

**AGREEMENT TO PERFORM PROFESSIONAL ENGINEERING SERVICES
FOR THE DESIGN OF THE CITY OF REDLANDS
CHURCH STREET STORM DRAIN DESIGN AT CENTRAL AVENUE**

This agreement for the provision of design engineering services for the design of the City of Redlands Church Street Storm Drain at Central Avenue Project ("Agreement") is made and entered into this 17th day of February, 2010 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and TKE Engineering, Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform professional engineering design services for the City of Redlands Church Street Storm Drain at Central Avenue Project located throughout the City's water service area (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act, the Fair Employment and Housing Act and prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Mr. Eric Weck as the City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule."
- 4.2 During the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work that is determined necessary by

City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Services do not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Services may be agreed to by the Parties by written amendment to this Agreement, executed by the City Manager, or duly authorized city official. Consultant shall not perform, nor be compensated for, Extra Services without such written authorization from City.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Sixteen Thousand One Hundred Dollars (\$16,100). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "C" entitled "Project Costs," and based upon the hourly rates shown in Exhibit "D," entitled "Rate Schedule." Both Exhibits "C" and "D" are attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit monthly invoices to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the project. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City
Eric Weck
Municipal Utilities and Engineering Dept.
City of Redlands
35 Cajon Street, Suite 15A
PO Box 3005 (mailing)
Redlands, CA 92373

Consultant
Michael P. Thornton
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 Insurance. Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days' prior

written notice to City, except for ten (10) days notice for cancellation due to non-payment of premium.

- 6.2 Workers' Compensation and Employer's Liability. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit "E," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.
- 6.3 Hold Harmless and Indemnification. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act, omission or failure to act by Consultant, its officers, employees and agents in performing the Services.
- 6.4 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance shall be delivered to City prior to commencement of the Services.
- 6.5 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made. Certificates of insurance shall be delivered to City prior to commencement of the services.
- 6.6 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and a certificate of insurance and endorsement shall be delivered to City prior to commencement of the services. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.

ARTICLE 7 - CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by

the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make or participate in:

(i) the making or any governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;

(ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;

(iii) authorizing City to enter into, modify or renew a contract;

(iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;

(v) granting City approval to a plan, design, report, study or similar item;

(vi) adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

- 7.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

ARTICLE 8 - GENERAL CONSIDERATIONS

- 8.1 Attorneys' Fees. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

- 8.2 Prohibition Against Assignment. Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.

- 8.3 Documents and Records. Project related documents, records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 8.4 Independent Contractor Status. Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 Termination.
- A. Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- B. This Agreement may be terminated by City, in its sole discretion, by providing thirty (30) days' prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate.
- C. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.
- D. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.6 Books and Records. Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.7 Entire Agreement/Amendment. This Agreement, including the Exhibits incorporated

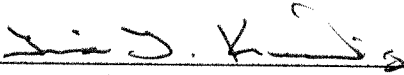
herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

- 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 Severability. If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

TKE ENGINEERING, INC.

By:  By: 
Tina Kundig, Director of Finance/City Treasurer Michael P. Thornton

Attest:

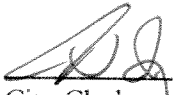

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES



PROJECT UNDERSTANDING

The City of Redlands (City) desires to resurface Church Street from Clark Street to Colton Avenue. As a result, an old and deteriorated CMP storm drain crossing Church Street just north of Central Avenue will need to be removed and replaced to prevent damage to the existing drainage system when the road improvements are in process. The City intends to retain a consultant to prepare plans, specifications and estimates and to assist with the bid package preparation in order to remove and replace this deteriorated pipe.

PROJECT APPROACH/SCOPE OF SERVICES

TKE's Project Approach and Scope of Services is presented in the following section:

1. Project Approach

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

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

Our goal is not limited to the design of the project only, but includes the incorporation of value engineering and constructability review. Through the evaluation of specific design alternatives, we will identify the most cost effective project alternative that meets design requirements and will provide for the greatest opportunity for expedited construction.

To achieve our goal, we approach our projects by first developing a project plan. Our project plan considers the major issues described above and development of project tasks (Scope of Services), preparation of task budgets and preparation of a schedule to complete each task. Prior to beginning preparation of a project plan and Scope of Services, we would perform the following:

- Detailed review of the project
- Preliminary Research and Data Collection
- Client Inquiries
- Field Reconnaissance Survey

Our project plan is presented in the following section of the proposal. During plan development each of these key elements were considered.

2. Management Plan

TKE will provide Project Management services to the City for all phases of the project, including management of the TKE project team. All services presented in the RFP will be provided by our project team. A consistent project team will lead to a more successful project. As indicated in our Experience section, TKE has extensive experience with managing capital improvement projects. We have successfully delivered extensive street improvement and drainage improvement projects in the Cities of Upland, Fontana, Rialto, Redlands, and Riverside.



- 3.1.1. Project Management, Coordination and Meetings – TKE will provide support as necessary to coordinate and attend project meetings, community impact meetings, field meetings, as well as prepare corresponding meeting minutes, progress reports, and project schedules, as necessary. TKE has budgeted 6 hours for this task. This task item will be charged on a Time and Materials basis, in accordance with the enclosed rate schedule and not to exceed the budget amount without prior authorization from the City.

Deliverables: Meeting minutes and Progress Reports, and Project Schedule and updates.

- 3.1.2. Records Research – TKE will research, collect and review existing record drawings and available record information; this shall include but not be limited to right-of-way data, easement information, record of survey maps, centerline control maps, benchmark information, corner records and other information pertinent to the project. These items shall include but not be limited to existing drainage reports, Master Drainage Plans, street improvement plans, utility plans and any other plans and/or documents necessary to develop CAD base drawings as required for preliminary design evaluation, right of way documents and final improvement plan development. We will notify Underground Service Alert to acquire a complete list of underground utility purveyors. The utility drawings will include existing drawings from the County and drawings and/or atlas maps from all private utility companies and/or agencies. We will send first utility notice letters to all listed utility companies and agencies requesting their data. We will maintain copies of the letters and correspondence for future reference. We shall also provide the City with a complete copy of all correspondence with utility companies and agencies. In addition, we will research Prior Rights to clearly identify parties responsible for relocation of applicable utilities. We will prepare a brief outline of all utility relocation costs to be incurred by the City, as well as impacts to the project schedule for any utility relocations and include it with our utility correspondence package, if necessary.

Deliverables: Record Data, Utility Information, Utility Base Map

- 3.1.3. Design Surveying – TKE will review existing survey data located during the Records Research task and after this review, establish ground control, conduct field surveys, collect field data, utility information and locate existing centerline monuments and property corners. We propose to use conventional surveying to locate the existing centerline monumentation. Our field survey crew will locate existing street centerline monuments utilizing survey control data. The crew will measure the horizontal angle, horizontal distance, and vertical elevation difference between each survey monument. We will complete a traverse for each survey to ensure closure. Elevations will be tied to existing City benchmarks.

- 3.1.3.1. Field Topography – TKE will prepare cross sections at 25-foot intervals a minimum of 25-feet beyond the existing edge of pavement and further where necessary to determine critical tie-in locations, elevations and private property tie-ins, and a minimum of 100 feet



direction based on TKE's own value engineering principles and field experience. TKE acknowledges that the final project scope and design direction is to be determined by the City.

Deliverables: 30% Design Sheets

- 3.2.2. Design Review Meeting – After 30% design is complete, we will forward copies of the preliminary drawings to the City for review. After Staff has completed its review, we will meet with Staff to acquire comments. We anticipate that final alignments for drainage improvements will be determined at this meeting. After this meeting, we anticipate the City will issue TKE a conceptual design approval letter, at which time TKE can proceed to final design.

Deliverables: Meeting agenda, minutes and conceptual design approval

3.3. Final Design Services

During the Final Design Phase, TKE Engineering, Inc. (TKE) will provide the City with the following services:

- 3.3.1. Project Management, Coordination and Meetings – TKE will provide support as necessary to coordinate and attend project meetings, community impact meetings, field meetings, as well as prepare corresponding meeting minutes, progress reports, project schedules and updates as necessary. TKE has budgeted 6 hours for this task. This task item will be charged on a Time and Materials basis, in accordance with the enclosed rate schedule and not to exceed the budget amount without prior authorization from the City.

Deliverables: Meeting minutes and Progress Reports, Project Schedule and updates.

- 3.3.2. Coordination with Agencies/Utilities – After our review meeting, TKE will submit the approved 30% drawings to all agencies/utilities having underground facilities in the project area that may be affected by construction and request that they verify their facilities as shown correctly and that they furnish any construction requirements they desire. We will request that they respond within two weeks and we will follow up with telephone calls to confirm all City requirements have been incorporated.

Deliverables: Documentation related to Agency/Utility relocation and construction requirements

- 3.3.2.1. Utility Potholing (optional) - For all facilities that may impact construction of the drainage improvements, we propose to verify the horizontal and vertical alignments by potholing each. We will request that Underground Service Alert (USA) notify USA members to attend a field meeting to review locations to be excavated. We will mark critical utility locations as defined by TKE and approved by City staff in the field.

We will conduct a field meeting to request that utility representatives mark their facilities within the specified locations. We will document



copy of all plans in AutoCAD format and one (1) set of specifications compatible with Microsoft Word. Additionally, TKE will provide two (2) sets of the final PS&E package to the City.

- 3.3.4. Final Coordination with Agencies/Utilities – After the final drawings are approved by the City, we will again submit them to all agencies/utilities having underground facilities in the project area, requesting that they verify their facilities are shown correctly and we will advise them of the project construction schedule. In addition, we will coordinate relocation construction of other City owned facilities. We will document all meetings and conferences with utilities and agencies.

Deliverables: Utility Coordination Matrix

3.4. Bid Phase Services

During the Bid Phase, TKE Engineering, Inc. (TKE) will provide the City with the following services:

- 3.4.1. Bid Administration – TKE will assist the City during project bidding, including conducting the pre-bid conference, as requested. We will answer questions about or provide clarifications of the contract documents as requested by the City, and will prepare addenda if necessary. This task includes participation in the bid opening and an analysis of bids to provide recommendations regarding the determination of the lowest responsive bidder. TKE has budgeted 6 hours for this task. Bid Administration will be charged on a Time and Materials basis, in accordance with the enclosed rate schedule and not to exceed the budget amount without prior authorization from the City.

Deliverables: Pre-bid Conference, Bid Package Addenda, Request for Information responses

- 3.4.2. Project Record Drawings – 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 constructed; any changes made during project construction will be shown on the record drawings based on contractor's records. Said record drawings will be based on data furnished by the public agencies and the contractor.

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

TKE has budgeted 7 hours for this task. Project Record Drawings will be charged on a Time and Materials basis, in accordance with the enclosed rate schedule and not to exceed the budget amount without prior authorization from the City.

EXHIBIT "B"
PROJECT SCHEDULE

EXHIBIT "B"

Task Name	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Contract Document Approval																												
Conceptual Design Services																												
Initial Kick-Off Meeting																												
Records Research																												
Design Surveying																												
Field Topography																												
Geometric Layout Design																												
Conceptual Design																												
Conceptual Cost Estimate																												
Conceptual Phase Complete																												
Preliminary Design Phase																												
30% Design																												
Design Review Meeting																												
Design Development Phase Complete																												
Final Construction Document Phase																												
Coordination with Agencies/Utilities																												
Utility Potholing																												
Contact Utility Agencies																												
Agency Review and Response																												
80% Complete Submittal																												
Finish Paving, Grading and Drainage Plan																												
Construction Cost Estimate																												
Agency Reviews																												
95% Complete Submittal (Pre-Final)																												
Finish Paving, Grading and Drainage Plan																												
Project Specifications																												
Construction Cost Estimate																												
Agency Reviews																												
100% Complete Submittal (Final)																												
Finish Paving, Grading and Drainage Plan																												
Project Specifications																												
Construction Cost Estimate																												
Agency Reviews/Final Signatures																												
Final Coordination with Agencies/Utilities																												
Final Design Phase Complete																												
Project: Engineering														Task														
Date: Tue 1/5/10														Split														

EXHIBIT "C"
PROJECT COSTS

EXHIBIT "C"

**City of Redlands
Church Street Storm Drain Replacement Project
Consulting Fee**

Task No.	Task	Project Manager		Project Engineer		Assistant Engineer/Designer		Clerical		Survey Crew		Total \$	
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$		
3.1 Conceptual Design Phase													
3.1.1	Project Management, Coordination and Meetings	2	\$ 300		\$ -		\$ -	1	\$ 55		\$ -	\$ 355	
3.1.2	Records Research	1	\$ 150		\$ -	6	\$ 600	8	\$ 440		\$ -	\$ 1,190	
3.1.3	Design Surveying												
3.1.3.2	Field Topography	1	\$ 150		\$ -		\$ -		\$ -	6	\$ 1,260	\$ 1,410	
3.1.4	Base Drawings		\$ -	2	\$ 260	8	\$ 800		\$ -		\$ -	\$ 1,060	
3.1.5	Conceptual Construction Cost Estimate	1	\$ 150		\$ -	1	\$ 100		\$ -		\$ -	\$ 250	
3.2 Preliminary Design Phase													
3.2.1	30% Design	1	\$ 150	2	\$ 260	8	\$ 800		\$ -		\$ -	\$ 1,210	
3.2.2	Design Review Meeting	2	\$ 300		\$ -		\$ -	1	\$ 55		\$ -	\$ 355	
3.3 Final Design Services													
3.3.1	Project Management, Coordination and Meetings	2	\$ 300		\$ -		\$ -	1	\$ 55		\$ -	\$ 355	
3.3.2	Coordination with Agencies/Utilities		\$ -	2	\$ 260		\$ -	6	\$ 330		\$ -	\$ 590	
3.3.3	PS&E Package												
3.3.3.1	Finish Paving, Grading and Drainage Plan	2	\$ 300	4	\$ 520	16	\$ 1,600		\$ -		\$ -	\$ 2,420	
3.3.3.2	Project Specifications	4	\$ 600		\$ -		\$ -		\$ -		\$ -	\$ 600	
3.3.3.3	Construction Cost Estimate	2	\$ 300		\$ -	3	\$ 300		\$ -		\$ -	\$ 600	
3.3.4	Final Coordination with Agencies/Utilities		\$ -	2	\$ 260		\$ -	6	\$ 330		\$ -	\$ 590	
3.4 Bid Phase Services													
3.4.1	Bid Administration	4	\$ 600		\$ -		\$ -	2	\$ 110		\$ -	\$ 710	
3.4.2	Project Record Drawings	1	\$ 150	2	\$ 260	4	\$ 400		\$ -		\$ -	\$ 810	
Subtotal:		23	\$ 3,450	14	\$ 1,820	46	\$ 4,600	25	\$ 1,375	6	\$ 1,260	\$ 12,505	
Optional Services:											Reimbursables(@5%) ^{1.)} :		\$ 625
3.3.2.3 Utility Potholing		\$1000/hole											
Rates:		Total: \$ 13,130											
Project Manager		Rounded Total: \$ 13,100											
Project Engineer		Notes:											
Assistant Engineer/Designer		1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.											
Clerical													
Construction Inspector													
2-Man Survey Crew													
TKE Engineering, Inc.													

EXHIBIT "D"
RATE SCHEDULE

EXHIBIT "D"

**TKE ENGINEERING, INC.
RATE SCHEDULE
2009-2010**

	<u>HOURLY RATE</u>
Project Manager/Construction Manager/Licensed Surveyor.....	\$150.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker.....	\$130.00
Associate Engineer.....	\$110.00
Assistant Engineer/Plan Checker.....	\$100.00
AutoCAD Technician.....	\$ 90.00
Engineering Technician.....	\$ 50.00
Clerical.....	\$ 55.00
Forensic Engineering.....	\$210.00
Expert Witness Testimony.....	\$250.00

SURVEYING SERVICES

2-Man Survey Crew (Standard Wage)	\$190.00
2-Man Survey Crew (Prevailing Wage)	\$210.00

CONSTRUCTION SERVICES

Construction Inspector (Standard Wage)	\$ 85.00
Construction Inspector (Prevailing Wage)	\$ 95.00
Car/Truck for Construction Services Personnel	\$ 60.00/Day

REIMBURSABLE COSTS

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

Revised July 2009

EXHIBIT "E"

WORKERS' COMPENSATION INSURANCE CERTIFICATION THE DESIGN OF THE CITY OF REDLANDS CHURCH STREET STORM DRAIN DESIGN AT CENTRAL AVENUE

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

TKE ENGINEERING, INC.

Date: _____

By: Michael P. Thornton

Michael P. Thornton, P.E.