeway and 5th Street. The proposed project is planned to provide stream bank stabilization and storm water management improvements along a 0.6 mile portion of the Calimesa Creek to mitigate erosion and flooding of the earthen channel with undersized street culvert crossings and severely eroded side slopes with near vertical walls. The project will provide 100-year storm protection as well as other important benefits including groundwater recharge of storm water, environmental restoration and enhancement, recreational trails and increased protection to existing developments. The project includes environmental assessment and processing, preliminary engineering and project scoping, design, right-of-way acquisition, EPA funding coordination and management, and additional drainage system improvements.



## Mr. Stephen Biscotti

### ***Project Role***

Senior Construction Inspector

### ***Education***

BA, Arts and Humanities  
Colorado State University

### ***Certifications***

16 Hour QSP Training  
Seminar

Lean Manufacturing  
Seminar – Gibbs Wire &  
Steel Co., Inc.

Forklift Certification  
2004 – 2012 (Both  
operator and instructor)  
– Gibbs Wire & Steel  
Co., Inc.

Step 2000 Courses  
(electricity and electrical  
control devices) Siemens  
E&A

Conflict and  
Confrontation Seminar –  
Farmers Insurance

Forklift Certification  
1984 – 1990, Various  
Wire Mills in MA, CT,  
and CA

Mr. Biscotti has over 13 years of inspection experience with the last 5 years providing public works construction inspection services. Mr. Biscotti has provided inspection services to numerous municipalities throughout Southern California. Mr. Biscotti's further background in steel manufacturing inspection and oversight provide him with an extensive knowledge of ASTM specifications and OSHA standards. Additionally, Mr. Biscotti has received Step 2000 certification from Siemens for electrical design and inspection. Mr. Biscotti has provided coordination with other project professional services including geotechnical and survey. Mr. Biscotti has worked as a Public Works Inspector for inspection of capital improvement and developer installed improvements relating to the construction of water, sewer, streets, drainage, traffic signals, parks and housing tract improvements. Mr. Biscotti has prepared daily inspection reports, developed construction photo logs, prepared tie sheets, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, and developed remedial work lists.

### ***Related Experience***

- *5<sup>th</sup> Street Corridor Improvements Project* – Mr. Biscotti performed construction inspection services for installation of a new traffic signal on 5<sup>th</sup> Street located in the City of Highland west of the Interstate 210 Freeway. The 5<sup>th</sup> Street Corridor Improvements Project is located on 5<sup>th</sup> Street from Victoria Avenue to Palm Avenue in the City of Highland. The project includes construction of approximately one mile of pavement rehabilitation, removal and reconstruction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, bus pads and driveway approaches, construction of catch basins and storm drains, installation of a new traffic signal system at the intersection of 5<sup>th</sup> Street and Central Avenue, relocation of miscellaneous utilities, raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors. Services include value engineering, striping and signal redesign, utility relocation and coordination, construction management, inspection, construction staking and coordination with property owners.
- *San Bernardino Avenue Median Hardscape and Drainage, City of Fontana, Fontana, CA* – Mr. Biscotti performed inspection services for 11,000 linear feet of median and parkway hardscape improvements. Inspection included sidewalk installation, grading, cobble installation, design layout, storm drain pipe installation and connection to existing storm drain system, Concrete forms, and DG installation.
- *Tilton Avenue Sewer Improvements, Rubidoux Community Services District, CA* – Mr. Biscotti performed construction inspection for 2,100 linear feet of 15" vitrified clay pipe sewer improvements with 35 laterals and septic system abandonments. Inspection included daily review of the installation of sewer improvements consisting of VCP pipe, manholes, drop manholes, laterals, connections to existing sewers, abandonments, asphalt concrete pavement, overlay, signing, striping, SWPPP, traffic control, site protection and clean up.
- *Pacific Avenue 16" and 12" Water Pipeline Improvements Project, City of Jurupa Valley, CA* – Mr. Biscotti performed construction inspection services for approximately 5,525 linear feet of 16" and 12" ductile iron and polyvinyl chloride pipe, including connection to existing system, construction of new water system

## APPENDIX 'A': RESUMES

infrastructure, bore and jack with 24" steel casing, 59 service meter connections, appurtenances and demolition and abandonment of required existing facilities.

- *Baseline Gardens Water Improvement, East Valley Water Department, Highland, CA* – Mr. Biscotti performed construction inspection services for approximately 18,000 linear feet of 8" diameter DIP Pipe including more than 500 water meter installations. Inspection included water line installation, including 6" and 8" ductile iron water mains, gate valves, fire hydrant installations, water meter installations, street paving, street marking, and traffic control.
- *Mission Boulevard Pipeline, Rubidoux Community Services District, City of Jurupa Valley, CA* – Mr. Biscotti performed construction inspection services for approximately 4,700 linear feet of 24" cement mortar lined and coated steel pipe water main improvements to two separate contractor's performing work simultaneously. The project included restrained joints, system appurtenances, and connections to the existing system and interconnection to Jurupa Community Services District.
- *Manganese Treatment Facility and 0.5 MG Reservoir Project, City of Huntington Park, CA* – Mr. Biscotti performed construction inspection services for the construction of a grant funded 70-foot tall welded steel reservoir replacement project and a fully redundant manganese filtration plant capable of flowrates up to 1500 gpm in the City of Huntington Park. The project included the removal of a structurally deficient steel reservoir and construction of the proposed welded steel reservoir including a ring footing with 45-foot deep 3-foot diameter caissons to combat liquefaction issues. The reservoir removal and replacement is located within fifteen feet of an existing 70-foot tall 2 million gallon steel reservoir to be protected during construction.
- *Recycled Water Pipeline Project, City of Hesperia, CA* – Mr. Biscotti performed construction inspection services for this project which consists of construction of 8 miles of recycled water pipelines ranging for 16" to 8" in diameter including, plan and profiles, specifications, cost estimates, and DWR funding management. In addition, TKE is providing construction assistance services, grant funding management, and inspection for pipeline construction.
- *Tract 17682 Offsite Sewer Improvements, East Valley Water District, City of Highland, CA* – Mr. Biscotti performed construction inspection services for approximately 950 linear feet of 8" PVC sewer pipeline along Webster Street between Greenspot Road and Boulder Avenue and southeast along Boulder Avenue to the Tract development. The inspection included sewer main installation, including pipe bedding, manholes, laterals, pavement repair and connection to existing sewer.
- *La Praix Sewer Bypass Improvements, East Valley Water District, City of Highland, CA* – Mr. Biscotti performed construction inspection services for approximately 300 linear feet of 10" fused SDR sewer pipeline along La Praix Street between Baseline Street and Messina Street. The inspection included sewer main installation, including pipe bedding, manholes, laterals, pavement repair, connection to existing sewer and reconstruction of existing retaining wall.



## Mr. Brad Enscoe

### ***Project Role***

Senior Construction Inspector

### ***Education***

Yosemite High School

### ***Continuing Education***

16 Hour QSP Training Seminar

APWA, Construction Inspection

CMAA, Construction Inspection for  
Public Works

Public Works Inspector Level 1  
Testing

Mr. Enscoe has over 13 years of experience providing public works construction inspection services. Recently, Mr. Enscoe is providing on-call inspection services to the City of Calimesa for capital improvement and developer installed street, drainage, utility and housing projects as well as street, drainage, park, water and sewer improvements to numerous Cities, municipal agencies, and the County of San Bernardino. In addition to daily inspection services, Mr. Enscoe has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, developed remedial work list and system startup inspections. In addition, Mr. Enscoe has provided coordination with other project professional services (e.g. Geotechnical and Surveying).

### ***Related Experience***

- *On-Call Inspection Services, San Bernardino Municipal Water Department, CA* – Mr. Enscoe is providing on-call inspection services to the City of San Bernardino Municipal Water Department (SBMWD) on numerous public and private improvements related to housing tracts and commercial development projects, as well as capital improvement projects throughout the City. Mr. Enscoe has provided inspection of more than 46 pipeline projects totaling more than 100,000 linear feet of pipeline installation for SBMWD.
- *On-Call Inspection Services, City of Calimesa, CA* – Mr. Enscoe is providing on-call inspection services to the City of Calimesa on numerous public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the City.
- *On-Call Inspection Services, City of Menifee, CA* – Mr. Enscoe provided on-call inspection services to the City of Menifee on public and private improvements for more than 90 development projects related to housing tracts and commercial development, as well as utility construction projects, and capital improvement projects throughout the City.
- *San Bernardino Avenue Trunk Sewer Improvements, City of Fontana Public Works Department, City of Fontana, CA* – Mr. Enscoe performed construction inspection services for approximately 21,500 linear feet of sanitary sewer VCP pipeline ranging from 6-inch to 48-inch diameter. This project included construction of two siphons, one of which involved coordination with the Metropolitan Water District, as well as inspection services for bore and jack construction. Other Services provided on this project included relocation of 30-inch diameter CMP storm drain and 12-inch PVC laterals, as well as associated street improvements and rehabilitation.
- *2010 ARRA and CDBG Pavement Rehabilitation Projects, City of El Monte, CA* – Mr. Enscoe performed simultaneous construction inspection services with multiple contractors for both projects totaling approximately 39,000 linear feet of various pavement rehabilitation methods, including grind and overlay, full depth removal and replacement, fog seal and slurry seal.

## APPENDIX 'A': RESUMES

- *4<sup>th</sup> Street Community Park, City of Calimesa, CA* – Mr. Enscoe provided construction inspection services for the 4<sup>th</sup> Street Community Park project located in the City of Calimesa on 4<sup>th</sup> Street south of County Line Road. The project included the construction of a 2.5 acre park with outdoor pavilion, restrooms, storage room, perimeter fencing and walls, two age defined playground facilities, walking trails with fitness stations, large and small breed dog parks and several tranquility gardens.
- *San Bernardino Avenue Median and Traffic Signal Improvements, City of Fontana, CA* – Mr. Enscoe performed construction inspection services for installation of a new traffic signal and approximately 300 linear feet of median improvements on San Bernardino Avenue located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway near Commerce Drive. This projects proposed median and traffic signal improvements were constructed to provide a centralized turning procedure for the Walmart Distribution facility with nearly 1,000 turning movements per day. The project provides for increased vehicular capacity, corridor beautification, and improved traffic and pedestrian safety.
- *Arden Drive Street, Drainage, Sewer, Water, and Traffic Signal Improvements, City of El Monte, CA* – Mr. Enscoe performed construction inspection services for approximately 1,600 linear feet of street, 8” vitrified clay pipe sewer, 12” ductile iron water, drainage facility improvements and installation of a new traffic signal along Arden Drive between Valley Boulevard and BNSF Railroad Crossing.
- *San Bernardino Avenue Street Improvements, County of San Bernardino, CA* – Mr. Enscoe performed construction inspection services for this 8,800 linear feet of street median, sidewalk, traffic signal and storm drain improvements. This project included coordination with Union Pacific Railroad, the City of Fontana and compliance with requirements of a wide variety of funding sources to construct ultimate street widening improvements including median, curb and gutter, sidewalk, landscaping, traffic signal modification, striping, storm drain and sewer crossings and private onsite improvements. The project included right-of-way acquisition for eight parcels.
- *Upland Basin, City of Upland, CA* – Mr. Enscoe performed construction inspection services for the 1300 acre-foot flood control and aquifer recharge basin project that included DSOD jurisdictional facilities, inlet and outlet facilities, permitting with the US Army Corps of Engineers California Department of Fish and game, and related work. The project included construction of basin, street improvements, storm drain, and spillway.
- *Stuart Avenue Storm Drain Improvements, City of Redlands Public Works Department, City of Redlands, CA* – Mr. Enscoe performed construction inspection services for approximately 4,500 linear feet of RCP storm drain pipeline ranging from 18-inch diameter to 120-inch diameter and 700 linear feet of waterline improvements within Caltrans right-of-way. The inspection included storm drain installation, including manholes, junction structures, catch basins and connection to existing open channel.



## Mr. Patrick Palafox

***Project Role***  
Senior Construction Inspector

***Education***  
Colton High School

Mr. Palafox has over 12 years of experience in public works construction and has provided inspection services for the past four years. Recently, Mr. Palafox is providing on-call inspection services to the City of Calimesa for capital improvement and developer installed street, drainage, utility and housing projects as well as street, drainage, park, water and sewer improvements to numerous Cities, municipal agencies, and the City of Highland. In addition to daily inspection services, Mr. Palafox has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, developed remedial work list and system startup inspections. In addition, Mr. Palafox has provided coordination with other project professional services (e.g. Geotechnical and Surveying).

### **Related Experience**

- *On-Call Inspection Services, City of Calimesa, CA* – Mr. Palafox is providing on-call inspection services to the City of Calimesa on numerous public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the City. Mr. Palafox has performed inspection services for more than 10 miles of street construction and improvements within the City.
- *2<sup>nd</sup> Street Safe Routes to School, City of Calimesa/Yucaipa, CA* – Mr. Palafox is providing Construction Inspection services for the City of Calimesa for the SR2S funded pedestrian path of travel enhancements to provide safer walking paths along 2<sup>nd</sup> Street between Avenue “L” and Avenue “H” and along Avenue “L” between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street. The project includes construction of proposed curb, gutter and sidewalk improvements for increased pedestrian safety. The project includes approximately 1 mile of street improvements together with structural bridge widening over existing drainage channel, right-of-entry acquisition, public outreach and coordination, utility relocation and roundabout construction at the intersection of County Line Road and 2<sup>nd</sup> Street.
- *Article III and Miscellaneous Sidewalk Improvements Project* – Mr. Palafox is providing Construction Inspection services for the City of Highland. The Article III and Miscellaneous Sidewalk Improvements Project is located throughout the City of Highland. The project includes construction of pavement rehabilitation, median and trail construction, removal and reconstruction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, bus pads and driveway approaches, construction of catch basins and storm drains, relocation of miscellaneous utilities, signing and striping at more than 100 individual locations.
- *Tract 32702 Offsite Street Improvements, City of Calimesa, CA* – Mr. Palafox provided Construction Inspection services for the City of Calimesa for the offsite street widening improvements associated with the Summerwind Ranch development. The project included widening approximately 4,000 linear feet of Palmer Avenue and Tukwet Canyon Parkway to a four lane roadway with raised landscape median or median turn lane. The project includes construction of road widening, pavement rehabilitation, removal and reconstruction of concrete

## APPENDIX 'A': RESUMES

sidewalks, curbs and gutters, cross-gutters, ADA ramps, driveway approaches, construction of catch basins and storm drains, installation of a new utilities, raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors.

- *5<sup>th</sup> Street/Greenspot Road Bikeway Improvements Project* – Mr. Palafox provided Construction Inspection services for the City of Highland. The 5th Street/Greenspot Road Bikeway Improvements Project is located on 5th Street from Tippecanoe Avenue to Easterly City Limits in the City of Highland. The project includes which includes minor street widening, installation of wayfinding and bike signs, installation of class II bike lanes, construction of trail improvements and kiosk construction.
- *Desert Lawn Drive Pavement Rehabilitation, City of Calimesa, CA* – Mr. Palafox provided Construction Inspection services for the City of Calimesa. The Desert Lawn Drive Pavement Rehabilitation Project is located in the City of Calimesa between Cherry Valley Boulevard and Champions Drive which included rehabilitation of 6,500 linear feet of frontage road. The project included Type II Slurry Seal, cold milling, and asphalt concrete overlay.
- *5<sup>th</sup> Street and Donna Lane Pavement Rehabilitation, City of Calimesa, CA* – Mr. Palafox provided Construction Inspection services for the City of Calimesa. The 5<sup>th</sup> Street and Donna Lane Pavement Rehabilitation Project is located in the City of Calimesa on two local residential streets which included rehabilitation of 2,200 linear feet of road. The project included Type II Slurry Seal, cold milling, and asphalt concrete overlay.



## Mr. Ron Musser, P.L.S.

***Project Role***  
Construction Survey

***Registration***  
Professional Land Surveyor, LS  
4230 (CA)

***Affiliations***  
American Council of  
Engineering Companies of  
California

Mr. Musser has over 50 years of experience in performing field and office surveying services for public and private projects including roadway and highway projects. Prior to joining TKE Engineering, Inc., Mr. Musser worked as a Partner in an engineering and surveying firm and supervised the mapping department providing mapping and calculations support for the firm's projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects over the past 11 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys.

### **Related Experience**

- *Upland Basin, City of Upland, CA* – Mr. Musser provided topographic design survey, aerial target placement, ALTA survey, Parcel Map preparation and construction staking for the 1300 acre-foot flood control and aquifer recharge basin project that included DSOD jurisdictional facilities, inlet and outlet facilities, and related work. The project included preparation of basin, street improvements, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environmental compliance, storm water pollution prevention plan preparation, right-of-way acquisition, aerial mapping, and related civil engineering services.
- *Stuart Avenue Storm Drain Improvements, City of Redlands Public Works Department, City of Redlands, CA* – Mr. Musser provided topographic design survey and construction staking for approximately 4,500 linear feet of RCP storm drain pipeline ranging from 18-inch diameter to 120-inch diameter and 700 linear feet of waterline improvements within Caltrans right-of-way. The inspection included storm drain installation, including manholes, junction structures, catch basins and connection to existing open channel.
- *San Bernardino Avenue Street Improvements, County of San Bernardino, CA* – Mr. Musser was the Project Surveyor for this 8,800 Linear feet of street median, sidewalk, and storm drain improvements. Mr. Musser provided all topographic design surveying and construction staking for construction of ultimate street widening improvements including median, curb and gutter, sidewalk, landscaping, traffic signal modification, striping, storm drain and sewer crossings and private onsite improvements. In addition, Mr. Musser prepared legals, plats and grant deeds for right-of-way acquisition on eight parcels.
- *Foothill Boulevard Median and Traffic Signal Improvements, City of Fontana, CA* – Mr. Musser was the Project Surveyor for this 1,300 linear feet of median, traffic signal modification, and street widening improvements. Mr. Musser provided all topographic design surveying and construction staking for construction of the project between Sierra Avenue and Mango Avenue. Project components included construction of ultimate street widening, median, curb and gutter, sidewalk, traffic signals, striping, and onsite private improvements.
- *Fontana Campus Parking Improvements, City of Fontana, CA* – Mr. Musser provided topographic design survey and construction staking services for the design and reconstruction of three major parking areas across the 26 acre City Hall site to create

## APPENDIX 'A': RESUMES

additional parking space for City Staff, Police and visitors of the civic center area. The project included complete parking lot redevelopment, relocation of existing storm drain lines and catch basins, pedestrian and vehicular access to all buildings within the civic center area and themed landscaping and lighting scenarios. The project provided more than 200 additional parking spaces and increase parking lot efficiency.

- *Mead Valley Community Center, Riverside County, CA* – Mr. Musser provided topographic design surveying for the Riverside County Economic Development Agency (Agency) owned Mead Valley Community (MVCC) Center, a 5.4 acre site located on Rider Street, approximately 0.1 mile east of the intersection of Clark Street and Rider Street. The site is currently operated by Family Service Association (FSA) and provides a significant amount of beneficial services to the Mead Valley community, including medical and dental services, child care and teaching services, as well as the more traditional recreational and community room services provided at community centers. Additionally, the Mead Valley Municipal Advisory Committee (MAC) has a stake in the property through the senior room providing services for seniors in the area.
- *Foothill Boulevard Street Improvements, City of Fontana, CA* – Mr. Musser was the Project Surveyor for this 11,800 linear feet of street widening, sewer and storm drain improvements, bike lane extension and median improvements. The project was separated into two phases from East Avenue to Cherry Avenue and from Cherry Avenue to Hemlock Avenue. Mr. Musser provided all topographic design surveying and construction staking for the construction of ultimate street widening, median, curb and gutter, sidewalk, traffic signals, storm drain, sewer, striping, and onsite private improvements. In addition, Mr. Musser prepared legals, plats and grant deeds for more than twenty right-of-way acquisitions.
- *Arden Drive Street Improvements, City of El Monte, CA* – The Arden Drive Water System, Sewer, and Street Improvements Project is located in the City of El Monte north of the Interstate 10 Freeway on Arden Drive between Valley Boulevard and the BNSF Railroad crossing. Proposed water system, sewer, and street improvements, including traffic signal installation and interconnect conduit were constructed with ARRA funding and schedule requirements. The project provided water line upgrades and construction of additional sewer and street improvements to serve a proposed development for the new public works yard and Department of Motor Vehicles office. Supplemental ground design survey and design services, including preparation of plans, specifications and estimates were provided by TKE for approximately 1,600 linear feet of water, sewer and street improvements, traffic signal and interconnect wiring, and signing and striping improvements.
- *San Antonio Community Park, City of Upland, CA* – Mr. Musser provided topographic survey and construction staking for the San Antonio Community Park Project located in the City of Upland at the northwest corner of Mountain Avenue and 24<sup>th</sup> Street. Prior to project design TKE performed an aerial target layout survey and supplemental conventional survey to collect appropriate information for street and parking lot design. TKE prepared construction drawings and specifications for the construction of the street improvements, including retaining walls, sewer improvements, electrical lighting improvements, parking lot, playground, sidewalk and overflow lot grading plans. Park design was prepared utilizing all generated material onsite within a landscape mound feature at the center of the parking lot to avoid any cost for material export. During construction TKE performed construction management, administration and staking for the approximately 4-acre park site.

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# Attachment 'B'



## Required Forms

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ATTACHMENT "A"

\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"\*

REQUESTS FOR PROPOSALS (RFP) # 19-057  
CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING SERVICES FOR  
VARIOUS CAPITAL IMPROVEMENT AND LAND DEVELOPMENT PROJECTS  
SIGNATURE AUTHORIZATION

PROPOSER: TKE Engineering, Inc.

A. I hereby certify that I have the authority to submit this Proposal to the City of Rialto for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

  
\_\_\_\_\_  
SIGNATURE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual;  
 A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_

A company;  
 A corporation

2. My tax identification number is: 33-0918894

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # 1 (is)are hereby acknowledged.

The "Small Business Concerns Information" sheet shall be included as part of Attachment "A".

### Attachment "B" - Small Business Concerns Information

The Proposer shall furnish the following information. Additional sheets may be attached, if necessary.

- (1) Name: TKE Engineering, Inc.
- (2) Address: 2305 Chicago Avenue, Riverside, CA 92507
- (3) Phone No.: (951) 680-0440 Fax No.: (951) 680-0490
- (4) E-Mail: trenner@tkeengineering.com
- (5) Type of Firm: (Check all that apply)  
 Individual  Partnership  Corporation  
 Minority Business Enterprise (MBE)  Women Business Enterprise (WBE)  
 Small Disadvantaged Business (SDB)  Veteran Owned Business  
 Disabled Veteran Owned Business  Other
- (6) Business License:  Yes  No License Number: 0109901
- (7) Tax Identification Number: 33-0918894
- (8) Number of years as a firm practicing the requested services: 18 years
- (9) Three (3) projects of this type recently completed:
- Type of project: 5th Street Corridor Street Improvements  
Contract Amount: \$241,525 Date Completed: January 2017  
Owner: City of Highland Phone: (909) 864-8732
- Type of project: 2nd Street Safe Routes to School (SR2S)  
Contract Amount: \$870,000 Date Completed: November 2018  
Owner: City of Calimesa Phone: (909) 795-9801
- Type of project: Tilton Avenue Sewer Improvements, Phase I  
Contract Amount: \$1.0 million Date Completed: May 2017  
Owner: Rubidoux Community Services District Phone: (951) 684-7580
- (10) Person who reviewed the RFP for your firm:
- Name: Terry Renner, Vice President Date of Review: 12/20/18

ATTACHMENT "C"

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"\***

**REQUESTS FOR PROPOSALS (RFP) # 19-057  
CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING SERVICES FOR VARIOUS CAPITAL  
IMPROVEMENT AND LAND DEVELOPMENT PROJECTS**

**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

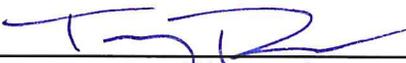
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

Consultant Name: TKE Engineering, Inc.

12/20/18  
(Date)

  
(Signature)

Terry Renner, Vice President  
(Name & Title)

# CITY OF RIALTO

## DISCLOSURES REQUIRED BY PERSONS OR ENTITIES CONTRACTING WITH THE CITY OF RIALTO

Pursuant to Rialto Municipal Code section 2.48.145, all persons or business entities supplying any goods or services to the City of Rialto shall disclose whether such person or entity is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090.

By submitting this proposal, or supplying any goods or services to the City, the undersigned hereby attests under penalty of perjury, personally or on behalf of the entity submitting this proposal or supplying any goods or services to the City, as well the entity's officers, representatives and the undersigned, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed immediately below:

Vendor/Contractor/Consultant: TKE Engineering, Inc.

City of Rialto Official/ Employee Name(s)	The nature of the relationship with the person listed is:
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

By: 

Name: Terry Renner

Title: Vice President

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# Attachment 'C'



## Construction Management and Inspection Documents

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## DAILY INSPECTION DIARY

**CITY OF ADELANTO E164-01.03**  
**Project: SRTS ATPL-5380(032) Interagency Safe Route to School Project**



Report No. 1-ATPL-5380 (2)  
 Sheet No. 1 of 1  
 Date: October 23, 2018  
 Day: Tuesday  
 Hours: Start 7:00  
 Stop 3:30

**Contractor Name: Sully Miller, Inc.**

Location & Description of Operation: Adelanto and Westside Elementary and Columbia Middle Schools

**Work Performed Today:**

I was on site today at request of the contractor. I inspected crew augering holes and pouring footings for Pedestrian Pole Signals starting today at Seneca and Jeremiah. Crew started day jack hammering out location in sidewalk for pole on N side of Seneca. **To Note:** S side location already had space in sidewalk for pole footing, so no jack hammering was required on S side. Crew augered both holes on Seneca and moved to Johnathan and Lawson. Crew augered both holes on Johnathan at Lawson. **To Note:** Crew encountered an abandoned 8" steel main. Crew cut pipe and continued working. 1/2 of crew went back to Seneca for pour and began pour while auger holes completed at Johnathan. **To Note:** concrete was vibed during pouring of footings; yesterday and today. Crew poured and finish floated four footings.

**Total Hours : 7 Hrs.**

			BID ITEMS - HOURS								WEATHER
											Clear/Warm
NAMES	PRIME OR SUB	DESCRIPTION (Of Equipment or Laborer)	Item 46 0.35' AC Pavement	Item 47 0.20' AC Pavement	Project 9 Relocate Fence	Project 9 Patchwork at back of DW	Misc. Duties	Pedestrian Pole Footings	Soils Tech	REMARKS (Reasons for Idleness or Other Remarks)	
Vince Valdez	S	Foreman						8.00		LA Signal	
Caesar Moreno	S	Laborer						8.00		LA Signal	
Ignacio Moran	S	Operator							6.00	LA Signal	
Roberto Gallardo Jr.	S	Laborer							8.00	LA Signal	
Antonio Moreno	S	Laborer							8.00	LA Signal	
7	1	Backhoe									
204	1	Dump Truck									
10, 58	2	Work Trucks									

**EXHIBIT 16-N EMPLOYEE INTERVIEW: LABOR COMPLIANCE/EEO**

**ADA Notice**  
For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**CONFIDENTIAL**  
This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure. INSTRUCTIONS - (SEE REVERSE SIDE)

CONTRACT NO  
FED NO

**1. TO BE FILLED IN BY INTERVIEWER (Data may be obtained from payroll records or during source document review)**

EMPLOYEE NAME <i>VINCENT VALDEZ</i>		LABOR CLASSIFICATION <i>ELECTRICIAN (Foreman)</i>	
MINIMUM BASE WAGE PER CONTRACT <i>\$42.62/hr</i>	BASE RATE	FRINGE BENEFITS <i>\$24.24/hr</i>	
MINIMUM BASE WAGE PER CONTRACT	BASE RATE	FRINGE BENEFITS	
EMPLOYER <i>C.A. SIGNAL</i>		PRIME CONTRACTOR ON THE PROJECT (IF SAME, SO STATE) <i>SULLY-MILLER</i>	
WORK BEING PERFORMED AT TIME OF INTERVIEW <i>PI6606 FOOTINGS FOR FLASHING BEACON SIGNS</i>			

**2. QUESTIONS TO BE ASKED OF EMPLOYEE (For owner-operators skip to Section 3 )**

A. HOW LONG HAVE YOU WORKED FOR YOUR PRESENT EMPLOYER? *1 YEAR* HOW LONG ON THIS PROJECT? *2 MONTHS*

B. DESCRIBE THE TYPE OF WORK YOU HAVE BEEN DOING THIS PAST WEEK  
*Adding Auger Foundations*

C. WHAT IS YOUR WAGE [Include Base and Fringe Benefits (Compare to Payroll)] *\$48+/hr.* DO YOU KEEP A RECORD OF THE HOURS YOU WORK?  
 YES  NO

D. DO YOU WORK OVERTIME?  
 FREQUENTLY  SELDOM  NONE ARE YOU PAID TIME AND ONE-HALF FOR OVERTIME?  
 YES  NO IF NO, EXPLAIN

E. HAS YOUR EMPLOYER DIRECTED YOUR ATTENTION TO THE REQUIRED WAGE RATE POSTERS ON THE PROJECT?  
 YES  NO HAVE YOU SEEN THOSE POSTERS?  
 YES  NO IF NO, EXPLAIN

F. ARE YOU AWARE OF THE CONTRACTOR'S EEO POLICIES?  YES  NO DOES THE CONTRACTOR HOLD REGULAR EEO MEETINGS?  
 YES  NO HOW OFTEN?  
*ONCE PER MONTH*

WHO CONDUCTS THE MEETINGS?  
*"Rocky" SUPERINTENDANT* WHO IS THE EEO OFFICER FOR YOUR EMPLOYER?  
*CORINNA, OFFICE STAFF* WHO IS THE EEO OFFICER FOR THE PROJECT?

G. ARE YOU INTERESTED IN / OR HAS YOUR EMPLOYER INFORMED YOU OF TRAINING AND TRAINING POSSIBILITIES?  
 YES  NO IF YES, EXPLAIN  
*DOES ALL TRAINING POSSIBLE TO REFINE SKILLS.*

**3. QUESTIONS FOR OWNER-OPERATORS**

A. EQUIPMENT DESCRIPTION TRUCK LICENSE NO. TRUCK CA #

ON WHAT DO YOU BASE YOUR EQUIPMENT RENTAL RATE?  
 HOURLY  WEEKLY  MONTHLY

B. DO YOU OWN THE EQUIPMENT?  
 YES  NO MAY I SEE YOUR CERTIFICATE OF OWNERSHIP?  
(Interviewer Note Response)

LEGAL OWNER REGISTERED OWNER

**4. EMPLOYEE COMMENTS**

**5. INTERVIEWER'S COMMENT**

DO YOU HAVE ANY COMMENTS OR COMPLAINTS ABOUT WAGES OR EEO POLICIES? BE SPECIFIC

*CERT PAYROLL MATCHES BASE RATE PER IBEW UNION #477. ADDITION OF BENEFITS EXCEEDS THE WAGES AND BENEFITS MENTIONED DURING INTERVIEW.*

NAME OF INTERVIEWER (PRINT) <i>Brian P. Wolfe</i>	DATE <i>10-22-18</i>	NAME OF RESIDENT ENGINEER (PRINT)	DATE
SIGNATURE OF INTERVIEWER <i>Brian P. Wolfe</i>		SIGNATURE OF RESIDENT ENGINEER	

**MSWD Projects Update  
December 5, 2018**

**1. SGMA (E110-51)**

- a. MCSB**
  - i. Annual Report for Water Year 2017-2018
    - 1. Production Inconsistencies
    - 2. Well Level Data Format
  - ii. Letter of Agreement – *Sent 12/4*
  - iii. Litigation Discovery
    - 1. Detachment Areas
- b. SGPSB**
  - i. Review/Comment on Rules of Conduct
  - ii. Stakeholder List and Notification Letter
    - 1. MSWD Stakeholders
  - iii. Website
    - 1. SGPGSAS.org
  - iv. GSP RFP
    - 1. Review Yucaipa and Others and Provide Feedback to SGP
- c. Project Accounting / Job Numbers**

Action	Who	Complete	Notes
Send Letter Agreement to Legal for Review	SL/ Legal	<b>X</b>	
Coord. Rev./Com. on Rules of Conduct	SL/ AW/ Legal	<b>X</b>	Due by 12/11
Coord. Rev./Com. on Stakeholder List and Letter	SL/ AW/ Legal	<b>X</b>	Due by 12/11
Coord. Rev./Com. On Website Content	SL/ AM/ Legal	<b>X</b>	Due by 12/11
Coord. Rev./Com. On RFP	SL/ AM/ Legal	<b>X</b>	Due by 12/11

# JUSTIFICATION MEMORANDUM

**Date:** February 14, 2011

**To:** Bob Bach  
Director of Maintenance  
**Riverside Transit Agency**

**From:** Terry Renner, Project Manager  
**TKE Engineering, Inc.**

**Subject:** Security Fences, Wall, Gates and Grading  
Project No. 0849 – Riverside  
Change Order Request #002

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On January 25, 2011, Roadway Engineering & Contracting Inc. (Contractor) recognized a field condition differing from the original plans and submitted Change Order Request #002. The plans call for the replacement of 3" asphalt concrete pavement over 4" aggregate base on the west side of the proposed retaining wall along the Luxfer property. Existing Luxfer finished surface is 6" PCC pavement, therefore the Contractor will be required to repair the Luxfer finished surface with 6" PCC pavement with doweling into the existing PCC surface. The work encompasses a two foot wide area approximately 321 linear feet long (640 square feet) and will take place upon the completion of the proposed retaining wall and will add an additional ½ day to the contract schedule to dowel the existing concrete surface. The total changed condition cost will be \$1,665.00. The cost includes \$6,715.00 of concrete, rebar, doweling and labor for concrete placement and a credit of \$5,050 for asphalt concrete and aggregate base material and labor costs. The total cost equates to an increased cost of approximately \$2.60 per square foot. An increase of this amount is consistent for a material change from asphalt concrete and aggregate base to PCC pavement with doweling.

**Riverside Transit Agency - Security Wall, Fence and Gate for RTA Headquarters**

Change Order No	Description	Original Amount	Negotiated Amount	Status	Type of CO	Additional Days Requested
1	Remove Masonry Wall and PCC Paving	\$ 23,910.00	\$ 19,225.00	Approved	Unit Price	3
2	Change 3" AC/4" AB to 6" PCC on Native	\$ 1,665.00	\$ 1,665.00	Approved	Lump Sum	0.5
3	Additional Sawcut Due to Existing Footing Size	\$ 500.00	\$ 500.00	Approved	Lump Sum	0
4	Additional Costing for Fencing Changes	\$ 7,200.00	\$ -	Closed	Lump Sum	0
5	Bus Ramp	\$ 39,436.80	\$ -	Closed	Lump Sum	0
6	Power Pole Shoring	\$ 6,391.86	\$ 5,620.86	Approved	Lump Sum	1
7	Security Sign Purchase and Installation	\$ 3,987.50	\$ 3,987.50	Open	Lump Sum	1
8	Additional Lighting Along South Wall and East Wall			Open	Lump Sum	0
9	Fence Screen Material	\$ 9,749.00	\$ 5,414.00	Approved	Lump Sum	1
10	Additional Fencing at Great Western			Open	Lump Sum	0
		\$ 92,840.16	\$ 36,412.36			6.50

**CITY OF ADELANTO  
INTERAGENCY SAFE ROUTE TO SCHOOL PROJECT**

Purchase Order Number	Notice of Award Date:		Contractor: Sully Miller Contracting Co.		Working Days:		Payment No. 3		Date: 11/16/18		Sht. 1 of 1			
	July 02, 2018		Address: 135 S. State College Boulevard, Ste 400 Brea, CA 92821 Phone: (714) 578-9600 Fax: (760) 843-7073		60 Extension: 11 Days Elapsed: 107 Days Remaining: -36		This Period From: 09/01/18 To: 11/30/18		Total to Date From: 07/02/18 To: 11/30/18		Percent Accomplished			
Bid Item	Unit	Description	Original Contract		Changes Authorized		Revised Contract		Accomplishment this Period		Total Accomplishment		By Bid Item %	Weighted Percentage
			Unit Price	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity		
<b>Base Bid</b>														
1	LS	Mobilization	\$ 58,000.00	1	\$58,000.00			1	\$58,000.00	\$ -	1.00	\$ 58,000.00	100%	6.06%
2	LS	Erosion Control	\$ 6,000.00	1	\$6,000.00			1	\$6,000.00	\$ -	1.00	\$ 6,000.00	100%	0.63%
<b>Project 8 - Adelanto Elementary School</b>														
3	EA	Fencing and Gate Relocations	\$ 8,000.00	1	\$8,000.00			1	\$8,000.00	\$ -	1	\$ 8,000.00	100%	0.84%
4	EA	Adjust Manhole to Grade	\$ 2,100.00	2	\$4,200.00			2	\$4,200.00	\$ -	2	\$ 4,200.00	100%	0.44%
5	SF	Remove Concrete Pavement	\$ 10.00	420	\$4,200.00	523	5,230.00	943	\$9,430.00	\$ -	943	\$ 9,430.00	100%	0.99%
6	SF	Sawcut and Remove AC Pavement and AC Berm	\$ 0.50	28,129	\$14,064.50	-523	(261.50)	27,606.0	\$13,803.00	\$ -	27,606	\$ 13,803.00	100%	1.44%
7	EA	Remove Trees	\$ 1,200.00	5	\$6,000.00			5	\$6,000.00	\$ -	5	\$ 6,000.00	100%	0.63%
8	SF	Grading AC	\$ 3.00	980	\$2,940.00	-53.00	(159.00)	927	\$2,781.00	\$ -	927	\$ 2,781.00	100%	0.29%
9	SF	Subgrade Preparation	\$ 1.40	19,291	\$27,007.40	446.00	624.40	19,737.0	\$27,631.80	\$ -	19,737	\$ 27,631.80	100%	2.89%
10	SF	Construct 0.35' AC Pavement Section	\$ 2.50	18,893	\$47,232.50	844	2,110.00	19,737.0	\$49,342.50	\$ -	19,737	\$ 49,342.50	100%	5.16%
11	SF	Construct 0.20' AC Pavement Section	\$ 3.00	980	\$2,940.00	-32	(96.00)	948	\$2,844.00	\$ -	948	\$ 2,844.00	100%	0.30%
12	SF	Construct Aggregate Base	\$ 1.50	18,893	\$28,339.50	844	1,266.00	19,737.0	\$29,605.50	\$ -	19,737	\$ 29,605.50	100%	3.09%
13	SF	Construct 4" Thick PCC Sidewalk	\$ 7.00	5,601	\$39,207.00	-835	(5,845.00)	4,766	\$33,362.00	\$ -	4,766	\$ 33,362.00	100%	3.49%
14	EA	Construct Curb Ramp	\$ 4,500.00	3	\$13,500.00			3	\$13,500.00	\$ -	3	\$ 13,500.00	100%	1.41%
15	LF	Construct 8" Curb and Gutter Per City Std Dwg 115	\$ 31.00	701	\$21,731.00	101	3,131.00	802	\$24,862.00	\$ -	802	\$ 24,862.00	100%	2.60%
16	LF	Construct 6" Curb and Gutter Per City Std Dwg 116	\$ 39.00	325	\$12,675.00	4	156.00	329	\$12,831.00	\$ -	329	\$ 12,831.00	100%	1.34%
17	SF	Construct PCC Cross Gutter Per City Std Dwg 119	\$ 17.00	399	\$6,783.00	14.00	238.00	413	\$7,021.00	\$ -	413	\$ 7,021.00	100%	0.73%
18	SF	Construct PCC Driveway Approach and Driveway	\$ 9.00	1,517	\$13,653.00	439.00	3,951.00	1,956	\$17,604.00	\$ -	1,956	\$ 17,604.00	100%	1.84%
19	SF	Construct 4" AC Pavement over Compacted Native	\$ 10.00	143	\$1,430.00			143	\$1,430.00	\$ -	0	\$ -		
20	LS	Signing and Striping	\$ 18,000.00	1	\$18,000.00			1	\$18,000.00	\$ -	0.75	\$ 13,500.00	75%	1.41%
21	LS	Temporary Traffic Control	\$ 10,000.00	1	\$10,000.00			1	\$10,000.00	\$ -	1.00	\$ 10,000.00	100%	1.05%
<b>Project 9 - West Side Elementary School</b>														
22	EA	Mailbox Relocations	\$ 750.00	3	\$2,250.00			3	\$2,250.00	\$ -	3	\$ 2,250.00	100%	0.24%
23	SF	Remove Concrete Pavement	\$ 7.00	1,105	\$7,735.00	2259.00	15,813.00	3,364	\$23,548.00	\$ -	3,364	\$ 23,548.00	100%	2.46%
24	SF	Sawcut and Remove AC Pavement and AC Berm	\$ 1.00	8,212	\$8,212.00	-2522.00	(2,522.00)	5,690	\$5,690.00	\$ -	5,690	\$ 5,690.00	100%	0.59%
25	EA	Remove Trees	\$ 1,200.00	2	\$2,400.00			2	\$2,400.00	\$ -	2	\$ 2,400.00	100%	0.25%
26	SF	Grinding AC	\$ 1.50	2,827	\$4,240.50	-2519	(3,778.50)	308	\$462.00	\$ -	308	\$ 462.00	100%	0.05%
27	SF	Subgrade Preparation	\$ 2.00	6,260	\$12,520.00	-1232	(2,464.00)	5,028	\$10,056.00	\$ -	5,028	\$ 10,056.00	100%	1.05%
28	SF	Construct 0.35' AC Pavement Section	\$ 2.50	6,386	\$15,965.00	-1358	(3,395.00)	5,028	\$12,570.00	\$ -	5,028	\$ 12,570.00	100%	1.31%
29	SF	Construct 0.20' AC Pavement Section	\$ 2.60	2,827	\$7,350.20	-2519	(6,549.40)	308	\$800.80	\$ -	308	\$ 800.80	100%	0.08%
30	SF	Construct Aggregate Base	\$ 1.50	6,386	\$9,579.00	-1358	(2,037.00)	5,028	\$7,542.00	\$ -	5,028	\$ 7,542.00	100%	0.79%
31	SF	Construct 4" Thick PCC Sidewalk	\$ 6.00	8,651	\$51,906.00	122	732.00	8,773	\$52,638.00	\$ -	8,773	\$ 52,638.00	100%	5.50%
32	EA	Construct Curb Ramp	\$ 3,400.00	10	\$34,000.00			10	\$34,000.00	\$ -	10	\$ 34,000.00	100%	3.55%
33	LF	Construct 8" Curb and Gutter Per City Std Dwg 115	\$ 34.00	529	\$17,986.00	70	2,380.00	599	\$20,366.00	\$ -	599	\$ 20,366.00	100%	2.13%
34	SF	Construct PCC Cross Gutter Per City Std Dwg 119	\$ 14.00	1,195	\$16,730.00	659	9,226.00	1,854	\$25,956.00	\$ -	1,854	\$ 25,956.00	100%	2.71%
35	SF	Construct PCC Driveway Approach and Driveway	\$ 9.00	1,726	\$15,534.00	1095	9,855.00	2,821	\$25,389.00	\$ -	2,821	\$ 25,389.00	100%	2.65%
36	SF	Construct 4" AC Pavement over Compacted Native	\$ 5.00	319	\$1,595.00			319	\$1,595.00	\$ -	0	\$ -		
37	LS	Signing and Striping	\$ 24,000.00	1	\$24,000.00			1	\$24,000.00	\$ -	0.75	\$ 18,000.00	75%	1.88%
38	LS	Temporary Traffic Control	\$ 9,500.00	1	\$9,500.00			1	\$9,500.00	\$ -	1.00	\$ 9,500.00	100%	0.99%
<b>Project 10 - Columbia Middle School</b>														
39	EA	Adjust Water Valve to Grade	\$ 600.00	1	\$600.00	3	1,800.00	4	\$2,400.00	\$ -	4	\$ 2,400.00	100%	0.25%
40	SF	Remove Concrete Pavement	\$ 5.00	1,487	\$7,435.00	2618	13,090.00	4,105	\$20,525.00	\$ -	4,105	\$ 20,525.00	100%	2.15%
41	SF	Sawcut and Remove AC Pavement and AC Berm	\$ 1.00	6,123	\$6,123.00	-824	(824.00)	5,299	\$5,299.00	\$ -	5,299	\$ 5,299.00	100%	0.55%
42	EA	Remove Trees	\$ 1,200.00	3	\$3,600.00			3	\$3,600.00	\$ -	3	\$ 3,600.00	100%	0.38%
43	SF	Grinding AC	\$ 4.00	536	\$2,144.00	-6	(24.00)	530	\$2,120.00	\$ -	530	\$ 2,120.00	100%	0.22%
44	EA	Remove and Replace 3" PVC Pipe	\$ 800.00	1	\$800.00	5	4,000.00	6	\$4,800.00	\$ -	6	\$ 4,800.00	100%	0.50%
45	SF	Subgrade Preparation	\$ 3.50	3,600	\$12,600.00	-176	(616.00)	3,424	\$11,984.00	\$ -	3,424	\$ 11,984.00	100%	1.25%
46	SF	Construct 0.35' AC Pavement Section	\$ 3.00	3,485	\$10,455.00	-61	(183.00)	3,424	\$10,272.00	\$ -	3,424	\$ 10,272.00	100%	1.07%
47	SF	Construct 0.20' AC Pavement Section	\$ 4.50	536	\$2,412.00	-6	(27.00)	530	\$2,385.00	\$ -	530	\$ 2,385.00	100%	0.25%
48	SF	Construct Aggregate Base	\$ 2.00	3,485	\$6,970.00	-61	(122.00)	3,424	\$6,848.00	\$ -	3,424	\$ 6,848.00	100%	0.72%
49	SF	Construct 4" Thick PCC Sidewalk	\$ 6.25	7,936	\$49,600.00	-468	(2,925.00)	7,468	\$46,675.00	\$ -	7,468	\$ 46,675.00	100%	4.88%
50	EA	Construct Curb Ramp	\$ 3,700.00	5	\$18,500.00	1	3,700.00	6	\$22,200.00	\$ -	6	\$ 22,200.00	100%	2.32%
51	LF	Construct 8" Curb and Gutter Per City Std Dwg 115	\$ 34.00	258	\$8,772.00	-46	(1,564.00)	212	\$7,208.00	\$ -	212	\$ 7,208.00	100%	0.75%
52	LF	Construct 6" Curb and Gutter Per City Std Dwg 116	\$ 50.00	162	\$8,100.00			162	\$8,100.00	\$ -	0	\$ -		

**CITY OF ADELANTO  
INTERAGENCY SAFE ROUTE TO SCHOOL PROJECT**

Purchase Order Number		Notice of Award Date: <b>July 02, 2018</b>		Contractor: Sully Miller Contracting Co. Address: 135 S. State College Boulevard, Ste 400 Brea, CA 92821 Phone: (714) 578-9600 Fax: (760) 843-7073		Working Days: <u>60</u> Extension: <u>11</u> Days Elapsed: <u>107</u> Days Remaining: <u>-36</u>		Payment No. 3		Date: <u>11/16/18</u>		Sht. 1 of 1			
								This Period From: <u>09/01/18</u> To: <u>11/30/18</u>		Total to Date From: <u>07/02/18</u> To: <u>11/30/18</u>		Percent Accomplished			
								Accomplishment this Period		Total Accomplishment		By Bid Item	Weighted Percentage		
Bid Item	Unit	Description	Unit Price	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%	%		
53	LF	Construct Curb Type A1-6	\$ 34.00	110	\$3,740.00	-	-	110	\$3,740.00	0	\$ -				
54	SF	Construct PCC Cross Gutter Per City Std Dwg 119	\$ 17.00	445	\$7,565.00	1184	20,128.00	1,629	\$27,693.00	1,629	\$ 27,693.00	100%	2.89%		
55	LS	Signing and Striping	\$ 23,000.00	1	\$23,000.00	-	-	1	\$23,000.00	0.75	\$ 17,250.00	75%	1.80%		
56	LS	Temporary Traffic Control	\$ 8,000.00	1	\$8,000.00	-	-	1	\$8,000.00	1.00	\$ 8,000.00	100%	0.84%		
				<b>Subtotal:</b>	<b>\$767,821.60</b>	<b>Subtotal:</b>	<b>\$64,038.00</b>	<b>Subtotal:</b>	<b>\$831,859.60</b>	<b>Subtotal:</b>	<b>\$0.00</b>	<b>Subtotal:</b>	<b>\$800,744.60</b>		
<b>Additive Bid Schedule</b>															
701	EA	Flashing Beacon Signs	\$ 17,500.00	4	\$70,000.00	-	-	4	\$70,000.00	0	\$ -				
702	EA	Speed Feedback Signs	\$ 19,500.00	2	\$39,000.00	-	-	2	\$39,000.00	0	\$ -				
				<b>Subtotal:</b>	<b>\$109,000.00</b>	<b>Subtotal:</b>	<b>\$0.00</b>	<b>Subtotal:</b>	<b>\$109,000.00</b>	<b>Subtotal:</b>	<b>\$0.00</b>	<b>Subtotal:</b>	<b>\$0.00</b>		
<b>Change Orders</b>															
CCO#1	LF	Construct Variable Height Retaining Curb (30" Maximum)	\$ 65.00		\$0.00	122	7,930.00	122	\$7,930.00		\$ -	122	\$ 7,930.00	100%	0.83%
CCO#2	LS	Upgrade Sheeting on Signs to Diamond Grade	\$ 3,465.00		\$0.00	1	3,465.00	1	\$3,465.00		\$ -	0	\$ -		
CCO#3	LS	Striping Modifications per Delta 1	\$ 4,523.00		\$0.00	1	4,523.00	1	\$4,523.00		\$ -	1	\$ 4,523.00	100%	0.47%
				<b>Subtotal:</b>	<b>\$0.00</b>	<b>Subtotal:</b>	<b>\$15,918.00</b>	<b>Subtotal:</b>	<b>\$15,918.00</b>	<b>Subtotal:</b>	<b>\$0.00</b>	<b>Subtotal:</b>	<b>\$12,453.00</b>		
			<b>Original Contract Amount:</b>		<b>\$876,821.60</b>	<b>Total:</b>	<b>\$79,956.00</b>	<b>Total:</b>	<b>\$956,777.60</b>	<b>Total:</b>	<b>\$0.00</b>	<b>Total to Date:</b>	<b>\$813,197.60</b>		<b>84.99%</b>
1.	\$	-670,932.37	Contractor			Date:		Less 5% Retained	\$0.00		\$40,659.88				
2.	\$	-101,605.35				Date:		Previous Payment(s)	N/A		\$772,537.72				
3.	\$		Public Works			Date:		Total Deductions	\$0.00		\$813,197.60				
4.	\$		Inspector			Date:		Amount Due This Payment	\$ -		\$ -				
5.	\$		Project Manager			Date:									
6.	\$		Manager			Date:									
7.	\$		City			Date:									
8.	\$		Authorization			Date:									



*Prepared by:*



**TKE Engineering, Inc.**  
2305 Chicago Ave.  
Riverside, CA, 92507

# TKE ENGINEERING, INC.

## RATE SCHEDULE

### 2018-2019

	<b><u>HOURLY RATE</u></b>
Principal in Charge .....	\$160.00
Project Manager/Construction Manager/Licensed Surveyor .....	\$150.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker ..	\$140.00
Associate Engineer .....	\$130.00
Assistant Engineer/Plan Checker/Designer .....	\$120.00
AutoCAD Technician .....	\$110.00
Engineering Technician .....	\$ 85.00
Clerical .....	\$ 75.00
Forensic Engineering.....	\$200.00
Expert Witness Testimony .....	\$350.00

#### **SURVEYING SERVICES**

2-Man Survey Crew (Prevailing Wage) .....	\$230.00
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#### **CONSTRUCTION SERVICES**

Senior Construction Inspector (Prevailing Wage) .....	\$110.00
Construction Inspector (Prevailing Wage) .....	\$100.00

#### **REIMBURSABLE COSTS**

In-house Reproduction .....	Cost
Printing and Materials .....	Cost + 10%
Express Mail/Courier/Next Day Service ..	Cost + 10%
Special Subconsultant Services ...	Cost + 10%