
**CITY OF
REDLANDS**

**municipal
utilities and
engineering
department**

MEMO

To: N. Enrique Martinez, City Manager
Through: Rosemary Hoerning, P.E., Municipal Utilities & Engineering Director *RH.*
From: Eric Weck, P.E., Associate Civil Engineer *EW*
Subject: Agreement Approval for TKE Engineering - Consultant Design Services
Date: March 23, 2010

Mr. Martinez-

Please find the attached original agreements for your review and approval.

Background:

The City of Redlands received a grant for the Safe Routes to Schools Program (Cycle 6) from Caltrans. The Safe Routes to Schools Program provides funds to municipalities to allow them to repair, construct missing sidewalks, sidewalk ramps and remove impediments to pedestrians around schools (elementary, middle and high schools).

In accordance with Caltrans requirements, the City was to use a Race Neutral means of advertising the project for Request for Proposals. Caltrans specifically indicated the City was not to send the Request for Proposals to a list of consultants, rather use a non-biased method of advertising for project services by posting on the City's web-site for several weeks. In accordance with Caltrans direction in January, staff publicly advertised on the City's web-site a Request for Proposal for Consultant Design Services and we received 2 proposals from:

- TKE Engineering, Riverside, CA
- SD Engineering, Ontario, CA

An 'in-house' proposal review committee was formed to carefully study the proposals received. Our committee determined that TKE Engineering provided the best proposal that met the City's needs.

The City entered into fee negotiations with TKE Engineering and their fee was negotiated down from

Page 2

March 23, 2010

\$39,900 to \$36,200.

The City Attorney's office reviewed and approved the attached agreements before they were signed by TKE Engineering.

Pursuant to the City's purchasing guidelines, the agreements were signed by TKE Engineering and are being submitted to you for your approval. Insurance certificates were received and are approved.

If you have any questions, comments or revisions, please call me at extension 7590.

Regards,

Eric Weck, P.E.

Associate Civil Engineer

Municipal Utilities & Engineering Department

City of Redlands

**AGREEMENT TO PERFORM PROFESSIONAL ENGINEERING SERVICES
FOR THE DESIGN OF THE CITY OF REDLANDS
SAFE ROUTES TO SCHOOLS GRANT - CYCLE 6**

This agreement for the provision of design engineering services for the design of the City of Redlands Safe Routes to Schools Grant – Cycle 6 Project (“Agreement”) is made and entered into this 25th day of March, 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 Safe Routes to Schools Grant – Cycle 6 Project located at various schools throughout the City. (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 Thirty Six Thousand Two Hundred Dollars (\$36,200). 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.

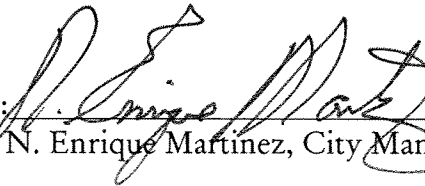
8.9 Severability. If one or more of the sentences, clauses, paragraphs or sections contained

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: 
N. Enrique Martinez, City Manager

By: 
Michael P. Thornton

Attest:


City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

From our review of the City's Request for Proposals (RFP), a field visit, and preliminary project research, we have prepared the following Scope of Professional Services that implements the City's Scope of Services described under the Project RFP. Herein we identify and describe each task required for project completion and provide a list of deliverables where it applies.

PRELIMINARY DESIGN SERVICES:

Project Management 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 9 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.

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.

Deliverables: Record Data, Utility Information, Utility Base Map

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 County benchmarks.

- **Field Topography** – TKE will prepare cross sections at 50-foot intervals a minimum of 10-feet beyond the proposed right-of-way and further where necessary to determine critical tie-in locations, elevations and private property tie-ins, and 50 feet beyond the existing and future curb returns at all intersections to verify ADA compliance. We will field locate and identify all field culture and measure invert, top of cone and rim elevations for all existing manholes in the project area and invert and rim elevations for all drainage facilities. TKE will set three temporary benchmarks within the project limits and each will be shown on the drawings. We will utilize the San Bernardino County Survey Department standard descriptions while acquiring topographic data. Results of the survey will be provided to the City in digital and hard copy format.

Deliverables: Ground topography, Utilities and Data in ASCII format with description codes.

Base Construction Drawings

TKE will prepare the base construction drawings on 24" by 36" sheets with the City's standard title block using AutoCAD software at drawing scales of 1"=40', for submittal and approval by the City of the project concept. The base construction drawings will include a plan view based on records and survey data. We will add the sheet north arrow, existing improvements and utilities (based on both assembled records and field data), property lines, public and private right-of-way, easement areas, street centerline, street names and survey data to the plan view portion of the drawings. Included as part of this task is an analysis of right-of-way that might be required and the preparation of a list of utilities, buildings, fences, trees and other such items that may be affected by the proposed improvements.

Deliverables: Base Construction drawings in plan view, Right-of-Way acquisition assessment and construction conflict assessment

Utility Coordination

TKE will submit the base construction 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 agency requirements have been incorporated. We will document all conferences with utilities and agencies..

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

50% Design

TKE will prepare a Preliminary Design package that will consist of completed base drawings, cross section preparation and preliminary design. Site geometrics will be consistent with City defined curb locations and existing improvements at each intersection. The preliminary design shall include an evaluation of existing drainage patterns, elevations and recommendations on engineering and construction of the needed improvements. If the Conceptual Design is found to be unworkable, TKE shall provide value engineering analysis of alternatives during the 50% design phase to ensure that all measures have been taken to reduce the impacts to existing pavement and to minimize the need for additional project costs, including but not limited to right-of-way acquisition, retaining walls and utility relocation.

TKE will notify the City in writing prior to proceeding with any design direction in the event that at any point TKE does not agree with the preliminary design 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.

Additionally, locations needing repair and/or removal will be photo documented and submitted under this task for review.

Deliverables: 50% Design Sheets

Preliminary Construction Cost Estimate

TKE will prepare and provide the City with a preliminary construction cost estimate for roadway, utility relocation and signing and striping plans. The cost estimates will be prepared using the latest City cost data and actual recent construction costs in the project area.

Deliverables: Preliminary Construction Cost Estimate

Design Review Meeting

After 50% design is complete, we will forward copies of the cross sections and preliminary drawings to the City and DLAE for review. After Staff has completed its review, we will meet with Staff to acquire comments. We anticipate that final alignments for curb and gutter, and sidewalk will be determined at this meeting. In addition, we will discuss potential right-of-way issues including temporary construction right-of-way that may be required. 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

FINAL DESIGN SERVICES:

Project Management 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 9 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.

PS&E Package

TKE will prepare and submit the PS&E package based on 80%, 95%, 100% and Final sequence schedule. Each submittal will consist of the following and will be processed through all necessary agencies, including but not limited to City of Redlands, Caltrans Local Assistance and utility agencies:

- **Demolition Plan** – TKE will prepare a plan for demolition work, including but not limited to limits of pavement removal, saw cutting locations and limits and concrete cross gutters and curbs, if required. In addition, the plan will specify relocation of private improvement such as mailboxes, fences, etc. as required. It is estimated that 2 sheets will be prepared at 1" = 40' scale and processed through the City of Redlands for approval.

Deliverables: Demolition Plan

- **Street Improvement Plan** – Based upon the approved Preliminary Design Package, TKE will develop plans detailing grades and grade relationships between the road, curb, gutter, sidewalk and proposed grading improvements. During this task, TKE will show grades for pedestrian and vehicular circulation and determine drainage patterns. The design shall conform to all applicable Federal, State, Regional and local codes and regulations. This plan will establish the control location for all improvements associated with this project.

Deliverables: Street Improvement Plan

- **Signage and Striping Plan** – TKE will prepare Signage and Striping Plans consistent with the Manual for Uniform Traffic Control Devices (MUTCD) and California Supplement, and all other applicable City requirements, for the project limits.

Deliverables: Signage and Striping Plan

- **Project Specifications** – TKE will prepare written drafts of construction specifications (Special Provisions and Bid Schedules) in Microsoft Word format in accordance with City standards. The Special Provisions will include any special project construction requirements, including requirements for time of completion, liquidated damages, traffic control, working hours, etc.

Deliverables: Project Specifications

- **Construction Cost Estimate** – TKE will prepare estimates of Quantities and cost associated with construction of project improvements. Cost estimate will be in conformance with City cost estimate procedures and will be prepared and submitted on City's estimate form. Cost estimates shall be provided at the 80%, 95%, 100% and Final Design Sequence Submittals.

Deliverables: Estimate of Probable Project Construction Cost

Upon Final Contract Document approval, TKE shall provide one (1) complete set of mylar drawings for signature by the applicable jurisdictional agencies, one (1) copy of all plans in AutoCAD format and two (2) sets of specifications compatible with Microsoft Word. Additionally, TKE will provide two (2) sets of the final PS&E package to the City.

Final Utility Coordination

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 agency owned facilities. We will document all meetings and conferences with utilities and agencies.

Deliverables: Utility Coordination Matrix

EXHIBIT "B"
PROJECT SCHEDULE

EXHIBIT "W" - PROJECT SCHEDULE

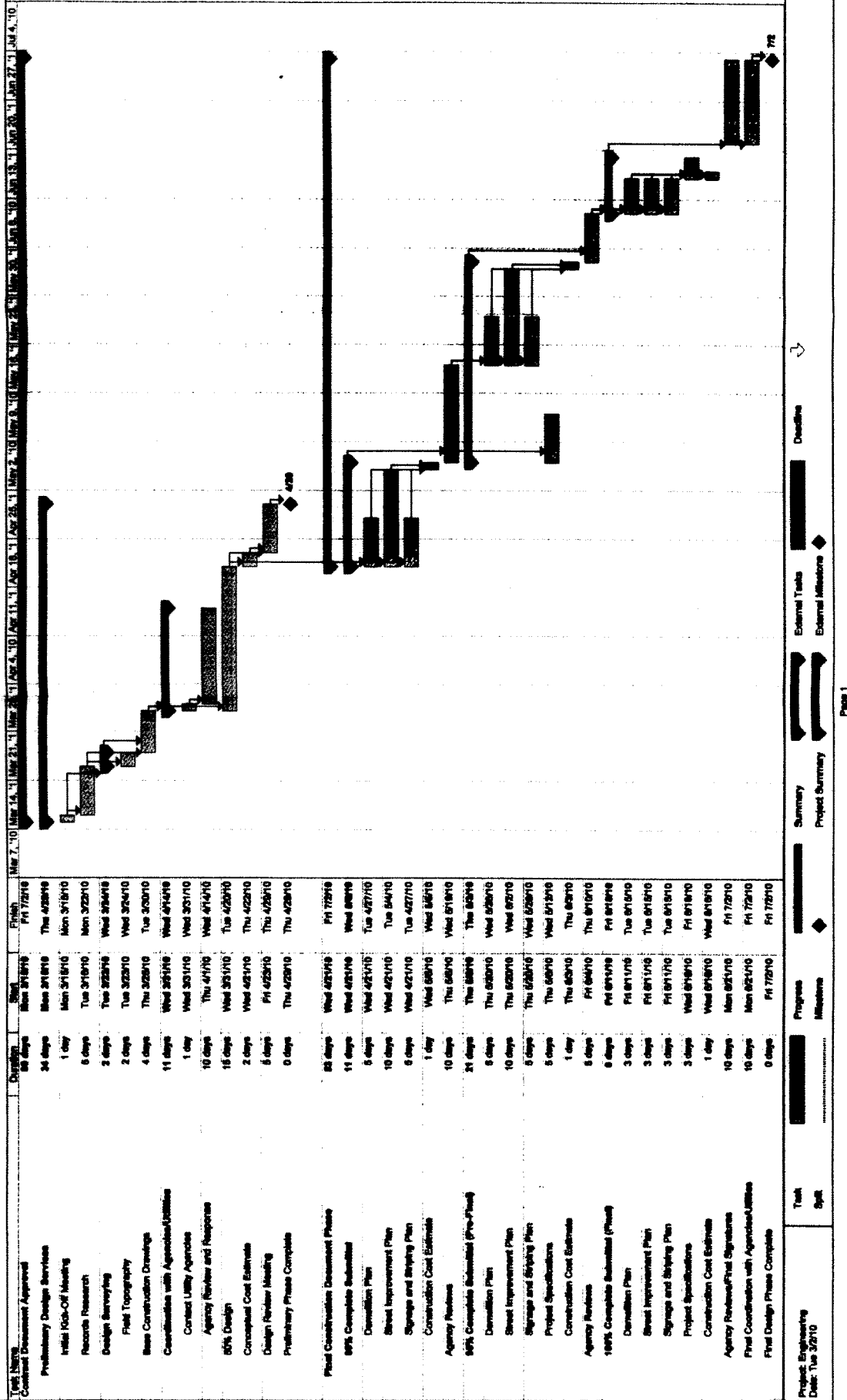


EXHIBIT "C"
PROJECT COSTS

EXHIBIT "D"
RATE SCHEDULE

City of Redlands
Engineering Services for Design of Cycle 6 Safe Routes to Schools Infrastructure
Consulting Fee

Task No.	Task	Project Manager		Project Engineer		Assistant Engineer/Designer		Clerical		Survey Crew		Total \$
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
Preliminary Design Phase												
	Project Management, Coordination and Meetings	4	\$ 600		\$ -		\$ -	2	\$ 110		\$ -	\$ 710
	Records Research		\$ -	8	\$ 1,040		\$ -	16	\$ 880		\$ -	\$ 1,920
	Design Surveying											
	Field Survey	4	\$ 600		\$ -		\$ -		\$ -	16	\$ 3,360	\$ 3,960
	Base Construction Drawings	2	\$ 300	4	\$ 520	24	\$ 2,400		\$ -		\$ -	\$ 3,220
	Coordination with Agencies/Utilities	2	\$ 300	4	\$ 520		\$ -	8	\$ 440		\$ -	\$ 1,260
	50% Design	6	\$ 900	12	\$ 1,560	28	\$ 2,800		\$ -		\$ -	\$ 5,260
	Preliminary Construction Cost Estimate	2	\$ 300	2	\$ 260	4	\$ 400		\$ -		\$ -	\$ 960
	Design Review Meeting	4	\$ 600		\$ -		\$ -	2	\$ 110		\$ -	\$ 710
Final Design Services												
	Project Management, Coordination and Meetings	4	\$ 600		\$ -		\$ -	2	\$ 110		\$ -	\$ 710
	PS&E Package											
	Demolition Plan	2	\$ 300	2	\$ 260	16	\$ 1,600		\$ -		\$ -	\$ 2,160
	Street Improvement Plan	6	\$ 900	12	\$ 1,560	40	\$ 4,000		\$ -		\$ -	\$ 6,460
	Signage and Striping Plan	2	\$ 300	2	\$ 260	8	\$ 800		\$ -		\$ -	\$ 1,360
	Project Specifications	8	\$ 1,200	8	\$ 1,040		\$ -	24	\$ 1,320		\$ -	\$ 3,560
	Construction Cost Estimate	2	\$ 300	2	\$ 260	4	\$ 400		\$ -		\$ -	\$ 960
	Final Coordination with Agencies/Utilities	2	\$ 300	4	\$ 520		\$ -	8	\$ 440		\$ -	\$ 1,260
	Subtotal:	50	\$ 7,500	60	\$ 7,800	124	\$ 12,400	62	\$ 3,410	16	\$ 3,360	\$ 34,470
											Reimbursables(@5%) ^{1.)} :	\$ 1,724

Rates:

Project Manager	\$ 150 /HR
Project Engineer	\$ 130 /HR
Assistant Engineer/Designer	\$ 100 /HR
Clerical	\$ 55 /HR
Construction Inspector	\$ 95 /HR
2-Man Survey Crew	\$ 210 /HR

Notes:

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

Total: \$ 36,194**Rounded Total:** \$ 36,200**TKE Engineering, Inc.**

EXHIBIT D

TKE ENGINEERING, INC. PROJECT TEAM RATE SCHEDULE 2009-2010

	<u>HOURLY RATE</u>
Project Manager	\$150.00
Senior Engineer/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

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	\$210.00
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REIMBURSABLE COSTS

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

EXHIBIT "E"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

THE DESIGN OF THE CITY OF REDLANDS SAFE ROUTES TO SCHOOLS GRANT - CYCLE 6

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: 3-12-10

By: 

Michael P. Thornton, P.E.

113-11.1



CERTIFICATE OF LIABILITY INSURANCE

 OP ID KG
TKEEN-1

DATE (MM/DD/YYYY)

03/11/10

PRODUCER Alliant Insurance Services, Inc (Lic-0C36861) 735 Carnegie Drive, Ste 200 San Bernardino CA 92408 Phone: 909-886-9861 Fax: 909-886-2013		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED TKE Engineering Inc 2305 Chicago Ave Riverside CA 92507		INSURERS AFFORDING COVERAGE INSURER A: Travelers Property Casualty* INSURER B: Travelers Casualty Ins Co* INSURER C: INSURER D: INSURER E:	NAIC # 25674

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	I68045LO9980TIL10	01/05/10	01/05/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	BA46L3459407SEL	01/05/10	01/05/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N ☐	ISUB45L6628007	01/05/10	01/05/11	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Job: Cycle 6 Safe Routes to School.
 Certificate holder is the additional insured as respect of General Liab' per CGD252 (0103); add'l insd as respects auto liab per end't CAT301 0299.
 *30 days NOC except 10 days for nonpayment.

CERTIFICATE HOLDER

City Of Redlands Attn: Finance Dept. Risk Management Division P O Box 3005 Redlands CA 92373	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".
 - d) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" that occurs, or "personal injury" arising out of an offense committed, while any separate liability insurance that you have procured for that person or organization is in effect, regardless of whether the scope or limits of insurance in this Coverage Part exceed those of that separate liability insurance or whether that separate liability insurance is valid and collectible.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and

COMMERCIAL GENERAL LIABILITY

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement.

5. The following definition is added to SECTION V - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: BA-46L34594-10-SEL

COMMERCIAL AUTO
ISSUE DATE: 11-20-09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

Person or Organization

CITY OF REDLANDS

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Address

FINANCE DEPT RISK MANGMENT DIVISION
PO BOX 3005
REDLANDS CA 92373