

**CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
DE-24-138-SP**

This Agreement is made and entered into as of July 8, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”), and Kimley-Horn and Associates, Inc., a corporation with its principal place of business at 401 B Street, Suite 600, San Diego, CA 92101 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Design Services – Pickleball Courts at Seville Park(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$205,675.00**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this

Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California 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 he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant

shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits, except under the professional liability policy.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including

the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total

compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services 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 subconsultants, as applicable. Notwithstanding the foregoing, the contractor 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 1725.5 and 1771.1.

c. This Agreement may also be 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. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Michael Madsen as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:
City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Kimberly Young

CONSULTANT:
Kimley-Horn and Associates, Inc.
401 B Street, Suite 600
San Diego, CA 92101
Attn: Michael Madsen

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

VENDOR NAME.

By: _____
Matthew C. Ballantyne
City Manager

By: _____
Michael Madsen

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

Best Best & Krieger LLP
City Attorney

Gia Kim
Director of Engineering / City Engineer

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Sid Lambert
Purchasing Manager

EXHIBIT A
Scope of Services

PICKLEBALL COURTS AT SEVILLE PARK

Methodology

The following is our proposed methodology to accomplish the goals of this project:

Task 1: Coordination and Meetings, Data Collection, and Field Review

Task 1.1 Project Kick-off Meeting/Site Walk and Field Review

The Kimley-Horn team will facilitate a project kick-off meeting with the City project manager and key staff to discuss project schedule, design intent, budget, and deliverables.

The Kimley-Horn team, along with the City's project manager and key staff, will walk the Seville Park pickleball site to confirm the site conditions and key issues to be addressed during the design process.

Task 1.2 Data Collection

The Kimley-Horn team will assess the detailed background information for the project, provided by the City and review pertinent information to support the design process. All information will be reviewed and incorporated into base files for the project's design phase. All of the information obtained will be documented and organized for information exchange as needed.

Task 1.2.1 Survey

The Kimley-Horn team will conduct the following as a part of the survey scope:

- a. Research City, County, and NGS database for centerline (CL), right-of-way (R/W) records, and horizontal and vertical (HV) controls
- b. 120' wide topographic map with 40 scale mapping at 1' contour intervals
- c. Detail ground surveys within proposed improvement limits for all tie in points
- d. Recover existing Street CL monuments at site
- e. Recover existing R/W monuments at site
- f. Preparation of Auto Computer Aided Design (CAD) and Portable Document Format (PDF) drawings and submittals
- g. Survey data will follow National Map Accuracy Standards

Task 1.2.2 Geotechnical Analysis and Report

The Kimley-Horn team will coordinate with the City on the concept and determination of the locations for geotechnical investigation. The following components will be a part of the geotechnical tasks:

- a. Perform percolation testing at locations agreed to during the project kickoff.
- b. Perform laboratory tests on soil samples collected. The laboratory test program will be based on the soil conditions encountered with respect to the proposed improvements. We expect the testing program will include maximum density/optimum moisture content, in site moisture and density determinations, corrosion screening (resistivity, sulfate, chloride, pH), grain size analyses, R-value, and direct shear tests.
- c. Prepare a limited geotechnical investigation report for project planning and design. Our report will include boring logs, percolation test data and calculated infiltration rates, a plan depicting the boring and percolation test locations, laboratory test results, geotechnical analyses, and conclusions and recommendations for earthwork, court post-tension paving design, and lighting foundations.

Task 1.2.3 Potholing

Our team will provide vacuum excavation potholes to assist in identifying utilities where conflicts may exist with existing utilities. This task entails up to 5 potholes. Potholing information will be used to identify potential conflicts with proposed improvements. We assume traffic control for potholing will be based on WATCH manual. Preparation of traffic control plans is excluded from this task. It is assumed that pothole locations will be restored to its previous condition using native backfill and cold AC patch. Data collected as a result of potholing activities will be presented in a Portable Document Format (PDF) report that will include utility type, size, material, depth and pictures of the exposed utility.

Task 1.3 Project Schedule

The Kimley-Horn team will coordinate the project schedule with the City, as detailed later in this proposal, to deliver the project, achieve project goals and objectives, and clarify any assumptions. The outlined process will be organized and mapped to show the relationship between tasks to allow effective and timely planning of tasks, designate key project milestones, and deliverable dates for each phase. The project schedule will evaluate and incorporate the time relationships between design, procurement, permitting, construction and delivery. Currently, our schedule has us beginning in May and completing 60% plans within 60 calendar days of receiving notice to proceed. The target date for having the project out to bid is October 2025. We look forward to the opportunity to fine-tune this schedule with the City.

PICKLEBALL COURTS AT SEVILLE PARK

Task 1.4 Progress Project Development Team (PDT) Meetings

The Kimley-Horn team will hold design meetings with City staff and other stakeholders as necessary to provide project and schedule updates, progress, identify current tasks/action items, and discuss upcoming tasks. This task includes up to four (4) PDT project meetings over the duration of the design phase of the project. Two (2) of these meetings are assumed to be in-person meetings at Seville Park, or at the City offices. The remaining two (2) meetings will be virtual.

Task 1.5 Project Management

The Kimley-Horn team project manager will provide coordination between the design team and the City while monitoring project progress and the project schedule on a regular basis. The Kimley-Horn team project manager will lead any necessary meetings with the City and project stakeholders and coordinate all monthly project invoicing. ***The Kimley-Horn team will provide an extensive in-house quality control (QC) review to assure plans inclusive of proper coordination between the City, affected utilities, and consultant teams.***

Task 2: Concept Development

After working through the data collection tasks above, Kimley-Horn will focus on refining the concept plan that was shared to move forward into a design development document preparation phase. Along with a rendered concept, an associated list of pros and cons/opportunities and constraints will be prepared, and with a rough estimate, as part of the deliverables.

Community stakeholder outreach has been another part of concept development phases we have led on prior projects. Kimley-Horn would be happy to work with the City, and community stakeholders, for further input, if so desired, as an additional service.

Task 3: Design Development

Once a design concept has been chosen, Kimley-Horn will focus on refining that concept to allow the plan to move forward into a construction document preparation phase. The Design Development Drawing deliverable will be 60% level construction documents and will provide the first opportunity for City review.

These plans will include the following at a 60% (first plan check) construction document level:

- a. Pickleball Construction Materials and Finish Schedule** – A draft Construction Materials and Finish Schedule will be provided to represent a description of walkways, play surfaces, and park furnishings (example furnishings: benches/seating, trash receptacles, drinking fountains). Product literature describing park furnishings and fixtures will also be included.
- b. Grading and Drainage Plan** – The Grading and Drainage Plan will represent a 60% complete grading plan as appropriate to the construction of these park improvements.
- c. Street Improvement Plans** – Plans shall encompass all improvements for the full length of improvements within the project limits for any work within the public right of way including the construction of driveway approaches. Street plans shall exhibit street R/W; proposed pavement sections; proposed and existing curb, gutter, signing and striping, driveways, utilities (including septic systems), and utility appurtenances. Street plans shall also exhibit elevation points for curb ramps, sidewalk, and driveways to meet the requirements of the California Department of Transportation (Caltrans) DIB 82-06 and Form CEM5773 (A through D) where applicable.
- d. Signing and Striping Plans (if applicable)** – Striping plans shall show all existing signing and striping, in addition to the proposed signing and striping changes required to accommodate the new improvements. Signing and Striping plans shall be submitted in 1" = 40' scale.
- e. Environmental Coordination** – Environmental Coordination scope of services is based on the following key assumptions: CEQA compliance documentation will be a Categorical Exemption. One project design alternative will be evaluated through environmental review. Scope of services will include a CEQA Notice of Exemption and an acoustical assessment. Based upon our preparation of environmental documentation for similar projects and a review of the project as presented in the RFP, Kimley-Horn anticipates the project will be categorically exempt under CEQA Guidelines Section 15301 – Existing Facilities; Section 15302 – Replacement or Reconstruction; and Section 15303 – New Construction or Conversions of Small Structures. Kimley-Horn will file the Notice of Exemption (NOE) with the County Clerk and State Clearinghouse. The NOE will include a brief explanation as to why these exemptions are appropriate and confirm that no exceptions or unusual circumstances exist. Any filing fees shall be the responsibility of the City. The acoustical assessment will quantify both construction and operational noise levels. The analysis will examine whether the project would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of applicable standards. The assessment will take into account existing conditions, construction noise, vibration, and operational noise. Environmental Coordination will also include preparation of Water Quality Management Plan (WQMP) and National Pollutant Discharge Elimination System (NPDES) Documentation as required prior to construction.

PICKLEBALL COURTS AT SEVILLE PARK

- f. Water Quality Management and Compliance** – Kimley-Horn shall comply with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Kimley-Horn will comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.
- g. Lighting Plan and Details/Electrical Plans** – The Lighting Plan and Details will identify the potential location (in plan view) of site lighting including walkway/path lighting and play court lighting. Product literature describing light fixtures will also be included. It is assumed that all lighting enhancements will be integrated into existing on-site electrical services. An electrical service upgrade can be provided as an additional cost.
- h. Planting Plan** – Any associated Planting Plan will be to scale and will include the identification of the type, size, and quantities of proposed plant materials for the impacted area.
- i. Irrigation Equipment and Details** – Any necessary Irrigation Equipment and Details provided will consist of a listing of irrigation system components including irrigation heads (Manufacturer and Equipment Model numbers) for the impacted area. Appropriate irrigation details will also be provided.
- j. Preliminary Cost Estimate** – A preliminary cost estimate will be included with the Design Development deliverable.

Task 4: Construction Documents

This phase of the project consists of the preparation of all plans necessary to allow construction of the park in accordance with the approved Design Development Plan. Construction documents will be prepared in accordance with City requirements.

The Kimley-Horn team will prepare 90% and 100% (final) construction documents for City review and comment. All design work will be in accordance with the requirements and latest versions of the City of Fontana Standards, California Building Code, Standard Specifications for Public Works Construction (Greenbook), ADA standards, and the California Manual on Uniform Traffic Control Devices, as applicable.

It is assumed that the City will provide one set of consolidated comments at each submittal stage. After each of these submittals, a one-hour meeting will be held between the City's project manager, applicable City plan check reviewers, and applicable Kimley-Horn team staff to review the comments and determine final comment resolution.

It is assumed that these meetings will coincide with one of the scheduled progress meetings (Task 1.4). All comments and revisions will be addressed as part of the 100% final submittal, respectively. The plans will be prepared for a single phase of construction in a format and scale deemed appropriate by the Kimley-Horn team.

The construction documents are anticipated to consist of the following sheets:

- a. Cover Sheet** – The Kimley-Horn team will prepare a cover sheet that includes: vicinity map, location map, City general notes, project description, legend, abbreviations, and limits of work that summarizes the overall project plan set.
- b. General Notes** – The Kimley-Horn team will prepare sheets that include general notes, abbreviations, and site-specific notes as needed.
- c. Demolition Plan** – The Kimley-Horn team will prepare plan view sheets showing existing facilities to be removed, relocated, and protected in place. The plan view sheets will reflect existing topography, existing right-of-way, and existing utilities.
- d. Erosion Control Plan** – Kimley-Horn will prepare erosion control plans for construction conditions. These plans will indicate proposed wet weather Best Management Practices (BMPs) to minimize erosion from the project site to the adjacent public streets and storm drain systems. These plans will also show the City's standard erosion control notes and locate suggested temporary construction entrance, staging areas, BMPs, and appropriate pipe outlet to surrounding streets or storm drain system. (Up to 2 sheets)
- e. Improvement Plan and Details** – The Kimley-Horn team will prepare plan view sheets showing proposed improvements on site, including curb, curb and gutter, walkways (decomposed granite [DG] and Portland cement concrete [PCC]), utilities, pavement structural section, parking layout, decorative flatwork, and ADA enlargement details. The 90% plans will provide preliminary stormwater BMP details as needed for project compliance.

PICKLEBALL COURTS AT SEVILLE PARK

- f. Horizontal and Vertical Control Plans** – The Kimley-Horn team will prepare plan view sheets illustrating the proposed grading condition with data tables and elevations to control all hardscape features such as curb, walkways, and parking. The 90% plans will illustrate contours and spot elevation information only; the 100% plans will include data tables and additional enlargements, as required, to control ADA facilities on-site.
- g. Street Improvement Plans** – The street improvement plans will be advanced to construction document level and account for any comments received during the 60% plan review.
- h. Signing and Striping Plans (if applicable)** – The Signing and Striping plans will be advanced to construction document level and account for any comments received during the 60% plan review.
- i. Environmental Coordination** – The Environmental Coordination during this task shall account for any comments received during the 60% plan review.
- j. Water Quality Management and Compliance** – Kimley-Horn shall make sure any and all comments received during the 60% review are captured during this phase. If necessary, Kimley-Horn shall submit a separate WQMP report that identifies WQMP measures that will be incorporated into the final design.
- k. Pickleball Amenity Plan** – A plan will be provided that depicts all furnishings proposed for the pickleball amenity. Depending on the final concept, some of these may include seating, trash receptacles, drinking fountains, shade elements, fencing, and signage.
- l. Pickleball Court Design and Details** – The Kimley-Horn team will prepare design drawings which convey the post-tension structural details for the courts, and depict their integration with the associated fencing, lighting, post/nets, and other amenities. The drawings will include cross sections and associated fine grading for constructibility.
- m. Landscape Plans and Details** – The Kimley-Horn team will prepare landscape plans and work with the City to develop the plant palette and comply with California's Water Use Classification of Landscape Species (WUCOLS) information.
- n. Irrigation Plans and Details** – The Kimley-Horn team will prepare irrigation plans which comply with California's Water Efficient Ordinance and indicate the anticipated point of connection, note controller locations, and proposed irrigation mainline routing with anticipated pipe sizing.
- o. Lighting and Electrical Plans and Details** – The Kimley-Horn team will prepare electrical and lighting engineering design plans including all equipment and lighting locations, conduit routing locations, lighting and equipment installation details, and calculations. New lighting will be designed for the proposed sports courts. The Kimley-Horn team will coordinate with the City's preferred vendor for the court lighting design. It is assumed that all Photometric lighting calculations will be performed by the chosen lighting vendor.

Task 4.1 90% Construction Documents

The 90% Construction Document deliverable will serve as the second plan check that further refines the design development plans and incorporates all Client and City comments.

Task 4.2 100% Construction Documents

The 100% Construction Document deliverable will serve as the third plan check that completes the plans and incorporates all Client and City comments from the 90% plan review. The plans shall be provided in an electronic format, and signed and sealed plans will be provided to the City.

Task 4.3 Specifications, Reports, and Estimates

The Kimley-Horn team will prepare technical specifications to accompany the construction plans. The technical specifications will be prepared utilizing the City's preferred format for onsite construction. Specifications will be submitted as a part of the 100% (final) submittal.

The Kimley-Horn team will prepare the Engineer's Opinion of Probable Construction Cost (OPCC), based on the latest design quantity takeoffs and current unit prices. The OPCC will provide a bid item description, bid unit, bid quantity, unit price, and total price for each bid item. The item description will correspond with the bid schedule item description to be used when advertising the project for construction bids.

PICKLEBALL COURTS AT SEVILLE PARK

Task 5: Bidding Support

The Kimley-Horn team will provide bidding support to answer questions and attend one (1) pre-bid meeting if deemed necessary. We assume a total of ten (10) hours for this as-needed task to attend a pre-bid meeting and answer questions and provide any plan or specification changes by phone and email.

Task 6: Construction Administration Support

Kimley-Horn will play an oversight role during construction of the park and will respond to contractor questions and issues which arise during construction, including the review of construction changes. Kimley-Horn's role will not include field supervision or construction monitoring.

Services include:

- a. Meetings: Pre-construction meeting attendance, up to two (2) additional site meetings throughout the construction process (this includes the final punch list review visit), and four (4) on-line meetings at 1 hour each. All meetings will include the preparation of meeting notes. Some of the design elements to be reviewed in the field will include:
 - i. Planting location/layout reviews
 - ii. Hardscape form and features review
 - iii. Site lighting review
- b. Review of up to fifteen (15) contractor submittals
- c. Responding to requests for information (RFIs) (assume up to fifteen [15])

Task 7: Record Drawing Production

At the completion and final approval of the project, Kimley-Horn shall provide the City with signed and sealed "As Built" plans.

Additional Tasks and Services

Additional Services/Assumptions

Additional services, not outlined in the RFP, that the Kimley-Horn team can provide include, but are not limited to, the following:

1. Preparation of a hydrology/drainage memorandum
2. Architecture support
3. Water pressure readings and/or pump station design
4. Sewer calculations and sewer master plan
5. Existing pipeline condition assessments
6. GIS services
7. Value engineering or phased construction plans
8. Construction staking
9. Inspections and materials testing
10. Traffic control plans and details/flagging for traffic control
11. Existing plant inventory or landscape preservation plans
12. Electrical load study
13. Water features and/or fountains
14. Recycled irrigation water submittal and review to department of environmental health
15. Warranty and/or maintenance administration
16. In addition to soils information found during our initial project phases, a soils consultant and soil analysis will be coordinated/prepared by the contractor upon the completion of mass grading. The existing soil nutrient information will be compared against the proposed plant palette to determine the appropriate amendment recommendations.
17. Hot patching
18. Slurry backfill
19. Removal of dig alert marks

2. Firm Information

Firm Name: Kimley-Horn and Associates, Inc.

Mailing Address: 401 B Street, Suite 600, San Diego, CA 92101

Telephone Number: 619.234.9411

Our project manager and project team members' names and responsibilities for this project are denoted on the organizational chart on page 3.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

**City of Fontana
Pickleball Courts at Seville Park**

Category/Title Billing Rate		Kimley-Horn and Associates, Inc.								TOTAL HOURS	TOTAL COST	
		Sr. Professional II	Sr. Professional I	Sr. Professional I	Professional	Analyst II	Analyst II	Analyst I	Analyst I			Support Staff
		\$370	\$340	\$275	\$245	\$215	\$190	\$175	\$165	\$145		
Task 1	Coordination and Meetings + Data Collection and Field Review	18	6	11		12	18	4		5	74	\$ 19,150
1.1	Project Kick-Off Meeting/Site Walk and Field Review	2		2		2	2				8	\$ 2,100
1.2	Data Collection	2		2			5	4		1	14	\$ 3,085
1.2.1	Survey (see other direct costs)											
1.2.2	Geotechnical Analysis and Report (see other direct costs)											
1.2.3	Utility Clearance											
1.2.3	Utility Clearance (see other direct costs)											
1.3	Project Schedule	1		1			1				3	\$ 835
1.4	Progress PDT Meetings	5	4	2		4	4			2	21	\$ 5,670
1.5	Project Management	8	2	4		6	6			2	28	\$ 7,460
Task 2	Concept Development	3	3	3			12	22			43	\$ 9,085
2.1	Concept Refinement	2	2	2			10	18			34	\$ 7,020
2.2	Pros and Cons list	1	1	1			2	4			9	\$ 2,065
Task 3	Design Development	13	10	4	13	39	48	91			218	\$ 45,925
3.1	Construction Materials and Finish Schedule	1	1	2				5			9	\$ 2,135
3.2	Civil: Grading & Drainage, Street Improvement Plans, Signing & Striping, Water Quality Management and Compliance	1	2		8	5		25			41	\$ 8,460
3.3	Environmental Coordination: CEQA compliance, CE, and Acoustic Assessment	5	5			23	36	35			104	\$ 21,460
3.4	Lighting Plan and Details/Electrical Plans	3	1	2		6		10			22	\$ 5,040
3.5	Planting Plan	1					6	8			15	\$ 2,910
3.6	Irrigation Equipment and Details	1					6	8			15	\$ 2,910
3.7	Preliminary Cost Estimate	1	1		5	5					12	\$ 3,010
Task 4	Construction Documents	21	21	36	16	66	19	125		14	318	\$ 70,435
4.1	90% Constuction Documents									4	4	\$ 580
	Structural	2	2	15				12			31	\$ 7,645
	Civil: Demolition Plan, Erosion Control Plan, Grading & Drainage, Street Improvement Plans, Signing & Striping, Water Quality Management and Compliance, Notes & Details	1	3		10	22		30			66	\$ 13,820
	Environmental Coordination: CEQA compliance, CE, and Acoustic Assessment		2	3							5	\$ 1,505
	Landscape Architecture	6	2			10	10	25			53	\$ 11,325
4.2	100% Construction Documents									4	4	\$ 580
	Structural	2	2	12				10			26	\$ 6,470
	Civil: Demolition Plan, Erosion Control Plan, Grading & Drainage, Street Improvement Plans, Signing & Striping, Water Quality Management and Compliance, Notes & Details	1	2		6	10		28			47	\$ 9,570
	Environmental Coordination: CEQA compliance, CE, and Acoustic Assessment		2	3							5	\$ 1,505
	Landscape Architecture	5	2			9	9	20			45	\$ 9,675
4.3	Specification, Reports, and Estimates	4	4	3		15				6	32	\$ 7,760
Task 5	Bidding Support	3	3			4					10	\$ 2,990
5.1	Bidding Support	3	3			4					10	\$ 2,990
Task 6	Construction Administration Support	9	8			24	28			2	71	\$ 16,820
6.1	Meetings	5	2				16			2	25	\$ 5,860
6.2	Submittal Review	2	3				12				17	\$ 4,040
6.3	Responding to RFIs	2	3			24					29	\$ 6,920
Task 7	Record Drawing Production	4	4				12	24			44	\$ 9,320
7.1	As-Built Drawing Production	4	4				12	24			44	\$ 9,320
	TOTAL HOURS	71	55	54	29	145	137	266		21	778	
	Subtotal Labor:	\$26,270	\$18,700	\$14,850	\$7,105	\$31,175	\$26,030	\$46,550		\$3,045		\$ 173,725
	Other Direct Costs											\$ 31,950
	Survey											\$ 9,000
	Geotechnical & Utility Research											\$ 11,500
	Potholing											\$ 11,450
	TOTAL COST:											\$ 205,675

EXHIBIT C
Activity Schedule

