

**AGREEMENT WITH TKE ENGINEERING, INC. TO PROVIDE ON-CALL ENGINEERING  
PLAN CHECK SERVICES FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 16th day of July, 2024 by and between TKE Engineering, Inc., a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. On March 19, 2024, the City issued Request for Proposal (“RFP”) No. 24-035, by which it sought qualified firms to provide on-call engineering plan check services for the City’s Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 24-035.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional engineering firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 24-035, which is attached as **Exhibit A**, and as more specifically delineated in Contractor’s proposal, which is attached as **Exhibit B** and incorporated in full.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit C**. Contractor is one of five (5) contractors selected to provide engineering plan check services on an on-call basis under RFP 24-035. The total annual compensation for the services provided by all such contractors selected under RFP 24-035 shall not exceed the aggregate amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000). The total aggregate amount to be expended by all such contractors during the full term of the Agreement, including extension periods, if any, shall not exceed One Million Five Hundred Thousand Dollars and Zero Cents (**\$1,500,000**).
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper

invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above for an initial three year term and terminate on June 30, 2027, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for a single, two-year extension upon a writing executed by the City Manager and City Attorney.

### **4. PREVAILING WAGES**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not

be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## 7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below for the entire Term of this Agreement against claims for injuries to persons or damage to property which may arise from or in connection with services, products and materials supplied to City. Total cost of such insurance shall be borne by Contractor.

### a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate. Required policy limits can be met with primary and umbrella/excess insurance policies.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1) with a limit no less than **\$1,000,000** combined single limits.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability Insurance:** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.
5. **Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its City Council, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Contractor's CGL, Professional Liability, and Automobile Liability policies, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

3. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. **Severability of Interest:** A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
6. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
8. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis: (1) the Retroactive Date must be shown and must be before the date of the contract; (2) Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of three years after completion of work.
9. **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

11. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **8. INDEMNIFICATION**

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

## **10. RECORDS**

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

shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **11. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. NON-DISCRIMINATION**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

## **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

## **16. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## **17. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **18. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **19. PROFESSIONAL LICENSES**

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be

cause for termination of this Agreement.

## **20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

## **21. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-647-5635

To Contractor:

Terry Renner, PE, PLS, QSD  
2305 Chicago Avenue  
Riverside, CA 92507  
trenner@tkeengineering.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication

shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**


**CITY OF SANTA ANA**

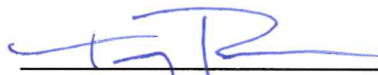
\_\_\_\_\_  
Jennifer L. Hall  
Clerk of the Council

\_\_\_\_\_  
Alvaro Nuñez  
Acting City Manager

**APPROVED AS TO FORM:**  
SONIA R. CARVALHO  
City Attorney

**TKE ENGINEERING, INC:**

By:   
\_\_\_\_\_  
Kyle Nellesen  
Assistant City Attorney

  
\_\_\_\_\_  
Name: Terry Renner  
Title: Senior Vice President

**RECOMMENDED FOR APPROVAL:**

**Nabil Saba** Digitally signed by Nabil Saba  
Date: 2024.07.02 11:31:24 -07'00'  
\_\_\_\_\_  
Nabil Saba  
Executive Director  
Public Works Agency

## EXHIBIT A - SCOPE OF WORK

### **Appendix ATTACHMENT 1 SCOPE OF WORK**

#### **CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR ON-CALL ENGINEERING PLAN CHECK SERVICES RFP NO. 24-035**

### **INTRODUCTION**

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.5 square miles and a population of over 325,000 people.

The City of Santa Ana intends to retain Civil Engineering Consultants on an as-needed or "on-call" basis. A Professional Services Agreement will be entered into with several of the qualified firms Civil Engineering consultant(s) to provide plan check services for a variety of projects on an on-call, as-needed basis, the selected firm(s) may later be asked to provide professional engineering services proposals on specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

In general, work consists of Public Works Engineering plan check services. The plan check may include street improvement plans, grading plans, water quality management plans, storm drain improvement plans, signing and striping plans, traffic studies, traffic signal plans, signal modifications, street lighting plans, traffic control plans, landscape and irrigation plans, land survey documents such as: tract maps, parcel maps, dedication legal description.

In the past, the City has utilized professional and administrative staff on as needed basis to meet the goals and objectives of the City in the delivery of quality and on time services. The staff services are an extension to the current workforce and work in conjunction to better serve and complement the needs of the Public Works Agency.

In summary, the City of Santa Ana is soliciting proposals from qualified firms to provide engineering and survey plan check services for Public Works. This request for proposal (RFP) provides interested qualified firms with the information enabling them to submit a Service Bid Proposal and to provide the services described herein. The City may select up to five (5) consultants to provide the services described herein.

### **Description of Work:**

On as needed basis, the Consultant/s will provide the City with engineering and land surveying plan check services to the Public Work Department. The work consists of general engineering plan check for offsite improvements related to land development projects in the City.

The various plan check services will be for the following areas, including but not limited to:

- Street Improvement Plans
- Grading Plans
- Water Quality Management Plans
- Geotechnical Reports
- Land Surveying
- Legal Description of Dedication
- Final Map Plan Check
- Landscape Architectural and Irrigation
- Environmental
- Transportation/Traffic Studies
- Signing and Striping Plans
- Traffic Signal Plans
- Street Lighting Plans

In addition to general engineering design projects Consultants may be asked to perform the duties of the City Land Surveyor and sign Final Maps.

**Consultant Responsibilities:**

On an as-needed basis, the Consultant(s) will be requested to conduct plan review services for the City, whether through paper submissions or electronic plan review. The City is currently using ProjectDox as its online/electronic plan review platform, and it is required that the Consultant(s) familiarize themselves with this software and any other software the City might use in the future.

The City of Santa Ana is dedicated to enhancing the customer experience throughout the plan review process. To achieve this, the City has established a guideline ensuring that the initial plan review will be completed within a maximum of four weeks, followed by a two-week period for the second review, and a one-week turnaround time for any further reviews if necessary.

Consultant(s) are required to deliver weekly updates to the City staff, detailing the progress of the plan review, the anticipated completion date, and the hours dedicated to the plan check. Consultants must present their comments to applicants in a list format, as an independent document, which could be easily understood and interpreted on its own. It is essential that Consultants offer clear, detailed comments designed to assist the applicant in achieving plan approval with minimal resubmissions.

Consultants(s) are required to provide monthly invoices for the hours dedicated reviewing plans.

The City reserves the right to interview any of the plan checkers, or other staff, prior to allowing plan check services. Registered Professional Engineers and Licensed Land Surveyors may be required to sign plans, specifications and contract legal documents.

### **Sample Fee Proposal**

Consultant shall submit a fee proposal as described below. The proposal will be used for fee comparison and evaluation purposes.

The proposer shall complete this form and include it along with the billing rates breakdown. This schedule will be used to identify different plan check hourly rate for each different type of plan check. Consultants are to identify their own staff to review different plan types, but only provide to the City an overall hourly rate for each different plan check type. This will only be used for comparison purposes and may be changed if agreed upon by both parties.

<b>PROPOSER FEE RATE SCHEDULE</b>
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<b><u>TITLE</u></b>	<b>COMPANY NAME (date)</b>	<b><u>BILLING RATE</u></b>
Street Improvement Plan		\$
Grading Plan		\$
Water Quality Management Plan (WQMP)		\$
Geotechnical Report		\$
Land Surveying Documents		\$
Legal Description of Dedication		\$
Landscape Irrigation Plans		\$
Environmental Documents		\$
Transportation/Traffic Studies		\$
Signing and Striping Plans		\$
Traffic Signal Plans		\$
Street Lighting Plans		\$
Miscellaneous Plan Check		\$

Furthermore, this fee proposal will become part of Exhibit B of the Contract Agreement and will be used to compare with an actual work request.

# REQUEST for PROPOSAL

ON-CALL ENGINEERING PLAN CHECK SERVICES  
RFP NO.:24-035

for:

**CITY OF SANTA ANA**  
Public Works Agency  
Attn: Ehab Elias,  
Senior Civil Engineer  
20 Civic Center Plaza  
Santa Ana, CA 92701



**April 3, 2024**  
**2:00 p.m.**

Prepared by:



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

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## Fee Proposal (Submitted Separately)

## Certifications

**Attachment 3-1** | Non-Collusion Affidavit

**Attachment 3-2** | Non-Lobbying Certification

**Attachment 3-3** | Non-Discrimination Certification

**Attachment 3-3** | Fleet Compliance Certification



### Prepared for:

City of Santa Ana  
Public Works Agency  
20 Civic Center Plaza  
Santa Ana, CA 92701

**Contact:** Ehab Elias  
Senior Civil Engineer

**Phone:** (714)647-5627

**Email:** EElias@santa-ana.org

### 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



Ehab Elias  
Senior Civil Engineer  
**City of Santa Ana**  
20 Civic Center Plaza, M-36  
Santa Ana, CA 92701

**Subject: Request for Proposal for On-Call Plan Checking Services**

Dear Mr. Elias:

Thank you for the opportunity to present our proposal as a response to the Request for Proposal On-Call Engineering Plan Check Services for the City. TKE is enthusiastic about the opportunity to assist the City with these services. Our proposal enclosed herein, outlines TKE Engineering, Inc's (TKE) qualifications to provide the requested services to the City of Santa Ana (City). TKE is a full service, multi-disciplinary consulting firm highly qualified to perform any and all City services required to successfully complete the City's CIP development projects. We are enthusiastic about the opportunity to assist the City and aware of the City's needs for immediate assistance.

Why should the City choose TKE to provide the requested services? Please consider the following:

- A. Firm Identification** - Founded in 2000, TKE is a California Corporation, is a full service, multi-disciplinary consulting corporation located at 2305 Chicago Avenue, Riverside, California 92507 and can be found online at [www.tkeengineering.com](http://www.tkeengineering.com) and our Federal Tax ID Number is 33-0918894. We have 24 years of experience with providing plan and map checking, as well as, on-call engineering services to public agencies and are highly qualified to perform the services necessary for project delivery.
- B. Names and Titles of Principal Owners**- TKE Engineering Inc. has 3 principal owners, Michael P. Thornton, P.E., P.L.S., M.S. who is President of TKE, Terry Renner, P.E., L.S., Q.S.D., who is the Senior Vice President of TKE, and Steven W. Ledbetter, P.E. who is the Vice President of TKE.
- C. Authorized Personnel** - Terry Renner, P.E., P.L.S., Q.S.D., Project Manager, is an authorized to negotiate and execute an agreement with the City on behalf of TKE. He will be TKE's contact person for the duration of the proposal evaluation and contract. He can be reached by telephone at (951) 680-0440 and e-mail at [trenner@tkeengineering.com](mailto:trenner@tkeengineering.com).
- D. Company History, Experience, and Years in Business** - TKE was established with the goal of providing turnkey services for municipal land development and public works projects in order to benefit our community. As a result of the focus of the firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of services. We are a highly motivated, dynamic firm with the goal of being the City's preferred consultant. As a firm dedicated to public service, TKE's experience is exclusively related to review of development projects and publicly funded public works projects and we thoroughly understand all related requirements to protect the City's interests and avoids any conflicts of interest. TKE has been providing professional plan check services to numerous municipalities and cities for the past 24 years. As such, we have a thorough knowledge of the City's standards and requirements.
- E. Current Number of Employees, Key personnel** – TKE Engineering currently employs 53 Professional Engineers, Plan Checkers, Traffic Engineers, Surveyors, Inspectors, Designers, Project Managers, and Support Staff. Mr. Renner will be overseeing and managing the work of our key personnel, each of whom have extensive experience providing plan check and related engineering services. Justin Schlaefli, P.E., T.E., P.T.O.E., Steve Nix, P.E., P.L.S., Brian Wolfe, P.E., Monae Pugh, and Ron Musser, P.L.S. are TKE's proposed Senior Plan Check Engineers.

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

Sincerely,



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



## TKE Engineering, Inc. | AT A GLANCE

**On-Call Contracts**

TKE currently provides Plan Checking, Map Checking, Traffic Engineering, Engineering, Project Support, and Survey services for more than 30 Cities / Counties / Districts throughout Southern California

**City/District Surveyor**

City/District Surveyor in 9 Cities/Districts.

**Traffic Engineering**

Traffic Engineer in 6 Cities/Districts.

**City/District Engineer**

City Engineer in 5 Cities/Districts

**Size of Organization**

53 Professional Engineers, Plan Checkers, Traffic Engineers, Surveyors, Inspectors, Designers, Project Managers, and Support Staff

**Headquarters Office**

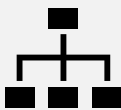
TKE Engineering, Inc.  
2305 Chicago Avenue  
Riverside, CA 92507

**Years in Business**

TKE has conducted business for the past 24 years and has 24 years of experience in providing plan checking services for public clients.

**Company Structure**

TKE is a California Corporation founded in June 2000. TKE has no affiliates or subsidiary companies. California Business License Number: 00109901. TKE DIR No. 1000413173

**Firm Owners**

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

**City of Santa Ana Point of Contact**

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

**SECTION B | CONTRACT AGREEMENT STATEMENT**

TKE has no exceptions or restrictions to the City of Santa Ana's Professional Service Agreement.

**SECTION C | FIRM & TEAM EXPERIENCE****FIRM BACKGROUND**

TKE Engineering, Inc. (TKE), a California Corporation, was established in June 2000, and in the last 24 years has developed into one of Southern California's premier full-service consulting engineering firms. TKE was established with the goal of providing turnkey services for municipal agencies in order to benefit our community. As a result of the focus of a firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and, overall quality of work. We are a highly motivated, dynamic firm with the goal of being your preferred consultant.

TKE provides turnkey plan/map checking services for developer and capital improvement projects to numerous municipalities. The municipal services provided by our firm include Plan and Map Checking, Traffic Engineering, Surveying, Inspection, and Project Management and Construction Management services. Our wide range of services provides our team with an intimate knowledge and experience of the common pitfalls for each project variation and our plan checkers ensure developer and City projects do not fall into the same situations.

TKE's primary office is located in a business owned 7,000 square foot office building at 2305 Chicago Avenue in Riverside. TKE currently maintains a staff of 53 plan and map checkers, project managers, engineers, traffic engineers, surveyors, drafters, inspections, and clerical personnel.

TKE Engineering, Inc. continues to be the preferred consultant for a number of our clients across Los Angeles, Orange, Riverside and San Bernardino counties because our Team of licensed experts have built strong working relationships through strategic collaboration, implementation of industry best practices and lessons learned on each project; ultimately resulting in successful project completion to our clients' satisfaction. Our Team has the capabilities and capacities to support the City of Santa Ana in addressing its strategic issues by achieving the following:

- △ Support and uphold a Positive City Image through submission of consistently thorough and compliant plan checks
- △ Demonstrating Exemplary Leadership by holding ourselves accountable to delivering quality services
- △ Offering Public Service Excellence through further development of a strong working partnership with the City so we may best understand how to provide necessary services that are of high priority

### TEAM EXPERIENCE

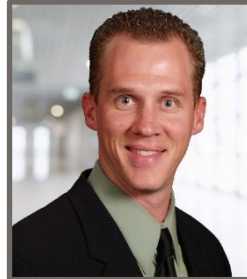
TKE's key staff assigned to perform the services required are identified and discussed in detail within the following section. As discussed previously, TKE currently maintains a staff of 53 personnel who are highly qualified to assist with any of the required services for this contract.

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 have several 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 of our clients' needs. TKE trains our staff on every facet of engineering design and construction to provide a level of knowledge that can identify problems in every phase of a project, from planning through construction and peer review/plan checking.

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 miscellaneous consulting and plan checking 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.  
Project Manager

R.C.E. No. 69984

P.L.S. No. 9762

Q.S.D. Certification No. 24329

Mr. Renner has 24 years of engineering and surveying experience and also has experience as a Plan Checker and Project Manager. Mr. Renner is a Registered Civil Engineer and licensed Land Surveyor in the State of California. He has extensive experience in the design and construction of public works improvement projects, including plan checking, project management, design engineering, construction management and surveying services. In addition, as detailed on Mr. Renner's resume, he has experience with drainage studies preparation, design and construction engineering for street, sewer and drainage system improvement projects. Mr. Renner is well trained in the use of computerized drawing software. He will assist with various tasks throughout the course of providing engineering services, such as base construction drawings, design and construction estimates.

Mr. Renner's role on the team will be to manage plan checking duties, compliance with standards and regulations and perform quality assurance and quality control on all documents.



Justin Schlaefli, P.E., T.E.,  
P.T.O.E.  
Traffic Engineer

R.C.E. No. 69984

Justin has 22 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, Traffic Engineering and Traffic Operations. He has experience working on both public sector projects as well as private sector development. His experience ranges from construction management and inspection to operations and maintenance. 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. In addition, Justin has served as a subject matter expert in court, for the State of California and for vendors in the transportation industry. He is also a proud alumnus of San Diego State University where he has been a guest lecturer and has taught Transportation Engineering, helping to mentor the next generation in his field.



Steve Nix, P.E., P.L.S.  
Senior Plan Check Engineer

R.C.E. No. 56810

P.L.S. No. 8146

Mr. Nix, has over 39 years of experience in engineering planning, design, and construction management for public works projects. Mr. Nix has served several cities as it's resident engineer and other capacities including City of Chino, City of Chino Hills, City of Montclair, City of Ontario, City of Fontana, City of Riverside, and Chino Basin Municipal Water District in both the public and private sectors. He has served the City of Upland as the Sanitary Sewer Specialist and East Valley Water District as the Director of Engineering and Operations. His experience includes design and construction management of all types of civil engineering projects ranging from single and multi-family residential, commercial and industrial development projects, public works projects including street, sewer, water, storm drain improvements, water wells construction including wellhead treatment, sewage and water pump stations, water reservoirs as well as sewage treatment and transmission



Brian Wolfe, P.E.  
Senior Plan Check Engineer

R.C.E. 69109

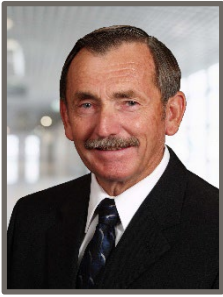
Brian Wolfe has over 20 years of experience in civil engineering and land surveying for both private and public sectors of the industry. His experience in design, construction and plan checking includes a variety of improvement projects such as street improvements, pavement rehabilitation, signing and striping, precise grading, water mains, demolition, reservoir rehabilitation, and sewer mains. He has provided staff augmentation, capital improvement design, construction management and plan checking services for several Southern California public agencies including 5 years with the City of Adelanto. His experience also includes public works construction inspection, legal descriptions for easements, topographic surveying and construction surveying.

Many of his projects involved ADA accessible pathways and grant funding management such as Safe Routes to Schools and Community Development Block Grant (CDBG) improvements. Mr. Wolfe is also well versed in traffic calming, bicycle facility design, warrant analysis and temporary traffic control. Previous traffic engineering duties included close collaboration with City Police Departments to resolve parking violation enforcement issues and increasing traffic safety.



Monae Pugh  
Senior Plan Check Engineer

Monae Pugh has over 32 years of Municipal and Public Agency engineering experience with a wide range of responsibilities and projects emphasizing the discipline of Transportation and Traffic Engineering. Her most recent experience includes management of both Land Development and Traffic Engineering Departments for the City of Fontana. Prior experience includes over 17 years in the County of Riverside Traffic Engineering Department. She is a Certified Grant Writer through Cal State San Bernardino Certification Program and has secured multiple Transportation grants for a wide variety of infrastructure projects.



Ron Musser, P.L.S.  
Director of Survey

P.L.S. No. 4230

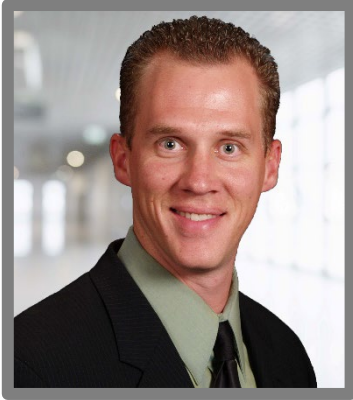
Mr. Musser has over 50 years of experience in performing field and office surveying services for public and private projects including design surveys and right-of-way acquisition projects. Prior to joining TKE Engineering, Inc., Mr. Musser worked at the County of Riverside as a County Surveyor for nearly 22 years providing mapping, easement document preparation, field surveying and calculations support for hundreds of projects. He has prepared records of survey, parcel maps, tract maps, right-of-way and easement documents 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.

TKE's professional team is supported by 53 engineering assistants, surveying assistants, and administrative staff. Corporate resumes along with an organizational chart for the entire team are presented on the following pages.

ORGANIZATION CHART, TIME AVAILABILITY & RESUMES

The following pages includes our firm's organization chart, time availability and resumes of our key personnel. TKE can furnish additional resumes for any support staff needed to accomplish the work under this contract.



RESUMES

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

### Project Manager

TKE Engineering, Inc.

### EDUCATION

BS, Civil Engineering, California  
 State Polytechnic University,  
 Pomona

### REGISTRATIONS

P.E. License Number 69984 (CA)  
 Qualified SWPPP Developer and  
 Practitioner #24329  
 P.L.S. 9762

### CERTIFICATIONS

Caltrans SWPPP Certified

### AFFILIATIONS

American Public Works  
 Association  
 American Council of Engineering  
 Companies of California

Mr. Renner is the Senior Vice President of TKE and has over 23 years of experience in civil engineering design, plan checking, project management and construction management of both development and public works infrastructure projects, including grading improvements, street and transportation improvements, drainage improvements, water improvements, sewer improvements, facilities improvements and recreation improvements. He currently provides plan checking services for the cities of Calimesa, Upland, Wildomar, Highland, and El Monte. He has managed plan check work on a variety of development projects including small to very large projects as the municipal agency's technical review staff. He has provided management of development project screen checks, responses to development community inquiries, acceptance of submittals on behalf of agencies, determination of project impacts, development conditions of approval, presentation of projects to planning commissions, preparation of council agenda reports, performed plan checking as well as many other municipal development related services. 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.

### DETAILED PROJECT EXPERIENCE

- **TM 18249; Upland Crossing; Eleventh Street, City of Upland, CA** – Mr. Renner was responsible for water, sewer, drainage, street, grading and water quality management plan check services on a 16 acre, 125 lot, single family development project.
- **Tract 18274; Upland Crossing College Heights Basin, City of Upland, CA** – Mr. Renner was responsible for water, sewer, drainage, street, grading and water quality management plan check services on a 12-acre, high density development project.
- **TTM 18697, City of Upland, CA** – Mr. Renner was responsible for water, sewer, drainage, street, grading and water quality management plan check services on a 10-acre, 209-unit mixed use development project.
- **TTM 18951, City of Upland, CA** – Mr. Renner was responsible for water, sewer, drainage, street, grading and water quality management plan check services on a 4-acre, 78-unit high density development project.
- **TTM 15461, City of Upland, CA** – Mr. Renner was responsible for sewer, street, and grading plan check services on a one-unit single family residential development project.
- **TTM 26811 Singleton Road, Mastercraft Development, City of Calimesa, CA** – Mr. Renner was responsible for precise grading plan check services on the 200-lot subdivision.
- **TTM 30386 Bryant Street, City of Calimesa, CA** – Mr. Renner was responsible for street and storm drain, grading and signing and striping plan check services on the 400-lot subdivision.



## JUSTIN P. SCHLAEFLI, P.E., T.E., PTOE

**Traffic Engineer**

TKE Engineering, Inc.

### EDUCATION

B.S., Civil Engineering, San Diego State University

M.S., Civil Engineering, Norwich University

### CERTIFICATIONS

P.E. License Number 74670 (CA)

T.E. License Number 2564 (CA)

### REGISTRATIONS

Professional Traffic Operations Engineer  
 IMSA Level II Signal Technician — Field  
 Certified Fiber Optic Technician

### AFFILIATIONS

Former Second Vice President, San Diego Highway Development Association  
 Member National Academy of Sciences, Transportation Research Board

Justin has 21 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. His experience ranges from construction management and inspection to operations and maintenance. 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. In addition, Justin has served as a subject matter expert in court, for the State of California and for vendors in the transportation industry. He is also a proud alumnus of San Diego State University where he has served as a guest lecturer and adjunct faculty teaching Transportation Engineering and helping to mentor the next generation in his field.

Through his career, Justin Schlaefli has accumulated truly unique experience in Traffic Engineering. For example, Justin has served as an expert for the State Board of Professional Engineers with respect to creation of the Traffic Engineer license exam. In addition, Justin has served as a qualified expert witness for the US Attorney's office in cases involving traffic accidents and traffic signal timing. In addition, Justin has completed hundreds of traffic and safety studies throughout his career including substantial CEQA/NEPA work. Finally, Justin has overseen design/build projects for signal modification and ITS improvements including projects in Caltrans jurisdiction and involving multi-agency coordination.

### DETAILED PROJECT EXPERIENCE

- **City Traffic Engineering, Various Cities, CA** - Mr. Schlaefli provided on-call traffic engineering services to various Cities. He is currently responsible to review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation, and certifications, and school zone analysis. While providing these services to the City, Mr. Schlaefli has represented the City with other agencies, consultants and developers at numerous meeting, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.
- **On-Call Plan Checking, City of Pico Rivera, CA** - Mr. Schlaefli served as the Traffic Engineer. TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. In addition, TKE is performing plan check on several capital improvement projects within the City.

Member, Institute of  
Transportation Engineers

Vice President of Professional  
Development, San Diego State  
University Alumni Board of  
Advisors

Adjunct Faculty, San Diego State  
University

- **On-Call Plan Checking, City of Hesperia, CA** – Mr. Schlaefli served as the Traffic Engineer. TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. In addition, TKE is performing plan check on several capital improvement projects within the City.
- **On-Call Plan Checking, City of Highland, CA** - Mr. Schlaefli served as the Traffic Engineer. TKE provides on-call plan and map checking, civil engineering and inspection services to the City of Highland for Capital Improvement project coordination, planning and implementation. TKE is assisting the City Engineer with more than \$7 million in Capital Improvements Projects for the current fiscal year. TKE simultaneously prepared numerous grant applications, performed plan checking on CIP, represented the City with other agencies at various meetings, represented Engineering with the City's council and other public meetings, managed engineering budgets and project schedules, prepared and acquired right-of-way, managed funding programs, provided construction management and inspection services, as well as public relations and various related work.
- **On-Call Plan Checking, City of Calimesa, CA** - Mr. Schlaefli served as the Traffic Engineer. TKE provides on-call plan and map checking services to the City of Calimesa. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City.



## STEVE NIX, P.E., P.L.S.

### Senior Plan Check Engineer

TKE Engineering, Inc.

#### EDUCATION

Chaffey College

#### REGISTRATIONS

P.E. License Number 56810  
(CA)

L.S. License Number 8146  
(CA)

#### AFFILIATIONS

Riverside-San Bernardino  
Counties Branch, American  
Society of Civil Engineers  
(ASCE)  
American Public Works  
Association (APWA)

Mr. Nix, has over 39 years of experience as a Civil Engineer. He has worked on a variety of development projects, ranging in size from small to very large, as the municipal agency's technical review staff. He has provided development project screen checks, responded to development community inquiries, accepted submittals on behalf of agencies, determined project impacts, developed conditions of approval, presented projects to planning commissions, prepared council agenda reports, performed plan checks, seamlessly executed the entitlement process, as well as many other municipal development services. His experience includes survey, design and construction management of all types of civil engineering projects ranging from single and multi-family residential, commercial and industrial development projects, public works projects including street, sewer, water, storm drain improvements, water wells construction including wellhead treatment, sewage and water pump stations, water reservoirs as well as sewage treatment and transmission

#### DETAILED PROJECT EXPERIENCE

- **On-Call Plan and Map Checking Services, Various Cities-** Mr. Nix has provided on-call plan checking services to several local Southern California Cities. His experience includes providing plan checking services for several small and large tract developments, single family residential units, and commercial retail centers. His services have included development project screen checks, responding to development community inquiries, performing plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans, as well as conducting all facets of municipal development related services.
- **Director of Public Works, City of Montclair-** Mr. Nix served as Director of Public Works for the City of Montclair. His project. experience includes wet utility relocations necessary to support the extension of the Metro Rail from San Bernardino to Redlands and the Central Avenue Rehabilitation Project between Phillips Blvd and Arrow Route in the City of Montclair. He also provided contract support for plan check services for all Development Projects within the City of Montclair. This included review of entitlement processing and review of all improvements plans and mapping needed to facilitate new development projects, he also provided design, QA/QC and shop drawing review required for Land Development projects.
- **Director of Engineering and Operations, East Valley Water District, City of Highland-** Mr. Nix served as the Director of Engineering and Operations for the East Valley Water District. He was responsible for daily operations and managing the Capital Improvement Program which averages \$5-6M of improvements to District facilities per year. The Operations Division included both water and wastewater and served approximately 102,000 residents within City of Highland and portions of both City and County of San Bernardino. The Water Division also operates a 8 MGD surface water treatment plant which provides about 1/3 of the potable water used within the District.



**BRIAN D.  
WOLFE, P.E.**

**Senior Plan Check  
Engineer**

TKE Engineering, Inc.

#### EDUCATION

M.S. Civil Engineering,  
California State Polytechnic  
University, Pomona

B.S. Civil Engineering,  
California State Polytechnic  
University, Pomona

#### REGISTRATIONS

P.E. License Number 69109  
(CA)

#### AFFILIATIONS

American Society of Civil  
Engineers (ASCE)  
Past-President, San  
Bernardino/Riverside County  
Branch

Brian Wolfe has over 20 years of experience in civil engineering and land surveying for both private and public sectors of the industry. His experience in design, construction and plan checking includes a variety of improvement projects such as street improvements, pavement rehabilitation, signing and striping, precise grading, water mains, demolition, reservoir rehabilitation, and sewer mains. He has provided staff augmentation, capital improvement design, construction management and plan checking services for several Southern California public agencies including 5 years with the City of Adelanto. His experience also includes public works construction inspection, legal descriptions for easements, topographic surveying and construction surveying.

Many of his projects involved ADA accessible pathways and grant funding management such as Safe Routes to Schools and Community Development Block Grant (CDBG) improvements. Mr. Wolfe is also well versed in traffic calming, bicycle facility design, warrant analysis and temporary traffic control. Previous traffic engineering duties included close collaboration with City Police Departments to resolve parking violation enforcement issues and increasing traffic safety.

Mr. Wolfe has written and presented many staff reports for recommend action to commissions as well as contract awards for City council. Recommended action often required close coordination with the public and businesses. Mr. Wolfe has represented the city at numerous regional meetings with SBCTA and Caltrans.

#### DETAILED PROJECT EXPERIENCE

- **On-Call Plan and Map Checking Services, Various Cities-** Mr. Wolfe has provided on-call plan checking services to several local Southern California Cities. His experience includes providing plan checking services for several small and large tract developments, single family residential units, and commercial retail centers. His services have included development project screen checks, responding to development community inquiries, performing plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans, as well as conducting all facets of municipal development related services.
- **City Engineering Services, City of Adelanto –** Mr. Wolfe provided full time civil engineering services to the city, as the City Engineer. While providing these services to the city, he has represented the city with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, and he has managed infrastructure development projects.
- **Tract 20017; Spanish Trails, City of Upland-** Mr. Wolfe was responsible for water, sewer, drainage, street, WQMP, SWPPP and grading plan check services on a 4.75-acre, residential development project.



## MONAE PUGH

### Senior Plan Check Engineer

TKE Engineering, Inc.

#### EDUCATION

UC Berkley Institute of Transportation Engineers

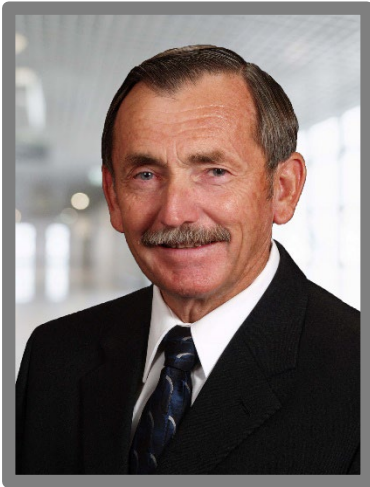
#### AFFILIATIONS

Institute of Transportation Engineers

Ms. Pugh has over 32 years of Municipal and Public Agency engineering experience with a wide range of responsibilities and projects emphasizing the discipline of Transportation and Traffic Engineering. Her most recent experience includes management of both Land Development and Traffic Engineering Departments for the City of Fontana. Prior experience includes over 17 years in the County of Riverside Traffic Engineering Department. Ms. Pugh has actively pursued continuing education throughout her career through U.C. Berkley extension courses offered by the Institute of Transportation Studies and couples this with functional engineering experience. She is a Certified Grant Writer through Cal State San Bernardino Certification Program and has secured multiple Transportation grants for a wide variety of infrastructure projects.

#### DETAILED PROJECT EXPERIENCE

- **City of Hesperia Traffic Engineering** – Ms. Pugh provides on-call traffic engineering services to the City. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis. While providing these services to the City, Ms. Pugh has represented the City with other agencies, consultants and developers at numerous meeting, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.
- **City of Corona Traffic Engineering Services** – Ms. Pugh provides on-call traffic engineering services to the City of Corona. She managed numerous in-house traffic signal designs, reviewed developer submitted traffic impact reports, provide plan checking on traffic control plans submitted for developer projects and capital improvement projects. While providing these services to the City, Ms. Pugh has represented the City during meetings with City consultants and developers, managed engineering budgets and project schedules, and various related work.
- **City of Calimesa Traffic Engineering** – Ms. Pugh provide on-call traffic engineering services to the City. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis.



RON  
MUSSEY,  
P.L.S.

Director of Surveys

TKE Engineering, Inc.

#### REGISTRATIONS

P.L.S. License Number (CA): 4230

Mr. Musser has over 52 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 10 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. Mr. Musser currently provides map checking services to the cities of Calimesa, Upland, Azusa, Pico Rivera and El Monte.

#### DETAILED PROJECT EXPERIENCE

- **On-Call Survey and Map Checking Services, City of Calimesa, CA** - Mr. Musser provides on-call map checking services to the City of Calimesa. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Survey and Map Checking Services, City of Hesperia, CA** - Mr. Musser provides on-call map checking services to the City of Hesperia. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Map Checking Services, City of Upland, CA** - Mr. Musser provides on-call map checking services to the City of Upland. Mr. Musser is providing map checking services for several tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.

## SECTION D | UNDERSTANDING OF NEED

### PROJECT UNDERSTANDING

The City desires to retain a highly qualified Civil Engineering Consultant on an as-needed basis to provide Plan Check Services. TKE recognizes the City's need for plan check services for street improvement plans, grading plans, water quality management plans, storm drain improvement plans, signing and striping plans, traffic studies, traffic signal plans, signal modifications, street lighting plans, traffic control plans, landscape and irrigation plans, land survey documents such as: tract maps, parcel, dedication legal description. TKE staff is prepared to immediately mobilize and begin providing the required services and related engineering assistance for all plan check services of the City's project needs.

### PROJECT APPROACH

TKE and the City have a common goal, successful project delivery. Our definition of successful project delivery is:

- △ Project completion that protects City interests
- △ Project completion that meets all project requirements
- △ Project completion within budget
- △ Project completion on schedule

Our goal is not limited to project processing only, but includes the incorporation of value engineering and constructability review. Through the evaluation and management of specific alternatives, we will facilitate the delivery of the most cost-effective project alternative that meets design requirements and will provide for the greatest opportunity for expedited construction.

To achieve our goal, we approach our projects by first developing a project plan. Our project plan considers the major issues described below. Prior to beginning plan checking services, we would perform the following:

- △ Detailed Review of the Project
- △ Preliminary Research and Data Collection
- △ Client Inquiries
- △ Field Reconnaissance

We have identified the following key elements which are vital to quality plan check delivery:

### PROJECT MANAGEMENT

Project management will be an essential element in project delivery. Effective communications will lead to effective management. Management will include

weekly reviews of project budget and schedules and regular meetings with all project shareholders.

For all projects, either development or capital improvement, the most important aspect of management will be to ensure that the City's interest is protected to the maximum extent possible. Any deviation from standards and requirements will be referred to the Development Principal Engineer. TKE will implement direction given by City staff.

For development projects, project requirements and project schedule compliance will be important. Project requirements will be assessed by the plan checker and presented to the City's management staff (i.e. Development Principal Engineer). Upon receipt of direction from City administration, the Plan Checker will be responsible to verify that development is completed in compliance with those project requirements. TKE's effective project management techniques will ensure that compliance will occur.

For developers, time is money. For the City, development assists the City's economic engine. Therefore, maintaining the project schedule will be one of the most important tasks for the plan check process. Further, maintaining excellent communications will prevent any project processing misunderstandings leading to project delays. TKE management techniques will result in efficient project delivery.

TKE's management approach includes:

**Monthly Progress Reports** – TKE documents project progress for all plan check projects assigned to TKE by a comprehensive plan check summary log. The summary log includes project name and related number, plan description, plan check number, date of receipt, due date, return date and notes.

**Communication** – Communications with agencies' staff is another important component to effective project management. In addition to the monthly progress reports, TKE meets with clients as needed to ensure the projects are proceeding as anticipated. We document each discussion or meeting with notes and electronically mail them to the project team within three days of the meeting/conference indicating action items and a schedule for completion of these items.

**Record Keeping** – TKE keeps records in an organized filing system both in hard copy and electronic forms. This organized filing system allows TKE to access records immediately should they be needed.

**Meetings** – TKE meets with project stakeholders as needed. We meet with them upon request and throughout the course of plan checking to ensure all comments are properly addressed and considered in the project design. All meeting preparation (agendas, exhibits, slide shows, etc.) will be prepared by TKE for each meeting. Again, meetings will be documented. TKE has provided numerous meetings with other consultants and developers to adequately convey the City design requirements.

**Team Meeting** – Team meetings include all parties that have any interest in the project development. In particular, the City's Engineering and Public Works Departments will be a close working partner with TKE in determining plan check requirements and conditions for development and capital projects.

### REGULATORY, SUBDIVISION MAP ACT AND CITY STANDARDS COMPLIANCE

Another primary function of the Plan Checker is to verify compliance with all aspects of federal, state, and local laws as well as the subdivision map act and City standards. TKE is already well versed with federal, state and local development law and the map act requirements. Furthermore, TKE is extremely knowledgeable of City standards and will verify that all design related to engineering components are prepared in accordance with these requirements and standards.

### DIGITAL PLAN CHECKING

TKE is familiar with digital plan checking and equipped to provide digital plan checking services in two different manners. We are equipped with Blue Beam to provide fully digital plan checking services. With Blue Beam, the City and development community would also need to have the appropriate software and computer capabilities to process and review the plan checks. Many City's we currently provide plan checking services for are not yet equipped with these capabilities, therefore we provide another form of digital plan checking to accommodate such cities. For cities that are not capable of fully digital plan check services, we are able to accept a pdf submittal, review and print necessary plans in-house and provide pdf plan check plans and reports back to the City.

### COMMUNICATION

TKE provides effective project management of plan checking services to a variety of clients. We have successfully delivered plan and map checking services for extensive and highly visible developer and CIP street improvement, traffic improvement,

drainage improvement, water, wastewater and facility improvement projects for the Counties of San Bernardino and Riverside, Cities of Fullerton, Irvine, Diamond Bar, Eastvale, Upland, Fontana, Hesperia, Banning, Calimesa, Corona, Chino, Adelanto, Highland, Yucaipa, Rialto, Redlands, El Monte, Azusa, South El Monte, Wildomar, and Pico Rivera and for the San Bernardino Municipal Water Department, Western Municipal Water District, Rubidoux Community Services District, and Mission Springs Water District. TKE's approach has consistently allowed our partner agencies to fulfill their missions of delivering the best value for the public's investment.

## SECTION E | RELEVANT PROJECT EXPERIENCE

Project Title & Contact	Project Description	Services	Construction Cost & Date
<b>Pico Rivera On-Call Plan Checking Services</b> City of Pico Rivera Contact: Gene Edwards Phone: (562) 801-4225 Email: gedwards@pico-rivera.org	TKE provided on-call plan and map checking services to the City of Pico Rivera. TKE provided plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City..	Services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services. g.	N/A On-Going
<b>Highland On-Call Plan Checking Services</b> City of Highland Contact: Carlos Zamano Phone: (909) 864-6861 Email: czamano@cityofhighland.org	TKE provides on-call plan and map checking, civil engineering and inspection services to the City of Highland for Capital Improvement project coordination, planning and implementation. TKE is assisting the City Engineer with more than \$7 million in Capital Improvements Projects for the current fiscal year. TKE simultaneously prepared numerous grant applications, performed plan checking on CIP, represented the City with other agencies at various meetings, represented Engineering with the City's council and other public meetings, managed engineering budgets and project schedules, prepared and acquired right-of-way, managed funding programs, provided construction management and inspection services, as well as public relations and various related work.	Services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.	N/A On-Going
<b>Calimesa On-Call Plan Checking Services</b> City of Calimesa Contact: Will Kolbow Phone (909) 795-9801 Email: wkolbow@cityofcalimesa.net	TKE provides on-call plan and map checking services to the City of Calimesa. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City.	TKE provides on-call plan and map checking services to the City of Calimesa. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City.	N/A On-Going
<b>Hesperia On-Call Plan Checking Services</b> City of Hesperia, CA Contact: Nathan Freeman Phone: (760) 947-1000 Email: nfreeman@cityofhesperia.us	TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. In addition, TKE is performing plan check on several capital improvement projects within the City.	Services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.	N/A On-Going
<b>Colton On-Call Plan Checking Services</b> City of Colton Contact: Victor Ortiz, P.E Phone: (909) 514-4220 Email: vortiz@coltonca.gov	TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for the CalPortland/Colton Cement Plant development project, Agua Mansa Road Parcel Map 19741, 1350 Reche Canyon Road, and 1600 East Ashley Way Parcel Map 20080, all within the City. TKE has been providing plan and map checking services to the City since 2017.	Services included development project screen checks, response to development community inquiries, perform plan and map checking for grading, street, drainage, hydrology, and hydraulics, as well as many other municipal development related services.	N/A On-Going
<b>Wildomar On-Call Plan Checking Services</b> City of Wildomar, CA Contact: Dan York Phone: (951) 677-7751 ext. 226 Email: dyork@cityofwildomar.org	TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments and commercial retail centers within the City. TKE utilizes the City's online system (Citrix) for access and uploading of plan check documents.	Services included development project screen checks, response to development community inquiries, determine project impacts, develop conditions of approval, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans.	N/A On-Going

## SECTION F | REFERENCES

Please see Section E of the proposal for references for projects with public agencies. Due to the RFP page limit constraint for additional references, the City of Santa Ana can contact TKE for more information.

## SECTION G | SCOPE OF SERVICES & SCHEDULE

### SCOPE OF SERVICES

TKE's typical projected scope of services is presented in the following paragraphs:

#### DIGITAL AND STANDARD PLAN CHECKING SERVICES

- △ Street and Storm Drain Improvements
- △ Grading, Erosion Control and/or Drainage Plans
- △ Construction Detour Plans
- △ Striping and Signing Plans
- △ Traffic Signal Plans
- △ Water Improvement Plans
- △ Sewer Improvement Plans
- △ Street Lighting Plans
- △ Bridge or Retaining Wall Structures Not Under Building Permit Purview
- △ Consistency with Other Planned Improvements
- △ Final and Parcel Maps
- △ Easement Dedications
- △ Vacations Quitclaims
- △ Lot Line Adjustments
- △ Parcel Mergers
- △ Water Quality Management Plans

#### PLAN CHECK SUBMITTAL ITEMS AND REPORTS

- △ Road Structural Section Components
- △ Hydrology and Hydraulic Calculations and Reports
- △ Street Layout Design
- △ WQMP's
- △ Structure Calculations Not Under Building Permit Purview
- △ Traffic Reports or Studies
- △ Quantity Estimates
- △ Engineer's Cost Estimates
- △ Soils/Geological Reports
- △ Compliance With Current NPDES Permits

#### TECHNICAL SPECIFICATIONS FOR PROPOSED IMPROVEMENTS IN CITY ROAD RIGHT OF WAY

- △ Road Structural Section components
- △ Trench backfill and restoration
- △ Storm Drain line and appurtenances
- △ Traffic Signal components
- △ Signing and Striping

#### WORKFLOW METHODOLOGY

- △ Review for completeness of submittals
- △ Document submittal deficiencies and advise the City as necessary
- △ Identify any additional reference materials required for a thorough plan check such as related offsite improvement plans, studies or reports
- △ Conduct site visit as necessary

#### QUALITY ASSURANCE/ QUALITY CONTROL

TKE takes pride in its reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all service provided by TKE. Key components of the program include check lists, field reviews, and discussion with Client staff. High quality services yields the following tangible results:

- △ Ease of oversight
- △ Smoother processing
- △ Minimal delays in the bidding phase
- △ Healthy number of bidders
- △ Consistent bids
- △ Minimized construction support cost
- △ Absence of design-related change orders
- △ Reduced claims and dispute resolution costs

TKE believes that the most successful quality assurance program is one that is applied inherently throughout the entire process. This program requires not only formal procedures for checking, but encourages the conscientious effort of experienced people to always "think quality" in every task performed throughout the design process. This program has become a natural element in all aspects of TKE's management activities, and will guide all services provided by TKE.

Effective QA/QC includes:

- △ Staff training and development
- △ Assignment of experienced staff
- △ Continuity of staffing
- △ Project-specific work plan
- △ Schedule compliance



- △ Comprehensive field review and compilation of site data
- △ Established design procedures
- △ Established detailing standards
- △ Established checking procedures, including independent in-house QA/QC review
- △ Dual (independent) quantity estimates
- △ Review by Constructability expert

This Quality Assurance/Quality Control program is in place to ensure that services provided by TKE continues to exceed the standards of our clients and that we will deliver the process and project on schedule and within budget.

SCHEDULE

Below is an example of our schedule of deliverables for on-call engineering plan check projects.

Plan Check Type	First Submittal (14 Calendar Days)	Subsequent Submittals (7 Calendar Days)
	Personnel Hours Estimate	
Conditions Of Approval	8	2
Traffic Impact Analysis (TIA)	6	3
Parcel/Tract Map	20	8
Water Quality Management Plan	8	4
Hydrology/ Hydraulics Report	12	4
Geotechnical Report	4	1
Rough Grading Plans	8	4
Street Plans	16	8
Precise Grading Plan	16	8
Storm Drain Plans	16	8
Water Plans	12	4
Sewer Plans	12	4
Street Light Plans	4	2
Signing And Striping Plans	8	4
Landscape Plans	8	4
Traffic Signal Plans	4	2
Retaining Wall Plans	4	2
SWPPP	8	4

ATTACHMENT 3-1 | NON-COLLUSION AFFIDAVIT CERTIFICATION

**Appendix**  
**ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT**  
**CERTIFICATIONS**

NON-COLLUSION AFFIDAVIT  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed 

State of California  
County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SEE  
ATTACHED

Notary Public Signature

Notary Public Seal

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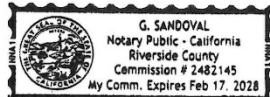
ATTACHMENT 3-1 | NON-COLLUSION AFFIDAVIT CERTIFICATION (CONT.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 2  
day of April, 2024, by Terry Penner

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

*[Handwritten Signature]*

ATTACHMENT 3-2 | NON-LOBBYING CERTIFICATION

**Appendix**  
**ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION**  
**CERTIFICATIONS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm TKE Engineering, Inc.  
 Signed and Printed Name: Terry Renner Terry Renner, P.E., P.L.S., Q.S.D.  
 Title Senior Vice President  
 Date 03/29/2024

ATTACHMENT 3-3 | NON-DISCRIMINATION CERTIFICATION

**Appendix**  
**ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION**  
**CERTIFICATIONS**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted


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ATTACHMENT 3-3 | NON-DISCRIMINATION CERTIFICATION (CONT)

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:   
 Title: Senior Vice President  
 Firm: TKE Engineering, Inc.  
 Date: 04/09/2024

ATTACHMENT 3-4 | FLEET COMPLIANCE CERTIFICATION

**Appendix**  
**ATTACHMENT 3-4: FLEET COMPLIANCE CERTIFICATION**  
**CERTIFICATIONS**

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☒ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: TKE Engineering, Inc.

Signature: 

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

Title: Senior Vice President

Date: 04/09/2024

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**ATTACHMENT 3-4 | FLEET COMPLIANCE CERTIFICATION (CONT.)**

TKE Engineering exclusively utilizes standard unleaded gasoline as the fuel source for all of its vehicles in operation.



Prepared By:



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

[www.TKEengineering.com](http://www.TKEengineering.com)

## EXHIBIT C - FEE PROPOSAL



**TIKE** ENGINEERING, INC.  
**RATE SCHEDULE**  
2023- 2024

	<b><u>HOURLY RATE</u></b>
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%