

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **TKE ENGINEERING, INC., a CORPORATION**, with its principal place of business at **2305 CHICAGO AVENUE, RIVERSIDE, CA 92507** hereinafter referred to as the "Vendor," based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. Vendor desires to perform and assume responsibility for the provision of professional **construction inspection** contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional **construction inspection** contracting services and is licensed in the State of California, if applicable;
- C. City desires to engage Vendor to render such services for the **Construction Inspection Consultant Services** as set forth in this Agreement;
- D. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. **VENDOR INFORMATION:**

Vendor's Name: TKE Engineering, Inc.

Address: 2305 Chicago Avenue

City: Riverside State: CA Zip: 92507

Business Phone: (951) 680-0440 Fax No. (951) 680-0490

Other Contact Number: _____

Business License Number: 22062

Federal Tax I.D. Number: 33-0918894

2. **VENDOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from ~~XXX~~ to **June 30, 2025**, unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.
- E. Term of Multi-Year Agreement
 - a. This contractual agreement will be subject to the City Council approving the fiscal year annual budget. This contractual agreement shall be binding upon all parties for a period of two (2) fiscal year and may be extended for an additional three (3) fiscal years upon the written agreement of both parties and pending funding approval in the new fiscal year's budget.
 - b. The following clause applies to this project: "It should be noted that this multi-year agreement may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council. In the event that the City Council does not grant necessary funding appropriations and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied."

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any

individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.

- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: **Terry Renner**.
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates **Terrey Renner, P.E., Client Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all

violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.
- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be

brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are retirees under the California Public Employees Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

- O. Civil Code Section 1542 Waiver. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.
- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable.

The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

Minimum Limits of Insurance:

- a. **General Liability Insurance.** Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be

maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:

- \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
- b. Automobile Liability
- \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)
- \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit
- d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements: Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:
- The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.

- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or authorized by the City Manager or designee.

Verification of Coverage: Vendor shall furnish City with all certificates(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
2. Additional Insured endorsement for auto liability coverage
3. Waiver of Subrogation for workers compensation coverage

- R. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

T. Termination. The following clauses apply:

1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.
2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
3. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.
4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.

- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

Interwest Consulting Group, Inc.
1500 S. Haven Ave., Suite 220
Ontario, CA 91761
Attn: Terry Renner

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Land Development Division

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation or transfer.

CC. Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by Vendor for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

1. Vendor shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event Vendor violates or breaches terms of the Agreement.
2. City may terminate the Agreement for cause or for convenience, and Vendor may terminate the Agreement, as provided the General Conditions.
3. Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by City and/or subcontracts in excess of \$10,000 entered into by Vendor.)
4. Vendor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. Vendor shall observe City requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the City.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the City. FEMA/CalOES reserve a

royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

10. Vendor shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Vendor shall retain all required records for three years after City makes final payments and all other pending matters relating to the Agreement are closed.
12. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

TKE Engineering, Inc.

BY: _____

City Manager

Date

BY: _____

TITLE: _____

(President or Vice President)

BY: _____

TITLE: _____

(Corporate Secretary)

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

EXHIBIT A
VENDOR SCOPE OF SERVICES

DRAFT

REQUEST for PROPOSAL

2024-032 PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES

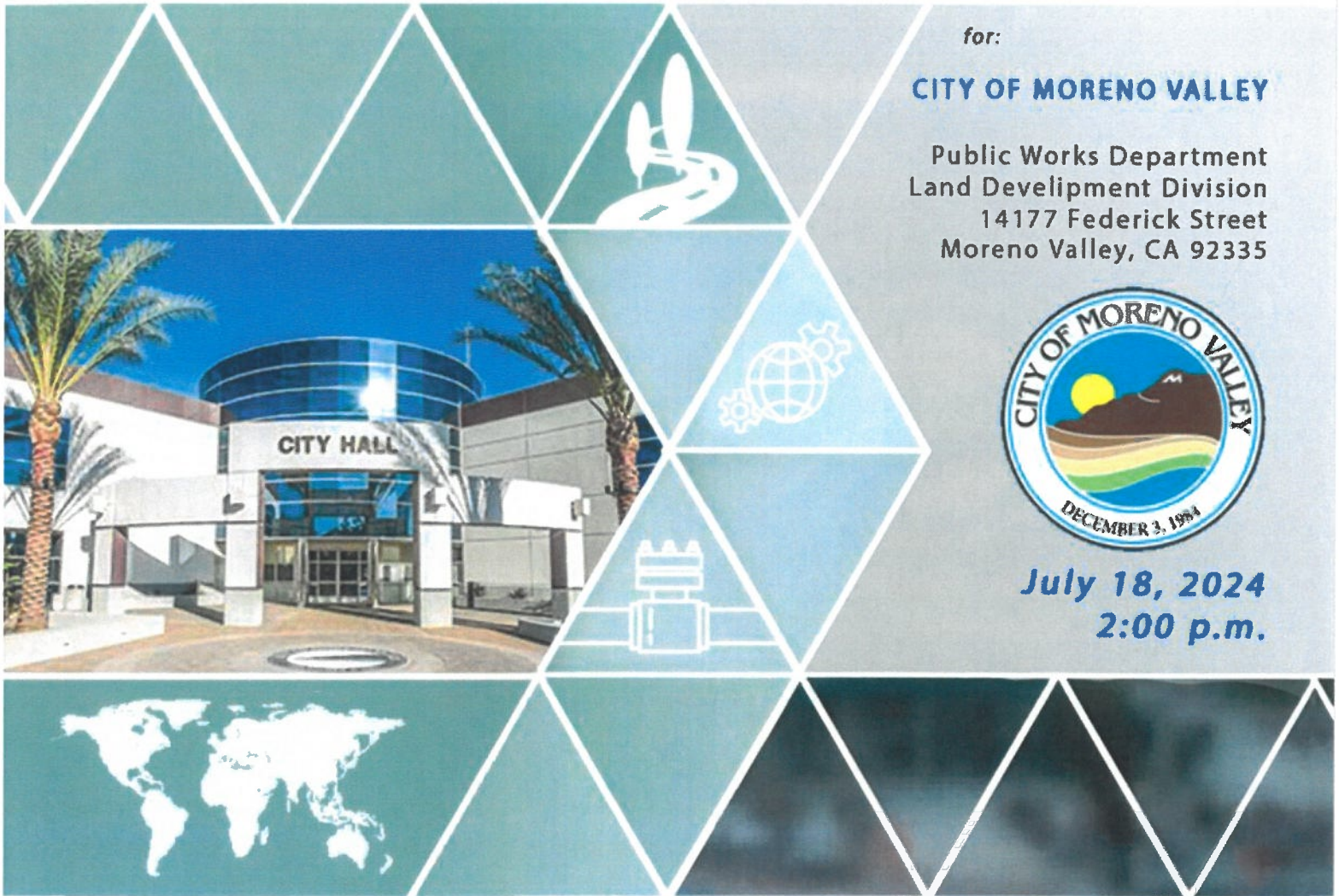
for:

CITY OF MORENO VALLEY

Public Works Department
Land Development Division
14177 Federick Street
Moreno Valley, CA 92335



**July 18, 2024
2:00 p.m.**



Prepared by:



2305 Chicago Avenue
Riverside, California 92507
(951) 680-0440

www.TKEengineering.com

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Prepared for:

City of Moreno Valley

Public Works Department/Land Development Division
14177 Frederick Street
Moreno Valley, CA 92552
Phone: (951) 413-3100

Prepared by:

TKE Engineering, Inc.

2305 Chicago Avenue
Riverside, CA 92507
Contact: Terry Renner, P.E., P.L.S., Q.S.D., Senior Vice President
Phone: (951) 680-0440
Fax: (951) 680-0490
Email: trenner@tkeengineering.com
Website: www.tkeengineering.com



July 18, 2024

CITY OF MORENO VALLEY

Public Works Department/Land Development Division
14177 Frederick Street
Moreno Valley, CA 92552

Subject: Request for Proposal 2024-032 Professional Consultant Services for Construction Inspection Services

Dear Evaluation Panel:

Thank you for the opportunity to present TKE Engineering, Inc. (TKE)'s proposal to provide Professional Services for Construction Inspection Services for land development projects to the City of Moreno Valley (City). TKE is enthusiastic about the opportunity to assist the City with these services. Why choose TKE to provide the requested services? Please consider the following:

Firm Identification - TKE, a California Corporation, is a full service, multi-disciplinary consulting firm located at 2305 Chicago Avenue, Riverside, CA 92507. Our Federal Tax ID Number is 33-0918894, and we can be found online at www.tkeengineering.com. With over 24 years of experience providing construction inspection services, as well as, on-call engineering services to public agencies, we are highly qualified to perform the services necessary for project delivery.

Prior Company Names and Organizational Structure – TKE Engineering, Inc. has not had any prior names and is classified as a C-corporation.

Names and Titles of Principal Owners- TKE Engineering Inc. has three principal owners, Michael Thornton, P.E., P.L.S., M.S., President; Terry Renner, P.E., P.L.S., Q.S.D., Senior Vice President; and Steven Ledbetter, P.E. Vice President.

Authorized Personnel - Terry Renner, P.E., P.L.S., Q.S.D., Principal-In-Charge/Client Manager, is an authorized signatory of the firm and will be TKE's contact person for the duration of the proposal evaluation and contract. He can be reached by telephone at (951) 680-0440 and e-mail at trenner@tkeengineering.com.

Company History, Experience, and Years in Business - TKE was established with the goal of providing turnkey services for municipal land development and public works projects to benefit our community. As a result, our focus on this mission has earned us a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of services. We are a highly motivated, dynamic firm with the goal of being the City's preferred consultant. As a firm dedicated to public service, TKE's experience is exclusively related to review of development projects and publicly funded public works projects. We thoroughly understand all related requirements to protect the City's interests and since we only provide services to municipalities, we avoid any conflicts of interest. TKE has been providing construction inspection services to numerous municipalities and cities for the past 24 years including the City of Moreno Valley. As such, we have a thorough knowledge of the City's standards and requirements.

Current Number of Employees, Key personnel – TKE Engineering currently employs 59 professional engineers, surveyors and support staff, including 16 land development and public works inspectors. Mr. Renner will be overseeing and managing the work of our key personnel. Jeffery Lantosh, C.P.I.I., Nelson Blackwell, C.P.I.I., Naeem Dulloo, Steve Biscotti, Patrick Palafox, Brad Enscoe and Brian McDuffie are TKE's proposed Senior Public Works Inspectors and each of whom have extensive experience providing construction inspection services.

Exceptions – TKE has no exceptions to the City's scope, specifications, terms or conditions in this RFP.

Validity- This proposal of proposed services and related pricing are valid for a period of 180 days.

Thank you for your consideration. TKE would very much appreciate the opportunity to provide engineering services. If you have any questions, please call me at (951) 680-0440.

Sincerely,



Terry Renner, P.E., P.L.S., Q.S.D., Senior Vice President, TKE Engineering, Inc.
TKE Professional Consultant Services for Construction Inspection Services
City of Moreno Valley



SECTION 2 | PROFESSIONAL TEAM ASSIGNMENTS

1 KEY PERSONNEL

TKE's key staff assigned to perform the services required are identified and discussed in detail within the following section. As discussed previously, TKE currently maintains a staff of 16 construction inspectors who are highly qualified to assist with any of the required services for this contract. Due to page limitations, we have only identified a few of the team members. All of TKE's inspectors have a background with construction, enabling TKE to provide well rounded inspectors capable of understanding the requirements to construct a project and capable of identifying potential change orders and design deficiencies before they occur.



Terry Renner, P.E., P.L.S., Q.S.D.
Principal-In-Charge/
Client Manager

R.C.E. No. 69984
P.L.S. No. 9762

Q.S.D. Certification No. 24329

Mr. Renner is the Senior Vice President of TKE and has over 24 years of experience in inspection, construction management, civil engineering, design, plan checking, and project management of both development and public works infrastructure projects, including grading improvements, street and transportation improvements, traffic engineering, drainage improvements, water improvements, sewer improvements, facilities improvements, and recreation improvements. He oversees all our inspection staff and has successfully delivered a wide variety of complex and challenging projects. He is dedicated to ensuring that TKE's inspection staff continue to exceed industry standards.



Jeffrey Lantosh, C.P.I.I.
Senior Public Works Inspector

CPII – Certified Public Infrastructure Inspector, ICC - Special Inspector, Soils, Structural Masonry, Reinforced Concrete, and Prestressed Concrete APNGA Portable Nuclear Gauge | Radiation Safety Officer Class South West Calibration and Training, CESSWI Certification

Mr. Lantosh has over 12 years of inspection experience with the providing public works inspection services to several municipalities throughout Southern California. He has completed project inspection services for the cities of

Moreno Valley, Fontana, Riverside, Highland, Calimesa, Riverside Transit Agency, and the County of San Bernardino. Mr. Lantosh's background in public works inspection and oversight provide him with an extensive knowledge of ASTM specifications and OSHA standards. Mr. Lantosh has worked as a public works inspector for



inspection of capital improvement and developer installed improvements relating to the construction of water, sewer, streets, drainage, traffic signals, parks and housing tract improvements.

Nelson Blackwell, C.P.I.I.
Senior Public Works Inspector

ICC - Special Inspector, Soils, Reinforced Concrete, Reinforced Masonry and ACI Field Testing, Technician Grade 1 Special Inspection Certification and Training - Southwest Training and Calibration

Mr. Blackwell has over 8 years of experience providing inspection services for capital projects to several agencies throughout Southern California. His services include but are not limited to site grading, sewer and waterline installation, street paving, American Disabilities Act (ADA) improvements, underground infrastructure, utilities installation, steel reinforcements, concrete and masonry, path/retaining walls, and parking lot installation. Additionally, he is skilled in understanding project plans and specifications, accessing applicable code, maintaining good and proper relationships with project stakeholders and contractors, and helping to prepare final project documents.



Naeem Dulloo
Senior Public Works Inspector

DSA Masonry Special Inspector, ICC – Special Inspector, Structural Masonry, Reinforced Concrete, Structural Steel & Bolting, Spray Applied Fire Proofing ACI – Concrete Field-Testing Technician Grade I

Mr. Dulloo has over 5 years of experience providing construction inspection services for public and private residential, commercial, industrial, and infrastructure projects in Southern California. He has successfully delivered a wide range of project types, involving, yet not limited to: underground utilities, soils & trenching, street paving, ADA improvements, parking lot installation, concrete, masonry, structural & reinforcing steel, and underground infrastructure. Mr. Dulloo has specialized expertise and knowledge in various

construction disciplines, inspection principles, the California Building Standards Code, ASTM Standards, and plan reading.



Steve Biscotti
Senior Public Works Inspector

OSHA 30, 16HR QSP Training, Lean Manufacturing Seminar, Forklift Certification, Step 2000 Courses, Conflict & Confrontation Seminar

Mr. Biscotti has nearly 18 years of inspection experience with the last 8 years providing public works construction inspection services. Mr. Biscotti has provided inspection services to several municipalities throughout Southern California for development and CIP public works projects. He has completed project inspection services for the cities of Moreno Valley, Fontana, South El Monte, Riverside, Hemet and Calimesa. Mr. Biscotti has worked as a Public Works Inspector for inspection of capital improvement and developer installed improvements relating to the construction of water, sewer, streets, drainage, traffic signals, parks and housing tract improvements.



Patrick Palafox
Senior Public Works Inspector

OSHA 10 Certification

Mr. Palafox has over 17 years of experience in public works construction and has provided inspection services for the past four years. Recently, Mr. Palafox is providing on-call inspection

services to the San Bernardino Municipal Water Department for developer installed water and sewer projects, the Cities of Calimesa and Highland for capital improvement and developer installed street, drainage, utility and housing projects as well as street, drainage, park, water and sewer improvements.



Brad Enscoe
Senior Public Works Inspector

OSHA 30 Certified
16HR QSP Training Seminar

Mr. Enscoe has over 15 years of experience providing public works construction inspection services. Mr. Enscoe has provided on-call inspection

services to the Cities of Calimesa and Menifee for developer installed housing projects as well as street,

drainage, and sewer improvements to the Cities of Moreno Valley, Fontana, Redlands, and El Monte.



Brian McDuffie
Field Inspector

PM-10 Certified

Mr. McDuffie has over 20 years of commercial and residential experience in the construction field. He is adept in performing various construction-related tasks as well as managing, organizing, leading, and supervising construction crews. Mr. McDuffie has experience working with development projects for homes, schools, hospitals and commercial buildings and is knowledgeable in all areas of public works. His experience includes Americans with Disabilities Act (ADA) improvements of sidewalk, ramps, crosswalks, and curb and gutter, as well as street improvements and structural walls. Mr. McDuffie also has extensive experience analyzing and following plans and other specifications as well as communicating with Contractor and the community on behalf of the agency, problem solving and addressing safety concerns before they arise.



Tyler Ault
Senior Public Works Inspector

Confined Space Training
NUCA Excavation Safety and
Competent Person Certified

Mr. Ault is a Senior Public Works Inspector with 5 years of experience in public works street, parking lot, pipeline and development construction. With firsthand experience in the construction industry, he brings an invaluable perspective to the projects as an inspector. He is adept in confirming compliance with plans, specifications, and safety standards by conducting detailed, on-site surveys and communicating necessary adjustments with the project managers. With thorough attention to each project, he is able to identify potential problems and implement corrections before causing delays. His experience includes inspection of streets, pavement replacement, pedestrian improvements, parking lots, signing and striping, as well as sewer main and potable water installation projects installation of sewer, potable water, non-potable water, storm drain, and storm water retention basins; performance of hydrostatic testing, air pressure testing, and mandrel testing; and implementing safety measures to follow OSHA codes and regulations.

2 ORGANIZATIONAL CHART



Terry Renner
P.E., P.L.S., Q.S.D.
Principal-In-Charge/Client Manager

Jeff Lantosh, C.P.I.I.
Senior Public Works/Specialty Inspector

- Land Development Inspections
- CIP Public Works
- Specialty Inspections
- Structural Inspections

Nelson Blackwell, C.P.I.I.
Senior Public Works/Specialty Inspector

- Land Development Inspections
- CIP Public Works
- Specialty Inspections
- Structural Inspections

Naeem Dulloo
Senior Public Works/Specialty Inspector

- Land Development Inspections
- CIP Public Works
- Specialty Inspections
- Structural Inspections

Steve Biscotti
Senior Public Works Inspector

- Land Development Inspections
- CIP Public Works
- Traffic Signals Inspections
- Electrical Inspections

Brian McDuffie
Senior Public Works Inspector

- Land Development Inspections
- CIP Public Works
- Permit Inspections

Patrick Palafox
Senior Public Works Inspector

- Land Development
- CIP Public Works
- Permit Inspections

Brad Enscoe
Senior Public Works Inspector

- Land Development
- CIP Public Works
- Permit Inspections

Tyler Ault
Senior Public Works Inspector

- Land Development
- CIP Public Works
- Permit Inspections

TKE
SUPPORT TEAM
(59+ Members)



Professional Consultant Services for Construction Inspection Services

City of Moreno Valley



3 RESUMES



TERRY RENNER, P.E., P.L.S., Q.S.D.

**Principal-In-Charge/
Client Manager**

TKE Engineering, Inc.

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. License Number 69984 (CA)
Qualified SWPPP Developer and Practitioner #24329
P.L.S. No. 9762 (CA)

CERTIFICATIONS

Caltrans SWPPP Certified QSP/QSD Training

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers
American Public Works Association
American Council of Engineering Companies of California

Mr. Renner is the Senior Vice President of TKE and has over 24 years of experience in civil engineering design, plan checking, project management and construction management of both development and public works infrastructure projects, including grading improvements, street and transportation improvements, traffic engineering, drainage improvements, water improvements, sewer improvements, facilities improvements and recreation improvements. His experience includes services during pre-project planning, design, plan review, construction management and inspection, along with operations and maintenance. He also has experience with the City of Moreno Valley and their standards. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the work produced by TKE continue to exceed industry standards.

DETAILED PROJECT EXPERIENCE

- **Sierra Avenue Widening Project, City of Fontana** – Mr. Renner provides project and construction management services to the City of Fontana for the Sierra Avenue Widening Project. The project is approximately 1 mile of widening for the City's primary north south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. He is currently responsible for management of utility coordination, right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. While providing these services to the City, Mr. Renner has represented the City with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.
- **City Engineering Services, City of Calimesa, CA** – Mr. Renner provides on-call civil engineering services to the City, including management of developer inspection. He has managed more than \$100 million in developer and public works improvements. While providing these services to the City, Mr. Renner represented the City with other agencies at numerous meetings, including City council and other public meetings, managed engineering budgets and project schedules, oversees inspection performance, and coordinated with developers for project close out and acceptance.
- **City Engineering Services, City of Highland, CA** – Mr. Renner provides on-call civil engineering services to the City, including management of developer inspection. He has managed more than \$80 million in developer and public works improvements. While providing these services to the City, Mr. Renner represented the City with other agencies at numerous meetings, including public meetings, managed engineering budgets and project schedules, oversees inspection performance, and coordinated with City Staff for project close out and acceptance.



JEFFREY LANTOSH

Senior Public Works/
Specialty Inspector

TKE Engineering, Inc.

EDUCATION

South West Calibration and Training,
San Bernardino, CA

CERTIFICATIONS

CPII – Certified Public Infrastructure
Inspector

ICC - Special Inspector, Soils
Structural Masonry, Reinforced
Concrete, and Prestressed Concrete
(Cert No. 8052427)

American Concrete Institute -
Certification Staff
OSHA 30 Outreach Training for the
Construction Industry 2022:
construction#: 20-0107970 General#:
20-0079854

APNGA Portable Nuclear Gauge |
Radiation Safety Officer Class

South Coast Air Quality Management
District | Rule 403.1 Coachella Valley
Fugitive Dust Control Training
(CV2302-010555-13615)

Mr. Lantosh has over 12 years of inspection experience with the providing public works inspection services. Mr. Lantosh has provided inspection services to several municipalities throughout Southern California. He has completed project inspection services for the cities of Fontana, Riverside, Moreno Valley, Highland, Calimesa, and the County of San Bernardino. Mr. Lantosh's background in public works inspection and oversight provide him with an extensive knowledge of ASTM specifications and OSHA standards. Additionally, Mr. Lantosh has provided coordination with other project professional services including geotechnical and survey. Mr. Lantosh has worked as a public works inspector for inspection of capital improvement and developer installed improvements relating to the construction of water, sewer, streets, drainage, traffic signals, parks and housing tract improvements. Mr. Lantosh has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, and developed remedial work lists.

DETAILED PROJECT EXPERIENCE

- **On-Call Inspection Services, City of Calimesa** – Mr. Lantosh is providing on-call inspection services to the City of Calimesa on numerous public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the city. Mr. Lantosh has performed inspection services for more than 10 miles of street construction and improvements within the City.
- **Citywide Pavement Rehabilitation Program (Local Streets) FY 2020/21 Project, City of Moreno Valley** – Mr. Lantosh was the Senior Public Works Inspector for the Citywide Pavement Rehabilitation Program for FY 2020/21 Project which included rehabilitation for 2.4 miles along various local streets throughout the City of Moreno Valley. TKE provided daily inspection and monitoring to ensure construction of the project was in accordance with the approved plans and specifications. The project included pavement crack sealing, grinding and isolated removal areas along with construction of street widening with asphalt rubberized hot mix overlay over conventional hot mix asphalt base paving, pavement replacement, rubberized asphalt concrete overlay, slurry seal and asphalt concrete curb installation.
- **Magnolia Ave. Grade Separations, City of Riverside Public Works** – Mr. Lantosh performed observation and testing of reinforced concrete, structural masonry, and soils/earthwork. This project lowered Magnolia Avenue under the Union Pacific Railroad tracks in Magnolia Center. A two track railroad bridge was constructed over Magnolia Ave. As a main arterial for the City, Magnolia Ave. had to remain open at all times to allow first responders to pass through. Railroad operations could not be shut down either, so a shoofly was constructed as well. This project shifted the alignment of Magnolia Ave. and Beatty Drive was widened between Brockton Ave. and De Anza Ave. Traffic signals were installed at the intersections of Beatty Dr., Brockton, Magnolia, and De Anza Avenues. Additionally, Merrill Ave. east and west of Magnolia Ave. was converted to a right turn in/out to facilitate traffic flow.



NELSON BLACKWELL

Senior Public Works/
Specialty Inspector

TKE Engineering, Inc.

EDUCATION

Special Inspection Certification and Training - Southwest Training and Calibration San Bernardino, Ca

CERTIFICATIONS

CPII – Certified Public Infrastructure Inspector
ICC - Special Inspector, Soils, Reinforced Concrete, Reinforced Masonry and ACI Field Testing Technician Grade 1

Mr. Blackwell has over 8 years of experience providing inspection services for capital projects to several agencies throughout Southern California. His services include but are not limited to site grading, sewer and waterline installation, street paving, American Disabilities Act (ADA) improvements, underground infrastructure, utilities installation, steel reinforcements, concrete and masonry, path/retaining walls, and parking lot installation. Additionally, he is skilled in understanding project plans and specifications, accessing applicable code, maintaining good and proper relationships with project stakeholders and contractors, and helping to prepare final project documents. Mr. Blackwell has prepared daily inspection reports, developed construction photo logs, verified compliance with contract documents and approved project submittals, and verified public safety compliance.

DETAILED PROJECT EXPERIENCE

- **On-Call Development Inspection Services, City of Highland** – Mr. Blackwell provided on-call development inspection services to the City of Highland on numerous public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the city. Mr. Blackwell provided inspection services for grading, streets, storm drain, NPDES, WQMP and utility installation.
- **District Corp Yard/Field Ops Facility, Lake Arrowhead Community Services District** – Mr. Blackwell performed inspections for all site construction activities including, but not limited to; Site grading, Underground utility installations, Parking lot construction, and Landscaping.
- **Boulder Ave Improvement Project, City of Highland** – Mr. Blackwell was the Senior Public Works Inspector for Boulder Avenue Improvement Project, a major collector street with 2 lanes each direction separated by a median. The project included removal of curb, gutter, asphalt concrete pavement, signage, striping and construction of PCC curbs, gutters, curb ramps, driveways, asphalt concrete pavement, irrigation, median curb, landscaping, hardscape, in-road bicycle detection, decorative way findings signs, street lighting, trail lighting, anti-graffiti coating, architectural treatment on existing sound wall and cape seal located on Boulder Avenue from Greenspot Road to San Manuel Village Plaza (Highland Avenue).
- **Citywide Pavement Rehabilitation Program (Arterial Streets) FY 2021/22 Project, City of Moreno Valley** – Mr. Blackwell was the Senior Public Works Inspector for the Citywide Pavement Rehabilitation Program for FY 2021/22 Project which included rehabilitation for 19 miles along various arterial streets throughout the City of Moreno Valley. TKE provided daily inspection and monitoring to ensure construction of the project was in accordance with the approved plans and specifications. The project included pavement crack sealing, grinding and isolated removal areas along with construction of street widening with asphalt rubberized hot mix overlay over conventional hot mix asphalt base paving, pavement replacement, rubberized asphalt concrete overlay, slurry seal and asphalt concrete curb installation.



NAEEM DULLOO

Senior Public Works/
Specialty Inspector

TKE Engineering, Inc.

CERTIFICATIONS

Division of the State Architect (DSA) Certified Masonry Special Inspector; Certification #6369

International Code Council (ICC) Special Inspector; Certification #9004982:

- Structural Masonry
- Soils
- Reinforced Concrete
- Structural Steel & Bolting
- Spray Applied Fire Proofing

American Concrete Institute (ACI) Concrete Field Testing Technician – Grade I; Certification #01631698

Mr. Dulloo has over 5 years of experience providing construction inspection services for public and private residential, commercial, industrial, and infrastructure projects in Southern California. He has successfully delivered a wide range of project types, involving, yet not limited to: underground utilities, soils & trenching, street paving, ADA improvements, parking lot installation, concrete, masonry, structural & reinforcing steel, and underground infrastructure. Work performed has consistently aimed to meet and exceed expectations of clients in the Los Angeles, Orange, San Bernardino, Riverside, and San Diego counties. Mr. Dulloo has specialized expertise and knowledge in various construction disciplines, inspection principles, the California Building Standards Code, ASTM Standards, and plan reading. Beyond expertise, his character fosters amicable and effective relationships with project stakeholders and contractors, making him a valuable asset to any project he is involved in.

DETAILED PROJECT EXPERIENCE

- **On-Call Development Inspection Services, City of Highland** – Mr. Dulloo provided on-call development inspection services to the City of Highland on numerous public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the city. Mr. Dulloo provided inspection services for grading, streets, storm drain, NPDES, WQMP and utility installation.
- **CDBG Water and Street Improvement, City of Glendora** – The project involves excavation in the public right of way, installation of water lines, backfill & compaction of base material, and asphalt paving. Mr. Dulloo served as a Soils Special Inspector, verifying materials delivered to site, ensuring that trenches were backfilled to appropriate relative compaction, and ensuring adequate compaction efforts were applied to asphalt. He provided detailed daily reports, clearly logging the progress of the project.
- **Taft Charter High School, Los Angeles Unified School District** – Mr. Dulloo served as a DSA Masonry Special Inspector and inspected all structural masonry construction. Responsibilities included continuous observation of work, verification of code compliance, sampling/testing materials, furnishing detailed reports, and developing photo logs. The \$20 million project involved construction of multiple masonry buildings as well as site alterations for ADA upgrades. Mr. Dulloo ensured that said construction was built correctly the first time, avoiding unnecessary costs or delays.
- **Canyon High School, Orange Unified School District** – Mr. Dulloo served as a Reinforced Concrete Special Inspector. Responsibilities included verifying specified materials, ensuring concrete footings and rebar placement are in accordance with plans, checking formwork, and observing concrete pours. He furnished daily reports and developed photo logs for this \$42 million project.
- **West Los Angeles College, Los Angeles Community College District** – Mr. Dulloo served as a Soils Special Inspector. The \$7 million project involved installation of various underground utilities and asphalt paving. Responsibilities included verifying firm and unyielding bottom of trenches, observation of excavation & backfill, and compaction testing for soils and asphalt.



STEPHEN BISCOTTI

Senior Construction
Inspector

TKE Engineering, Inc.

EDUCATION

B.A., Arts and Humanities Colorado
State

CERTIFICATIONS

OSHA 30 Certified

16 Hour QSP Training Seminar

Lean Manufacturing Seminar – Gibbs
Wire & Steel Co., Inc.

Forklift Certification 2004 – 2012
(Both operator and instructor) –
Gibbs Wire & Steel Co., Inc.

Step 2000 Courses (electricity and
electrical control devices) Siemens
E&A

Conflict and Confrontation Seminar –
Farmers Insurance

Forklift Certification 1984 – 1990,
Various Wire Mills in MA, CT, and CA

Mr. Biscotti has nearly 18 years of inspection experience with the last 8 years providing public works construction inspection services. Mr. Biscotti has provided inspection services to several municipalities throughout Southern California. He has completed project inspection services for San Bernardino Municipal Water Department, East Valley Water District, Rubidoux Community Services District, and the Cities of Fontana, South El Monte, Riverside, Moreno Valley, Hemet, Calimesa, Riverside Transit Agency, and the County of San Bernardino. Mr. Biscotti's further background in steel manufacturing inspection and oversight provide him with an extensive knowledge of ASTM specifications and OSHA standards. Additionally, Mr. Biscotti has received Step 2000 certification from Siemens for electrical design and inspection. Mr. Biscotti has provided coordination with other project professional services including geotechnical and survey. Mr. Biscotti has worked as a Public Works Inspector for inspection of capital improvement and developer installed improvements relating to the construction of water, sewer, streets, drainage, traffic signals, parks and housing tract improvements. Mr. Biscotti has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, and developed remedial work lists.

DETAILED PROJECT EXPERIENCE

- **On-Call Inspection Services, City of Calimesa** – Mr. Biscotti is providing on-call inspection services to the City of Calimesa on numerous public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the city. Mr. Biscotti has performed inspection services for more than 10 miles of street construction and improvements within the City.
- **Moreno Valley Amphitheater and Civic Center Park, City of Moreno Valley** – Mr. Biscotti provided construction inspection services for the Moreno Valley Civic Center Park and Amphitheater Project located South of Alessandro Blvd immediately west of City Hall. The amphitheater is used for regional movie nights, concerts and seasonal special events. The 2.5 acre project included an amphitheater stage, video wall and enclosure, audio/visual and storage room, 400 person arched concrete seating, fire water system upgrades, and a parking lot for approximately 300 vehicles.
- **Pepper Avenue and Winchester Drive/Terrace Road Traffic Signal Improvements, City of Rialto** – Mr. Biscotti was the construction inspector for the Pepper Avenue and Winchester Drive/Terrace Road Traffic Signal Improvements Project located in the City of Rialto south of the 210 Freeway. Proposed improvements, included traffic signal installation, construction of ADA curb access ramps, removal of street lighting, striping and repair of private improvements adjacent to the project site.



BRIAN MCDUFFIE

Senior Public Works
Inspector

TKE Engineering, Inc.

CERTIFICATIONS

South Coast Air Quality
Management District – PM-10
Certified

Mr. McDuffie has over 20 years of commercial and residential experience in the construction field. He is adept in performing various construction-related tasks as well as managing, organizing, leading, and supervising construction crews. Mr. McDuffie has experience working with development projects for homes, schools, hospitals and commercial buildings and is knowledgeable in all areas of public works. His experience includes Americans with Disabilities Act (ADA) improvements of sidewalk, ramps, crosswalks, and curb and gutter, as well as street improvements and structural walls. Mr. McDuffie also has extensive experience analyzing and following plans and other specifications as well as communicating with Contractor and the community on behalf of the agency, problem solving and addressing safety concerns before they arise.

DETAILED PROJECT EXPERIENCE

- On-Call Development Inspection Services, City of Highland – Mr. McDuffie provided on-call development inspection services to the City of Highland on numerous public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the city. Mr. McDuffie provided inspection services for grading, streets, storm drain, NPDES, WQMP and utility installation.
- Beazer Home Development Project, City of Highland, CA – Mr. McDuffie was the construction inspector for this project and provided inspection services for the installation of new in-tract streets, water, sewer, storm drain systems and street lighting, as well as offsite arterial street improvements.
- LPP County Line Road Corridor Improvements, City of Calimesa – Mr. McDuffie provided inspection services for tie-in storm drain systems for the roundabouts on this project. The project consists of the preparation of full construction documents including environmental compliance documents, right-of-way acquisition, utility relocations, plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of four roundabouts, street widening, bicycle lanes, curb and gutter, sidewalk, crosswalks, ADA curb ramps, storm drain, and signing and striping along County Line Road from 4th Street to Bryant Street.
- Safe Routes to School (McKinley Avenue), City of Highland – Mr. McDuffie provided Construction Inspection services for the City of Highland on the SR2S funded pedestrian path of travel enhancements to provide safer walking paths along McKinley Avenue, between Baseline Street and 9th street. The project includes construction of proposed curb, gutter and sidewalk improvements and driveway approaches for increased pedestrian safety. Additionally, the project includes street improvements together with right-of-entry acquisition, public outreach and coordination and utility relocation.



PATRICK PALAFOX

Senior Public Works
Inspector

TKE Engineering, Inc.

CERTIFICATIONS

OSHA 10 Certification

Mr. Palafox has over 17 years of experience in public works construction and has provided inspection services for the past four years. Mr. Palafox is providing on-call inspection services to the City of Calimesa for capital improvement and developer installed street, drainage, utility and housing projects as well as street, drainage, park, water and sewer improvements to numerous Cities. In addition to daily inspection services, Mr. Palafox has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, developed remedial work list and system startup inspections. Mr. Palafox has provided coordination with other project professional services (e.g., Geotechnical and Surveying) and provided simultaneous inspection of multiple contractors and crews.

DETAILED PROJECT EXPERIENCE

- **On-Call Development Inspection Services, City of Calimesa** – Mr. Palafox is providing on-call inspection services to the City of Calimesa on numerous public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the city. Mr. Palafox has performed inspection services for more than 10 miles of street construction and improvements within the City.
- **On-Call Development Inspection Services, City of Hesperia, City of Calimesa, and San Bernardino Municipal Water Department** – Mr. Palafox is provided on-call inspection services to the City of Hesperia on numerous private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the city.
- **On-Call Development Inspection Services, City of Highland** – Mr. Palafox provided on-call development inspection services to the City of Highland on numerous public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the city. Mr. Palafox provided inspection services for grading, streets, storm drain, NPDES, WQMP and utility installation.
- **2nd Street Safe Routes to School, City of Calimesa/Yucaipa** – Mr. Palafox provided Construction Inspection services for the City of Calimesa for the SR2S funded pedestrian path of travel enhancements to provide safer walking paths along 2nd Street between Avenue “L” and Avenue “H” and along Avenue “L” between 2nd Street and 3rd Street. The project includes construction of proposed curb, gutter and sidewalk improvements for increased pedestrian safety. The project includes approximately 1 mile of street improvements together with structural bridge widening over existing drainage channel, right-of-entry acquisition, public outreach and coordination, utility relocation and roundabout construction at the intersection of County Line Road and 2nd Street.



BRAD ENSCOE

Senior Public Works
Inspector

TKE Engineering, Inc.

CERTIFICATIONS

OSHA 30 Certified

16 Hour QSP Training Seminar

APWA, Construction Inspection

March 2010

CMAA, Construction Inspection for
Public Works March 2010

Public Works Inspector Level 1
Testing

AFFILIATIONS

APWA, Construction Inspection

CMAA, Construction Inspection for
Public Works

Public Works Inspector Level 1
Testing

Mr. Enscoe has over 18 years of experience providing public works construction inspection services. Mr. Enscoe has provided on-call inspection services to the Cities of Calimesa and Menifee for developer installed housing projects as well as street, drainage, and sewer improvements to the Cities of Moreno Valley, Fontana, Redlands, and El Monte. In addition to daily inspection services, Mr. Enscoe has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, developed remedial work list and system startup inspections. In addition, Mr. Enscoe has provided coordination with other project professional services (e.g., Geotechnical and Surveying).

DETAILED PROJECT EXPERIENCE

- **On-Call Inspection Services, City of Calimesa** – Mr. Enscoe is providing on-call inspection services to the City of Calimesa on numerous public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the City.
- **On-Call Inspection Services, City of Menifee** – Mr. Enscoe provided on-call inspection services to the City of Menifee on public and private improvements for more than 90 development project related to housing tracts and commercial development, as well as utility construction projects, and capital improvement projects throughout the City.
- **San Bernardino Avenue Street Improvements, County of San Bernardino** – Mr. Enscoe performed construction inspection services for this 8,800 linear feet of street median, sidewalk, traffic signal and storm drain improvements. This project included coordination with Union Pacific Railroad, the City of Fontana and compliance with requirements of a wide variety of funding sources to construct ultimate street widening improvements including median, curb and gutter, sidewalk, landscaping, traffic signal modification, striping, storm drain and sewer crossings and private onsite improvements. The project included right-of-way acquisition for eight parcels.
- **San Bernardino Avenue Median and Traffic Signal Improvements, City of Fontana** – Mr. Enscoe performed construction inspection services for installation of a new traffic signal and approximately 300 linear feet of median improvements on San Bernardino Avenue located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway near Commerce Drive. This project proposed median and traffic signal improvements were constructed to provide a centralized turning procedure for the Walmart Distribution facility with nearly 1,000 turning movements per day. The project provides for increased vehicular capacity, corridor beautification, and improved traffic and pedestrian safety.



TYLER AULT

Senior Public Works
Inspector

TKE Engineering, Inc.

CERTIFICATIONS

Confined Space Training, 2018

NUCA Excavation Safety and
Competent Person Certified,
2017

Mr. Ault is a Senior Public Works Inspector with 5 years of experience in public works street, parking lot, pipeline and development construction. With firsthand experience in the construction industry, he brings an invaluable perspective to the projects as an inspector. He is adept in confirming compliance with plans, specifications, and safety standards by conducting detailed, on-site surveys and communicating necessary adjustments with the project managers. With thorough attention to each project, he is able to identify potential problems and implement corrections before causing delays. His experience includes inspection of streets, pavement replacement, pedestrian improvements, parking lots, signing and striping, as well as sewer main and potable water installation projects installation of sewer, potable water, non-potable water, storm drain, and storm water retention basins; performance of hydrostatic testing, air pressure testing, and mandrel testing; and implementing safety measures to follow OSHA codes and regulations.

DETAILED PROJECT EXPERIENCE

- **On-Call Development Inspection Services, City of Calimesa** – Mr. Ault is providing on-call inspection services to the City of Calimesa on various public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the City.
- **On-Call Development Inspection Services, City of Hesperia, City of Calimesa, and San Bernardino Municipal Water Department** – Mr. Ault is provided on-call inspection services to the City of Hesperia on numerous private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the city.
- **Juan Bautista De Anza Multi-Use Improvement Trail – Phase 4, City of Moreno Valley** – Mr. Ault served as the Senior Construction Inspector. Juan Bautista De Anza Multi-Use Improvement Trail – Phase 4, is an ATP grant funded multi-use trail project located between Eucalyptus Avenue near the Towngate Memorial Park and Alessandro Boulevard and between Cactus Avenue near Heacock Street and Iris Avenue. The project includes construction of approximately 3.5 miles of decomposed granite and PCC pavement multi-use trail which will largely follow the existing 120" Department of Water Resources pipeline alignment and will include removal and replacement of numerous curb ramps to comply with ADA requirements, trail signing and striping, monument installation, traffic signal installation, landscaping and irrigation. The project will improve pedestrian safety and alternative transportation options to encourage non-motorized transportation through improved accessibility.
- **Rialto CDBG Street Improvements: City of Rialto** – Mr. Ault serves as the senior public works inspector for construction of various street, curb and gutter, sidewalk, driveway and ramp construction along Orange Avenue, Palm Avenue and Willow Avenue between 1st Street and the Railroad tracks. The project includes removal and replacement of damaged PCC improvements as construction of ADA compliant access ramps within the downtown area and in front of the City Hall Campus and the Metrolink Depot Train Station.

SECTION 3 | PROPOSAL COSTS

Per the RFP instructions, TKE Engineering will submit all pricing within the electronic solicitation program on opengov.com.



SECTION 4 | RESPONSE TEMPLATE

TKE Engineering will submit the Response Template Form separately on opengov.com.



SECTION 5 | REQUIRED FORMS

TKE Engineering will submit all required forms separately on opengov.com



APPENDICES |
WORK SAMPLES

WORK SAMPLES

Please see work samples provided below.

MEMORANDUM

Date: December 16, 2020

To: **Ray Crampton**
Horizons Construction

From: Stephen Biscotti, Construction Inspector
TKE Engineering, Inc.

Subject: City of Moreno Valley
Amphitheater Project

December 16, 2020, irrigation/landscape issues were reviewed by City of Moreno Valley, Horizons Superintendent, Horizons Irrigation Sub, and I. Irrigation/landscaping items were added to this Punch List. The Punch List is not a complete list and the City of Moreno Valley reserves the right to add items for completion in the future. Upon notification from Horizons Construction, TKE and the City of Moreno Valley would like to finalize, and field review this list with Horizons Construction, for final acceptance.


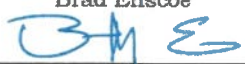
1. Concrete Improvements-the following shall be completed:
 - a. Repair/Replace cracks in concrete curb of Parking Lots (several locations)
 - b. Finish sidewalk pour around Amphitheater
 - c. Finish wall pour around Amphitheater
 - d. Finish gutter V-Ditch form and pour
 - e. Inspector will continue to inspect for cracks and defects as further concrete work done
 - f. Cut hole for Hand Hole in Block wall at Door Opener
 - g. Reset sidewalk forms at West Entrance/Exit and pour
2. Asphalt Improvements-the following shall be completed:
 - a. Repair West Entrance/Exit in front of Gate #7
 - b. Repair trench opening conduit repair at West Entrance/Exit
 - c. Street repair Veterans Way
 - d. Install asphalt berm as noted on plans
3. Landscape/Irrigation-the following shall be completed:

- a. Cleanup planter area where new electrical boxes installed at side of CRC and remove debris
 - b. Grade garden DG pathway where Electrical Conduit ran, make sure pathway is flush where it meets concrete and no ruts
 - c. Repair valves and valve boxes on East side of Demonstration Garden double gate
 - d. Regrade and place DG, Fire Access Road West side of CRC
 - e. Replace Daylilies damaged or removed due to trench work
 - f. Finish installing Irrigation Main
 - g. Install all plant bubblers and watering units for plants
 - h. Install drain inlet caps about site
 - i. Install trees, plants, and grass about site
 - j. Verify Filterra Units complete and functional
 - k. Complete seat drains and connection to Storm Drain
 - l. Reconnect irrigation for turf area, NE corner of Roundabout (connect to exist controller in vicinity)
 - m. Place sprinkler pop up heads, South side East Entrance/Exit
 - n. Repair broken irrigation lines in the same area
 - o. Irrigation and turf replacement, immediately West of Day Care Playground
 - p. Return ALL disrupted irrigation and landscaping to pre project state.
4. Appurtenance-the following shall be completed:
- a. Fire Service Line Flush
 - b. Install Water Fountains
 - c. Install two (2) Traffic Rated Boxes at West Entrance/Exit
 - d. Install conduit from damaged conduit location to Traffic Rated Boxes
 - e. Paint EV Charging Station Emblems
 - f. Install signage per plan
 - g. Install Dedication Plaque Stand
 - h. Remove all construction debris from site.
5. Fencing-the following shall be completed:
- a. Complete fence at Demonstration Garden
 - b. Install VIP Entrance/Exit walk gate at CRC
 - c. Verify all gates are hung and functional
 - d. Verify all slats are straight
 - e. Clean concrete splatter from fencing

- f. Remove all construction fencing
6. Audio/Visual and Electrical
- a. Install Video Wall Boom
 - b. Install Video Wall
 - c. Install lights about Amphitheater and stage lighting
 - d. Install speaker/lighting mounts for stage
 - e. Install Speakers
 - f. Complete AV Control Booth in seating area
 - g. Complete all wiring around stage and site
 - h. Replace damaged Parking Lot light
 - i. Install correction sleeve for Park Lot lights
 - j. Replace damaged walkway light housing, center aisle, West side
7. *Provide Red Line Drawings to Lee Withers at the City of Moreno Valley.*
8. Clean Inside and Outside of Catch Basins and remove BMPS

If you have any questions, please advise.

Cc: Lee Withers, City of Moreno Valley

 <p>JOB STAMP</p> <p>City of Jurupa Valley Public Works - CIP #21101</p> <p>Project: 2021-2022 Citywide Pavement Rehabilitation Program Jurupa Rd., Rubidoux Blvd. & Limonite Ave.</p> <p>Location: Limonite Avenue</p> <p>PM: Kahono Oei, P.E.</p> <p>Contractor: Vance Corporation</p>	REPORT NO. 3	
	Date: 12/7/2022	
	Day:	Wednesday
	Start:	7:00AM
	End:	6:00PM
	Project Inspector:	Brad Enscoe 

INSPECTOR'S DAILY REPORT

<u>Weather</u>	
M.Clear	AM
M.Clear	PM
<u>Temperature</u>	
43°	Min
61°	Max

Today's Construction Progress: I was onsite at request of the contractor.
Hours on site today: 9.0 Hrs. (7:00AM – 6:00PM)

Vance Corporation:

- Sub-Contractor formed and poured the curb ramp at the southeast corner of Archer Street per Caltrans Std. A88A, Case A, and the curb ramp located west of the driveway at Collins Street per Caltrans Std. A88A, Case B.
- Sub-Contractor formed and poured a section of commercial driveway on the west side of Collins Street at Sta. 31+10.63, per County of Riverside Std. 207A.

Materials Removed:

- N/A

Materials Placed:

- 340 SF driveway approach.
- (2) curb ramps.

Sub-Contractors:

- A's Concrete

Traffic Control:

- Set up on Limonite Avenue with (1) lane closure between Corey and Collins Street.


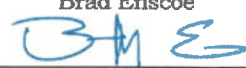
Visitors:

- Kahono Oei with the City of Jurupa Valley.

Note:

- I checked the subgrade and found that it was firm and unyielding before placing concrete.
- Sub-Contractor placed 28 yards of 560-C-3250 concrete, Mix Design #14-18559, from Cemex. It should be noted that curing compound with red fugitive dye was applied to the concrete.
- Sub-Contractor installed the truncated dome at Archer Street crooked and not aligned with the curb. They did not install score lines at the ramp. I informed that this will not be accepted and will need to be removed and replaced.
- Sub-Contractor was constructing the commercial driveway and they were not following standard 207A. They were matching the existing grades and not constructing the 5' wide sidewalk at the back of driveway. Sub-Contractor then made adjustments and corrected the problem.
- It should be noted that I informed the Contractor and Sub that the working hours are from 7:00am to 3:30pm. Any overtime work needs to be approved by the Engineer. The Sub-Contractor is again working late. I informed that they need to adjust their schedule to be done and cleaned up by 3:30pm. Sub-Contractor apologized and said he will not work late.

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 <p>JOB STAMP</p> <p>City of Jurupa Valley Public Works - CIP #21101</p> <p>Project: 2021-2022 Citywide Pavement Rehabilitation Program Jurupa Rd., Rubidoux Blvd. & Limonite Ave.</p> <p>Location: Limonite Avenue</p> <p>PM: Kahono Oei, P.E.</p> <p>Contractor: Vance Corporation</p>	REPORT NO. 3	
	Date: 12/7/2022	
	Day:	Wednesday
	Start:	7:00AM
	End:	6:00PM
	Project Inspector:	Brad Enscoe 

Note:



- Sidewalk Closed and Open Trench signs installed.
- Contractor installed stabilized entrance/exit at the yard.

Manpower / Equipment

EQUIP. NO.	MEN NO.	EQUIPMENT /LABOR	1 (2) Traffic Control					CONTRACTOR	REMARKS (Reason for idleness or other remarks)
			2 (6) Construct Curb Ramp						
			3 (24) Construct Driveway Approach <td></td> <td></td>						
			4						
			5						
			IDLE +/OFF SITE/						
	Omar Amaya	Foreman	10.5					Vance Corp.	
	Alex Castaneda	Laborer	10.5					Vance Corp.	
	Edward Aguilar	Laborer	10.5					Vance Corp.	
V21016 V21708	2	Trucks	10.5					Vance Corp.	
	Andres Aguilar	Foreman		6	6			A's Concrete	
	Anthony Sarmiento	Laborer		5	4			A's Concrete	
	Garrett Voelker	Laborer		5	4			A's Concrete	
	Mario Orano	Laborer		5	4			A's Concrete	
	Raman Garcia	Cement Mason		6	6			A's Concrete	
	Espiridion Porras	Cement Mason		6	6			A's Concrete	
	Miguel Huerta	Cement Mason		5	3			A's Concrete	
	Montejo Oliveros	Cement Mason		5	3			A's Concrete	
	Ray Huerta	Cement Mason		5	3			A's Concrete	
	Ender Nabarro	Cement Mason		5	3			A's Concrete	
	Arias Lopez	Cement Mason		6	6			A's Concrete	
	Juan Ramirez	Cement Mason		5	3			A's Concrete	
	Jose Landeros	Cement Mason		5	3			A's Concrete	

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JOB STAMP		REPORT NO. 3	
 <p>City of Jurupa Valley Public Works - CIP #21101</p> <p>Project: 2021-2022 Citywide Pavement Rehabilitation Program Jurupa Rd., Rubidoux Blvd. & Limonite Ave.</p> <p>Location: Limonite Avenue</p> <p>PM: Kahono Oei, P.E.</p> <p>Contractor: Vance Corporation</p>	Date: 12/7/2022		
	Day:	Wednesday	
	Start:	7:00AM	
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	Project Inspector:		Brad Enscoe 

2500	1	Truck		6	6			A's Concrete	
F350	1	Truck		6	6			A's Concrete	
863	1	Bobcat		6	6			A's Concrete	

Photos:




JOB STAMP		REPORT NO. 3	
 <p>City of Jurupa Valley Public Works - CIP #21101</p> <p>Project: 2021-2022 Citywide Pavement Rehabilitation Program Jurupa Rd., Rubidoux Blvd. & Limonite Ave.</p> <p>Location: Limonite Avenue</p> <p>PM: Kahono Oei, P.E.</p> <p>Contractor: Vance Corporation</p>	Date: 12/7/2022		
	Day:	Wednesday	
	Start:	7:00AM	
	End:	6:00PM	
	Project Inspector:		Brad Enscoe 

Photos:



End of report:



 <p> Project: Juan Bautista De Anza Multi-Use Trail Improvement Location: From Moreno Valley Mall to Iris Avenue Moreno Valley Project No. 801 0086 TKE Project No. 128-16 PM: Terry Renner, P.E., Q.S.D. Contractor: PUB Construction Inc </p>	REPORT NO. 266	
	Date: 5/16/2024	
	Day:	Thursday
	Start Time:	7:00AM
	End Time:	3:30PM
	Project Inspector:	Tyler Ault

INSPECTOR'S DAILY REPORT

Today's Construction Progress: Contractor was on site to set forms for the mow curb in JFK park and demo the low section in JFK park.

Hours on site today: 8 Hrs.

<u>Weather</u>	
Overcast/Cold	AM
Clear/Warm	PM
<u>Temperature</u>	
56°	Min
75°	Max

Contractor:


- **PUB Construction:**
 - Bid Item 7&8: Contractor brought in 15cu yds of dirt from their staging yard to be used as fill for the section in JFK that was raised.
 - Bid Item 22: Contractor finished setting the forms for the mow curb for the rest area in JFK Park. A second crew removed a section of mow curb in JFK Park where the low spot was. New mow curb will be formed and poured back.
 - Bid Item 27: Contractor removed new pathway in JFK park where a low spot was creating puddling from rain and irrigation run off. Contractor demoed all the concrete and began grading the dirt. This area will be raised about 5" to eliminate the low spot and prevent any puddling.
 - Bid Item 29: Contractor fixed 2 irrigation leaks, 1 in Towngate park and one in the greenbelt between Dracaea/Westlake. The leaks were brought to the inspector's attention by Joseph from Parks. Both leaks were fixed. There is a line leaking under the concrete walkway in the greenbelt area. Contractor was unable to dig it up by hand.
 - Bid Item 51: Contractor worked on setting forms in JFK park for the rest area.
 - Contractor had a crew patching concrete pathway and mow curb in JFK park.

Subcontractors:

- **Marina Landscape:**
 - Bid Item 29: N/A
- **Little John's Pumping:**
 - Bid Item 41: N/A
- **Hardy & Harper:**
 - Bid Item 28: N/A
- **Superior Pavement Markings:**
 - Bid Item 43: N/A
 - Bid Item 44: N/A
- **Crosstown Electrical & Data:**
 - Bid Item 30: N/A
 - Bid Item 45: N/A
 - Bid Item 46: N/A

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- Bid Item 48: N/A
- **Dirty Deedz Dumping:**
 - Bid Item 5: Contractor was on site to export the broken out concrete from JFK Park.
 - Bid Item 51: N/A
- **Empire Demolition:**
 - Bid Item 10: N/A
- **RMA Group:**
 - N/A

Notes:

- N/A

Visitors:


- Mark was on site to take pictures for his daily report.

 <p> Project: Juan Bautista De Anza Multi-Use Trail Improvement Location: From Moreno Valley Mall to Iris Avenue Moreno Valley Project No. 801 0086 TKE Project No. 128-16 PM: Terry Renner, P.E., Q.S.D. Contractor: PUB Construction Inc </p>	REPORT NO. 266	
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Manpower			1 DG Repair (Contract Work)				CONTRACTOR	REMARKS (Reason for idleness or other remarks)
			2 Sidewalk In JFK (remove and replace)			3 Rest Areas		
Men No.	Names	LABOR				6 Soils Testing On-Site		
	Manny Martinez	Superintendent					PUB Construction	
	Rian Merdnez	Foreman	8				^	
	Juan Reyes	Cement Mason	8				^	
	Carlos Rodriguez	Cement Mason	8				^	
	Ignacio Gonzalez	Cement Mason					^	
	Jose Venegas	Cement Mason	8				^	
	Jose Sanchez	Cement Mason		8			^	
	Jose Tellez	Cement Mason		8			^	
	Luiz Vazquez	Cement Mason		8			^	
	Aladial Popoca	Cement Mason		8			^	
	Kevin Miranda	Cement Mason		8			^	
	Armando Luna	Cement Mason					^	
	Marco Nava	Cement Mason					^	
	Ruben Loeza	Laborer	8				^	
	Victor Ponce	Laborer		8			^	
	Edgar Garcia	Operator	8				^	
	Salvador Garcia	Operator	8				^	
	Martin Vasquez	Laborer	8				^	
	Juan Carlos Ramirez	Laborer	6		2		^	
	Marro Dominguez	Laborer	6		2		^	
	Ricky Martinez	Laborer		8			^	
	Miguel Martinez	Laborer		8			^	
		Superintendent					Marina Landscape	
	Rafael Morra	Foreman					^	
	Efren	Foreman					^	
	Alfredo Mendoza	Laborer					^	
	Jose Rodriguez	Apprentice					^	
	Carlos Blancas	Operator					Hardy & Harper	
	Ricardo Czeres	Operator					^	
	Mario Rocha	Operator					^	
	Alejandro Garcia	Operator					^	
	Henry Sosomsiyor	Laborer					^	
	Rafael Lopez	Operator					^	
		Superintendent					Superior	

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										Pavement Markings	
	Kirk Cannon		Foreman								^
	Alan Suneson		Apprentice								^
	Charlie Hernandez		Laborer								^
	Jamie Covarrubias		Foreman								Crosstown Electrical and Data
			Electrician Journeyman								^
			Electrician Journeyman								^
			Electrician Journeyman								^
	Adam Rodriguez		Electrician Laborer								^
			Superintendent								Dirty Deedz Dumping
			Driver				8				^
			Driver								^
			Driver								^
	Zach Jones		Superintendent								Empire Demolition
	Juël Manuel		Foreman								^
	Adolfo Pena		Operator								^
	Benny Roman		Driver								^
	Inmelde Villeda		Laborer								^
	Jose Aguilar		Laborer								^
	Juan Juarez		Laborer								^
	Edilberto Leon		Laborer								^
	John		Owner								Little John's Pumping
	John Howzer		Pumper								^
	Daniel Guzman		Soil Tech								RMA Group

 <p>Project: Juan Bautista De Anza Multi-Use Trail Improvement Location: From Moreno Valley Mall to Iris Avenue Moreno Valley Project No. 801 0086 TKE Project No. 128-16 PM: Terry Renner, P.E., Q.S.D. Contractor: PUB Construction Inc</p>	REPORT NO. 266	
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Equipment			1 Contract Work						CONTRACTOR	REMARKS (Reason for idleness or other remarks)
			2	T&M						
EQUIPMENT NUMBER	EQUIPMENT		3	4	5	6	IDLE */OFF SITE/			
Ford F-550	Dump Truck	8						PUB Construction		
Hamm HD12	Vib. Roller	8						^		
Izusu	Box Truck	8						^		
Izusu	Box Truck	0						^		
Chevy 1500	Pickup Truck	0						^		
Cat 246D3	Skid Steer	0						^		
Cat 232D	Skid Steer	8						^		
Cat 242D	Skid Steer	0						^		
Takeuchi TL6R	Skid Steer	8						^		
Cat 303.5E CR	Mini Excavator	8						^		
Cat 303E	Mini Excavator	0						^		
Case 570N EP	Skip Loader	0						^		
								Marina Landscape		
Ford F-250	Crew Truck	0						^		
Ford F-250	Crew Truck	0						^		
Bobcat MT100	Bobcat Mini Skid Steer	0						^		
Bobcat E32	Bobcat Mini Excavator	0						^		
Bobcat Trencher		0						^		
								Harvey & Harper		
								^		
Ford F250	Crew Truck	0						^		
Ford F250	Crew Truck/Tack Truck	0						^		
Ford F250	Traffic Control Crew Truck	0						^		
Ford F550	Crew Truck	0						^		
Peterbilt	Dump Truck w/Trailer	0						^		
Freightliner	Dump Truck w/Trailer	0						^		
Carlson	Paver	0						^		
Cat	Vib Roller	0						^		
Cat	Skid Steer w/grinder	0						^		
JD	Skip Loader	0						^		
	10-Wheeler	0						^		
	10-Wheeler	0						^		
								Superior Pavement Markings		
								^		
	Ford F-350	Sign Truck	0					^		
		Paint Truck	0					^		
		Mobile Painting Machine	0					^		

 <p> Project: Juan Bautista De Anza Multi-Use Trail Improvement Location: From Moreno Valley Mall to Iris Avenue Moreno Valley Project No. 801 0086 TKE Project No. 128-16 PM: Terry Renner, P.E., Q.S.D. Contractor: PUB Construction Inc </p>	REPORT NO. 266	
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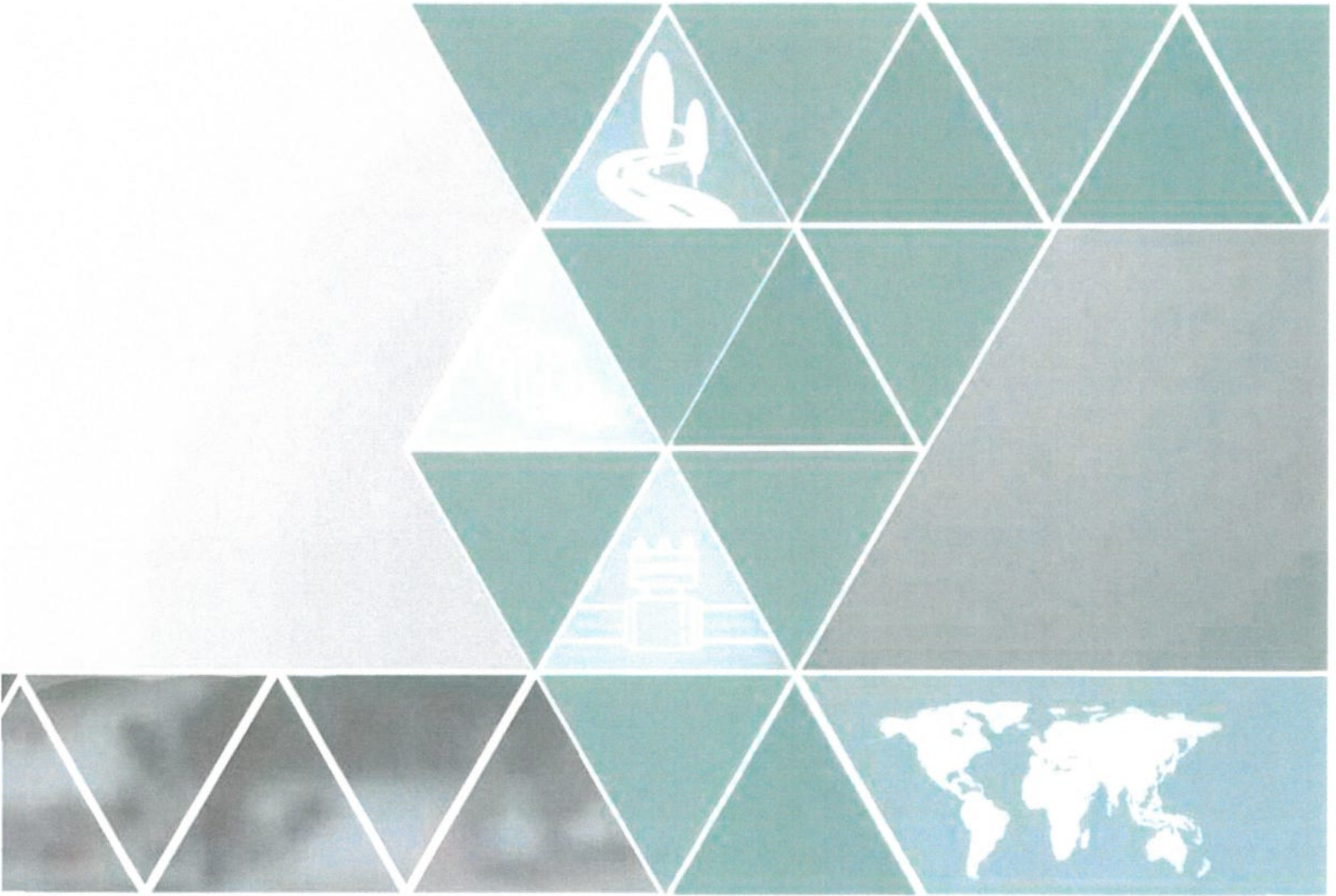


 <p> Project: Juan Bautista De Anza Multi-Use Trail Improvement Location: From Moreno Valley Mall to Iris Avenue Moreno Valley Project No. 801 0086 TKE Project No. 128-16 PM: Terry Renner, P.E., Q.S.D. Contractor: PUB Construction Inc </p>	REPORT NO. 266	
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End of Report

 <p> Project: Juan Bautista De Anza Multi-Use Trail Improvement Location: From Moreno Valley Mall to Iris Avenue Moreno Valley Project No. 801 0086 TKE Project No. 128-16 PM: Terry Renner, P.E., Q.S.D. Contractor: PUB Construction Inc </p>	REPORT NO. 266	
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Prepared By:



TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA, 92507

www.TKEengineering.com

Attachment A: Required Response Template

TKE Engineering, Inc.

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.

**TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
Phone: (951) 680-0440
Fax: (951) 680-0490
Email: trenner@tkeengineering.com
Website: www.tkeengineering.com**

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.

TKE Engineering has been in business for more than 24 years with no prior company names, mergers, buyouts, etc.

- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

TKE Engineering, Inc. is a California C-corporation.

- D. Names and titles of the principal owner(s).

**Michael Thornton, P.E., P.L.S., M.S. – President
Terry Renner, P.E., P.L.S., Q.S.D. – Senior Vice President
Steven Ledbetter, P.E., – Vice President**

- E. Person(s) authorized to make commitments for your company.

**Michael Thornton, P.E., P.L.S., M.S. – President
Terry Renner, P.E., P.L.S., Q.S.D. – Senior Vice President
Steven Ledbetter, P.E., – Vice President**

- F. Company history, experience, years in business for current company name.

TKE Engineering, Inc. (TKE), a California Corporation, was established in June 2000, and in the last 24 years has developed into one of Southern California's premier full-service consulting engineering firms. TKE was established with the goal of providing turnkey services for municipal agencies in order to benefit our community. As a result of the focus of our firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and, overall quality of work. TKE's organizational structure has steadily grown since our inception, which provides us with a solid foundation and ensures successful completion of any City project. TKE provides construction inspection services for developer and capital improvement project to

numerous municipalities. TKE municipal services include Inspection, Plan and Map Checking, Traffic Engineering, Surveying and Project Management services.

G. Annual company revenues for the last three fiscal years.

\$10+ million

H. Tax ID number.

EIN: 33-0918894

I. The complete scope of services offered by your company.

TKE routinely provides Planning, Utility Coordination, Land Development Services, Civil Engineering, Municipal Staff Augmentation, Construction Management, Inspection, Water Resources, Water and Wastewater Systems, Drainage, Traffic Engineering, Transportation Planning, Grant Writing, Funds Administration, Land Surveying, and Environmental services to municipal clients.

J. The number of clients (including governmental) served in past and present.

TKE has provided or currently provides construction inspection services to more than 30 municipal agencies throughout Southern California.

K. Special qualifications, training, credentials, recognition, or awards.

TKE has a highly qualified staff of 9 professional engineers, 2 traffic engineers and 2 Certified Public Infrastructure Inspectors (C.P.I.I.).

L. Contracts terminated for cause, pending litigation or legal issues.

TKE has neither been terminated from a contract nor has undergone any litigation with clients.

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

A. Names and titles of key management personnel.

Terry Renner, P.E., P.L.S., Q.S.D. – Client Manager

B. Team to be assigned for these services.

Terry Renner, P.E., P.L.S., Q.S.D., Construction Manager; Jeffrey Lantosh, C.P.I.I., Senior Public Works Inspector; Nelson Blackwell, C.P.I.I., Senior Public Works Inspector; Naeem Dullo, Senior Public Works Inspector; Steve Biscotti, Senior Public Works Inspector; Mike Counce, Senior Public Works Inspector; Patrick Palafox, Senior Public Works Inspector; Brad Enscoe, Senior Public Works Inspector; and Tyler Ault, Senior Public Works Inspector.

C. Qualifications of specific individuals who will work on the project.

TKE has strived to develop techniques that reach outside the box and develop well-rounded individuals committed to providing high quality, efficient inspection check services to meet all of our clients' needs. TKE trains our staff on every facet of construction inspection to provide a level of knowledge that will identify items requiring engineering direction early to avoid construction delays. As indicated herein, the inspection staff is qualified and experienced.

- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

TKE client managers routinely schedule staff's available hours at our weekly project manager meetings. This ensures that staff is properly allocated to perform the required services for each project assigned to TKE. We consider ourselves community builders and take ownership of services requested from TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all services on schedule and within specified budget. TKE will ensure staff is committed to responding to our clients' needs as they arise.

TKE currently provides similar services to other clients. If selected, TKE is committed to meeting all of the City's needs. TKE's local service approach ensures that the City's needs will be met and TKE will constantly exceed the City's expectations. TKE maintains state of the art conferencing and communications equipment. We are fully capable of assisting inspection staff as needed.

- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

Terry Renner, P.E., P.L.S., Q.S.D., Client Manager; Jeffrey Lantosh, C.P.I.I., Senior Public Works Inspector; Nelson Blackwell, C.P.I.I., Senior Public Works Inspector; Naeem Dullo, Senior Public Works Inspector; Steve Biscotti, Senior Public Works Inspector; Mike Counce, Senior Public Works Inspector; Patrick Palafox, Senior Public Works Inspector; Brad Enscoe, Senior Public Works Inspector; and Tyler Ault, Senior Public Works Inspector.

- F. Current number of employees: full-time and part-time employees.

59 Professional Engineers, Inspectors, Plan Checkers, Traffic Engineers, Surveyors, Project Managers, and Support Staff.

- G. Annual turnover rate of staff.

TKE's annual turnover rate is less than 2% per year. One benefit of TKE's project team is our extremely low internal turnover rate. As a result of our rigorous interview and testing procedures, coupled with our extremely high employee satisfaction rates, TKE staff has years of experience working together. The close relationships each of our staff members have with one another provide the City with an extremely well rounded and experienced team. As such, TKE's project team experience directly correlates with TKE's firm experience described previously

- H. Names of any subcontractor's you propose to use for our contract.
Provide only names here; fill in the details on City-provided Subcontractors List.

TKE does not require any subconsultants to perform the required scope of services for this contract.

- I. Facilities that would be utilized to perform the required work.

TKE is capable of performing all required services from our office location in Riverside, California. If desired TKE can have staff (client managers and inspectors) attend regular meetings with City staff and contractors.

- J. Equipment that would be utilized to perform the required work.

TKE possess all vehicles, laptops with cellular internet access to TKE's servers for electronic records, mobile phones and construction verification equipment.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.

TKE's staff of construction inspectors routinely provides public works inspection for CIP and Land Development projects to numerous municipal clients throughout Southern California. We also have multiple staff members who live within the City, which provides our staff with extensive knowledge and history of the City, traffic patterns, challenges and requirements.

- B. Reasonableness of your fee to do the work.

TKE operates with an extremely competitive rate structure. In addition, TKE's management team and staff are fundamentally committed to creating value in each task that we perform. As such, we have created a professional culture wherein each member of our staff constantly strives for increased efficiency, ultimately allowing us to provide highly professional services at competitive rates. This culture of constant value creation and increased efficiencies ensures that the services contracted to, and provided by TKE, will always mean good stewardship of resources. Further value includes our office location; TKE's headquarters is located in Riverside just minutes from the City. As such, TKE will be available for impromptu meetings or field visits to assist with challenges should they arise.

- C. Current resources to meet or better all task and timeline requirements herein.

TKE often provides construction inspection services on an expedited nature to assist our clients with meeting the needs for their development projects. Our staff includes inspectors that can assist with turning projects around quickly or adding resources as necessary to handle large influx of inspection projects.

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

No additional resources are necessary at this time for TKE to provide construction inspection services.

- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

TKE can have additional staff assigned to construction inspection services as required.

- F. How quickly can you begin providing services if awarded the contract?

TKE can begin work immediately upon notification of award.

- G. Details of any improvement or upgrades your firm has designed or implemented.

TKE routinely upgrades computer equipment and applications to be on the cutting edge of technology. This allows our staff to fully interface and function with City Staff, developer engineers and other stakeholders as required to complete construction inspections as required.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.

TKE currently provides Construction Inspection services on CIP and Land Development projects for more than 30 Cities/Counties/Districts throughout Southern California. TKE been providing construction inspection services for the past 24 years to municipal clients only and therefore has no conflicts of interest with any private developers.

Over TKE's 24 year history, we have provided construction inspection services for nearly 1,000 different development and CIP projects for street widening, median, pavement rehabilitation, pedestrian facilities, grading, storm drain, retaining walls, street lighting, signing and striping, traffic signal, landscape and irrigation project components.

ON-CALL INSPECTION EXPERIENCE

A. STREET IMPROVEMENTS

COUNTY LINE ROAD TRANSPORTATION CORRIDOR (LPP)

City of Calimesa, CA



Client Contact: Will Kolbow | City Manager
Phone Number: (909) 795-9801
Email: wkolbow@cityofcalimesa.com
Project Cost: \$10.1 million (\$3.7 million Grant)
Completion Date: Current

Relevance to Moreno Valley

- LPP State Grant Management
- Roundabouts Design
- Right-of-Way Acquisition
- Extensive Utility Relocations
- Major Arterial Reconstruction
- Various Pavement Strategies
- Extensive Utility Coordination and Permitting

DESCRIPTION

TKE prepared and obtained a grant for the City of Calimesa through the Road Repair and Accountability Act of 2017 (SB1) Local Partnership Program (LPP). TKE is preparing street widening and roundabout improvements for the construction of the County Line Road Transportation Corridor. The Project includes four (4) single-lane and one (1) multi-lane roundabouts, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.

SERVICES

Services include grant coordination and management, design, topographic survey, right-of-way engineering, environmental assistance, roadway safety analysis, preparation of exhibits, cost estimates, coordination with California Transportation Commission, construction management, inspection, and construction staking.

KEY STAFF

Terry Renner, P.E., P.L.S., Q.S.D., Jeff Lantosh, C.P.I.I., Brian McDuffie

SIERRA AVENUE WIDENING PROJECT

City of Fontana, CA



Client Contact: Phillip Burum | City Manager
Phone Number: (909) 350-6727
Email: pburum@fontana.org
Project Cost: \$11.3 million
Completion Date: Current

Relevance to Moreno Valley

- Major Arterial Roadway Widening
- Traffic Signal Modification/Design
- Sewer Design
- Right-of-Way Acquisition
- Extensive Utility Relocations
- Various Pavement Strategies

DESCRIPTION

The Sierra Avenue widening improvements project is located in the City of Fontana north of Interstate 10 Freeway between Foothill Boulevard and Baseline Road. The project is approximately 1 mile of widening for the City's primary north-south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. The project also includes right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. TKE represents the City with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.

SERVICES

Services include design, topographic survey, right-of-way engineering and acquisition, roadway safety analysis, preparation of exhibits, cost estimates, utility coordination, construction management, and construction staking.

KEY STAFF

Terry Renner, P.E., P.L.S., Q.S.D.

B. PAVEMENT REHABILITATION ZONE 3 IMPROVEMENT PROJECT

City of El Monte, CA



Client Contact: John Rico
Phone Number: (626) 258-8833
Email: jrico@elmonteca.gov
Project Cost: \$5.2 million
Completion Date: Current

Relevance to Moreno Valley

- Project/Construction Management
- Construction Inspection
- Street Improvement Project Survey
- Community Outreach Efforts

DESCRIPTION

The City of El Monte is requiring treatments to the set of streets in zone three to increase the pavement quality to the full width of the street. The TKE Team is providing a constructability review of the design plans, specifications and cost estimate (PS&E); overseeing construction coordination meetings with the contractor and stakeholders; community outreach in multi-language, project updates, responding to inquiries and concerns through the duration of the project, tracking and processing requests for information, coordinating materials submittals; conducting material/geotechnical testing, providing construction inspection and reporting; schedule tracking; reviewing and recommending approval of contractor payment requests; reviewing, negotiating, and recommending approval of contract change orders; coordinating with utilities and other agencies; assuring contractor labor compliance; and records management.

SERVICES

Services include constructability review, construction coordination, construction management, construction inspection and reporting, public outreach, labor compliance, survey, construction phasing, and traffic signing and striping inspection

KEY STAFF

Terry Renner, P.E., P.L.S., Q.S.D., Brad Enscoe

CITYWIDE PAVEMENT REHABILITATION PROGRAM (ARTERIALS) FY 2021/22

City of Moreno Valley, CA



Client Contact: Eddie Godinez
Phone Number: (951) 218-8646
Email: eddieg@moval.org
Project Cost: \$18 million
Completion Date: November 2023

Relevance to Moreno Valley

- City of Moreno Valley Experience
- Various Pavement Rehabilitation Strategies
- Arterial Roadway Construction and Traffic Control
- Permitting and Private Residents and Business Coordination

DESCRIPTION

The Citywide Pavement Rehabilitation Program for FY 2021/22 Project included rehabilitation for 20 miles along various streets throughout the City of Moreno Valley. TKE provided daily inspection and monitoring to ensure construction of the project was in accordance with the approved plans and specifications. The project included pavement crack sealing, grinding and isolated removal areas along with construction of street widening with asphalt rubberized hot mix overlay over conventional hot mix asphalt base paving, pavement replacement, rubberized asphalt concrete overlay, slurry seal and asphalt concrete curb installation. TKE provided preparation of daily field reports and photo logs and provided reports to the City Staff on weekly basis.

SERVICES

Services included review and monitoring of Contractor's daily traffic control, storm water pollution prevention measures and safety procedures, daily oversight and inspection, report preparation, photo log preparation and verification of quantities for payment requests.

KEY STAFF

Terry Renner, P.E., P.L.S., Q.S.D., Nelson Blackwell, C.P.I.I., Brad Escoe, Naeem Dulloo

C. TRAFFIC IMPROVEMENTS

CV SYNC – PHASE I

Coachella Valley Association of Governments (CVAG), Coachella Valley, CA



Client Contact: Eric Cowle |
Program Manager
Phone Number: (760)346-1127
Email: ecowle@cvag.org
Project Cost: \$21 million
Completion Date: November 2023

Relevance to Moreno Valley

- Public Works Construction Management Inspection Project
- Traffic Signal, Synchronization and Special Inspections
- Electrical Inspections
- State and Federal Grant Management

DESCRIPTION

Phase I of this project located in the Coachella Valley consists of upgrading the local agencies existing legacy (outdated) traffic signal controllers, traffic management systems, and communication systems with the latest off-the-shelf technologies in order to provide inter-agency traffic signal synchronization along three regional roadways for over 120 intersections. The project improvements include advanced traffic management systems (ATMS), advanced

transportation controllers (ATC), selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and Ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies. This project includes a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC) that will have the capability to monitor, control of connected traffic signals, and be used as a monitoring tool for research and analysis to help determine regional system enhancements, operations, and maintenance.

SERVICES

Services included bid administration and pre-construction assistance, grant funding administration, construction management, inspection, and project closeout services

KEY STAFF

Terry Renner, P.E., P.L.S., Q.S.D, Stephen Biscotti, Michael Counce, Jeff Lynn

CV SYNC – PHASE II

Coachella Valley Association of Governments (CVAG), Coachella Valley, CA



Client Contact: Eric Cowle |
Program Manager
Phone Number: (760)346-1127
Email: ecowle@cvag.org
Project Cost: \$93 million
Completion Date: Current

Relevance to Moreno Valley

- *Public Works Construction Management Inspection Project*
- *Traffic Signal, Synchronization and Special Inspections*
- *Electrical Inspections*
- *State and Federal Grant Management*

DESCRIPTION

Phase II of this project located in the Coachella Valley consists of upgrading the local agencies existing legacy (outdated) traffic signal controllers, traffic management systems, and communication systems with the latest off-the-shelf technologies in order to provide inter-agency traffic signal synchronization along eight regional roadways for more than 500 intersections. The project improvements include advanced traffic management systems (ATMS), advanced transportation controllers (ATC), selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and Ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies. This project includes a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC) that will have the capability to monitor, control of connected traffic signals, and be used as a monitoring tool for research and analysis to help determine regional system enhancements, operations, and maintenance.

SERVICES

Services included bid administration and pre-construction assistance, grant funding administration, construction management, inspection, and project closeout services

KEY STAFF

Terry Renner, P.E., P.L.S., Q.S.D, Stephen Biscotti, Michael Counce, Jeff Lynn

- B. Specific method and techniques to be employed on the project or problem.

TKE's internal training procedures have strived to develop techniques that reach outside the box and develop well rounded individuals committed to providing high quality, efficient services to meet all of our clients' needs. TKE trains our staff on every facet of construction inspection to provide a level of knowledge that will lead to early identification of construction challenges to avoid construction delays.

It is this commitment to service and diverse array of offerings that makes us unique and drives our long-standing relationships with our client base. Understanding that all aspects of construction inspection services are important to ensure the City's interests are protected and project schedules are met, our team brings TKE management level professionals to projects ensuring that every aspect receives full and comprehensive consideration. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of services requested from TKE, ensuring that our personnel will be allocated on an as-needed basis in order to complete all services on schedule and within specified budget.

V. Work Plan:

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How will you schedule professional and staff to ensure milestones and deadlines are met?

TKE's construction inspection services are scheduled through our client manager to ensure each staff member is properly assigned work within their capabilities and are advised of project milestones and deadlines. Our client manager routinely confers with inspection staff to ensure that progress is being made and that inspections will be completed in compliance with contract documents, schedule and our standards.

- B. Provide required response time to the urgent service requests.

TKE understands that time is money and construction delays will lead to increased costs. For TKE, all construction challenges that arise will be immediately addressed. For challenges that require City direction, TKE will reach out to the City staff through all means available with recommended resolution for City approval. For design challenges, TKE's client manager will collaborate with the engineer of record to facilitate changes as quickly as possible.


- C. How you will make up for workhours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

TKE will provide overtime inspectors as needed and as directed by the City. If the City requests additional resources (i.e., additional inspection staff), TKE will provide staff as needed to ensure inspections will not create construction delays.

D. Provide any other relevant information that you believe would benefit City for the requested services.

No other information is required.

Submitted by:

Company Name	TKE Engineering, Inc.
Contact Name	Terry Renner, P.E., P.L.S., Q.S.D.
Title	Senior Vice President
Signature	
Email	trenner@tkeengineering.com
Phone	(951) 680-0440
Date	7/18/2024

Attachment B: Special Provisions


All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: TKE Engineering, Inc.
SIGNATURE: 
PRINT NAME: Terry Renner, P.E., P.I.S., Q.S.D.
TITLE: Senior Vice President

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
 Exception taken to the scope of work or specifications
 Exception taken to indemnification and insurance requirements
 Exception to proposed contract language
 Other

Please explain any of the checked items:

TKE Engineering, Inc. does not have any exceptions to be taken.

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: TKE Engineering, Inc. DATE: 7/18/2024

BUSINESS ADDRESS: 2305 Chicago Avenue, Riverside, CA 92507

SIGNATURE OF REPRESENTATIVE: 

BY: Terry Renner, P.E., P.L.S., Q.S.D. TITLE: Senior Vice President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Michael Thornton, P.E., P.L.S. President

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

Steve Ledbetter, P.E. Vice President

Attachment F: Pricing Proposal (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified.)

I. Hourly Rates***

A. Include titles and rates for all staff that could provide services under the contract.

LN	Title of Person Performing Service	Hourly Rate
1	Construction Inspector	\$ 135.00
2		\$
3		\$
4		\$
5		\$
6		

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment H for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Attachment F: Pricing Proposal.
- D. **Proposal Pricing:** The awarded Provider's Pricing Proposal, as accepted by City, will be incorporated into the resultant Agreement.

EXHIBIT B

CITY RESPONSIBILITIES

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, inspection-related data, and such other pertinent data which may become available to the City.
2. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

TERMS OF PAYMENT

1. The Vendor's compensation is \$XXX per year.
2. The Vendor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
4. The Vendor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Vendor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices may be submitted to the Public Works Department/Land Development Division at dannya@moval.org or calls directed to (951) 413-3119.
5. The Vendor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
6. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. City-provided Reference Number (e.g. Project, Activity)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing

information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

7. The City shall pay the Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
8. Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
9. Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
10. Non-Performance Damages/Penalties. The Vendor have agreed to non-performance damages/penalties with respect to Vendor's failure to complete the Work within the Agreement Time intervals and/or frequencies as set forth in this agreement and/or in the Scope of Work, or as directed by the City. For each of the categories set forth hereinabove, **the penal sum of 1% of the total Agreement amount per working day will be assessed for each working day the deficiencies remain uncorrected.** If non-performance damages/penalties are to be assessed, the Vendor will be notified immediately by written email, facsimile transmission, letter, or by telephone. The Vendor will not be assessed non-performance damage/penalties for delays caused by the City or are deemed outside the Vendor's control by the City.

Vendor and City acknowledge and agree that the amount of such non-performance damages/penalties are impossible to ascertain as of the date of execution hereof and have agreed to such non-performance damages/penalties to fix the City's damages and to avoid later disputes. It is understood and agreed by Vendor that non-performance damages/penalties payable pursuant to this Agreement and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct non-performance damages/penalties against progress payments or retainage and that the City will issue a Change Order and reduce the Agreement Price accordingly. In the event the remaining unpaid Agreement Price is insufficient to cover the full amount of non-performance damages/penalties, Vendor shall pay the difference to the City.

City may at any time deduct non-performance damages/penalties as are payable hereunder from money due or to become due to Vendor, or pursue any other legal remedy to collect such non-performance damages/penalties from Vendor and/or its Insurance,

Surety, etc.. Neither the City's failure or delay in deducting non-performing damages/penalties from payments otherwise due Vendor, nor City's failure or delay in notifying Vendor of the accrual of non-performance damages/penalties, shall be deemed a waiver of City's right to non-performance damages/penalties.

City's rights under this Section shall not be interpreted as precluding or limiting:

- 1) any right or remedy of City arising from an event of Vendor default other than a failure to complete the Work within the Agreement Time; or
- 2) City's right to order an acceleration, at Vendor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue non-performance damages/penalties.

The availability of non-performance damages/penalties shall not limit City's right to terminate the Vendor's performance and accrual and/or assessment of non-performance damages/penalties does not constitute a waiver of such rights.

DRAFT