

**CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
XX-XX-XX-XX**

This Agreement is made and entered into as of March 10, 2026 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 TKE Engineering, Inc., a Corporation with its principal place of business at 2305 Chicago Ave., Riverside, CA 92507 (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:

Sierra Avenue Storm Drain Extension (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 \$154,030.00. 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 **March 10, 2026** to **June 30, 2027**, 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 endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against 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:

	<u>Combined Single Limit</u>
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.

(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 Syed Raza, PE, 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: Jeffrey Kim, Department of Engineering

CONSULTANT:

TKE Engineering, Inc.

2305 Chicago Ave.

Riverside, CA 92507

Attn: Terry Renner

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

TKE Engineering, Inc.

By: _____
Matthew C. Ballantyne
City Manager

By: _____
[INSERT NAME]
[INSERT TITLE]

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
[INSERT NAME]
[INSERT TITLE]

Approved as to form:

Best Best & Krieger LLP
City Attorney

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha Voss
Director of Human Resources & Risk Management

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Purchasing

EXHIBIT A
Scope of Services



February 3, 2026

Jeffrey Kim, Engineering Manager
CITY OF Fontana
8353 Sierra Avenue
Fontana, CA 92335

Subject: Proposal to Provide Professional Engineering Services for Design of the
Sierra Avenue Storm Drain Extension

Dear Mr. Kim,

The City of Fontana desires to retain professional engineering services for the design of storm drain improvements along Sierra Avenue from the terminus point of the Cypress storm drain project, just north of Foothill Boulevard, to Malaga Street. The project area currently experiences significant flooding along Sierra Avenue in the outermost travel lane during and after large rain events. The proposed improvements are to mitigate flooding impacts to the street segment as well as adjacent properties.

Scope of Services

Our Scope of Services for the project is presented in the following paragraphs:

Task No. 1 – Project Management

TKE's Project Manager will be responsible for the entire project team. He will attend all meetings, prepare agendas and corresponding meeting minutes together with collection of signatures for meeting attendees (sign-in sheets). He will meet with the City at appropriate times and will meet as needed with agencies, residents, property owners, and utilities in addition to the meetings presented below. We will also update TKE's project budget and schedule prior to each City meeting for discussion with staff.

Task No. 2 – Initial 'Kick Off' Meeting

Prior to commencement of services, we propose to meet City staff to review project obligations and to discuss all project requirements in detail. TKE's Project Manager and Project Engineer will attend the meeting to determine project protocol and obtain City record drawings and previous design files to be utilized for the project.

Task No. 3 Records Research

TKE assisted the City with Project/Construction Management for the Sierra Avenue Widening Project and has an extensive understanding of the project area and improvements constructed as part of the project as well as the utility work that was completed. We propose to utilize the file prepared for the design of Street Widening Project to the greatest extent possible to minimize overall cost and expedite the

design package delivery. The research will consist of reviewing record utility drawing, prepared as part of the street improvement design, to verify that utilities are shown correctly as well as modify/incorporate any changes based on the utility drawings that were not included as part of the Street Widening Plans. We will also review all bulletins, RFIs, Change Orders, and other documents from the Construction of the Street Widening Project to ensure any unforeseen/change in conditions are incorporated into the design.

Task No. 4 Design Survey

TKE will conduct a conventional design survey of the project area. TKE previously provided Construction Survey Services to the City for the Street Widening Project and has horizontal and vertical survey control established for the project as well as new monumentation for the Sierra Avenue center line. Our crews will utilize our previous control file to conduct the field topography survey. Elevations will be tied to existing City benchmarks.

Our field survey crews will collect appropriate detail as required. Topography will extend from right-of-way to right-of-way along Sierra Avenue from Foothill Boulevard to approximately 50 feet north of Malaga Street with cross sections taken every 100 feet. Our crews will set 100-foot stationing along street centerlines and collect existing topography as needed to provide sufficient level of detail for precise design. The crew will also measure invert, top of cone and rim elevations for all existing manholes in the project area and invert and rim elevations for all drainage facilities. The crew will set temporary benchmarks within the project limits and each will be shown on the drawings.

We will perform field data collection surveys to obtain the location of utilities and other structures visible from the surface, electric poles, sidewalks, curb and gutter, fire hydrants, trees, and landscaping improvements along the project edges. We will perform subsurface investigation as needed to verify existing utilities' exact location and depth to avoid conflicts with proposed improvements. Photos of general conditions and features at all locations or issues requiring special attention will be taken and TKE will maintain in photo log in e files.

Task No. 5 Base Drawing Preparation

TKE proposes to utilize the drawing files from the Street Widening Project to prepare the base construction drawings on 24" by 36" sheets with the City's standard title block using AutoCAD Civil3D software, at a drawing scale of 1"=40'. The base construction drawings will include a plan view based on the accumulated conventional and aerial survey data. We will add the sheet north arrow, graphic scale, existing improvements and utilities (based on both assembled records and field data), property lines, public and private right-of-way, easement areas, assessor parcel numbers, street centerline, street names, building locations, water service locations; sewer manhole lids and water valve lids; cross gutters; driveways, pedestrian ramps; traffic stripes and legends; curb returns; details of private improvements, fences, gates, irrigation systems, mailboxes, trees and landscaping, and survey data to the

drawings. Once the base drawings are complete, we will perform a careful field review to ensure all underground facilities are shown correctly as well as review records from the construction of the Street Widening Project to ensure all field changes are incorporated.

Task No. 6 Hydrology/Hydraulic Analysis

TKE will utilize the hydrology/hydraulic analysis that were prepared for the Sierra Avenue Widening Project and the Cypress Avenue Storm Drain Project to prepare an updated analysis for the proposed storm drain extension. We will review the tributary areas within the project area analyzed as part of those reports and update as necessary to ensure the current conditions are captured correctly. TKE will develop catch basin hydrology using Rational Method calculations for 10- and 100-year events, determine inlet/catch basin locations, sizes, ponding depths, and flow-by rates, and identify preliminary connector pipe alignments for utility coordination. The results of the drainage study will be assembled in a summary report. The report will include an executive summary, an introduction (including discussions on study area limits, existing runoff patterns, existing land uses, existing and proposed drainage infrastructure, and design criteria), and study scope (including discussions on hydrology methods used and system hydraulics) in accordance with San Bernardino County Flood Control District standards. The study will include calculation tables, figures and references to existing reports necessary to support the report findings.

Task No. 7 60% Design

To assist with expediting the project, TKE will proceed directly into the 60% design. 60% Design will include preparation of preliminary construction drawings, preliminary technical specifications, and preliminary construction estimates based on bid items used for the Cypress Storm Drain Project. TKE will determine storm drain alignment and identify any potential utility crossings/conflicts and perform verify that required vertical and horizontal separation requirements can be met. TKE will optimize the design to minimize conflicts and relocations of existing utilities and minimize excavation depth to the extent possible.

Construction drawings will show proposed street and storm drain improvements including locations of proposed storm drainpipe, catch basins, junction structures, cross sections and details. Proposed improvements will be designed in accordance with the City's current design standards and specifications. For the drawings, it is estimated that we will prepare one title sheet, one construction notes sheet, two plan/profile sheets for the mainline, one profile sheet for lateral lines and one cross section/necessary detail sheet.

The title sheet shall include the title of the job, a vicinity map showing the City in relationship to surrounding communities, a location map showing the project limits, a list of abbreviations used, benchmark data, general notes, construction notes and quantities, an index for the drawings, list of utilities with phone numbers, and references on the City's standard title block.

The construction note sheet will show general construction notes and project specific requirements.

The plan/profile sheets will show proposed site including locations of proposed storm drain pipe, catch basins, local depressions, connector pipes, junction structures, manholes, pavement repair limits and any necessary replacement of street improvements for the proposed design. The profiles will show the proposed vertical alignment of the storm drain including stationing, pipe size, 100-year velocity/flow rates, 100-year hydraulic grade line (HGL), invert elevations at structures and inlets/laterals/connector pipes, pipe slope, manhole rim elevations and flagged elevations of utility crossings to ensure no conflicts.

Detail sheets will show any necessary cross sections, structure details, connection details, etc.

For the specifications, we will amend the City Standards Technical Provisions as required for the projects. The City standard specifications are supported by the Greenbook, State standard plans and specifications, and County Flood Control standards. The construction specifications will be prepared in Microsoft Word (2020 Version) format in accordance with City standards.

In addition, we will prepare quantity estimates for all proposed improvements prepared using an excel spreadsheet showing an itemized construction cost breakdown. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

Both the project specifications and cost estimates will be prepared in a similar manner to the Cypress Storm Drain Project to assist the City with negotiations with the Contractor to perform the additional work.

Task No. 8 Coordination with Agencies/Utilities

After 60% design is complete, plans will be sent to agencies having facilities in the project areas requesting that they verify their facilities are shown correctly and that they furnish any construction requirements they desire. We will highlight each agency's facilities and advise each of potential conflicts and relocation requirements. We will request that they respond within two weeks and we will follow up with telephone calls to confirm all agency requirements have been incorporated. We will document all conferences with utilities and agencies and copy the City via e-mail.

Task No. 9 60% Design Review Meeting

After the City has completed its review, we will meet with City staff to acquire Staff's comments.

Task No. 10 90% Design

90% design will include incorporation of City comments and final design.

90% Design will be submitted with a project summary memorandum together with an updated project schedule, additional stakeholder meeting summary, if needed, and internal plan review documentation.

Task No. 11 90% Design Review Meeting

After the City has completed its review, we will meet with City staff to acquire Staff's comments.

Task No. 12 Final Contract Documents

Final documents will include incorporation of City final comments, and final documents. Final documents will include mylars and hard copy specifications with signatures and electronic copies of final documents.

Task No. 13 Final Coordination with Agencies/Utilities

After the final drawings are approved by the City, we will again submit them to all agencies/utilities having underground facilities in the project area requesting that they verify their facilities are shown correctly and we will advise them of the project construction schedule and relocation requirements. In addition, we will coordinate final relocation prior to project commencement. We will document all meetings and conferences with utilities and agencies.

Task No. 14 Record Drawing Preparation

After the completion of construction, TKE will prepare as-built drawing based on any design revisions and field modifications made during construction.

Fee

TKE's fee to provide the scope of service described above is shown on the attached fee table breakdown. TKE will invoice monthly in accordance with our rate schedule and will not exceed our fee without prior approval from the City.

Thank you for the opportunity to submit our proposal to provide professional surveying services. If you have any questions, please contact me at (760) 895-1949.

Sincerely,



Terry Renner, P.E., P.L.S., Q.S.D.
Senior Vice President
TKE Engineering, Inc.

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
Engineering Services for Design of Sierra Avenue Storm Drain Extension

Fee Schedule Breakdown

Task No.	Task	Project Manager		Project Engineer		Hydrology/Hydraulic Specialist		Associate Engineer		Assistant Engineer		2-Man Survey Crew		Clerical		Total
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	\$
1.	Project Management	24	\$ 4,200	24	\$ 3,960		\$ -		\$ -		\$ -		\$ -	24	\$ 2,160	\$ 10,320
2.	Initial Kickoff Meeting	2	\$ 350	2	\$ 330		\$ -	2	\$ 310		\$ -		\$ -	4	\$ 360	\$ 1,350
3.	Records Research	2	\$ 350	4	\$ 660		\$ -	8	\$ 1,240		\$ -		\$ -	4	\$ 360	\$ 2,610
4.	Design Survey	2	\$ 350	4	\$ 660		\$ -		\$ -		\$ -	16	\$ 4,160		\$ -	\$ 5,170
5.	Base Construction Drawings	2	\$ 350	8	\$ 1,320		\$ -	24	\$ 3,720	40	\$ 5,800		\$ -		\$ -	\$ 11,190
6.	Hydrology/Hydraulic Analysis	8	\$ 1,400	24	\$ 3,960	40	\$ 6,400	56	\$ 8,680	64	\$ 9,280		\$ -	4	\$ 360	\$ 30,080
7.	60% Design	16	\$ 2,800	48	\$ 7,920	40	\$ 6,400	72	\$ 11,160	120	\$ 17,400		\$ -	16	\$ 1,440	\$ 47,120
8.	Coordination with Agencies/Utilities	4	\$ 700	8	\$ 1,320		\$ -	8	\$ 1,240		\$ -		\$ -	4	\$ 360	\$ 3,620
9.	60% Design Review Meeting	2	\$ 350	2	\$ 330		\$ -		\$ -		\$ -		\$ -	4	\$ 360	\$ 1,040
10.	90% Design	16	\$ 2,800	24	\$ 3,960	16	\$ 2,560	32	\$ 4,960	48	\$ 6,960		\$ -	8	\$ 720	\$ 21,960
11.	90% Design Review Meeting	2	\$ 350	2	\$ 330		\$ -		\$ -		\$ -		\$ -	4	\$ 360	\$ 1,040
12.	Final Contract Documents	8	\$ 1,400	16	\$ 2,640	8	\$ 1,280	16	\$ 2,480	16	\$ 2,320		\$ -	8	\$ 720	\$ 10,840
13.	Final Coordination with Agencies/Utilities	4	\$ 700	8	\$ 1,320		\$ -	8	\$ 1,240		\$ -		\$ -	4	\$ 360	\$ 3,620
14.	Record Drawings	2	\$ 350	4	\$ 660		\$ -		\$ -	8	\$ 1,160		\$ -	4	\$ 360	\$ 2,530
Subtotal:		94	\$ 16,450	178	\$ 29,370	104	\$ 16,640	226	\$ 35,030	296	\$ 42,920	16	\$ 4,160	88	\$ 7,920	\$ 152,490
																\$ 1,540
																\$ 154,030

Rates:

Project Manager	\$ 175 /HR
Project Engineer	\$ 165 /HR
Hydrology/Hydraulic Specialist	\$ 160 /HR
Associate Engineer	\$ 155 /HR
Assistant Engineer	\$ 145 /HR
Clerical	\$ 90 /HR
2-Man Survey Crew	\$ 260 /HR

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

TKE Engineering, Inc.