

ATTACHMENT B

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH TKE ENGINEERING, INC. FOR ON-CALL INSPECTION SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 9th day of July, 2024 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and TKE ENGINEERING, INC., a California corporation ("Consultant"), whose address is 2305 Chicago Avenue, Riverside, CA 92507, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to provide on-call inspection and permitting services for the Public Works Department. ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on July 9, 2027, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services;
and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed,

the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Terry Renner to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them).

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity 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 Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or

joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant 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 to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may

foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 *et seq.*, Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works
Public Works
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Terry Renner
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or

against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

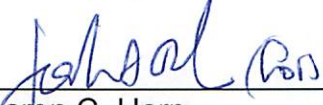
28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 6/13/24

By: 
Aaron C. Harp
City Attorney

*ms
6/13/24*

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Will O'Neill
Mayor

ATTEST:
Date: _____

CONSULTANT: TKE Engineering, Inc., a
California corporation
Date: _____

By: _____
Leilani I. Brown
City Clerk

By: _____
Michael Thornton
Chief Executive Officer

Date: _____

By: _____
Terry Renner
Chief Financial Officer

[END OF SIGNATURES]

- Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

ON-CALL INSPECTION SERVICES

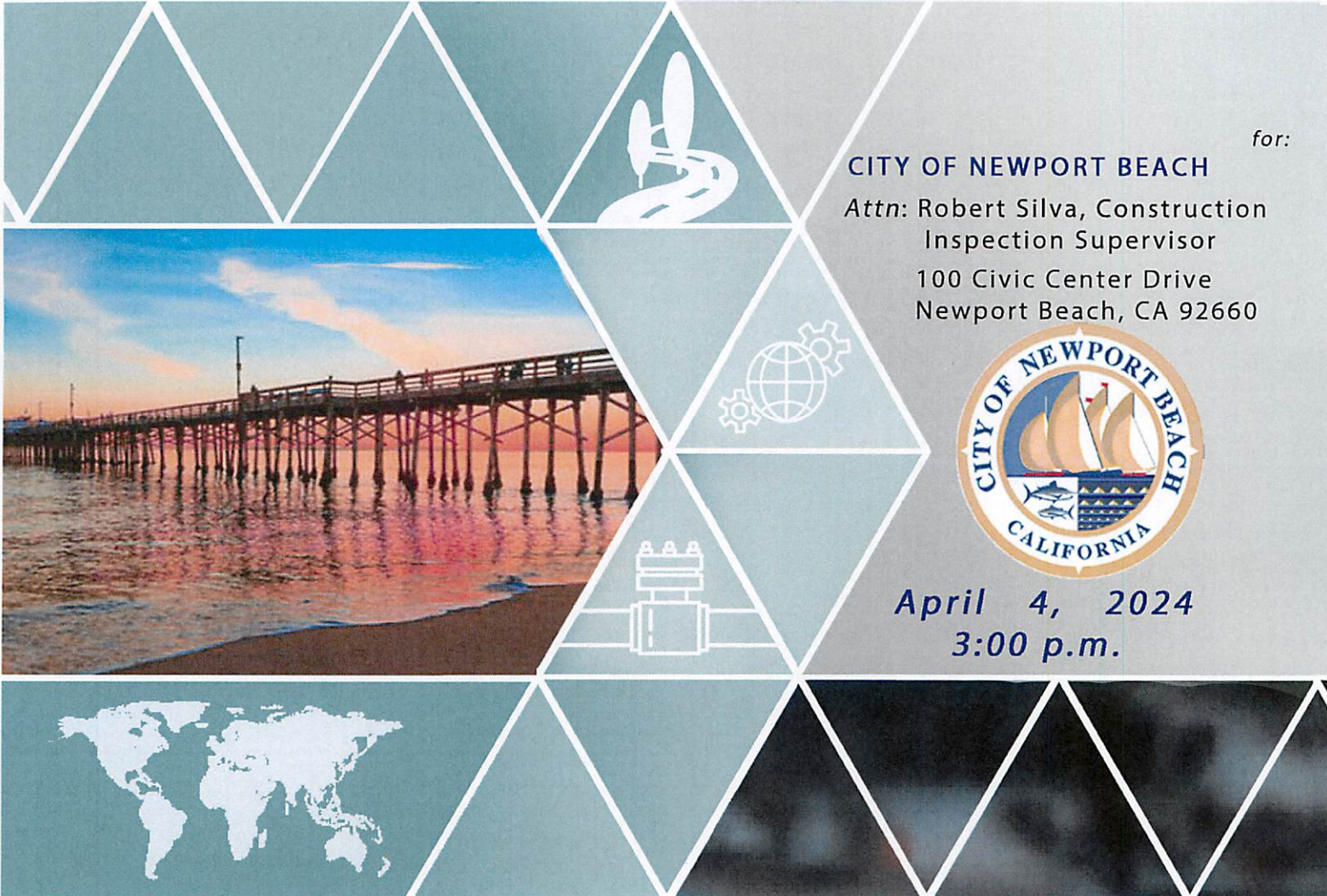
Services include Development Permits, Encroachment Permits and Utility Permit Inspections to supplement the City's current inspection staff, in addition to construction administration services.

Prior to authorization to commence work on any particular assignment by the City, the City and Consultant shall agree to a written scope of work (task order) and a time schedule. Consultant's services shall include, but not necessarily be limited to, providing a Public Works Inspector or Construction Administrator to work at City Hall within the Public Works Department. Depending on the project or inspection activity, services may be assigned on a part time, percent time, full time, and/or evening or weekend basis depending on the need for services. Consultant will be assigned to specific projects/permits and work with City staff on administration and inspection of City projects and private improvements/encroachments within public right-of-way in the following areas as necessary:

- Construction observation;
- Public contract administration;
- Attend project meetings;
- Utility coordination;
- Minimizing traffic impacts;
- Construction staking and surveying;
- Material testing;
- Project documentation;
- Record drawings;
- Permit system record keeping;
- Liaison with Staff.

REQUEST FOR PROPOSAL

ON-CALL INSPECTIONS SERVICES
RFP NO. 24-56



for:

CITY OF NEWPORT BEACH

Attn: Robert Silva, Construction
Inspection Supervisor
100 Civic Center Drive
Newport Beach, CA 92660



April 4, 2024
3:00 p.m.

Prepared by:



2305 Chicago Avenue
Riverside, California 92507
(9 5 1) 6 8 0 - 0 4 4 0

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Prepared for:

City of Newport Beach

100 Civic Center

Newport Beach, CA 92660

Contact: Robert Silva, Construction Inspection Supervisor

Phone: (949) 270-8131



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

E-mail: trenner@tkeengineering.com



April 4, 2024

Robert Silva, Construction Inspection Supervisor
City of Newport Beach
100 Civic Center
Newport Beach, CA 92660

Subject: Request for Proposal for On-Call Inspection Services

Dear Mr. Silva,

Thank you for the opportunity to present TKE Engineering, Inc. (TKE)'s proposal to provide professional inspection services (on-call and as-needed) to the City of Newport Beach (City). The City desires to retain services to assist with development permits, encroachment permits, and utility permit inspections together with construction administration services. TKE is enthusiastic about the opportunity to assist the City with these services.

The City requests on-call and as-needed inspection for Public Works. Services requested include said inspections to supplement the City's current inspection staff, in addition to construction administration services to assist City Staff. TKE will provide services on-an hourly/on-call/as-needed basis to assist the City with various projects.

SECTION 1 – SCOPE OF SERVICES

Services include construction observation, public contract administration, project meeting attendance, utility coordination, minimizing traffic impacts, project documentation, record drawings preparation, permit system record keeping, and coordination with City staff.

TKE understands that prior to providing services, the City and TKE will agree to a written scope of work and a time schedule. TKE will provide a Public Works Inspector and/or Construction Administrators that will work at City Hall within the Public Works Department. Services will be provided on a part-time, percent time, full time and/or evening/weekend basis depending on the need for inspection services. The City will assign TKE to specific projects/permits. TKE will coordinate with City staff on administration and inspections.

TKE, a California Corporation, is a full service, multi-disciplinary consulting corporation. We can be found online at www.tkeengineering.com or reached by phone (951) 680-0440. We have 24 years of experience with providing on-call inspection services to public agencies and are highly qualified to perform the services requested.

Terry Renner will be overseeing and managing the work of our key personnel. Supporting Mr. Renner will be our Contract Administrators (Marvin Lara, E.I.T., Travis Bradshaw, E.I.T.) and Public Works Inspectors, including Jeff Lantosh, C.P.I.I., Nelson Blackwell, C.P.I.I., Naeem Dullo, Jeff Lynn, Steve Biscotti, Mike Counce, Patrick Palafox, Brad Enscoe, and Tyler Ault. TKE can also call upon any of our additional inspectors to provide necessary services. Our team includes dedicated members of our inspection staff. As such, they will remain in-place throughout the term of the contract. TKE will provide 100% of the services in-house, and will not be retaining subconsultants for this on-call.



TKE is available for on-site visits and/or tours of our office to provide you with a comprehensive understanding of our operations and capabilities. Additionally, we remain flexible and accessible to accommodate your scheduling needs, including availability for evening and weekend inspections.

TKE has no exceptions to the terms of the RFP and Professional Services Agreement. TKE's proposals will remain valid for a period of 180 days. We are committed to accepting the terms and conditions within the RFP and Professional Services Agreement.

SECTION 2 - LOCAL STAFFING LIST

While TKE does not presently maintain a staff presence in Newport Beach, we possess a pool of 53 inspectors poised for mobilization, ready to commence inspections promptly

SECTION 3 - ADVANCE NOTICE REQUIREMENTS

At TKE, we recognize the critical role that timely and dependable inspections play in the success and safety of every project. With our devoted team of skilled administrators and inspectors, coupled with our steadfast dedication to efficiency, we are delighted to extend our services as needed, starting from Summer 2024 and continuing into the future. Our commitment to excellence knows no bounds, as we are available for inspections not only during regular business hours but also on weekends and evenings, ensuring flexibility to accommodate diverse project schedules.

Our team is highly experienced and equipped to handle a diverse range of projects, and we are ready to accommodate the specific needs and schedules of the City. Whether it's road construction, utility installations, or any other infrastructure endeavor, you can trust TKE to deliver thorough and prompt inspection services.

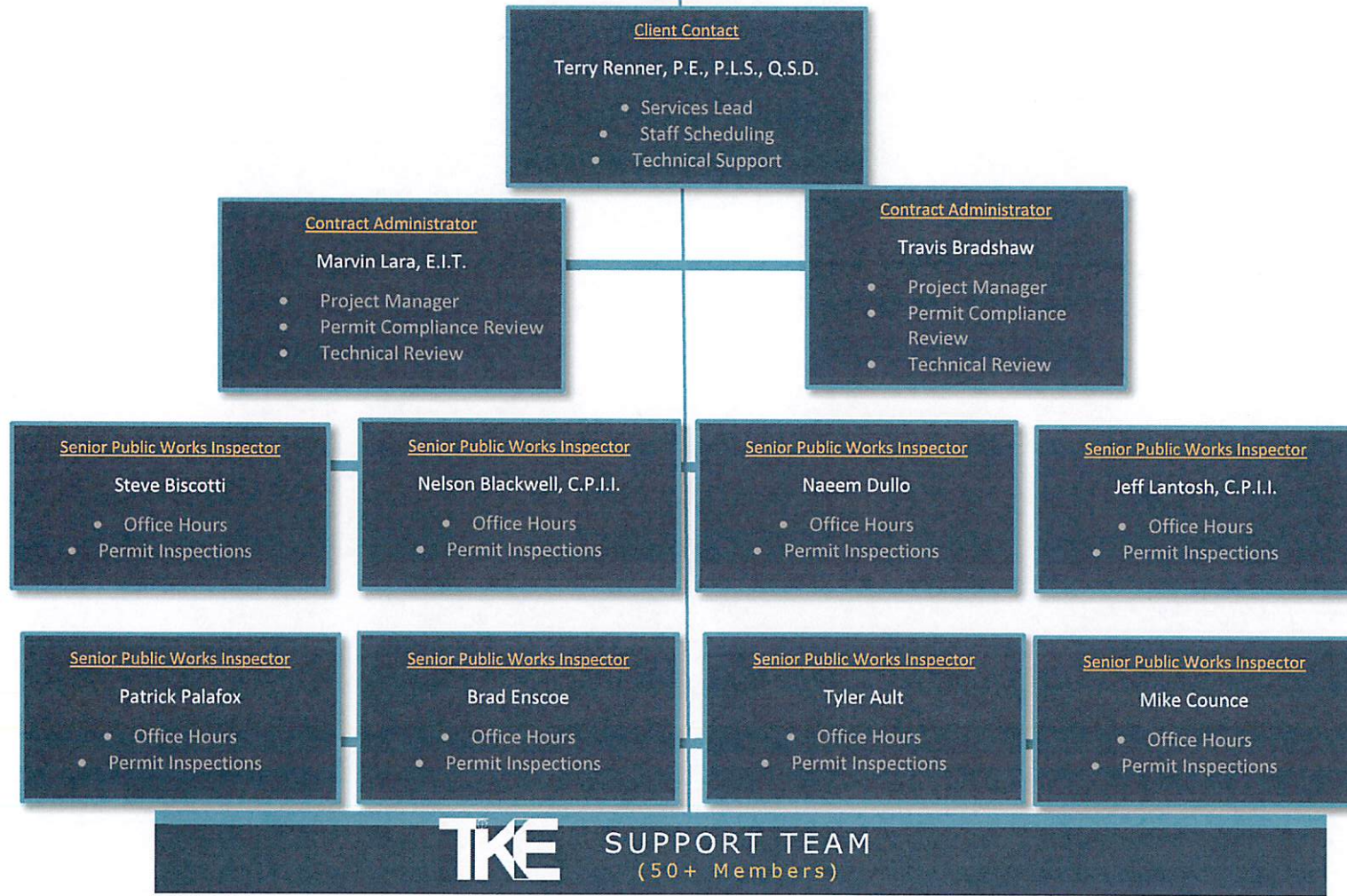
Thank you for your consideration. TKE would very much appreciate the opportunity to provide engineering services. If you have any questions, please call me at (951) 680-0440.

Sincerely,



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

SECTION 4 | ORGANIZATIONAL CHART & RESUMES



A . KEY PERSONNEL

TKE currently maintains a staff of 53 personnel who are highly qualified to assist with any of the required services for this contract.

For this contract, Mr. Terry Renner, P.E., P.L.S., Q.S.D., Senior Vice President of TKE will coordinate and oversee all inspection projects. He brings a vast amount of knowledge from his 24 years of experience designing and managing similar projects throughout Orange, Los Angeles, San Bernardino and Riverside counties.

Mr. Renner will serve as Client Contact and will maintain direct and continued responsibility for all inspection provided for the duration of this contract. He will serve as the primary contact on all matters and will manage and oversee day-to-day activities, as well as handle all contractual matters and will direct the TKE team.

As the client contact, Mr. Renner has been responsible for inspection coordination, supervising staff of inspectors, and scheduling, public relations, weekly progress meetings, request for information responses, invoicing, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging services and is dedicated to ensuring that the services delivered by TKE continue to exceed industry standards.

Mr. Renner's greatest attribute is his ability to effectively communicate and manage TKE's inspection staff, on time and within budget. His vast experience ensures success again and again. He also understands the importance of working as a team member. Mr. Renner understands that the City will provide final direction to construction requirements, standards and he fully understands the need to maintain proper protocol while providing services. He further understands that his role will be to manage and coordinate with our inspectors to enforce and ensure the construction needs are met.

TKE has two unique advantages associated with the experience of TKE's project team. 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.

The second benefit of TKE's project team is our internal training procedures. TKE has strived to develop techniques that reach outside the box and develop well rounded individuals committed to providing high quality, efficient services to meet all our clients' needs. TKE trains our staff on every facet inspection to provide a level of knowledge that can identify problems in every phase.

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 on-call 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. TKE is committed to responding to our clients' needs as they arise.



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

Client Contact
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 working with TKE and has extensive 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 currently provides engineering services to the cities of Calabasas, El Monte, South El Monte, Glendora, Azusa, Fontana, Calimesa, Upland, Wildomar, Highland, and

Adelanto. His experience includes services during pre-project inspection, construction management, and plan review, along with operations and maintenance. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring services provided by TKE continue to exceed industry standards.

CONTRACT ADMINISTRATORS

In the dynamic landscape of public agencies projects undertaken by public agencies, contract administrators play a pivotal role in ensuring project success. Responsible for overseeing contracts from inception to completion, their duties encompass ensuring compliance, facilitating communication, monitoring progress, mitigating risks, and promoting transparency. By meticulously managing contractual obligations and fostering collaboration among stakeholders, contract administrators safeguard project integrity and uphold public trust, ultimately contributing to the delivery of high-quality infrastructure that serves communities effectively. Below is our proposed Contract Administrators:



Marvin Lara, E.I.T.
Contract Administrator

E.I.T. No. 157100

Mr. Lara has 7 years working with TKE with extensive experience in civil engineering infrastructure projects, including transportation improvements, drainage improvements, facilities improvements, recreation improvements, and construction methods. He has managed numerous projects and has delivered projects for the Cities of Highland, Moreno Valley, Glendora, Calimesa, Fontana, Rialto, Hesperia and Redlands. Mr. Lara has been responsible for supervising a staff of inspectors, construction coordination and scheduling, utility relocation coordination, public relations, submittal review, coordination with subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout.



Travis Bradshaw, E.I.T.
Contract Administrator

E.I.T. No. 178961

Mr. Bradshaw joined TKE three years ago after graduating from San Diego State University with a degree in Civil Engineering. As an Associate Engineer, Mr. Bradshaw has been responsible for assistance in construction management, utility coordination, review of construction submittals and request for information responses, progress payments, change orders review, preparation of construction cost estimate and project specifications. Mr. Bradshaw also has extensive experience with Federal and State Grant funded projects. Within his role as an Associate Engineer, he assisted in the development of construction management plans, conduct regular construction and progress meetings, maintain records of contract, and also ensuring that all permits and certifications are obtained.

SENIOR PUBLIC WORKS INSPECTORS

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for inspection services. All of TKE's inspectors have a background within design and construction, enabling TKE to provide well rounded inspectors capable of understanding permit requirements and capable of identifying potential deficiencies before they occur. TKE is fully capable of providing staff on a full-time, part-time, on-call or interim inspection services. Please refer to our project team, to verify our team's technical ability to deliver these services.

TKE has provided similar services to those requested here for a number of different public agencies including of Calimesa, Highland, Jurupa Valley, San Bernardino Water Department, Adelanto, and Hesperia. TKE understands that each jurisdiction has its own standards and agreement/permit requirements that were developed to meet the needs of that particular community. TKE will develop a thorough understanding of these standards together with the needs of the community. For each project that TKE is assigned, TKE will verify compliance with all applicable standards/requirements. Our inspection portfolio includes:

- △ Daily review and documentation of construction activities (daily reports and digital photo of significant issues and milestones)

- △ Monitor Contractor’s daily labor force
- △ Field verification of traffic control procedures and consistency with approved Traffic Control Plan
- △ Coordinate with agencies and different stakeholders to ensure smooth progress of construction activities
- △ Monitor project delivery schedule
- △ Assure quality control
- △ Provide Field observations of construction activities, as applicable
- △ Maintain complete and accurate project records compliant with Caltrans manual
- △ Verify NPDES and SWPPP compliance
- △ Preparation of removal work lists
- △ As-built plans review
- △ Ensure that materials and completed work comply with plans, specifications, and requirements
- △ Implement security procedures
- △ Issue notices for safety concerns and violations
- △ Review and ensure compliance with permits and work change directives
- △ Compliance with Caltrans encroachment permit requirements, if required
- △ Coordinate project closeouts activities which include staff report, Notice of Completion, warranty inspection, and archiving documents.

Below is our proposed Senior Public works Inspectors:



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 3 years working with TKE and 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, 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. 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.



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 3 years working with TKE and nearly 9 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.



Naeem Dullo
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 1 year working with TKE and collectively 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.

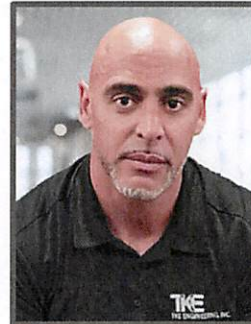


Steve Biscotti
Senior Public Works Inspector

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

Mr. Biscotti joined TKE 10 years ago and has nearly 19 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.



Mike Counce
Senior Public Works Inspector

Electrical Journeyman Licensed,
Certification Electrician, ABC
Apprenticeship Graduate

Mr. Counce has 3 years working with TKE and is a certified journeyman electrician with 17 years of commercial and residential experience. He is adept in performing electrical installations, maintenance and repairs in homes, schools, hospitals and plant facilities; knowledgeable in all areas of the national electrical code; and excels in analyzing and solving problems with various electrical controls and systems. His experience includes electrical systems and controls, installations and maintenance, electromechanical repairs, blueprints, schematics, generators, transformers, switches, circuit breakers, electrical code, safety, wiring diagrams, troubleshooting, testing instruments, motors and conduit.

Mr. Counce served as journeyman electrician or apprentice on more than 100 new home construction projects as well as dozens of major commercial projects. He earned a reputation for expertise in complex troubleshooting and problem resolution. He also gained extensive experience in analyzing and following manuals, schematic diagrams, blueprints and other specifications and mastering the use of measuring/testing instruments such as ammeters, ohmmeters, voltmeters and testing lamps.



Patrick Palafox
Senior Public Works Inspector

OSHA 10 Certification

Mr. Palafox has 9 years working with TKE with nearly 18 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 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, municipal agencies, Rubidoux Community Services District, and the City of Highland. 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.



Brad Enscoe
Senior Public Works Inspector

OSHA 30 Certified

16HR QSP Training Seminar

Mr. Enscoe has 18 years working with TKE providing public works construction inspection services. Recently, Mr. Enscoe is providing

on-call inspection services to the City of Calimesa for developer installed housing projects as well as street, drainage, and sewer improvements to the Cities of 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).



Tyler Ault
Senior Public Works Inspector

**Confined Space Training
NUCA Excavation Safety &
Competent Person Certified**

Mr. Ault joined TKE 3 years ago with 4 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.

EXHIBIT B

SCHEDULE OF BILLING RATES



RATE SCHEDULE 2023- 2024

	HOURLY RATE
Principal in Charge ..	\$180.00
Project Manager/Construction Manager/Licensed Surveyor	\$170.00
Traffic Engineer (TE)	\$160.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker ...	\$160.00
Assistant Project Manager/Associate Engineer ..	\$150.00
Assistant Engineer/Plan Checker/Designer	\$140.00
AutoCAD Technician	\$130.00
Engineering Technician	\$100.00
Clerical	\$ 90.00
Forensic Engineering	\$275.00
Expert Witness Testimony	\$375.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	\$250.00
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CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	\$130.00
Construction Inspector (Prevailing Wage)	\$120.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service ..	Cost + 10%
Special Subconsultant Services ...	Cost + 10%

Consultant shall provide written notice to City of annual rate updates during the course of this Agreement, prior to such rates becoming effective. Annual rate increases shall not exceed five percent of the rates in effect immediately prior to such increase. Any and all fees, costs, expenses, reimbursements, or other charges of any nature whatsoever require prior written approval of City.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.

- A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

- B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented

vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

- D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
 - E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees, or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements 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 subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess/umbrella liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as additional insureds under such policies.
 - C. Primary and Non-Contributory. Consultant's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to the City, its City Council, boards and commissions, officers, agents, volunteers and employees. All liability coverage shall apply on a primary

basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. All of the executed documents referenced in this Contract must be returned to City within ten (10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Consultant ninety (90) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage,

subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.