Docusign Envelope ID: 65DEEE61-C729-8321-813B-5CB97502D943

CITY OF UPLAND
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of November 9, 2026 by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 ("City"), and TKE Engineering, Inc. a CORPORATION, with its principal place of business at 2305 Chicago Ave, Riverside, CA 92507 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

Engineering Design Services for 18th Street Rehabilitation (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $167,200.00 **(One-hundred and sixty-seven thousand, two hundred dollars and zero cents)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars ($50,000.00). Any additional work in excess of this amount shall be approved by the City Council.

3. Additional Work.

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If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within ninety-six (96) calendar days as outlined in Exhibit C "Activity Schedule". The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care.

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

9. Assignment and Subconsultant.

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

10. Independent Contractor.

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

a. PERS Eligibility Indemnification

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

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is one thousand dollars ($1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

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

15. Reserved.

16. Laws and Venue.

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

17. Termination or Abandonment

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

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

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:	CONSULTANT:
City of Upland	TKE Engineering, Inc.
460 N. Euclid Avenue	2305 Chicago Ave
Upland, CA 91786	Riverside, CA 92507
Attn: Michael Blay, City Manager	Attn: Terry Renner

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

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SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF UPLAND AND TKE ENGINEERING, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF UPLAND

By: DocuSigned by: Michael Blay
Michael Blay
City Manager

ATTESTED BY:

DocuSigned by: Keri Johnson
Keri Johnson, CMC
City Clerk

APPROVED AS TO FORM:

Signed by: Thomas Rice
Best Best & Krieger LLP
City Attorney

TKE ENGINEERING, INC.

By: Signed by: Michael Thorton

Its: President

Printed Name: Michael Thorton

By: DocuSigned by: Terry Renner

Its: Senior Vice President

Printed Name: Terry Renner

(Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

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EXHIBIT A

Scope of Services

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REQUEST FOR PROPOSALS

ENGINEERING DESIGN SERVICES FOR 18TH STREET REHABILITATION PROJECT NO. 74005



for:

CITY OF UPLAND

Attn: Kirk Swanner,
Associate Engineer

460 N. Euclid Avenue
Upland, CA 91786

September 1, 2026
2:00 p.m.

Prepared by:

TKE ENGINEERING, INC.

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

www.TKEengineering.com

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Appendix | Levine Act Form

Prepared for:

City of Upland
450 N. Euclid Avenue
Upland, CA 91786
Contact: Kirk Swanner,
Associate Engineer
Phone: (909) 291-2938
Email: kswanner@uplandca.gov

Prepared by:

TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
Contact: Terry Renner, PE, PLS, QSD
Phone: (951) 680-0440
Email: trenner@tkeengineering.com

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September 1, 2026

Kirk Swanner, Associate Engineer
CITY OF UPLAND
450 N. Euclid Avenue
Upland, CA 91786

Subject: Proposal to Provide Professional Engineering Design Services for 18th Street Rehabilitation

Dear Mr. Swanner:

Thank you for the opportunity to present this material outlining TKE Engineering, Inc.'s qualifications to provide professional engineering design services to the City of Upland (City). Mr. Terry Renner, PE, PLS, QSD, TKE's Project Manager, will be the contact person during the period of proposal evaluation. Mr. Renner can be reached by phone at (951) 680-0440 and/or by email at trenner@tkeengineering.com. TKE is a full service, multi-disciplinary consulting firm highly qualified to perform the pavement rehabilitation and water improvement services required and we are enthusiastic about the opportunity to continue assisting the City.

Why should the City choose TKE to provide Professional Engineering Design services? Please consider the following:

1. Our Team – The City will benefit greatly with the vision, leadership, and dedication to community exhibited by TKE's project team. Our experience in the region, numerous accomplishments and management skills will help maintain continuity in delivery of the services. In particular, Mr. Renner and Ms. Rembis, our proposed Project Manager and Project Engineer have over 25 years of experience with water and street improvement projects, including projects with the City and with water main pipeline installation. Ms. Rembis' experience extends through all types of project sizes and pipeline types. Her excellent management skills will provide a great benefit to the City, ensuring that the project is constructed to City requirements. These types of projects pose special challenges to ensure reconnection of the water services do not cause adverse water quality issues within the residence. Her experience with "cutting edge" creative engineering techniques focused on cost control, ensuring that projects provide the maximum value for the public's investment.

Supporting Mr. Renner and Ms. Rembis will be TKE's key personnel, including Ron Musser, PLS, and Shelby Kelley, PE, QSD. TKE will retain WestLAND Group and Aragón Geotechnical, Inc. (AGI) as our subconsultants to provide potholing and geotechnical services described in the RFP. TKE's team includes the principals of the firm. As such, they will remain in-place throughout the term of the request for qualifications. After reviewing our proposal, we are sure you will be pleased with the amount of specialized experience our team brings to the City.

2. Our Commitment and Availability – TKE is committed to providing high quality, efficient services to meet all of the City's needs. Upon notice to proceed, Mr. Renner will meet with staff regularly to discuss requirements and scheduling needs. In addition, he will be in contact with others as required to keep projects proceeding efficiently, on schedule and within allocated budgets. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of projects assigned to TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all projects on schedule and within budget.

Our broad array of services and in-house team provide the City a trusted consultant to turn to in any challenge, no matter how simple or complex. We pride ourselves in the management and completion of special, atypical projects and thrive on challenging budgets and deadlines. 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, and it is these qualities that make us "the right fit" for the City. Understanding that all aspects of the project are important, our team brings TKE management level professionals to the project ensuring that every aspect receives full consideration.

3. Our Value – 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

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of constant value creation and increased efficiencies ensures that the services contracted to, and provided by TKE, will always mean good stewardship of resources.

Thank you for your consideration. TKE would very much appreciate the opportunity to continue to work with the City on this important project. If you have any questions, please contact me at (951) 6860-0440 or email trenner@tkeengineering.com.

Sincerely,



Terry Renner, PE, PLS, QSD
Senior Vice President
TKE Engineering, Inc.

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SECTION 2 | PROJECT UNDERSTANDING AND APPROACH

COMPANY PROFILE

TKE Engineering, Inc. (TKE) is a California-based consulting engineering firm established in 2000, providing turnkey municipal engineering services throughout Southern California. TKE has extensive experience delivering pavement rehabilitation, street, and water improvement projects for the City of Upland and surrounding communities, with a focus on cost-effective, high-quality solutions and expedited delivery.

We have completed design for more than 20 identical projects, three for the City (Mountain Avenue Street Pavement and Water Improvements Project), and one recently for the City of Glendora (Colorado Avenue Pavement Rehabilitation). TKE's team includes our Traffic Engineer and is also familiar with traffic signal design and timing sheet preparation. From our first project in 2000, to our latest project of this type, TKE has always understood the importance of these projects to the local community. Because of current budgetary constraints, we understand the importance of maximizing the number of improvements that can be built with available funding. TKE accomplishes this through creative engineering techniques and a collaborative effort between the public agencies and the community. Our team has demonstrated the ability to build project coalitions time and time again.

We understand how important time and budget are to this project. Since the City desires to enhance public improvements on an expedited schedule, it is important to have a proactive approach to project completion. This way, alternative design methods can be explored and implemented to keep the project within budget and on schedule.

PROJECT APPROACH

Successful project delivery is our goal. Our definition of successful project delivery is:

- Community Acceptance
- Project completion that meets all project requirements
- Project completion on schedule
- Project completion within budget

Our goal is not limited to the pavement and ADA ramp design only, but includes the incorporation of value engineering and constructability review. Through the examination of specific pavement rehabilitation alternatives, we will identify the most cost-effective rehabilitation strategy that meets design requirements and will provide for the greatest opportunity for expedited construction. This allows us to consistently deliver projects that use public resources in a very wise and responsible manner. We have developed this project approach in order to maintain an expertise in our core business of moderate projects with tight budgetary constraints.

Our approach to your project, recognizing that schedule and budget are of primary concern, dictates that design decisions must be made quickly but carefully. When this is coupled with the various constraints present with community buy in and rehabilitation projects, it is critical that the City choose a consultant with a proven track record of delivering. With a familiar team of senior level design and construction professionals, TKE is the right choice for this project.

With projects of this nature, our experience tells us that there must be a proactive approach to completing the work in order to meet schedule requirements. This approach includes early identification of critical design elements, familiarity with pavement rehabilitation strategies, early alignment identification and accurate cost estimating throughout the entire process. In preparing this proposal, our team has reviewed the project site, existing infrastructure, City goals, and project schedule to establish key issues so we can be prepared to mobilize on a moment's notice to assist you.

CRITICAL ISSUES

PAVEMENT REHABILITATION

Review of the pavement conditions at the site indicates that pavement has extensive failure areas throughout 18th Street between Mountain Avenue to Euclid Avenue. The westerly limits show more extensive pavement failures that will require complete removal and replacement. The majority of pavement on the west half of the project area is in slightly better condition and will be assessed for pavement rehabilitation strategy. Geotechnical investigations are included with our scope of work and will provide the necessary information for specific pavement design. Samples will be taken in the street subgrade for laboratory testing to determine the correct section for street design.

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Identification of Critical Design Elements

Our approach to this critical issue will be to immediately initiate field review, perform very thorough records research, and document all the critical design elements so they can be presented to the City. This will provide a head start on instructing our survey team about what detailed information to collect. These elements include key ground elevation information at locations necessary to ensure appropriate cover, the location of any areas that will require special construction methods or additional permitting requirements, and potholing critical underground utilities in order to ensure proper clearance and minimize relocations during construction of pipeline improvements.

Utility Improvements

The project site has extensive evidence of utility trench patches indicating that the existing water system is severely deteriorated. If the Contractor does not take proper precaution during construction, there are high probabilities that they will encounter or cause leaks which will slow down the construction efforts and cause the potential for change orders. TKE's project team has extensive experience with the design and construction management of these types of projects and can ensure the project plans and specifications are prepared to properly identify the necessary information on the plans and provide language in the specifications that will protect the City against change orders during construction.

School Construction Phasing

The project site is adjacent to Pioneer Junior High and Pepper Tree Elementary, which makes construction scheduling extremely important to ensure the project is constructed during the summer break and avoid the daily congestion of morning and afternoon drop-off and pickup congestion. TKE will provide language that identifies the required construction phasing to minimize the impacts to the school and also adds language to protect the City in the event construction efforts extend into the normal school year by restricting the working times around the school.

Ramp Transitions

For ramp construction projects, transitions to existing improvements are typically the most challenging component of design, especially in fully developed areas where private improvement and limited right-of-way were constructed with insufficient setbacks to properly install the proposed improvements to today's standards.

It appears that private improvements such as fences, walls, and landscaping may be impacted by ramp construction. TKE will identify such impacts early during project design and will develop an action plan for working with residents that may be impacted. Our knowledge of ADA requirements established by the CBC in Chapter 11B Section 400 and 700 will allow us to complete ramp design that will fully comply with ADA requirements at the same time as minimizing private property impacts.

Traffic Control

TKE's wide range of successful project design delivery and construction management has enabled us to understand common mistakes that lead to difficult, more expensive construction. TKE inherently analyzes all design alternatives against such factors as traffic control and tread paths to provide the most cost effective and constructible alternative available.

Accurate Cost Estimating

Because of the limited budget, it is vital to keep costs controlled. Our approach to controlling costs is to provide frequent and accurate cost estimates by using TKE's detailed cost estimating database. In addition to using this database, TKE utilizes our considerable experience with Construction Management to assist in providing constructability reviews and cost estimating based on current information from our on-going projects. Finally, with the current economic climate, construction costs are widely varying. We will also discuss the project's elements with local contractors to assure that we have the most current construction information available so that the City can get the most "bang for their buck".

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KEY PERSONNEL

TKE fully recognizes the City's concern for high quality, timely performance, and precise communication that is necessary for this project. Each project conducted by TKE is managed and staffed by a project team assembled to meet the specific needs of the project. We have assembled a highly qualified and experienced project team, which we believe will best serve your needs. Our project teams' experience with numerous Cities and Counties of Southern California provides the City with a superior level of expertise. TKE's project team is comprised of the firm's Principal, and senior-level staff. TKE's key personnel will not be replaced throughout the entirety of the project. Resumes of each team member are included below.



Terry Renner, PE, PLS, QSD
Project Manager

California P.E. No. 69984
California P.L.S. No. 9762
Q.S.D. Certification No. 24329

Mr. Renner is the Senior Vice President of TKE and has 25 years of experience in civil engineering infrastructure projects, including pavement rehabilitation strategies, pavement deterioration analysis, transportation improvements, traffic signal improvements, drainage improvements, sewer and water improvements, facilities improvements and recreation improvements. He has managed numerous projects and has delivered projects for Riverside and San Bernardino Counties as well as Cities of Coachella, Fontana, Upland, Riverside, Redlands, Rialto, Calimesa, Colton, El Monte, Moreno Valley and Corona. As a project manager, Mr. Renner has been responsible for field analysis of pavement deterioration, design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.



Joanna Rembis, PE, QSD
Project Engineer

California P.E. No. 75535
Q.S.D. Certification No. 28965

Ms. Rembis has more than 20 years' experience in the field of Project Engineering/Project Management. Her experience includes preparing specifications, plans, and bid packages for rehabilitation, design of new tank projects and waterlines. Ms. Rembis can also assist in generating and editing technical reports and photo surveys and provides quality control inspection and construction management services for various projects including water tanks, pipelines, and cathodic protection. She developed the specifications and plans for the rehabilitation of hundreds of welded steel, bolted steel, and concrete reservoirs and for the construction of dozens of new welded steel and bolted steel tanks. Technical specifications have included earthwork, masonry, concrete, rebar, tank construction, Cal/OSHA safety, coatings, piping, valves, cathodic protection, electrical, and roofing. She prepared and provided cost estimates to clients for new projects. Conducted QA/QC for the projects and reviewed all major deliverables before delivered to clients. Maintained regular communication with clients to ensure compliance with the established project goals and execution.



Chance Renner, EIT
Assistant Project Engineer
California E.I.T. No. 179608

Mr. Renner has over 10 years of experience working for TKE Engineering. He has experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction methods. Mr. Renner has been responsible for assistance with design of water and sewer plan/profile, lift stations, treatment plant facilities, street improvement plans, preliminary design exhibits, technical specification preparation, and cost estimates. Mr. Renner has also assisted with the preparation of legal descriptions and plat maps for right-of-way acquisition and easements. He has delivered projects for Mission Springs Water District, Rubidoux Community Services District and the Cities of

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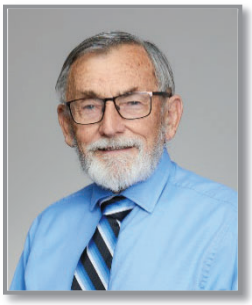
Glendora, Adelanto, Chino, Fontana, Hesperia, Highland, Needles, Palm Desert, Menifee, El Monte, and Rialto.



Justin Schlaefli, PE, TE, PTOE
Traffic Engineer

California P.E. No. 74670
California T.E. No. 2564

Mr. Schlaefli has nearly over 25 years of experience in the transportation field. He is responsible for managing projects on a day-to-day basis as well as interfacing with other project team members and decision makers/ government staff and Contractors. He specializes in Intelligent Transportation Systems, Transportation Planning, Construction, Signal Maintenance, Traffic Engineering and Traffic Operations. He has experience working on both public sector projects as well as private sector development. He also has experience conducting traffic studies, specialized access analysis, parking studies, trip generation studies, traffic micro-simulation, signal operations, signal timing, traffic control and design/build of ITS solutions.



Ron Musser, PLS
Director of Surveys

P.L.S. No. 4230

Mr. Musser has over 53 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 17 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys.

SUBCONSULTANTS

WestLAND Group, Inc. (WLG) provides engineering, geospatial, land planning, utility locating, and potholing services to a broad suite of clients. Since 2000, WLG has grown to over 200 professionals located in five offices throughout California and Oklahoma. WLG is known as an industry leader and a pioneer in the adoption of state-of-the-art technologies combining professionalism, innovation, and a commitment to quality.

WLG's underground utility locating and potholing services provide field locating services and reconnaissance services to further refine the utility locations along roadways. This service is tailored to specific areas along the roadway where utility markings are unavailable, or receipt of utility atlas maps are inconclusive. Additional utility locating services include potholing reports to accurately determine the depths of the utilities as well as the material, size, and provide photos of the utility.

Aragón Geotechnical Inc. (AGI) is a highly qualified geotechnical and construction materials testing firm with significant experience in providing services similar to those being requested. AGI is committed to providing geotechnical, materials testing, and construction field inspection services with a superior degree of professional excellence and proficiency. The firm will apply decades of experience acquired by talented professionals in the fields of geotechnical engineering, engineering geology, hydrogeology, earthquake engineering, and materials engineering and testing to the project team.

TKE has acquired the services of **Counts Unlimited** to collect traffic count data. Counts Unlimited began in 1990 and has been providing traffic data collection over the past 34 years.

Counts Unlimited is dedicated to accurate traffic data collection customized to the specific needs of our clients. Counts Unlimited has a guaranteed satisfaction or they will recount an no additional charge. Their services include counts for turning movements, directional volumes, entering volumes, radar speed surveys, parking lot occupancy, signal warrant analysis, travel time runs/delay and vehicle occupancy. All other design requirements will be provided by TKE.

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EXHIBIT B

Schedule of Charges/Payments

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

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City of Upland

Professional Design Consultant Services for

18th Street Rehabilitation

Fee Schedule Breakdown

Task No.	Task	Principal-in-Charge Hours	Principal-in-Charge $	Project Manager Hours	Project Manager $	Project Engineer Hours	Project Engineer $	Assistant Engineer/Designer Hours	Assistant Engineer/Designer $	Clerical Hours	Clerical $	Survey Crew Hours	Survey Crew $	Subconsultant $	Total $
Scope of Services															
1.	Project Management		$ -	4	$ 720	4	$ 800		$ -	8	$ 800		$ -	$ -	$ 2,320
2.	Initial "Kick Off" Meeting		$ -	4	$ 720		$ -		$ -	1	$ 100		$ -	$ -	$ 820
3.	Records Research		$ -	2	$ 360	4	$ 800	4	$ 640	16	$ 1,600		$ -	$ -	$ 3,400
4.	Design Surveying		$ -	4	$ 720	8	$ 1,600		$ -		$ -	56	$ 15,400	$ -	$ 17,720
5.	Base Construction Drawings		$ -	8	$ 1,440	24	$ 4,800	64	$ 10,240		$ -		$ -	$ -	$ 16,480
6.	Preliminary Engineering	4	$ 760	24	$ 4,320	80	$ 16,000	120	$ 19,200	24	$ 2,400		$ -	$ -	$ 42,680
7.	Geotechnical Investigation/Potholing		$ -	2	$ 360	2	$ 400	4	$ 640	4	$ 400		$ -	$ 31,803	$ 33,603
8.	Preliminary Design Review Meeting		$ -	4	$ 720		$ -		$ -	2	$ 200		$ -	$ -	$ 920
9.	60% Design	2	$ 380	16	$ 2,880	64	$ 12,800	80	$ 12,800	8	$ 800		$ -	$ -	$ 29,660
10.	60% Design Review Meeting		$ -	4	$ 720		$ -		$ -	2	$ 200		$ -	$ -	$ 920
11.	Final Documents	2	$ 380	16	$ 2,880	32	$ 6,400	40	$ 6,400	8	$ 800		$ -	$ -	$ 16,860
12.	Final Coordination with Agencies/Utilities		$ -	2	$ 360	2	$ 400	4	$ 640	4	$ 400		$ -	$ -	$ 1,800
	Subtotal:	8	$ 1,520	90	$ 16,200	220	$ 44,000	316	$ 50,560	77	$ 7,700	56	$ 15,400	$ 31,803	$ 167,183
														Total:	$ 167,183
														Rounded Total:	**$ 167,200**

Rates:

Principal-in-Charge	$ 190 /HR
Project Manager	$ 180 /HR
Project Engineer	$ 200 /HR
Assistant Engineer/Designer	$ 160 /HR
Clerical	$ 100 /HR
2-Man Survey Crew	$ 275 /HR

TKE Engineering, Inc.

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EXHIBIT C

Activity Schedule

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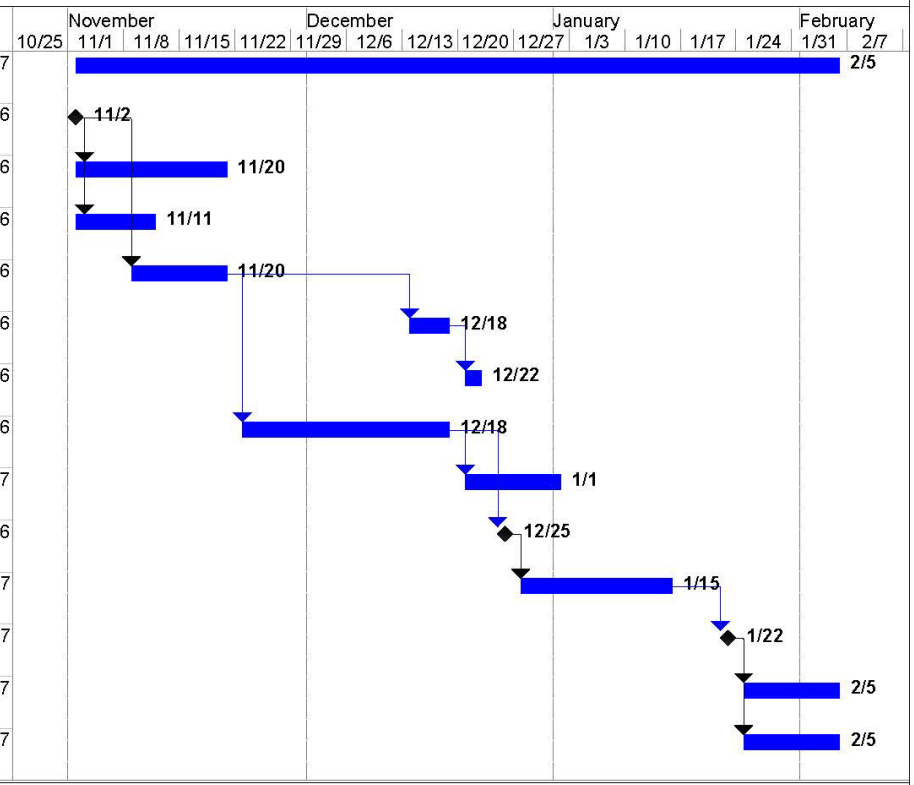
SECTION 4 | SCHEDULE

City of Upland
Engineering Design Services
18th Street Rrehabilitation (Project No. 74005)
Project Schedule

ID	Task Name	Duration	Start	Finish
1	Project Management	70 days	Mon 11/2/26	Fri 2/5/27
2	Initial "Kick Off" Meeting	0 days	Mon 11/2/26	Mon 11/2/26
3	Records Research	15 days	Mon 11/2/26	Fri 11/20/26
4	Design Surveying	8 days	Mon 11/2/26	Wed 11/11/26
5	Base Construction Drawings	10 days	Mon 11/9/26	Fri 11/20/26
6	Geotechnical Investigation and Report	5 days	Mon 12/14/26	Fri 12/18/26
7	Potholing	2 days	Mon 12/21/26	Tue 12/22/26
8	Preliminary Design	20 days	Mon 11/23/26	Fri 12/18/26
9	Permitting/Coordination with Agencies/Utiliti	10 days	Mon 12/21/26	Fri 1/1/27
10	Preliminary Design Review Meeting	0 days	Fri 12/25/26	Fri 12/25/26
11	60% Design	15 days	Mon 12/28/26	Fri 1/15/27
12	60% Design Review Meeting	0 days	Fri 1/22/27	Fri 1/22/27
13	Final Documents	10 days	Mon 1/25/27	Fri 2/5/27
14	Final Coordination with Agencies/Utilities	10 days	Mon 1/25/27	Fri 2/5/27



Project: Project Schedule 2-29-16
Date: Tue 9/1/26

Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Progress
Deadline