

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“AGREEMENT”) is entered into on **March 18, 2025** (“Effective Date”) by and between the CITY OF POMONA (“the CITY”) and TKE Engineering Incorporated (“CONSULTANT”), with its primary business location at 2305 Chicago Ave., Riverside, CA 92507. The CITY and CONSULTANT may be individually referred to herein as the Party and collectively as the Parties.

RECITALS

WHEREAS, the CITY desires to engage CONSULTANT to provide Professional Engineering services for the “VPD – Parking Lots Rehabilitation II,” Project No. 428-2590-XXXXX-71081 (the “Project”);

WHEREAS, CONSULTANT is willing to perform the services defined herein for the Project; and

WHEREAS, CONSULTANT represents that the principal representative stated below is authorized to act as such on behalf of CONSULTANT.

NOW, THEREFORE, the Parties agree as follows:

1. TERM. This AGREEMENT is entered into on the effective date and shall continue until completion of the Project, or June 30, 2026, whichever occurs first. An amendment to extend the term of this AGREEMENT shall require a written amendment fully executed by the Parties at least 30 days prior the date the AGREEMENT expires.

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE. The representatives of the Parties who are primarily responsible for the administration and performance of the AGREEMENT, and to whom formal notice, demands and communications must be given, are as follows:

A. The principal representative of the CITY is:

Arnold Dichosa, P.E., City Engineer
City of Pomona
 Public Works Department
 505 South Garey Avenue
 Pomona, CA 91766
 (909) 620-2266

B. The principal representative of the CONSULTANT is:

Terry Renner, P.E., P.L.S., Q.S.D., Sr. Vice President
TKE Engineering Incorporated
 2305 Chicago Ave.
 Riverside, CA 92507
 (951) 680-0440

C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and effected by personal delivery or by mail. Formal notices and demands sent by E-mail or facsimile are not valid.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five calendar days of said change.

3. RETENTION. The CITY retains CONSULTANT to provide professional engineering

“VPD – Parking Lots Rehabilitation II,” Project No. 428-71081

services in accordance with this AGREEMENT. CONSULTANT agrees to render such services on the terms and conditions stated herein.

4. SCOPE OF SERVICES. The scope of services to be provided is set forth in the attached Scope of Services, which is made Exhibit "A" to this AGREEMENT.

5. COMPENSATION. The CITY agrees to pay CONSULTANT for the services set forth in the aforementioned Scope of Services.

A. CONSULTANT agrees that the fees for services may not exceed the authorized amount of **\$409,550,(Four Hundred and Nine Thousand, Five Hundred and Fifty dollars)** as set forth in Exhibit "B," attached hereto, unless the CITY has given specific advance approval in writing.

B. Within 30 days of receipt of invoices, the CITY will pay undisputed invoice balances. Within 30 days of receipt of invoices the CITY will notify CONSULTANT of any disputed amount.

C. Withholding Compensation.

1. After the CITY gives CONSULTANT a notice of a performance deficiency, including a time for correcting deficient performance, the CITY may, at its sole option, withhold compensation for nonperformance when CONTRACTOR fails to correct performance deficiencies.
2. Ongoing or recurring deficiencies are considered separate non-performance events each time CONSULTANT fails to correct deficiencies, after which each day is an additional occurrence subject to withholding of compensation.

6. INDEPENDENT CONTRACTOR.

A. CONSULTANT is an independent contractor. As such, CONSULTANT has no power or authority to incur any debt, obligation or liability on behalf of the CITY, unless such authority is expressly conferred under this AGREEMENT. Further, CONSULTANT is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. CONSULTANT expressly waives any claim to any such right.

B. The personnel performing services under this AGREEMENT on behalf of CONSULTANT will, at all-times be under CONSULTANT's exclusive direction and control. Neither the CITY, nor any of its employees, have any control over the manner, mode, or means by which CONSULTANT, its agents, or its employees, perform the services required herein, except as otherwise stated in this AGREEMENT. The CITY has no voice in the selection, discharge, supervision or control of CONSULTANT's employees, representatives, or agents, or in fixing their number, compensation, or hours of service.

C. CONSULTANT will perform services under this AGREEMENT as an independent contractor and will, at all times, remain a wholly independent contractor. The CITY does not, in any way or for any purpose, become, nor may it be deemed a partner of CONSULTANT in the latter's business or otherwise a joint venture or member of any joint enterprise with CONSULTANT.

6. ECONOMIC INTEREST STATEMENT. CONSULTANT hereby acknowledges that, in accordance with Government Code Section 87300 and the Conflict of Interest Code adopted by the CITY hereunder, CONSULTANT is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work. The extent of CONSULTANT's disclosure requirements is set forth in the Written Determination of the City Manager

of the CITY, attached hereto as Exhibit "C."

7. PERS INDEMNITY.

A. In the event CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONSULTANT will indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement do not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution or employee contributions for PERS benefits.

C. CONSULTANT is solely responsible for compliance with PERS restrictions applicable to any of CONSULTANT's employees, agents, or subcontractors.

8. INDEMNITY AND INSURANCE.

A. INDEMNITY. CONSULTANT hereby agrees to protect, indemnify and hold the CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the CITY to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries including employees of the CITY, death or damages injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the CITY. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the CITY or to enlarge in any way the CONSULTANT's liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT's negligent performance hereunder.

B. INSURANCE. CONSULTANT will procure and maintain at all times during the term of this AGREEMENT insurance as set forth in Exhibit "D" attached hereto.

9. PREVAILING WAGE LAW. CONSULTANT 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 16000, 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. Moreover, as required by Labor Code 1860, CONSULTANT shall secure the payment of compensation to CONSULTANT's employees in accordance with the provisions of Labor Code Section 3700. CONSULTANT shall obtain a copy of the prevailing rates of per diem wages at the commencement of the Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft,

classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at CONSULTANT's principal place of business and at the project site. CONSULTANT shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

REGISTRATION. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then under Labor Sections 1725.5 and 1771.1, the CONSULTANT and all sub consultants must be registered with the Department of Industrial Relations, CONSULTANT shall maintain registration for the duration of the project and require the same of any sub consultants, and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be CONSULTANT's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.1 and 1771.1.

10. OWNERSHIP OF WORK PRODUCT. All reports, documents, or other written material developed by CONSULTANT in the performance of this AGREEMENT are and remain the property of the CITY without restriction or limitation on their use or dissemination by the CITY. Such material may not be the subject of a copyright application by CONSULTANT. Any re-use by CITY of any such materials on any project other than the project for which they were prepared is at the sole risk of CITY unless CITY compensates CONSULTANT for such use.

11. CONFIDENTIALITY. Employees of CONSULTANT, in the course of their duties, might have access to financial, accounting, statistical, and personnel data of private individuals and employees of the CITY. CONSULTANT covenants that all data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this AGREEMENT are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by the CITY. The CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to the CITY upon the termination of this AGREEMENT. CONSULTANT's covenant under this Section survives the termination of this AGREEMENT.

12. TERMINATION FOR CONVENIENCE The CITY may terminate this AGREEMENT at any time without cause by giving 30 calendar days written notice to CONSULTANT of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT will be paid only the total amount equal to the service that CONSULTANT has provided, to the CITY's satisfaction, as determined solely by the CITY, as of the termination date. In no event may the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination.

13. TERMINATION FOR CAUSE. If for any reason, CONSULTANT fails to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT violates any of the covenants or stipulations of this AGREEMENT, the CITY then has the right to terminate this AGREEMENT by giving a five-calendar-day written notice to CONSULTANT. The notice must refer to this clause, specify the nature of the alleged default, and specify the effective date of the termination. CONSULTANT will be paid a total amount equal to the service CONSULTANT has provided, to the CITY's satisfaction, as determined solely by the CITY, as of the termination date. In no event may the amount payable upon termination exceed the total maximum compensation provided in this AGREEMENT.

14. ASSIGNMENT AND SUBCONTRACTING. Neither party may assign or subcontract the rights or responsibilities under this AGREEMENT without the express, written consent of the other party, which may be withheld for any reason or for no reason.

15. STANDARD. CONSULTANT agrees that the services to be rendered pursuant

to this AGREEMENT shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. CONSULTANT will re-perform any of said services that are not in conformity with industry standards, as determined solely by the CITY. CONSULTANT will be relieved of its obligation to re-perform said services if the CITY does not notify CONSULTANT within 180 days after the completion of the non-conforming service.

16. RESOLUTION OF DISPUTES.

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT must, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

17. FORCE MAJEURE. The respective duties and obligations of the Parties hereunder are suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

18. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this AGREEMENT, CONSULTANT may not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

19. SEVERABILITY. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless continue in full force and effect without being impaired or invalidated in anyway.

20. GOVERNING LAW. This AGREEMENT is governed by and must be construed in accordance with laws of the State of California. In the event of litigation between the parties, venue of state trial courts lies exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue lies in the Central District of California.

21. COMPLIANCE WITH LAWS.

A. CONSULTANT shall keep informed of, and comply with, State, Federal, and local laws, ordinances, codes, and regulations that in any manner affect the CONSULTANT's performance of this AGREEMENT. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations.

B. CONSULTANT shall obtain a CITY Business License prior to commencing performance under this AGREEMENT.

C. If CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to the California Corporations Code.

D. The CITY, its officers, and employees, shall not be liable at law or in equity

occasioned by CONSULTANT's failure to comply with this Section.

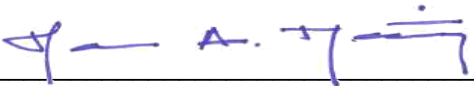
22. NON-WAIVER. The CITY's waiver of any breach of any provision of this AGREEMENT shall not be deemed a waiver of any other provision of this AGREEMENT, and shall not be deemed a waiver of any subsequent breach of the same provision or any other provision. The CITY's payment to CONSULTANT shall not constitute a waiver of any breach or default which may then exist on the part of the CONSULTANT. The CITY's payment to CONSULTANT shall not impair or prejudice any right or remedy available to the CITY with regarding to such breach or default.

23. ENTIRE AGREEMENT. This AGREEMENT, together with Exhibits "A," "B," "C" and "D" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AGREEMENT acknowledges that no representation by any party, which is not embodied herein, nor any other agreement statement or promise not contained in this AGREEMENT shall be valid and binding. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all Parties.

24. Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine

When funding for the services is provided, in whole or in part, by an agency controlled of the State of California, Consultant shall fully and adequately comply with California Executive Order N-6-22 ("Russian Sanctions Program"). As part of this compliance process, Consultant shall also certify compliance with the Russian Sanctions Program by completing the form located in Exhibit "E" (Russian Sanctions Certification), attached hereto and incorporated herein by reference. Consultant shall also require any subconsultants to comply with the Russian Sanctions Program and certify compliance pursuant to this Section.

IN WITNESS WHEREOF this Agreement is entered into by the Parties hereto on the dates set forth below.

<p>CITY OF POMONA</p> <p>By: _____ Anita D. Scott, City Manager</p> <p>Date: _____</p>	<p>CONSULTANT</p> <p>By: _____</p> <p>Print: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>ATTEST</p> <p>_____</p> <p>Rosalia Butler, City Clerk</p>	
<p>APPROVED AS TO FORM:</p> <p></p> <p>By: _____ Deputy City Attorney</p>	

Approved by City Council on March 17, 2025

ATTACHMENT B

WRITTEN DETERMINATION (Page 1 of 2)

I, Anita D. Scott, City Manager of the City of Pomona ("CITY"), have made the following determination with regard to economic interest disclosure requirements for The_CONSULTANT_pursuant to the Conflict of Interest Code adopted by CITY:

CONSULTANT shall disclose its economic interest pursuant to the broadest disclosure category in the Code. (CATEGORY I*)

CATEGORY I: Business interests and Investments

CONSULTANT has been hired to perform a range of duties that are limited in scope and thus CONSULTANT is not required to comply with the broadest disclosure category requirements. Based on the Scope of Services set forth in Exhibit "A," of the Agreement, CONSULTANT need only provide economic interest disclosure under the following categories*:

CATEGORY II: Supply Sources

CATEGORY III: Contractors

CATEGORY IV: Geographic location

*A full explanation of each of these disclosure categories is found on page 2 of this Exhibit.

CONSULTANT is not required to comply with Disclosure requirements based on the following:

Duties of CONSULTANT under this AGREEMENT are not applicable to Conflict of Interest Code

Other: _____

Date: _____

Anita D. Scott, City Manager

WRITTEN DETERMINATION
(Page 2 of 2)
DESIGNATED EMPLOYEE CATEGORIES

- I. This category applies to individuals that make, or participate in making, decisions that may have a material effect on their financial interest(s) in:
- a. businesses in which the individual holds an investment or business position¹;
 - b. sources of income; or
 - c. real property.

Individuals subject to this category need not disclose under Category II or III. Individuals subject to this category must disclose any of the following financial interests within the City and within two miles of City boundaries:

- a. investments in business entities² ;
- b. business positions held;
- c. sources of income; and
- d. Interests in real property.

- II. This category applies to individuals that make, or participate in making, decisions that involve the purchase of services, supplies, materials, machinery or equipment.

Individuals subject to this category must disclose any of the following financial interests in business entities which provide services, supplies, materials, machinery, equipment, or technology of the type utilized by the City:

- a. Investments in business entities;
- b. business positions held; and
- c. Sources of income.

- III. This category applies to individuals that make, or participate in making, decisions that involve contracting for services including, but not limited to:

- a. professional services;
- b. vendor services;
- c. consulting services; and
- d. Contractor services.

Individuals subject to this category must disclose any of the following financial interests in business entities which provide contract services, of the type utilized by the City:

- a. investments in business entities;
- b. business positions held; and
- c. Sources of Income.

- IV. This category applies, as applicable, to commissioners. Individuals subject to this category must disclose:

- a. all investments in, interest in, or income from, real property located within the jurisdiction Of the respective board or commission and five hundred feet contiguous thereto; and
- b. all investments in, interest in, or income from, any business entity:
 - i. in which the person holds a business position; and
 - ii. That is either: A) within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; or B) conducted business within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto, at any time during the two years prior to the date of filing the Statements of Economic Interest.

¹ "Business positions" shall include, but not be limited to, a role as a director, officers, partner, trustee, employee, or any management position.

² "Business entities" shall include, but not be limited to, sole proprietorships, partnerships, and corporations.

ATTACHMENT C

INSURANCE REQUIREMENTS

CONSULTANT will maintain throughout the duration of the term of the AGREEMENT, Liability Insurance covering CONSULTANT and designating CITY, including its elected or appointed officials, directors, officers, authorized agents, and employees, as additional insureds against claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of CONSULTANT's work, in amounts no less than the following, and with such deductibles as are ordinary and reasonable in keeping with industry standards. It must be stated, in the Additional Insured Endorsement, that CONSULTANT's insurance policies must be primary with respect to any claims related to or as the result of CONSULTANT's work. Any insurance, pooled coverage, or self-insurance maintained by CITY, its elected or appointed officials, directors, officers, authorized agents, and employees must be non-contributory. The Additional Insured Endorsement does not apply to the Professional Liability or Workers' Compensation Insurance requirement.

Professional Liability Insurance:

- a. General Aggregate

\$2,000,000 per claim and in the aggregate

General Liability:

- | | | |
|----|----------------------------------|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Products Comp/Op Aggregate | \$2,000,000 |
| c. | Personal & Advertising Injury | \$1,000,000 |
| d. | Each Occurrence | \$1,000,000 |
| e. | Fire Damage (any one fire) | \$50,000 |
| f. | Medical Expense (any one person) | \$5,000 |

Workers' Compensation:

- | | | |
|----|----------------------------|------------------|
| a. | Workers' Compensation | Statutory Limits |
| b. | EL Each Accident | \$1,000,000 |
| c. | EL Disease - Policy Limit | \$1,000,000 |
| d. | EL Disease - Each Employee | \$1,000,000 |

Automobile Liability

- a. Any vehicle, combined single limit \$1,000,000

CONSULTANT will provide thirty (30) days advance notice to CITY in the event of cancellation of any coverage. Certificates of insurance and additional insured endorsements must be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates constitutes a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY has the right but not the duty to obtain replacement insurance and to charge the CONSULTANT for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONSULTANT.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-: VII or better. Acceptance of insurance from a carrier with a rating lower than A-: VII is subject to approval by City's Risk Manager. CONSULTANT shall immediately advise the CITY of any litigation that may affect these insurance policies.

ATTACHMENT D

(EXHIBIT “E”)

EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor’s authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the City of Pomona funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the City of Pomona with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals

as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Contractor. This certification is made under the laws of the State of California.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

Exhibit “A”

SCOPE OF SERVICES

GENERAL DESCRIPTION. Consultant shall provide professional engineering services for “VPD – Parking Lots Rehabilitation II,” Project No. 428-2590-XXXXX-71081 in accordance with this Scope of Services (the “Project”).

- 1.1 Consultant shall provide said services for compensation not exceeding the amount specified in the agreement for professional services for this Project and in accordance with Fee Schedule included as Exhibit B to the Agreement for professional services.
- 1.2 Consultant shall perform services in good faith and in the City’s best interest. Failure to do so shall constitute a breach that justifies termination of the agreement for professional services.
- 1.3 Consultant recognizes and agrees that, with regard to performance of the services described herein, that time is of the essence. Consultant shall provide said services during all phases of Project through completion of all work and close-out of the Project.
- 1.4 Consultant shall provide one staff person assigned overall responsibility from beginning to end of the Project. This individual will be Consultant’s designated point of contact throughout the demolition and construction phase of the Project. Consultant is responsible for providing comprehensive project and program management services, and prioritizing all issues, problems and/or concerns that may arise during the course of the Project and providing City with recommended solutions for City’s consideration and appropriate action.
- 1.5 Consultant’s Key personnel for administering this Project is/are as follows:

Name	Title
Terry Renner	P.E., P.L.S., Q.S.D., Project Manager
Octavio Parada	Assistant Project Manager
Brian Wolfe	P.E., M.S., Project Engineer
Ron Musser	P.L.S., Director of Survey

- 1.6 Consultant shall propose and coordinate meetings as necessary to complete the scope of work of the project to the satisfaction of the City, including review and progress meetings. Consultant’s performance schedule shall incorporate the review meetings with City staff and others involved in the Project. Consultant will address all design, administrative and management elements necessary to complete the work for the duration of the project.
- 1.7 Consultant shall prepare and submit (electronically) to the City’s Project Manager a weekly progress report on the Project.

2. SCOPE OF WORK.

The selected engineering Consultant firm shall provide all labor and technical, administrative, traffic control (permitting, plans, and implementation/services),

professional and other personnel, all supplies, materials, equipment and all other resources necessary to perform the specific work. This work shall be done as-needed at the Consultant's Master on-Call proposed rates. City forms and information handouts will be made available to the CONSULTANT. City will pay traffic control permit cost (no-fee permit to CONSULTANT). NOTE: All work from inception through closeout and all work included in this RFP (design and otherwise) is subject to prevailing wage requirements.

TASK NO. 1 PROJECT MANAGEMENT

Task No. 1.1 Management and Coordination:

TKE will manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and budget and ensuring timely completion of the Project. TKE will give prior notice to the City, and obtain acceptance from the City, before performing work outside the contract work scope or contract budget amount.

1.2 Project Management Plan: TKE will develop a project management plan that defines the overall management and technical approaches, provides a baseline schedule, and identifies key milestone deliverables.

1.3 Project kickoff meeting: TKE will coordinate and attend a Project Kick-off meeting with the City. At a minimum, TKE's Project Manager, Project Engineer, and other key staff shall attend. TKE will be required to provide detailed meeting minutes following the kick-off meeting outlining all key components of the discussion.

1.4 Communication and Coordination meetings:

TKE will ensure complete coordination with District staff and be responsive to any email and telephone discussions. TKE will lead and coordinate monthly project status meetings with the City (assume a minimum of one hour in duration for each meeting).

At a minimum, TKE's Project Manager and Project Engineer shall attend with other key staff, if relevant, to discuss the issues identified for the respective meeting. These meetings aim to discuss project status, updates on critical data collection or other City input needs, preparation of workshops, project budget status, deliverables, upcoming items, and other general and specific items related to each task.

1.5 Monthly Project Progress Reports and Invoices:

TKE shall submit Monthly Project Progress Reports with their invoice that provide a summary of the project's progress for the most recent calendar month and includes the following as a minimum: The City's project name and number, Summary of work completed by task, list of proposed activities for the upcoming month, schedule summary (includes notes on any impacts to schedule, potential challenges, and list of upcoming events (workshops, deadlines, critical events, etc.) that includes dates or approximate timeframes), list of pending information needed to support the planned activities for the upcoming month, list of potential out-of-scope items or concerns, list of any previously approved amendments, and budget status summary that includes budget, spent to date, current invoice, budget remaining, and percent complete by top task.

Deliverables: Detailed Schedule, Meeting Agendas, and Progress Reports

TASK NO. 2 INCORPORATION OF OTHER IMPROVEMENT PROJECTS

TKE will undertake the following task: collecting and reviewing relevant data and information provided by the City or obtained elsewhere for this project. Data

to be provided will include, but not be limited to:

- Existing information: As-built record drawings, existing utilities
- Design plans, concepts, and input from the
- City related to the following projects:
- Parking lot space needs
- EVCSs
- Space for future solar panels, battery storage, and related infrastructure
- ADA compliance
- Security gates
- Landscaping improvements"

Deliverables: Review Background Documents, and Meet with Key Members of the City to confirm Information

TASK NO. 3 PRELIMINARY ENGINEERING

TKE will perform the following tasks: preliminary design tasks, including meeting with City staff, conducting field review/surveying, conducting utility research, and establishing the project design parameters.

3.1 Field Survey: TKE will conduct necessary research on existing facilities crucial for developing the conceptual and final plans. Information should include:

- Field survey to develop horizontal and vertical controls for final design plans
- Identification of the location of existing parking lot facilities, including parking spaces, curbs, fencing, sidewalks, planter areas, crosswalks, driveways, etc.
- Field locate existing surface features such as existing structures, monuments, trees, signs, and utilities within the project area (both above and below ground)

3.2 Permitting: TKE will identify the permitting requirements for the subject project, including:

- City of Jurupa Valley
- Other utility agencies or other permits as needed

Deliverables: Survey Plans, and Permitting Requirements List

TASK NO. 4 PARKING LOT PHASING PLAN

TKE will develop a phasing plan illustrating the progression of various improvement projects, encompassing the parking lot enhancement and future EVCS and solar panel

initiatives. The Phasing Plan will indicate whether and how the parking lot or associated facilities (planters, irrigation system, parking spots, etc.) may require adjustments to accommodate future project.

Deliverables: Phasing Plan

TASK NO. 5 FINAL DESIGN

After approval of the final conceptual plan layout, the City will send TKE a Notice to Proceed for the final design for the selected alternative.

5.1 Draft Design Plans: TKE will submit draft design plans for the City's review of the selected alternative, including all the items as outlined in the Scope of Work, which includes demolition of existing facilities, relocation of existing utilities (if applicable), geometric design of parking lot area, new pavement, drainage, curbs, gutters, signage, line striping, and landscaping and irrigation plans. The plans will comply with current ADA requirements and will be checked and approved by a Certified Access Specialist (CASP), including for accessible EVCS, parking spots, and buildings.

5.2 Draft Bid Documents: TKE will submit draft bid documents, including technical specifications. The City will provide front-end bid documents for TKE to review and modify as necessary.

5.3 Construction Cost Estimation: TKE will submit a construction cost estimate with the Draft Design Plans.

5.4 Final Design Plans and Bid Documents: TKE will address the City's comments on the Draft Plan and submit Final Plans, Bid Documents, and update Cost Estimate to the City for a final check. TKE will address any additional comments from the City. TKE will also submit Final Plans to the City or Jurupa Valley for their review and approval (if necessary).

Deliverables: Draft Conceptual Layouts, Cost Estimates, and Final Conceptual Layouts & Updated Cost Estimates

5. QUALITY CONTROL // EFFECTIVE QA/QC

TKE takes pride in its reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all service provided by TKE. Key components of the Program include check lists, field reviews, and discussion with the City's staff. High quality services yield the following tangible results:

- Ease of oversight
- Smoother processing
- Minimal delays in the bidding phase
- 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 process. This program requires not only formal procedures for checking, but encourages the conscientious effort of experienced people to always “think quality” in every task performed throughout the design process. 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 design procedures
- Established detailing standards
- Established checking procedures, including independent in-house QA/QC review
- Dual (independent) quantity estimates
- Review by Constructability expert

TKE’s vast experience in design services and construction management, our knowledge of the City’s parking improvement and ADA requirements, as well as all aspects of public works engineering projects, provides us with a distinct advantage to ensure the project is completed on schedule and within budget.

Exhibit "B"

FEE PROPOSAL

TKE Engineering, Inc. proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with the fee schedule as part of this Exhibit "B". The estimated cost for TKE Engineering, Inc. to perform the requested professional engineering services is **\$409,549**. Below is a detailed breakdown of these services:

City of Pomona Request for Proposal Vehicle Parking District ADA Parking Stall Improvements Project (RFP No. 2024-60) Consulting Engineering Fee																		
Task No.	Task	Project Manager Hours	Project Manager \$	Project Engineer Hours	Project Engineer \$	Director of Survey Hours	Director of Survey \$	Assistant Engineer/Designer Hours	Assistant Engineer/Designer \$	Clerical Hours	Clerical \$	Survey Crew Hours	Survey Crew \$	Sub-Contractor ¹⁾ \$	Total \$			
Design Scope of Services:																		
Task 1 - Project Management																		
1.1	Management and Coordination	8	\$ 1,360	24	\$ 3,840		\$ -		\$ -	40	\$ 3,600		\$ -		\$ 8,800			
1.2	Project Management Plan	4	\$ 680	8	\$ 1,280		\$ -		\$ -	4	\$ 360		\$ -		\$ 2,320			
1.3	Project Kickoff Meeting	4	\$ 680	4	\$ 640		\$ -		\$ -	2	\$ 180		\$ -		\$ 1,500			
1.4	Communication and Coordination Meeting	4	\$ 680	4	\$ 640		\$ -		\$ -	2	\$ 180		\$ -		\$ 1,500			
1.5	Monthly Project Progress Reports and Invoices	8	\$ 1,360	24	\$ 3,840		\$ -		\$ -	16	\$ 1,440		\$ -		\$ 6,640			
Task 2 - Incorporation of Other Improvement Projects		4	\$ 680	8	\$ 1,280		\$ -	24	\$ 3,120	4	\$ 360		\$ -		\$ 5,440			
Task 3 - Preliminary Engineering																		
3.1	Field Survey		\$ -		\$ -	8	\$ 1,360		\$ -		\$ -	192	\$ 48,000		\$ 49,360			
3.2	Preliminary Layouts	40	\$ 6,800	80	\$ 12,800	16	\$ 2,720	320	\$ 41,600	24	\$ 2,160		\$ -	8,976	\$ 75,016			
3.2	Cost Estimates	8	\$ 1,360	24	\$ 3,840		\$ -	40	\$ 5,200		\$ -		\$ -		\$ 10,400			
Task 4 - Parking Lot Phasing Plan		24	\$ 4,080	64	\$ 10,240		\$ -	80	\$ 10,400	40	\$ 3,600		\$ -		\$ 28,320			
Task 5 - Final Design																		
5.1	Draft Design Plans	64	\$ 10,880	120	\$ 19,200		\$ -	480	\$ 62,400	40	\$ 3,600		\$ -	8,976	\$ 105,016			
5.2	Draft Bid Documents	16	\$ 2,720	40	\$ 6,400		\$ -	160	\$ 20,800	8	\$ 720		\$ -		\$ 30,640			
5.3	Construction Cost Estimation	2	\$ 340	4	\$ 640		\$ -	40	\$ 5,200		\$ -		\$ -		\$ 6,180			
5.4	Final Design Plans and Bid Documents	40	\$ 6,800	80	\$ 12,800		\$ -	320	\$ 41,600	8	\$ 720		\$ -	4,488	\$ 66,408			
Subtotal:		226	\$ 38,420	484	\$ 77,440	24	\$ 4,080	1,464	\$ 190,320	188	\$ 16,920	192	\$ 48,000	22,440	\$ 397,620			
														Reimbursables (@13%)²⁾:	\$ 11,929			
														Total:	\$ 409,549			
														Rounded Total:	\$ 409,549			
Rates:		Project Manager	\$ 170 /HR	Project Engineer		\$ 160 /HR	Director of Survey		\$ 170 /HR	Assistant Engineer/Designer		\$ 130 /HR	Clerical		\$ 90 /HR	2-Man Survey Crew		\$ 250 /HR
		Notes:																
		1) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.																
		2) Subcontractor Fees for Geotechnical and Landscape																

TKE Engineering, Inc.

Total of 24 VPD lots. Average: \$17,084 per lot.
 Scope assumption shows up to 5 VPD meetings. Don't see it reflect on fee schedule.
 Does 3.2 include hydrology and hydraulic report identified as section 3. Critical issues (p. 28)?
 No 2 lots can be combined onto the same sheet. Needs to be able to easily split the project into phases.
 task 5 deliverables need to include Final/Stamped PS&E