



Administrative Report

DISCUSSION ITEM

TO: HONORABLE CITY COUNCIL

FROM: Ben Harvey, City Manager
Lindy Palmer, Public Works Director

DATE PREPARED: June 13, 2024

MEETING DATE: June 25, 2024

SUBJECT: Award of Public Works Contract to Granite Construction Company and Award of Professional Services Agreement to Transtech Engineers, Inc., for Project No. ST-3047, Pedestrian and Bike Safety Improvements Project: Maricopa Hwy (SR-33) ATP 02-07-168M - Federal Project #ATPL-5251(026) ("ATP Phase I – Maricopa Hwy")

Recommendations

1. That the City Council authorize the City Manager to execute Public Works Contract No. 2024-06 with Granite Construction Company in the amount of \$2,552,100 and authorize a 15% contingency in the amount of \$382,815 for unforeseen change orders that may be required for a total authorized expenditure of \$2,934,915, for ATP Phase I – Maricopa Hwy.
2. That the City Council authorize the City Manager to execute Professional Services Agreement No. 2024-05 with Transtech Engineers, Inc. for Construction Management and Construction Inspection Services in an amount not to exceed \$403,500 and authorize a 15% contingency in the amount of \$60,525 for unforeseen additional work for a total authorized expenditure of \$464,025. Additionally authorize the City Manager to execute, at his discretion, future contract amendments and/or change order(s) not exceeding the project contingency amount.

Discussion

Project Background

The City Council authorized a resolution in support of this Active Transportation Program (ATP) in January of 2015. Shortly thereafter, the City was successfully awarded the ATP Grant for the Ojai Avenue and Maricopa Hwy Pedestrian and Bike Safety Improvements project. On June 11, 2019, the City Council approved a Professional Services Agreement with Alta Planning + Design, Inc. for the design of the project, including plans and specifications (now complete and submitted to Caltrans).

After an extensive number of unforeseen delays, the City finalized the plans and specifications for this project and received authorization from Caltrans to proceed with construction activities on April 2, 2024.

The ATP Phase I – Maricopa Hwy scope includes the addition of two-way, Class I bike facilities on the south side of the road, and Class II bike facilities on the north side of the road. Additional scope includes the construction of Americans with Disability Act (ADA) accessible curb ramp improvements, and the installation of rectangular rapid flashing beacons (RRFB) at intersections. The limits of the Maricopa Hwy improvements are from El Roblar Dr. to Vallerio Avenue (SR-150).

Construction Contract (Public Works Contract)

On April 23, 2024, the City Council authorized staff to solicit bids for the construction of ATP Phase I – Maricopa Hwy. Staff issued a formal notice inviting bids on April 24, 2024. On May 21, 2024, the City received two (2) bids as shown in the chart below:

Name of Bidder	\$ of Base Bid	\$ Bid Alternate A “As Needed”	Total Bid
Granite Construction Co., Santa Barbara, CA	\$2,502,785	\$49,315	\$2,552,100
Toro Enterprises, Inc., Oxnard, CA	\$3,116,382	\$25,500	\$3,141,882

An analysis of all bidders was conducted, including a review of their bid schedule, license, references, and required documents. The bidder’s previous performance reveals that the contractor has the necessary experience and the contractor’s license for this type of project. Staff recommends awarding Granite Construction Company, Public Works Contract No. 2024-06 in the amount of \$2,552,100 and authorize a 15% contingency in the amount of \$382,815 for unforeseen change orders that may be required for a total authorized expenditure of \$2,934,915.

Construction Management and Construction Inspection (Professional Services Agreement)

Staff requires the assistance of a professional construction management consultant to oversee and manage ATP Phase I – Maricopa Hwy. On May 14, 2024, the Council authorized the solicitation for requests for proposals (RFP) for construction management of the Project. The RFP requested qualified consultants to provide construction management and construction inspection before, during, and after construction. Most importantly, the consultant selected must have experience working on Federally funded projects.

On June 6, RFP’s were received from three firms: Transtech Engineering, Inc., Psomas, and Unico Engineering, Inc. Staff recommend awarding Transtech Engineering (Transtech) a Professional Services Agreement No. 2024-05 in an amount not to exceed \$403,500. Staff selected Transtech based on their valuable qualifications and familiarity with the Project that will assist the City with the construction management, inspection and grant compliance for the ATP Phase I – Maricopa Hwy project.

Total project costs are illustrated in the table below:

Construction Management/Inspection	\$ 403,500
Construction Management/Inspection Contingency (15%)	\$ 60,525
Construction Contract	\$ 2,552,100
Construction Contingency (15%)	\$ 382,815
Total Project Cost	\$ 3,398,940

Total project revenues are illustrated in the table below:

ATP Cycle 2 Funds	\$ 2,103,000
Toll Credits (to be used as Local Match)	\$ 241,214
TDA Article 3	\$ 600,000
General Fund/Measure “C”	\$ 454,726
Total Project Revenues	\$ 3,398,940

Fiscal Impact

Caltrans’ programmed ATP Cycle 2 funds for construction activities for this Maricopa Hwy Active Transportation Project are \$2,103,000. ATP funding requires a local match which is being covered by Toll Credits in the amount of \$241,214.10. Additional project funding includes TDA Article 3 dollars, sponsored by the VCTC, in the amount of \$600,000. These sources bring the total project funding to \$2,944,214.10. An additional appropriation of \$454,726 from the unreserved General Fund balance will be necessary to provide the needed funding for the project. Staff will continue efforts to secure additional funding for the project in the future.

Prepared by: Lindy Palmer, Public Works Director

Attachment(s):

- A – Public Works Contract No. 2024-06 with Granite Construction Company
- B – Public Works Professional Services Agreement No. 2024-05 with Transtech Engineering, Inc.

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PUBLIC WORKS CONTRACT

Pedestrian and Bike Safety Improvements Project: Maricopa Hwy (SR-33) ATP 02-07-168M - Federal Project #ATPL-5251(026)

IN THE CITY OF OJAI, CALIFORNIA

THIS AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 25th day of June, 2024, BY AND BETWEEN the City of Ojai, a municipal corporation, hereafter designated as "AGENCY", and Granite Construction Company, a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the **Pedestrian and Bike Safety Improvements Project: Maricopa Hwy (SR-33) ATP 02-07-168M - Federal Project #ATPL-5251(026)**, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, plans, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made

Attachment A

Page 1 of 12

PW Agreement No. 2024-06

and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of \$2,552,100.00 (Dollars,) unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Such unforeseen difficulties or obstructions includes any act of God, the elements, strike, walkout, or any other cause beyond CONTRACTOR's reasonable control that occurs before AGENCY accepts the work as complete.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of CONTRACTORS by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon AGENCY's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

D. This AGREEMENT is subject to the requirements of a skilled and trained workforce; CONTRACTOR and each of its subcontractors at every tier are required to employ a certain percentage of journeypersons to perform the work, in accordance with Public Contracts Code §§ 2600 – 2602

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code

Attachment A

Page 2 of 12

PW Agreement No. 2024-06

relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work. The contractor, subrecipient

Attachment A

Page 3 of 12

PW Agreement No. 2024-06

or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin, and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code.

Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused

by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

D. Differing Site Conditions

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will

be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E “Standard Specifications” of the Contract Documents.

B. This AGREEMENT is further subject to Workers’ Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker’s Compensation Insurance for all of CONTRACTOR’s employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR’s subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker’s Compensation Insurance as required by Labor Code § 1861; to wit: ‘I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.’ If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker’s Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to AGENCY as additional insured. Further, the requirements for coverage and limits shall be the greater of (1) the maximum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. Insurance provided by CONTRACTOR under this Contract shall not replace or substitute for CONTRACTOR’s indemnification obligations in Article VII.

CONTRACTOR’s insurance, including all endorsements, shall be primary to any coverage available to AGENCY. Any insurance or self-insurance maintained by AGENCY and/or its officers, employees, agents or volunteers, shall be excess of CONTRACTOR’s insurance and shall not contribute with it.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of

Attachment A

Page 7 of 12

PW Agreement No. 2024-06

accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by work performed under this AGREEMENT.

To the fullest extent permitted by law, CONTRACTOR shall, at its sole costs and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their representative subsidiaries, affiliates, members, director, officer, employees and agents, including parties that AGENCY contracts with (including other governmental agencies such as the California Department of Transportation) (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of any party, person, or organization that AGENCY contracts with, in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

AGENCY may request a deposit for defense costs from CONTRACTOR with respect to a claim. If AGENCY requests a defense deposit, CONTRACTOR shall provide it within 15 days of the request.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party’s duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. All disputes arising out of this AGREEMENT are subject to a mandatory step-by-step claims submission and evaluation process as a precondition to legal action in accordance with Public Contracts Code § 9204.

B. Any court action arising out of this AGREEMENT shall be filed in the Ventura County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Ventura.

C. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

D. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent CONTRACTOR

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY:

Lindy Palmer
CITY OF OJAI
401 S. Ventura Street
Ojai, CA 93023

CONTRACTOR:

Scott McArthur, Vice President
GRANITE CONSTRUCTION COMPANY
4820 McGrath St, #101
Ventura, CA 93003

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. 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 are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern

Attachment A

Page 10 of 12

PW Agreement No. 2024-06

in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum 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 documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 25th day of June, 2024.

CONTRACTOR: GRANITE CONSTRUCTION COMPANY

Scott McArthur, Vice President
CONTRACTOR's License No. 89

Date

AGENCY: CITY OF OJAI

Ben Harvey, City Manager

Date

Attachment A

Page 11 of 12

PW Agreement No. 2024-06

ATTESTED:

Weston Montgomery, Chief Deputy City Clerk

Date

APPROVED AS
TO FORM:

Matthew Summers, City Attorney

Date

(EXECUTE IN DUPLICATE)



CITY OF OJAI

PROFESSIONAL SERVICES AGREEMENT

For

Construction Management and Inspection Services

ST-3047, ATP Maricopa Highway, Phase I

With

Transtech Engineering, Inc.

PROFESSIONAL SERVICES AGREEMENT

(City of Ojai / Transtech Engineering, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Ojai, a California municipal corporation ("City"), and Transtech Engineering, Inc., a California corporation ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Construction Management and Construction Inspection Services for ST-3047 (ATP Maricopa Highway, Phase I).**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's **June 6, 2024** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is the City of Ojai Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.
- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule

Attachment B

Page 2 of 59

shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is \$403,500.

3.5. "Commencement Date": June 25, 2024

3.6. "Termination Date": June 30, 2025

4. TERM

4.1. The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

Attachment B

Page 3 of 59

- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Lindy Palmer, Public Works Director, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.
- 5.12. **Federal Requirements.** FEMA financial assistance will be used to fund all or a portion of this contract. Consultant shall comply with all federal requirements including, but not limited to, the following:
- 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
 - Federal Contract Provisions attached hereto as Exhibit B and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance. Except as to any charges for Work performed or expenses incurred by Contractor that are disputed by City, City will cause Contractor to be paid within 30 days of receipt of Contractor's invoice.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City

through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

- 8.1. Consultant 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 certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant 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 of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

- 9.1. All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not

limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

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

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officials, officers, agents, employees and volunteers.

- 11.2 **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify

Attachment B

Page 7 of 59

City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: ST-3047, ATP Maricopa Highway, Phase I
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.

- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. Automobile Liability Insurance. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be

continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 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, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Ojai must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Ojai, Attn: City of Ojai, 401 S. Ventura Street, Ojai 93023.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.
- City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Lindy Palmer
City of Ojai
Public Works
401 S. Ventura Street
Ojai, CA 93023
Telephone: (805) 646-5581 ext. 222

If to Consultant

Okan Demirci, PE, QSD, QSP
Transtech Engineers, Inc.
13367 Benson Ave
Chino, CA 91710
Telephone: (909) 595-8599

Attachment B

Page 11 of 59

Facsimile: (805) 646-1980

With courtesy copy to:

Matthew T. Summers, Esq.
Ojai City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

- 15.1. The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein

Attachment B

Page 12 of 59

by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies 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; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Ventura County, California and Consultant hereby consents to jurisdiction in Ventura County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Ojai

By: _____

Ben Harvey, City Manager

Date: _____

“Consultant”
Transtech Engineers, Inc.

By: _____

Ali Cayir, President

Date: _____

By: _____

Sybil Cayir, Corporate Secretary

Date: _____

Attest:

By: _____

Weston Montgomery, Chief Deputy City Clerk

Date: _____

Approved as to form:

By: _____

Matthew T. Summers, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE

Submitted To
City of Ojai

Public Works Department
408 S. Signal St.
Ojai, CA 93023

Attn.: Lindy Palmer
Public Works Director



TECHNICAL PROPOSAL

**Construction Management
and
Construction Inspection
Services**

Pedestrian and Bike Safety Improvements Project
Maricopa Hwy (SR-33) ATP 02-07-168M
Federal Project #ATPL-5251(026)



TRANSTECH

Est. 1989

www.transtech.org

855.595.2495 (toll-free)

Submitted By
TRANSTECH Engineers, Inc.

Contact Person for this Proposal:

Okan Demirci, PE, QSD, QSP

Principal Project Manager

E: okan.demirci@transtech.org

C: 714-319-6137; O: 909-595-8599

Our proposal is submitted in the format specified in RFP Section “F. TECHNICAL PROPOSAL FORMAT”.

Section	Page
1. Cover Letter	1
2. Project Specific Approach, Scope of Work	3
2a. Project Understanding	3
2b. Scope of Services	4
2c. Approach	7
3. Proposed Project Specific Staff	9
3a. Project Org Chart	9
3b. Resumes	9
3c. Subconsultants	16
4. Similar Projects and References	16
4a. Similar Projects	16
4b. References	25
5. City Standard Contract	26
Appendix – Federal Forms	27



[About Transtech Video Highlight:](#)
[CLICK HERE](#)



TRANSTECH

Est. 1989

www.transtech.org

1. Cover Letter

June 6, 2024

City of Ojai
Public Works Department
408 S. Signal St.; Ojai, CA 93023
Attn.: Lindy Palmer, Public Works Director

TECHNICAL PROPOSAL

**Construction Management and Construction Inspection Services
Pedestrian and Bike Safety Improvements Project
Maricopa Hwy (SR-33) ATP 02-07-168M; Federal Project #ATPL-5251(026)**

Dear Ms. Palmer:

Transtech is pleased to submit this Proposal for the subject project and services.

Company Profile: Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting firm**. Transtech has been **in business for over 35 years** and is **providing municipal services to approximately 80 public agencies**.

Multi-Disciplinary Municipal Engineering Consulting Firm: Transtech is a **multi-disciplinary municipal engineering consulting firm**. Our service capabilities include:

- Building & Safety Services, Building Official Building Inspection, Plan Check
- Civil Engineering,
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Eng
- Water Resources Engineering
- Surveying, Mapping, ALTA, Right-of-way Eng
- Emergency, Support Services

Experience in various types of Projects: Transtech has experience in **various types of projects**, such as:

- Water, Drainage, Sewer Improvements
- Bridges Street Rehabilitation and Reconstruction
- Traffic Signal and Street Lighting
- ADA Improvements
- Parks and Playgrounds
- Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Renovation of Historic Buildings
- Residential, Office, Commercial, Industrial Buildings

Experience in Federally Funded Projects: Transtech has **extensive experience in managing federally funded projects, including several HSIP Funded Projects in compliance with LAPM**. In the past few years, **we managed approx. 40 federally funded projects**.

Following are few examples of similar projects managed by Transtech:

- ATP Cycle 1, Citywide Pedestrian Safety Improvements, City of Cudahy **(Fed. Funded)** (\$1.5M)
- ATP Cycle 1, Safe Routes to School Improvements Project, City of Huntington Park **(Fed. Funded)** (\$1M)
- ATP Cycle 1, Florence Ave Pedestrian Improvements, City of Bell **(Fed. Funded)** (\$2.4M)
- ATP Cycle 2, Citywide Pedestrian Safety Improvements, City of Cudahy **(Fed. Funded)** (\$0.75M)
- ATP Cycle 2, La Ballona Street Improvements, City of Culver City **(Fed. Funded)** (\$3.5M)
- ATP Cycle 4, Citywide Pedestrian Safety Improvements, City of Monterey Park **(Fed. Funded)** (\$1.7M)
- ATP Cycle 5, Citywide Pedestrian Safety Improvements, City of S. El Monte **(Fed. Funded)** (\$1.7M)
- ATP Cycle 5, Active Transportation Plan, City of Maywood **(Fed. Funded)** (\$0.3M)
- ATP Cycle 6, Slauson Ave Corridor & Citywide Ped, Bike Improvements, City of Commerce **(Fed. Funded)** (\$2.1M)

Attachment B
Exhibit A
Page 19 of 59



- ATP Cycle 6, Randolph Street Biek and Facilities Improvements, City of Maywood **(Fed. Funded)** (\$1.4M)
- ATP Cycle 6, Merced Avenue Phase II Improvements, City of South El Monte **(Fed. Funded)** (\$2.6M)
- HSIP Cycle 4, Traffic Signal Improvements at Various Locations, City of Commerce **(Fed. Funded)** (\$1M)
- HSIP Cycle 5, Martin Luther King Jr Blvd TS Improvements, City of Lynwood **(Fed. Funded)** (\$0.5M)
- HSIP Cycle 6, Traffic Signal Improvements at Atlantic Ave, City of Cudahy **(Fed. Funded)** (\$1M)
- HSIP Cycle 6, Traffic Signal Improvements at Santa Anita and Fern, City of S. El Monte **(Fed. Funded)** (\$0.75M)
- HSIP Cycle 6, Traffic Signal Improvements at Tyler and Thienes, City of S. El Monte **(Fed. Funded)** (\$0.75M)
- HSIP Cycle 6, Traffic Signal Improvements at Peck and Rush, City of S. El Monte **(Fed. Funded)** (\$1M)
- HSIP Cycle 6, El Monte Ave, Temple City Blvd, and Various Citywide Locations **(Fed. Funded)** (\$2.8M)
- HSIP Cycle 7, Pedestrian Safety Improvements at Salt Lake Ave, City of Cudahy **(Fed. Funded)** (\$0.5M)
- HSIP Cycle 7, Traffic Interconnect System Upgrades Citywide, City of Commerce **(Fed. Funded)** (\$1M)
- HSIP Cycle 7, Traffic Signal Improvements at Santa Anita-Central, City of S. El Monte **(Fed. Funded)** (\$1M)
- HSIP Cycle 7, Traffic Signal Left Turn Phasing Improvement, City of Culver City **(Fed. Funded)** (\$1M)
- HSIP Cycle 7, Traffic Signal Improvements at Hellman-Alhambra-Garfield, City of Monterey Park **(Fed. Funded)** (\$1.5M)
- HSIP Cycle 7, Traffic Signal Improvements at Mission and Ivar, City of Rosemead **(Fed. Funded)** (\$0.5M)
- HSIP Cycle 7, Firestone Blvd ITS Improvements, City of Norwalk **(Fed. Funded)** (\$2.0M)
- HSIP Cycle 7, Traffic Signal Improvements at Alondra Blvd, City of Norwalk **(Fed. Funded)** (\$2.0M)
- HSIP Cycle 7, Traffic Signal Improvements at Studebaker Road, City of Norwalk **(Fed. Funded)** (\$2.0M)
- HSIP Cycle 8, Protected Left Turn Traffic Signal Improvements, City of Rialto **(Fed. Funded)** (\$1.5M)
- HSIP Cycle 9, Traffic Signal Improvements on Garfield Ave, City of Monterey Park **(Fed. Funded)** (\$1M)
- HSIP Cycle 9, Citywide Traffic Signal Improvements, City of S. El Monte **(Fed. Funded)** (\$1M)
- HSIP Cycle 9, Citywide Traffic Safety Improvement, City of Placentia **(Fed. Funded)** (\$1.3M)
- HSIP Cycle 9, Atlantic-Carlin Traffic Signal Improvements, City of Lynwood **(Fed. Funded)** (\$0.75M)
- HSIP Cycle 9, Imperial-Atlantic Traffic Signal Improvements, City of Lynwood **(Fed. Funded)** (\$0.75M)
- HSIP Cycle 9, Traffic Signal Improvements at Various Locations, City of Lake Elsinore **(Fed. Funded)** (\$2.0M)
- HSIP Cycle 10, Traffic Interconnect System Upgrades Citywide, City of Commerce **(State Funded)** (\$2M)
- HSIP Cycle 10, Traffic Signal Improvements at Garvey-Durfee-Michael Hunt, City of S. El Monte **(State Funded)** (\$1M)
- HSIP Cycle 10, Traffic Signal Improvements at Various Locations, City of West Covina **(State Funded)** (\$4.5M)
- HSIP Cycle 11, Commerce Systemic Safety Improvements at Signalized Intersections, City of Commerce **(State Funded)** (\$1M)
- HSIP Cycle 11, Maywood Atlantic and Slauson Safety Project, City of Maywood **(State Funded)** (\$1.6M)
- HSIP Cycle 11, Systemic Safety Improvements at Signalized Intersections, City of S. El Monte **(State Funded)** (\$0.7M)

Experience with CALTRANS: Our team has experience in coordinating projects with Caltrans. One of our **Sr. Staff Member (Ali Zaghari, PE)** is former Deputy Director, Traffic Operations, of Caltrans District 7, covering Los Angeles and Ventura Counties.

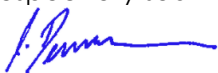
Experience with Ventura County: One of our **Sr. Staff Member (Norman Baculiniao, PE, TE)** is former Traffic Engineering Manager of County of Ventura.

Experience in Working with Public Agencies/Cities: We have extensive experience working with Public Agencies/Counties/Cities in similar assignments. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. **Several of our staff members have also worked for Public Agencies as Construction Managers, Project Managers, Public Works Directors, Building Officials, City Engineers, Inspectors,**

Large Pool of Staff with Diversified Experience: Transtech has a large pool of well experienced staff and resources readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner. Our staff and resources include **approximately 200 staff**, including building officials, plan checkers, inspectors, permit technicians, engineers, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, support personnel.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please contact us.

Respectfully submitted,



Okan Demirci, PE, QSD/P, Principal Project Manager
E: okan.demirci@transtech.org; C: 714-319-6137



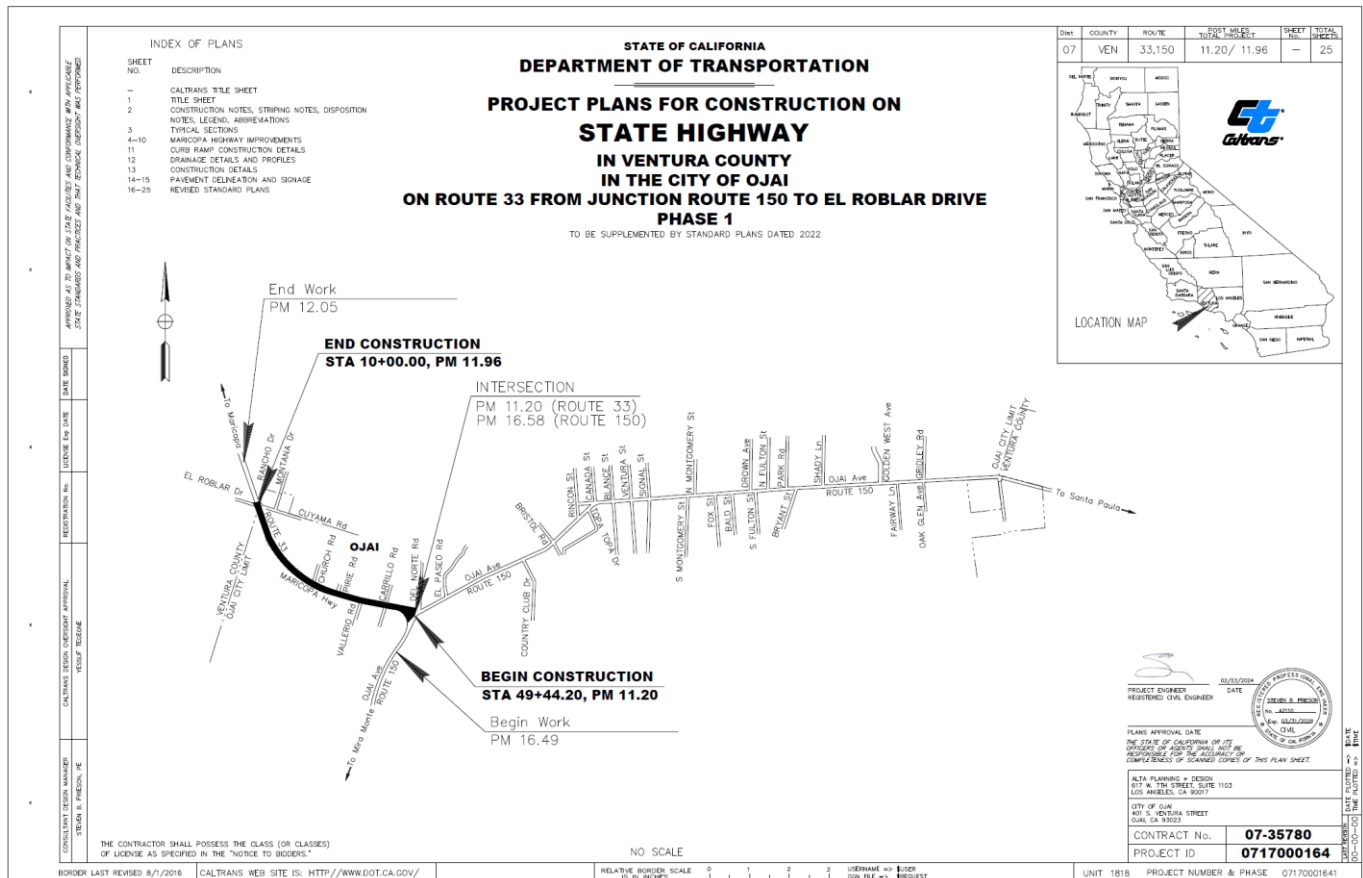
Ahmad Ansari, PE, Contract Principal
E: ahmad.ansari@transtech.org; C: 949-702-5612



2. Project Specific Approach, Scope of Work

2a. Project Understanding

The City is soliciting Proposals from qualified firms to Provide Construction Management Services, Construction Inspection (CMCI) Services for the Maricopa Hwy (SR-33) Pedestrian and Bike Safety Improvements Project: ATPL-5251 (026).



The project to be constructed consists of:

- Asphalt Concrete (AC) – HMA
- Digouts (Roadway Excavation)
- Adjusting Utility Covers
- Traffic Signing, Striping, and Markings
- Portland cement concrete curb ramps, spandrels and cross gutters
- Relocate Rectangular Rapid Flashing Beacon (RRFB)
- Drainage Inlet reconstruction and storm drain improvements

For CMCI Service durations and fee calculation, the City has established following project durations in the RFP:

- Pre-construction Phase: 20 working days
- Construction Phase:
 - Field Construction: 120 working days
 - Allowance for extended work hours, nighttime and weekend work: Equal to 10 working days

Attachment B
Exhibit A
Page 21 of 59



- Allowance for rain and unexpected delays: Equal to 20 working days
- Project Close-out Phase: 40 working days

2b. Scope of Services

The services to be provided by the selected consultant include the following project phases:

1. Pre-construction Phase. This phase will cover all services until start of field construction, and will include coordinating with the Contractor pre-construction activities, pre-con meeting, review of submittals, review of plans and responding to questions and RFI's (including coordinating with the design engineer for necessary clarifications and responses), review of base line schedule that will be submitted by the contractor, and other activities as necessary.
2. Construction Phase. This phase will cover all services during construction phase.
3. Construction Close-out Phase. This phase will cover all services after field construction is completed until Caltrans' close out of the project.

For all projects, regardless of funding source, the City follows the requirements of Caltrans Local Assistance Procedures Manual. Therefore, the construction of the project shall be managed and administered in compliance with Caltrans Local Assistance Procedures Manual.

The project streets are along heavily travelled, business and residential areas, and will have extensive impacts on parking, adjacent businesses and residents. Therefore, an effective public relations effort and program to keep public informed at all times and responding to public inquiries, comments, complaints effectively is an important task that the selected consultant is required to perform.

Selected consultant is also expected to make 3 project information and progress presentations at City Council meetings, and at 2 Community Meetings. In addition, the selected consultant shall inform the adjacent property owners of the construction activities in advance and provide advanced notices, which may be in the form of advanced construction notices, as well as frequent construction progress updates.

Selected consultant shall provide all necessary project personnel, which include Resident Engineer, Construction Manager, Project Inspector, Other Project Support Staff, Public Relations Staff, Labor Compliance Staff and any other staff deemed necessary by the consultant to manage all aspects of this project effectively and efficiently with minimal support from City Staff.

Following are anticipated project tasks to be performed by the selected consultant. Consultants shall provide any additional information to demonstrate their understanding of the scope and experience in similar types of projects and services.

- Deliver services in accordance with the Project plans, specifications, and estimates (PS&E).
- Manage and coordinate all aspects of the Project inclusive of services identified in the RFP.
- Conduct a pre-construction meeting and bi-weekly construction meetings with the contractor, City, and other involved parties. Prepare and distribute meeting agendas and minutes.
- Coordinate with City staff, contractor when applicable, agencies, and Project stakeholders.
- Prepare weekly status reports and statements of working days and any other statements that are required by the City.
- Participate in field meetings and document issues, findings, direction, changes, etc., and develop solutions.
- Provide direct supervision, scheduling and problem resolution for the contractor.
- Maintain Engineer's and Inspector's Daily Reports, and recording work in progress, which may include the hours worked by men and equipment.



- Contract Time Monitoring shall include review working days, contract time requirements, and documentation of time extensions. Maintain a written record of project progress, which shall indicate factors which may affect the work, such as, weather conditions, utility delays, strikes or labor disputes, and material shortages. Based on these factors a record of working days will be maintained, including:
 - Weekly Statement of Working Days
 - Where work is being paid for based on the cost of labor, equipment, and material
 - When there is an anticipated change in character of work
 - When there is a potentially significant overrun or underrun, or
 - When there is disputed work or a potential claim
- When the report is used to determine compliance with labor provisions of the contract, the following additional information may be included:
 - The names or identification numbers of the contractor's personnel
 - The respective classifications of the work being performed
 - The number of hours worked on the date covered by the report
 - Reporting for labor compliance will be done on a random spot-check basis only. One report per week on the project will be used as an initial guide. The frequency may be reduced after a high degree of compliance has been verified.
- Maintain Project Files, which shall contain all data pertinent to the work and to the requirements of the specifications. In general, project files will support adequacy of file control, conformance to contract specifications, and contract payments to the contractor
- Monitor the contractor to ensure as-built drawings and specifications are properly maintained. The CM shall compile the as-built documents and submit them at the end of the Project to the City Engineer for review, approval and further processing.
- Provide Labor Compliance Services.
- Establish project filing system, and maintain projects files and records.
- Manage and process change orders and pay requests. Maintain an accounting of construction costs to complete the Project, including approved change orders. Review payment requests, make payment recommendations, and prepare progress payments in City's standard format.
- Manage, respond, approve/disapprove and process RFIs and submittals.
- Conduct construction meetings.
- Conduct project progress meetings with City and present project progress, budget, issues, resolutions.
- Provide inspection and enforcement of NPDES, and SWPPP.
- Provide public relations and outreach services. The project streets are along heavily travelled, business and residential areas, and will have extensive impacts on parking, adjacent businesses and residents. Therefore, an effective public relations effort and program to keep public informed at all times and responding to public inquiries, comments, complaints effectively is an important task that the selected consultant is required to perform. Selected consultant is also expected to make 2 project information, progress presentations at City Council meetings, and at 2 community meetings.
- Respond to inquiries and providing responses to public, City and other parties.
- Conduct project walk-through(s) and prepare punch list(s).
- Prepare project close out, necessary documents, final invoicing, staff report for acceptance of project by City Council, presentation of report at City Council, preparation and filing of Notice of completion at the County Records Office, preparation of final retention release invoice 35 days after NOC filing.



2c. Approach

STRUCTURED APPROACH:

We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the City with an efficient and quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements. The following paragraphs describe our general approach to deliver projects in an efficient and cost-effective manner.

- **Project Management:** Our approach is to provide proactive management and attempt to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing the project. Our team members have extensive experience and proven track record in managing large and complex projects and bringing them to a completion on time and within budget.
- **Approach to Cost Control and Change Orders:** We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost-effective manner.
- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery:** The baseline schedule should properly identify the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.
- **Management of Documents:** We use an electronic file management system. All construction forms, daily dairies, weekly statement of working days, etc. are stored in our electronic file system, and are per Caltrans documentation system. We provide these documents at the end of the project to the client in organized files as well as pdf files.
- **Funding Closeout:** We prepare necessary closeout documentation required by the funding agencies, submit final reimbursement documentation, follow-up on the reimbursements, and final funds balance report.
- **Project Closeout:** We recognize that closeout is an important part of the construction process. It signifies that the new facility structure is ready to use. We methodically handle all closeout tasks to ensure a smooth transition from construction to occupancy.
- **Methodology for Communication to Inform City on Work Progress:** Key project team members will attend periodic project progress meetings with City staff throughout the project duration.
- **Electronic common project information and file sharing platform:** We create and provide access to project participates a common project information and file sharing platform.

CONTRACT ADMINISTRATION APPROACH (CALTRANS LAPM) FOR FEDERALLY FUNDED PROJECTS:

For construction contract administration, we follow guidelines similar to described in Caltrans Local Assistance Procedures Manual (LAPM).

LAPM is intended to assist California Local Public Agencies (LPAs) scope, organize, design, construct, and maintain local public transportation facilities utilizing Federal Highway Administration (FHWA) federal-aid or state funding. The LAPM describes the required processes, procedures, documents, authorizations, approvals, and certifications to receive federal-aid and/or state funds for many types of local transportation projects.

Chapter 16 of LAPM provides the procedures and guidelines Local Public Agencies (LPAs) must follow when administering the construction of federal-aid projects. Projects with state funding may utilize this chapter where applicable. Contract administration is the comprised actions taken after a contract is awarded to obtain and document compliance with contract requirements, such as timely delivery, proper

LOCAL ASSISTANCE PROCEDURES MANUAL 2024

Division of Local Assistance



Attachment B
Exhibit A
Page 24 of 59



construction, dispute resolution, acceptance, payment, and closing of contract. These actions may include technical administrative and managerial support.

For delegated projects (*Contract Administration Delegated to Local Public Agencies*), the Federal Highway Administration (FHWA) has assigned the responsibility of contract administration, including construction inspection, to Caltrans. This responsibility is conveyed by Caltrans to the LPA through an E-76, which is the Authorization to Proceed executed for each federal-aid project. For all locally administered federal-aid projects, further delegation of responsibility is made by Caltrans to the LPA through a state/local agreement called a Master Agreement (specific to each LPA) and the program supplements (specific to each project). Delegation to the LPA is based on the following conditions:

- An employee of the LPA is in responsible charge of the project and that person is a full-time employee of the LPA.
- All federal requirements are met in performance of the work.
- The LPA adequately staffs and equips the project team to properly administer the contract.

Such delegation does not relieve Caltrans of overall project responsibility. Caltrans will perform periodic process reviews and oversight to assure compliance.

Maintaining Project Records: The LPA must establish a separate record file for each federal-aid highway project. The project file must contain all data pertinent to the work and to the requirements of the specifications. In general, project records must support the adequacy of the field supervision, inspection, and testing, conformance to contract specifications, and payments to the contractor. Generally, whenever the LPA is unable to produce requested records, it must be assumed by reviewing personnel that the required actions were never performed. Organized project files can minimize these negative assumptions. During the construction phase, Caltrans COEs periodically perform reviews and inspection of the LPA project files for compliance with federal and state requirements. Organization and content of the project file is one indicator of the effective and efficient management of the project by the RE. It also minimizes resources necessary for conducting process reviews.

Organization of Project Records: Each agency must develop or adopt a filing index to be used on all federal-aid projects administered by the agency off the SHS. An agency is only required to use the CT filing index for projects on the SHS. The files must be complete and well organized and should include, at a minimum, even on relatively simple projects.

Project files should be organized in a format similar order to include the information listed below:

- | | |
|-------------------------------------|---|
| 1. Award Package | 8. Contract Item Pay Quantity Documents |
| 2. Project Personnel | 9. Change Orders (CO) |
| 3. Correspondence | 10. Progress Pay Estimates and Status of Funds |
| 4. Weekly Statement of Working Days | 11. Labor Compliance and Equal Employment Opportunity (EEO) records |
| 5. Quality Assurance | 12. Disadvantaged Business Enterprise (DBE) Records |
| 6. Engineer's Daily Reports | 13. Environmental-related documents |
| 7. Photographs | |

Availability of Records for Review or Audit: The record retention period for the non-federal entities for financial purposes is three (3) years and begins when the final voucher is submitted in the Financial Management Information System (FMIS) and required documentation is submitted to FHWA per the Stewardship and Oversight Agreement. The files must be available at a single location for these reviews and audits. Use of a uniform project record-keeping system, together with diligent maintenance of the system, greatly facilitates a process review and minimizes negative findings. Good records of all construction activities clearly



demonstrate to those concerned that project supervision and control were attained on the project.

PROJECT CONTROL SYSTEMS:

Our approach to Scheduling and Timely Completion of Project and Schedule Recovery includes having the contractor prepare a baseline schedule, which identifies the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.

ISSUES TRACKING SYSTEM:

An issue tracking system provides an easy way to document issues, assign responsible party, and view the status of how the issue resolution is progressing. Complete documentation of issues is critical to mitigate risks on current projects and prevent similar issues on future projects. When issue tracking is integrated with the project management system, all documentation, and communications related to the project become centralized to provide complete transparency into project status.

APPROACH AND STRATEGY FOR MANAGING, NEGOTIATING, AND INCORPORATING CHANGES IN PROJECT SCOPE:

Our approach and strategy are structured based on minimizing cost and schedule impacts, while evaluating change orders in a timely, fair and equitable manner. A number of different factors can influence the development of Change Orders on projects, which can result from either foreseen or unforeseen conditions and may include:

- Design Modifications; Errors and Omissions; Changed Conditions; Additional/Reduced Work Scope; Owner-Directed Schedule Acceleration or Slowdown; Work Sequencing; Adjustments to Unit Pricing; Force Majeure Delays; Added Cost Incentives; Delayed, Denied, or Restricted Access to a Project Site; Inappropriate Rejection of the Contractor's Work; Delays to Owner-Supplied Services and Materials.

Our initial evaluation of a change order request includes various elements:

- Is it already covered in the contract? Is it necessary to complete the work? Impact on the planned work? Will it affect or change the contractor's planned method of performing the work? Will it cause a work-character change? Impact on the contract time? Methods of payment? Are there sufficient contingency funds? If not, can additional funds be obtained soon enough to prevent delays? Impacts on any regulatory conditions, permits, utilities, etc.

Change Order Documentation:

- We prepare the change order in a clear, concise, and explicit manner. A change orders should be easily understood by third parties reviewing it what work was performed without further explanation.

Project Partnering: Based on project's size and complexity, Project Partnering may also be considered:

- Partnering is a relationship between the owner and the contractor, formed in order to effectively complete the contract to the benefit of both parties. Through trust, cooperation and teamwork, the goal is to resolve conflicts at the lowest possible level.

PUBLIC OUTREACH:

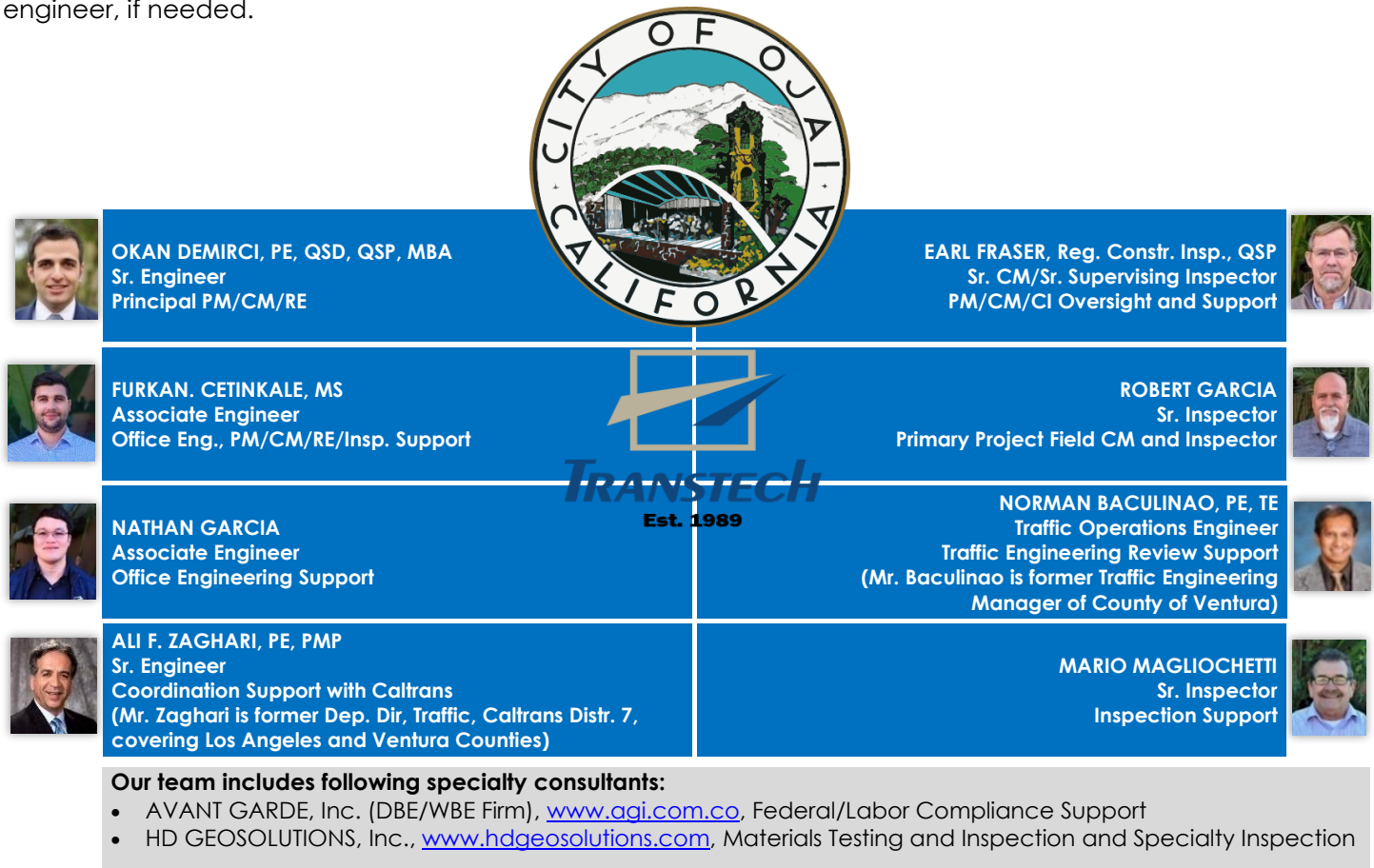
Effective community outreach serves as tool for successful implementation of projects. Transtech provides an effective and pro-active community outreach approach and informs the community of work activities and impacts in advance. On projects that are more impactful to community, we have implemented additional public outreach tools, such as: Setting up a construction information website, twitter account; Designated toll-free project call number; If requested, Transtech can implement these additional outreach tools.



3. Proposed Project Specific Staff

2a. Project Org Chart

Following are our staff members, who are anticipated to be available during the construction of this project. Please note we have included additional staff members who may serve as back-up when a primary staff member is not available. We also included Technical Support staff members, such as traffic operations engineer, if needed.



2b. Resumes

OKAN DEMIRCI, PE, QSD, QSP, MBA, Principal PM/CM/RE



Education

- BS in Engineering, MBA Business Admin

Registrations/Certifications

- Registered Civil Engineer
- Caltrans Resident Engineer Academy

Highlights

Mr. Demirci has approximately 15 years of experience. Mr. Demirci serves as Assistant Public Works Director, City Engineer, CIP Program Manager, Resident Engineer at Transtech's Contract Cities and provides technical and management support.

Mr. Demirci completed Caltrans Resident Engineer Academy, and is very familiar with the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).

Mr. Demirci works as CIP Program Manager at various Transtech's Contract Cities, and manages various capital improvement programs including state and federal funded programs such as CDBG, HSIP, ATP, Metro Call for Projects, SR2S, etc.

Mr. Demirci has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Following is a list of similar HSIP projects, where Mr. Demirci served in various capacities, including Project Manager, Construction Manager, Resident Engineer:

- ATP Cycle 1, Citywide Pedestrian Safety Improvements, City of Cudahy (Fed. Funded) (\$1.5M)
- ATP Cycle 1, Safe Routes to School Improvements Project, City of Huntington Park (Fed. Funded) (\$1M)
- ATP Cycle 1, Florence Ave Pedestrian Improvements, City of Bell (Fed. Funded) (\$2.4M)
- ATP Cycle 2, Citywide Pedestrian Safety Improvements, City of Cudahy (Fed. Funded) (\$0.75M)
- ATP Cycle 2, La Ballona Street Improvements, City of Culver City (Fed. Funded) (\$3.5M)
- ATP Cycle 4, Citywide Pedestrian Safety Improvements, City of Monterey Park (Fed. Funded) (\$1.7M)
- ATP Cycle 5, Citywide Pedestrian Safety Improvements, City of S. El Monte (Fed. Funded) (\$1.7M)
- ATP Cycle 5, Active Transportation Plan, City of Maywood (Fed. Funded) (\$0.3M)
- ATP Cycle 6, Slauson Ave Corridor & Citywide Ped, Bike Improvements, City of Commerce (Fed. Funded) (\$2.1M)
- ATP Cycle 6, Randolph Street Biek and Facilities Improvements, City of Maywood (Fed. Funded) (\$1.4M)
- ATP Cycle 6, Merced Avenue Phase II Improvements, City of South El Monte (Fed. Funded) (\$2.6M)

EARL FRASER, Registered Constr. Inspector, QSP, Sr. CM/Sr. Supervising Inspector



Education

- Various Professional Seminars

Registrations/Certifications

- Registered Construction Inspector by American Construction Inspectors Association
- QSP (Construction General Permit Qualified SWPPP Practitioner).

Highlights

Mr. Fraser has over 30 years of experience. He is a Registered Construction Inspector by American Construction Inspectors Association. He is also certified as QSP (Construction General Permit Qualified SWPPP Practitioner). His experience includes construction management and inspection of grading, pavement rehabilitation (asphalt and concrete), ADA/accessibility, wet and dry utilities (storm drain, sewer, water), traffic signal improvements. He also coordinates public works encroachment permit inspections as Sr. Inspector at Transtech's Contract Cities.

As Sr. Inspector/Construction Manager, he performs a wide variety of tasks to ensure the project progresses on schedule, is in compliance with approved plans and specifications, and effective communication and information flow is maintained with project participants. He has inspected projects that are funded with State and Federal Funds, and is familiar with Caltrans LAPM for Contract Administration.

Following is a list of similar HSIP projects, where Mr. Fraser served in various capacities, including Construction Manager/Sr. Supervising Inspector:

- ATP Cycle 2, La Ballona Street Improvements, City of Culver City (Fed. Funded) (\$3.5M)
- ATP Cycle 4, Citywide Pedestrian Safety Improvements, City of Monterey Park (Fed. Funded) (\$1.7M)
- ATP Cycle 5, Citywide Pedestrian Safety Improvements, City of S. El Monte (Fed. Funded) (\$1.7M)
- ATP Cycle 5, Active Transportation Plan, City of Maywood (Fed. Funded) (\$0.3M)
- ATP Cycle 6, Slauson Ave Corridor & Citywide Ped, Bike Improvements, City of Commerce (Fed. Funded) (\$2.1M)
- ATP Cycle 6, Randolph Street Biek and Facilities Improvements, City of Maywood (Fed. Funded) (\$1.4M)
- HSIP Cycle 5, Martin Luther King Jr Blvd TS Improvements, City of Lynwood (Fed. Funded) (\$0.5M)
- HSIP Cycle 6, Traffic Signal Improvements at Santa Anita and Fern, City of S. El Monte (Fed. Funded) (\$0.75M)
- HSIP Cycle 6, Traffic Signal Improvements at Peck and Rush, City of S. El Monte (Fed. Funded) (\$1M)
- HSIP Cycle 7, Pedestrian Safety Improvements at Salt Lake Ave, City of Cudahy (Fed. Funded) (\$0.5M)
- HSIP Cycle 7, Traffic Interconnect System Upgrades Citywide, City of Commerce (Fed. Funded) (\$1M)
- HSIP Cycle 7, Traffic Signal Improvements at Santa Anita-Central, City of S. El Monte (Fed. Funded) (\$1M)



- HSIP Cycle 7, Traffic Signal Left Turn Phasing Improvement, City of Culver City (Fed. Funded) (\$1M)
- HSIP Cycle 7, Traffic Signal Improvements at Hellman-Alhambra-Garfield, City of Monterey Park (Fed. Funded) (\$1.5M)
- HSIP Cycle 7, Traffic Signal Improvements at Mission and Ivar, City of Rosemead (Fed. Funded) (\$0.5M)
- H HSIP Cycle 7, Firestone Blvd ITS Improvements, City of Norwalk (Fed. Funded) (\$2.0M)
- HSIP Cycle 7, Traffic Signal Improvements at Alondra Blvd, City of Norwalk (Fed. Funded) (\$2.0M)
- HSIP Cycle 7, Traffic Signal Improvements at Studebaker Road, City of Norwalk (Fed. Funded) (\$2.0M)
- HSIP Cycle 8, Protected Left Turn Traffic Signal Improvements, City of Rialto (Fed. Funded). Cost: \$1.5m.
- HSIP Cycle 9, Traffic Signal Improvements on Garfield Ave, City of Monterey Park (Fed. Funded) (\$1M)
- HSIP Cycle 9, Citywide Traffic Signal Improvements, City of S. El Monte (Fed. Funded) (\$1M)
- HSIP Cycle 9, Citywide Traffic Safety Improvement, City of Placentia (Fed. Funded) (\$1.3M)
- HSIP Cycle 9, Atlantic-Carlin Traffic Signal Improvements, City of Lynwood (Fed. Funded) (\$0.75M)
- HSIP Cycle 9, Imperial-Atlantic Traffic Signal Improvements, City of Lynwood (Fed. Funded) (\$0.75M)
- HSIP Cycle 9, Traffic Signal Improvements at Various Locations, City of Lake Elsinore (Fed. Funded) (\$2.0M)
- HSIP Cycle 10, Traffic Interconnect System Upgrades Citywide, City of Commerce (State Funded) (\$2M)

Mr. Fraser's prior experience also includes working as a General Engineering Contractor, responsible for over 100 construction projects, which included the construction of wet and dry utilities from 1" water to 72" storm drain, pavement, traffic control and other relevant improvements.

ROBERT GARCIA, Primary Project Field CM and Inspector



Education:

- California State University, Los Angeles, Continuing Education/Public Works Construction Inspection Course
- California State University, Sacramento, Water Program/Operation and Maintenance of Wastewater Collection Systems

Highlights:

Mr. Garcia has approximately 30 years of experience, of which 20 years has been working as the City Public Works Inspector for the City of Palmdale. His experience includes inspecting of all types of public works construction projects: Experience includes all types of PW improvements, local roads, pavement rehabilitations, water, sewer, storm drain, traffic signals, striping, grading, utilities..

He also worked on county, state and federal funded projects. He has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements.

Mr. Garcia also has experience in inspecting federally funded projects to ensure compliance with the Caltrans Local Assistance Procedures Manual. He also has extensive experience in communicating/working with the public/adjacent property owners, and being proactive in dealing with complaints and comments and minimizing project impacts.

As a Public Works Inspector his responsibilities included:

- Inspection of permit and capital projects
- Ensured conformance with approved plans, schedules, specifications, and state, federal and departmental regulations.
- Coordinated the schedules of contractors with other departments and other public jurisdictions.
- Maintained records and prepared daily reports pertaining to projects inspected.
- Observed work in progress and materials used in construction, and confirmed that work in place met criteria.
- Was responsible for the acceptance or rejection of work in place, ensuring safety procedures were implemented and followed at all times.
- Coordinated with contractors, engineers, property owners, public agencies, public right-of-ways and utilities regarding construction within easements.
- Evaluated field conditions, developed alternative courses of action, made recommendations to the City Engineer and coordinated design alterations between City staff and developers.

Mr. Garcia provided public works inspection services for public works encroachment permits to various Transtech client agencies including, Cities of Hesperia, Commerce, Maywood, South El Monte, El Monte, Temple City and West Covina.

Mr. Garcia also provided public works inspection services to various CIP projects:

- Merced Avenue Greenway Improvements (Federally Funded), City of South El Monte: Storm drain improvements including bioretention and biofiltration, roadway rehab, accessibility improvements. Cost: \$12.2m.
- FY 2023-24 Pavement Rehabilitation Project (CDBG Funded), City of Rosemead: Pavement rehabilitation, accessibility improvements, signage/stripping. Cost: \$2.6m.
- FY 2022-23 Pavement Rehabilitation Project, City of South El Monte: Pavement rehabilitation, accessibility improvements, signage/stripping. Cost: \$1.0m.
- FY 2022-23 Pavement Rehabilitation Project, City of Maywood: Pavement rehabilitation, accessibility improvements, signage/stripping. Cost: \$4.4m.
- FY 2022-23 Pavement Rehabilitation Project, City of West Covina: Pavement rehabilitation, accessibility improvements, signage/stripping. Cost: \$3.9m.
- Commerce Mixmaster Striping Improvements, City of Commerce: Pavement markings, striping and signage improvements at a 5 way arterial mixmaster. Cost: \$0.25m.
- Sewer Main Replacement at Azusa and Citrus, City of West Covina: Sewer main replacement (sewer line, manholes), pavement rehab. Cost: \$0.5m.
- Traffic Signal Improvements at Various Locations (HSIP Federally Funded), City of South El Monte: Traffic signal modifications at various intersections Citywide. Cost: \$0.5m.
- Traffic Signal Improvements at Various Locations (HSIP Federally Funded), City of Placentia: Traffic signal modifications at various intersections Citywide. Cost: \$1.5m.
- Atlantic Blvd Rehabilitation, City of Commerce: Pavement rehabilitation, accessibility improvements, landscape median, signage/stripping. Cost: \$3m.
- FY 2018-19 Pavement Rehabilitation Project, City of Commerce: Pavement rehabilitation, accessibility improvements, signage/stripping. Cost: \$4m.
- Traffic Interconnect HSIP (Federally Funded), City of Commerce: Traffic signal modifications at various intersections Citywide. Cost: \$1.5m.
- FY 2019-20 Pavement Rehabilitation Program, City of Maywood: Pavement rehabilitation, accessibility improvements, signage/stripping. Cost: \$1.5m
- Loma Vista Street Lighting Project, City of Maywood: Replacement of street lights, conduits, wiring, pedestal. Cost: \$0.75m
- Restroom Rehabilitation (CDBG/Federally Funded), City of Cudahy: Restroom rehabilitations at various facilities including accessibility improvements. Cost: \$1m

Prior to joining Transtech, Mr. Garcia also worked as Collection System Maintenance Planner for the City of Palmdale. In this position, his responsibilities included:

- Assisting in the creation of the Sanitary Sewer Maintenance Plan to meet state standards.
- Maintaining the Predictive and Preventative Maintenance Schedule for over 400 miles of sewer mainline and over 8,000 sewer manholes.
- Data entry in the Oasis software program, planning, inspection and coordination of work plans, organizing, and assisting in scheduling of all necessary resources to accomplish maintenance activities of the city sanitary system, storm drain collection systems, and the recycled water facilities.
- Coordination of "on-call" activities, and working as off-duty coordinator in the absence of supervisor.
- Directing, organizing, planning and assisting overflow events and cleanup.
- Responding to questions and concerns from the general public, providing information and resolving public service complaints.

His experience prior to City includes working for Earth Systems, Inc. His responsibilities included:

- Inspection of workmanship and confirmation of adherence to specifications for construction projects and subdivisions.
- Coordination with contractors, developers, and engineers.
- Performing soil compaction and material (e.g., concrete, reinforcing steel, base and asphalt) testing, and preparing and reviewing Geotechnical Engineering Certification Reports and obtaining sample of materials from the sites for analysis by the laboratory.

Mr. Garcia has been involved in a variety of diversified and complex projects such as the \$50 million Anechoic Facility at Edwards Air Force Base, Antelope Valley Mall in Palmdale, schools, roadways, commercial projects and other offsite construction projects and subdivisions.

MARIO MAGLIOCCHETTI, Sr. Inspector (Inspection Support)

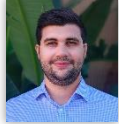


Highlights

Mr. Magliocchetti has approximately 30 years of experience in general engineering/public works and building construction projects. He has worked in the capacity of foreman, site superintendent and project manager. In these capacities, he has been responsible for more than \$500 million worth of private and public works construction projects in Type A and Type B construction. He has knowledge of

standards and procedures for many public agencies, including the Green Book, and has extensive experience in traffic control, safety and OSHA compliance requirements. He has participated on numerous multi-disciplinary teams dealing with the architecture and engineering for urban and rural development, infrastructure, and public works projects. Mr. Magliocchetti also has experience in inspecting federally funded projects to ensure compliance with the Caltrans Local Assistance Procedures Manual. He also has extensive experience in communicating/working with the public/adjacent property owners and being proactive in dealing with complaints and comments and minimizing project impacts.

FURKAN. CETINKALE, Associate Engineer, Project Management/Inspection/Office Engineering/RE Support



Education

- BS, Cal Poly Pomona, Industrial Engineering
- MS, Cal Poly Pomona, Engineering Management

Registrations/Certifications

- 10-Hr. OSHA
- 30-Hr. OSHA Construction Safety

Highlights

Mr. Cetinkale has approximately 9 years of experience. He has extensive experience in all phases of projects, including planning/development, entitlement and permitting bidding, construction, close-out.

He provides technical support to Resident Engineers, Construction Managers and Construction Inspectors on various projects. His responsibilities includes project controls, contract administration, inspection support, RFI's and submittals review coordination, document control, contract compliance and various other tasks.

His experience includes CIP management support, coordination with City Departments, Utility Companies, Caltrans, other Regulatory Agencies, Developers, Consultants, Contractors, and overall management and coordination support for a variety of projects from design through plan review and approvals and construction.

Mr. Cetinkale is very familiar with the management and administration of federally funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).

Following are various examples of projects and assignments where Mr. Furkan served in various capacities, such as Deputy Construction Manager, Office Engineer, Project Controls Manager, Document Control Manager, Support Inspector:

- HSIP Cycle 7, Firestone Blvd ITS Improvements, City of Norwalk (Fed. Funded) (\$2.0M)
- HSIP Cycle 7, Traffic Signal Improvements at Alondra Blvd, City of Norwalk (Fed. Funded) (\$2.0M)
- HSIP Cycle 7, Traffic Signal Improvements at Studebaker Road, City of Norwalk (Fed. Funded) (\$2.0M)
- City of Temple City, FY 21/22 City-wide Pavement Rehab Project, Cost: \$4.5m.
- City of Temple City, FY 23/24 City-wide Pavement Rehab Project, Cost: \$7m.
- City of Temple City, City Hall Trellis Replacement Project, (Federally Funded), Cost: \$350k.
- City of Temple City, Temple City Park Project, Cost: \$300k.
- City of Commerce, FY 23/24 City-wide Pavement Rehab Project, \$6m.
- City of Commerce, Ferguson Dr. Sidewalk Improvements Project, Cost: \$1.3m.
- City of Commerce, Commerce Way Pavement Project, Cost: \$1m.
- City of Commerce, Eastern Ave Median Improvement Project, Cost: \$1.6m.
- City of Commerce, City Hall Roof Replacement Project, Cost: \$835k.
- City of Commerce, Basketball-Volleyball Courts Improvement Project, Cost: \$440k.
- City of Commerce, Civic Center Landscape Improvements Project, Cost: \$550k.
- City of Commerce, Camp Commerce Retaining Wall Project, Cost: \$400k.
- City of El Monte, Hilda Solis Rose Court TI Project, (Federally Funded), Cost: \$15m.
- City of Ontario, Fire Station 1 Construction Project, Cost: \$22m.
- City of Ontario, Great Park, Haz-Mat Abatement, Cost: \$4.7m.
- City of Ontario, 401 Euclid Demolition and Parking Lot Improvements, Cost: \$2.5m.
- City of Ontario, Integrated Waste Welding Shop Canopy Project, Cost: \$250k
- City of Rialto, Baseline Rd. Median Improvement Project, (Federally Funded), Cost: \$2m.
- City of Lake Elsinore, HSIP Cyc 9 Traffic Signal Improvement Project, (Federally Funded), Cost: \$1.6m
- City of Lake Forest, Senior Center Patio Cover TI Project, (Federally Funded), Cost: \$428k.
- City of Maywood, Baseball Field Improvement Project, Cost: \$425k.
- City of Maywood, Successor Agency District Building Demolition Project, Cost: \$145k.
- City of Eastvale, 5 Year CIP Program Development, Cost: \$18.5k.

His prior experience includes working in the capacity of Construction Manager, Project Manager, Owner Representative, Office Engineer for consulting firms. In these capacities, he has been involved in a wide variety of private healthcare projects in OSHPD 1 & 3 categories. The projects included construction of new buildings, seismic upgrades, medical equipment replacement, medical office build-outs, TI improvements, site development, etc. The type of buildings include hospitals, outpatient clinics, digital imaging centers various other projects. He has managed a variety of healthcare projects, ranging from \$50K to over \$85 million in budget, which involved coordination, processing and approvals by Planning, Engineering and Building Departments of Local Agencies/Municipalities; California Department of Public Health (CDPH); California Office of Statewide Health Planning and Development (OSHPD) [OSHPD became the **Department of Health Care Access and Information (HCAI)**; Occupational Safety and Health Administration (OSHA).

NATHAN GARCIA, Associate Engineer, Office Engineering Support



Education

- B.S Engineering, Rensselaer Polytechnic Institute (RPI) – Troy, NY

Registrations/Certifications

- 10-Hr. OSHA

Highlights

Mr. Garcia has approximately 2 years of experience. As an Associate Engineer, he works at various Cities under Transtech's Municipal Services Contracts in support of managing Capital Improvements Projects. His experience includes CIP management support, coordination with City Departments, Utility Companies, Caltrans, other Regulatory Agencies, Developers, Consultants, Contractors, and overall management and coordination support for a variety of projects from design through plan review and approvals and construction. Mr. Garcia also provides technical support to Resident Engineers, Construction Managers and Construction Inspectors as an Office Engineer on various construction projects. His office engineering responsibilities includes contract administration, inspection support, RFI's and Submittals review coordination, document control, contract compliance, project coordination, project controls and various other tasks.

ALI F. ZAGHARI, PE, PMP, Sr. Engineer (PM/Coordination Support in Caltrans Permit Involved Projects)



Education

- MS, BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Zaghari has over 35 years of experience in Transportation Management & Operations at various capacities in the California Department of Transportation (Caltrans). His career path includes a number of key managerial positions in Caltrans leading to his last position as the Deputy District Director (DDD) for Traffic Operations at Caltrans District 7 in Los Angeles. As a member of District 7 Executive Team, Mr. Zaghari was responsible for policy, development and implementation of the traffic operations assets and the safe mobility of all users of the State Highway System (SHS) consisting of approximately 1500 center miles of freeways and conventional highways in Los Angeles and Ventura counties. He managed an operating budget of approximately \$70M encompassing both operations management and capital outlay support needs. The organization under his leadership included critical functions such as Intelligent Transportation Systems (ITS), Traffic Design, District Traffic Manager (DTM), Corridor Management, System Performance, and Encroachment Permits.

NORMAN CAESAR M. BACULINAO, PE, TE, Sr. Traffic Operations Engineer, Traffic Inspection Support



Education

- BS in Civil Engineering

Registrations/Certifications

- Registered Civil and Traffic Engineer

Highlights

Mr. Baculinao has 30 years of experience in Traffic Engineering.

He has strong Traffic Signal System Operation experience, including Traffic Management Centers or TMC. He is technology oriented and has extensive working knowledge of new (Intelligent Transportation System) ITS standards, the System Engineering Process; Traffic Signal System Integration, Video Detection,

CCTV systems, twisted pair communication system, fiber optic cables, Ethernet, Light Emitting Diode (LED) signals, Red Light Camera Systems, etc.

His prior experience includes:

- County of Ventura, California: Traffic Engineering Manager
- City of Pasadena, California: Traffic Engineering Manager
- City of Santa Clarita, California: Associate Traffic Engineer
- City of Stockton, California: Assistant Traffic Engineer
- City of Roseville, California: Assistant Traffic Engineer

Membership and affiliation

- Member of Institute of Transportation Engineer (ITE), and Traffic Signal Association (TSA) – Southern California section.
- Current Research Panel Member (Active) for NCHRP 03-125 "Evaluation of Change and Clearance Intervals Prior to the Flashing Yellow Arrow Permissive Left-Turn Indication".
- Former member of the Arterial ITS Working Group of the Los Angeles County Metropolitan Transportation Authority (METRO).

Papers or publications

- "Video Detection-Is it ready to replace loops?" 1998 District 6 ITE meeting, San Jose, CA.
- "Signal Timing Solutions to Address Safety Issues" 2002 District 6 ITE meeting, Palm Desert, CA.
- "Signal System Implementation with LRT Interface - Pasadena Experience", 2005 District 6 ITE Meeting, Kalispell, MT.

2c. Sub-consultants

AVANT-GARDE, INC. (DBE Firm, CUCP Public Directory Certification No. 36060) (www.agi.com.co),

Federal and Labor Compliance, Public Relations and Community Outreach Support

Avant-Garde provides program management services with an emphasis on labor compliance, funding administration, grant development and management, compliance management, and community outreach. Various services provided by the firm includes: Program Management Services, Strategic Planning, Fiscal Budget Management, Fund Administration, Policy and Procedure Development, Program Implementation, Staff Augmentation, Labor Compliance, Grant Writing, Coordination, and Administration, Construction Coordination, Housing Production and Management, CDBG and HOME Program Management

HD GEOSOLUTIONS, INC. (DBE Firm, CUCP Public Directory Certification No. 51095) (www.hdgeosolutions.com)

Materials Testing and Inspection Support

Brian D. Skyers, P.E., G.E., Managing Principal, founded HD Geosolutions, Inc. in 2010. Brian began his career with the Naval Civil Engineering Laboratory in Port Hueneme in 1992 while completing his master's degree at UCLA. He joined the firm of Law/Crandall in 1993 and was engaged in earthquake-related projects. Brian was stationed in Thailand for 3 months as the lead on-site foundation engineer for construction of the 55 km Bang Na Expressway, the longest bridge in the world until 2004. Brian has over 30 years of geotechnical engineering experience. He has led geotechnical evaluations for low- and high-rise buildings, commercial developments, hospitals, infrastructure, forensic investigations, and numerous other projects. Brian is a registered California Civil Engineer and Geotechnical Engineer.

4. Similar Projects and References

4a. Similar Projects

SIMILAR PROJECTS EXPERIENCE:

Experience in Federally Funded Projects:

Transtech has **extensive experience in managing federally funded projects, including several HSIP Funded Projects in compliance with LAPM.** In the past few years, **we managed approx. 40 federally funded projects.**

Following are few examples of similar projects managed by Transtech:

- ATP Cycle 1, Citywide Pedestrian Safety Improvements, City of Cudahy **(Fed. Funded)** (\$1.5M)
- ATP Cycle 1, Safe Routes to School Improvements Project, City of Huntington Park **(Fed. Funded)** (\$1M)
- ATP Cycle 1, Florence Ave Pedestrian Improvements, City of Bell **(Fed. Funded)** (\$2.4M)
- ATP Cycle 2, Citywide Pedestrian Safety Improvements, City of Cudahy **(Fed. Funded)** (\$0.75M)
- ATP Cycle 2, La Ballona Street Improvements, City of Culver City **(Fed. Funded)** (\$3.5M)
- ATP Cycle 4, Citywide Pedestrian Safety Improvements, City of Monterey Park **(Fed. Funded)** (\$1.7M)
- ATP Cycle 5, Citywide Pedestrian Safety Improvements, City of S. El Monte **(Fed. Funded)** (\$1.7M)
- ATP Cycle 5, Active Transportation Plan, City of Maywood **(Fed. Funded)** (\$0.3M)
- ATP Cycle 6, Slauson Ave Corridor & Citywide Ped, Bike Improvements, City of Commerce **(Fed. Funded)** (\$2.1M)
- ATP Cycle 6, Randolph Street Biek and Facilities Improvements, City of Maywood **(Fed. Funded)** (\$1.4M)
- ATP Cycle 6, Merced Avenue Phase II Improvements, City of South El Monte **(Fed. Funded)** (\$2.6M)
- HSIP Cycle 4, Traffic Signal Improvements at Various Locations, City of Commerce **(Fed. Funded)** (\$1M)
- HSIP Cycle 5, Martin Luther King Jr Blvd TS Improvements, City of Lynwood **(Fed. Funded)** (\$0.5M)
- HSIP Cycle 6, Traffic Signal Improvements at Atlantic Ave, City of Cudahy **(Fed. Funded)** (\$1M)
- HSIP Cycle 6, Traffic Signal Improvements at Santa Anita and Fern, City of S. El Monte **(Fed. Funded)** (\$0.75M)
- HSIP Cycle 6, Traffic Signal Improvements at Tyler and Thienes, City of S. El Monte **(Fed. Funded)** (\$0.75M)
- HSIP Cycle 6, Traffic Signal Improvements at Peck and Rush, City of S. El Monte **(Fed. Funded)** (\$1M)
- HSIP Cycle 6, El Monte Ave, Temple City Blvd, and Various Citywide Locations **(Fed. Funded)** (\$2.8M)
- HSIP Cycle 7, Pedestrian Safety Improvements at Salt Lake Ave, City of Cudahy **(Fed. Funded)** (\$0.5M)
- HSIP Cycle 7, Traffic Interconnect System Upgrades Citywide, City of Commerce **(Fed. Funded)** (\$1M)
- HSIP Cycle 7, Traffic Signal Improvements at Santa Anita-Central, City of S. El Monte **(Fed. Funded)** (\$1M)
- HSIP Cycle 7, Traffic Signal Left Turn Phasing Improvement, City of Culver City **(Fed. Funded)** (\$1M)
- HSIP Cycle 7, Traffic Signal Improvements at Hellman-Alhambra-Garfield, City of Monterey Park **(Fed. Funded)** (\$1.5M)
- HSIP Cycle 7, Traffic Signal Improvements at Mission and Ivar, City of Rosemead **(Fed. Funded)** (\$0.5M)
- HSIP Cycle 7, Firestone Blvd ITS Improvements, City of Norwalk **(Fed. Funded)** (\$2.0M)
- HSIP Cycle 7, Traffic Signal Improvements at Alondra Blvd, City of Norwalk **(Fed. Funded)** (\$2.0M)
- HSIP Cycle 7, Traffic Signal Improvements at Studebaker Road, City of Norwalk **(Fed. Funded)** (\$2.0M)
- HSIP Cycle 8, Protected Left Turn Traffic Signal Improvements, City of Rialto **(Fed. Funded)** (\$1.5M)
- HSIP Cycle 9, Traffic Signal Improvements on Garfield Ave, City of Monterey Park **(Fed. Funded)** (\$1M)
- HSIP Cycle 9, Citywide Traffic Signal Improvements, City of S. El Monte **(Fed. Funded)** (\$1M)



- HSIP Cycle 9, Citywide Traffic Safety Improvement, City of Placentia **(Fed. Funded)** (\$1.3M)
- HSIP Cycle 9, Atlantic-Carlin Traffic Signal Improvements, City of Lynwood **(Fed. Funded)** (\$0.75M)
- HSIP Cycle 9, Imperial-Atlantic Traffic Signal Improvements, City of Lynwood **(Fed. Funded)** (\$0.75M)
- HSIP Cycle 9, Traffic Signal Improvements at Various Locations, City of Lake Elsinore **(Fed. Funded)** (\$2.0M)
- HSIP Cycle 10, Traffic Interconnect System Upgrades Citywide, City of Commerce **(State Funded)** (\$2M)
- HSIP Cycle 10, Traffic Signal Improvements at Garvey-Durfee-Michael Hunt, City of S. El Monte **(State Funded)** (\$1M)
- HSIP Cycle 10, Traffic Signal Improvements at Various Locations, City of West Covina **(State Funded)** (\$4.5M)
- HSIP Cycle 11, Commerce Systemic Safety Improvements at Signalized Intersections, City of Commerce **(State Funded)** (\$1M)
- HSIP Cycle 11, Maywood Atlantic and Slauson Safety Project, City of Maywood **(State Funded)** (\$1.6M)
- HSIP Cycle 11, Systemic Safety Improvements at Signalized Intersections, City of S. El Monte **(State Funded)** (\$0.7M)

EXPERIENCE IN VARIOUS TYPES OF PROJECTS:

Experience in Various Types of Projects:

Transtech has experience in **various types of projects**, such as:

- Water, Drainage, Sewer Improvements
- Bridges Street Rehabilitation and Reconstruction
- Traffic Signal and Street Lighting
- ADA Improvements
- Parks and Playgrounds
- Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Renovation of Historic Buildings
- Residential, Office, Commercial, Industrial Buildings

Following are few Sample Projects Representative of Transtech's Diverse Experience in various types of Projects:

Few Examples Street Improvement and Vertical Construction Projects:



Washington Boulevard Widening and Reconstruction Project (\$40M):

Transtech provided CM/CI/Resident Engineer, Inspector, Office Engineer Services. The project included widening and reconstruction of 2.7 miles of Roadway, Traffic Signals, Street Lighting, Landscape, Improvements at I-5 and at 710 Freeways ramps. The project was federally funded and was managed in compliance with Caltrans Local Assistance Procedures Manual. The project was also a Caltrans Oversight Project.

AWARD: This project was recognized as one of the projects of the year as part of the 2017 American Public Works Association (APWA) BEST Award, in the category of Transportation Projects.



Rosemead Boulevard Improvements Project (\$20M): Located in the City of Temple City, this was a Federally Funded project. Funding also included METRO Measure R and Prop C Funds. Transtech provided Project, Program, Construction Management, Resident Engineer, Inspection, Federal Compliance, Labor Compliance and Office Engineer Services. The project included protected bike lanes, widening and reconstruction of 2 miles of roadway.

AWARD: The project has achieved numerous awards including a 2013 Planning Excellence in Implementation Award from the American Planning Association, the 2014 Quality of Life Merit Award from the American Society of Landscape Architects, the 2014 Merit Award for Urban Design from the California Council of the AIA and was voted one of the "best 10 new bike lanes of 2014" from the PeopleforBikes organization.



Atlantic Boulevard Corridor Improvement Project (\$20M): This was a Federally Funded project in the City of Commerce. Transtech provided turnkey services included construction management, resident engineer, inspection, office engineer, and funds coordinator. The project was a major street reconstruction and beautification project along Atlantic Boulevard which improved mobility for pedestrians, trucks, and vehicles as well as provided corridor beautification with landscaped medians and other elements.

AWARD: This project was recognized as one of the projects of the years as part of the 2020 American Public Works Association (APWA) Project of the Year Award, in the category of Transportation Projects.



Cactus Avenue and Nason Street Improvements and 135' Span Bridge Project (\$21M): This project was part of the State Local Partnership Program SLPP Grant in the City of Moreno Valley (\$21M). Transtech provided construction management, resident engineer, inspection, and office engineer services.

AWARD: This project was recognized with a project achievement award by the Construction Management Association of America (CMAA) for Construction Management Services under the Public Works Category for \$11M-\$50M ranged projects.



Eastern Avenue Rehab Project (\$1.5M): Located in the City of Commerce, this project was funded through City's Measure AA Funds. The project involved Full Depth Reclaimed Pavement Rehabilitation. Transtech provided construction management and inspection services.

AWARD: This project was recognized as one of the projects of the year awards as part of the 2017 Outstanding Local Streets and Roads Project Award Program in the Category of Roads for Efficient & Sustainable Road Maintenance, Construction & Reconstruction Projects.



Rte 71/Mission Bl Grade Separation Project (\$40M): This project was a Federally Funded project located the City of Pomona and included construction of a bridge/grade separation. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. Caltrans was the oversight/jurisdictional Agency.



Bogert Trail Bridge Widening Project (\$5M): Located in the City of Palm Springs, this project was a Federally Funded project. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. The project involved bridge widening, retrofit, and beautification elements.



26th Street Rehab and Metrolink Station (\$1M): This project was Federally Funded in the City of Commerce and included rehabilitation of 26th Street, and Metrolink Station parking lot rehab, station platform improvements, landscape and lighting. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services.



ATP Citywide Crosswalk and Pedestrian Safety Improvement Project (\$1.2M): Located in the City of Cudahy, this project included safe routes to school pedestrian safety improvements near schools and pedestrian activity centers. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services.



El Monte, Temple City Blvd, and Various Citywide Locations HSIP Projects (\$1.8M): Located in the City of Temple City, this project was a Federally Funded through Highway Safety Improvement Project (HSIP) program. It included asphalt roadway resurfacing, markings & striping, traffic safety improvements such as updated traffic signal heads and speed radar feedback signs, and updated street signage. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services.



Slauson Avenue ADA Improvements and Tree Replacement Project (\$1.5M): Located in the City of Commerce, this project was funded through City's Measure AA Funds. The project included removal of 149 overgrown Ficus trees that displaced the sidewalk in some areas up to 2 feet high and replaced them with new ADA compliant sidewalk and planted 433 drought tolerant trees in their place. Transtech provided construction management and inspection, services.



Parking Lot Improvements Projects (\$550K): Located in the City of Temple City, this project included new parking lot signage, asphalt resurfacing, construction of trellis, new lighting, electrical vehicle charging station infrastructure, landscaping, and drainage. Transtech provided construction management, and inspection services.



Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge (25M): This project is in Corona and included 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over railroad tracks. Transtech provided inspection and construction management services for the construction of this federally funded project.



City of Whittier, Uptown Parking Structure (\$12M): The project involved construction of a 4 story, 450 stall parking structure, and includes elements such as bicycle and motorcycle parking and provisions for future photovoltaic panels. The project was delivered as DBB. Transtech served as Construction Manager. This project is located in Whittier.



Renaissance Plaza (\$15M): This project was located in the City of Alhambra and included a parking structure, 10 plex movie theater, retail, and plaza. Transtech served as the City's Building Official, Plan Checker and Inspector for this project including construction manager of the parking structure, public plaza, and other improvements.



Rosewood Community Center (\$25M): Transtech was retained by the City of Commerce to take over the management of this multimillion-dollar facility which was 2 years behind schedule. Within 5 months, Transtech brought the construction to substantial completion level allowing the City to start the move-in process, and 2 months after, the facility was opened for public use.



Garfield Avenue Parking Structure (\$8.5M): This project included a 5-story level, 600 space parking structure as part of the Alhambra Redevelopment Agency and Downtown Redevelopment. Transtech provided plan check, inspection, construction management and owner representative services.



City of Alhambra Civic Center Library Project (\$25M): Transtech provided plan check, inspection, construction management, and owner representative services, the project included construction of a 45,000 SF Library with an underground parking garage.



City of San Bernardino Santa Fe Depot/Metrolink Parking Structure and Historic Santa Fe Depot Renovation Project (\$25M): This project included The Parking Structure involved the construction of a 3-level parking structure for 350 cars. Historic Santa Fe Depot Renovation involved renovation for adoptive reuse of 60,000 sf historical Santa Fe Train Depot.

Few Examples of Park Projects:



Ontario Great Park DB (Design-Build Project). (\$45M): The project is being delivered under DB delivery. Transtech is City's Owner's Representative/Program Manager.



City of Temple City, Primrose Park (\$4M, Prop 68 Funding): The project included constructing a new park with playground, landscaping, parking lot, concrete plaza, lighting, drainage, ADA improvements.



City of Monterey Park, Citywide Parks Improvement Project (\$6.5M): This project included installation of park equipment (playground, picnic shelters, benches), construction of ADA improvements at 13 parks.





City of Commerce/Caltrans, I-5 Freeway/Washington Bl SB on and off Ramps Landscape Improvements (\$3M, Federally Funded): The project included, Landscape, Improvements at I-5 and at 710 Freeways ramps.



City of Alhambra, Almansor Park Improvements Project (\$2.5M): The project included construction of new basketball courts, restroom facilities, shade structure, new drainage systems, new lightings, and updated landscaping and irrigation, and PCC walkways.



City of Cudahy, Soccer Field (synthetic turf) and Park Improvements Project (\$2M, CDBG Funded): The project included constructing a new soccer field with artificial turf on existing baseball field, landscaping, parking lot, concrete plaza, lighting, drainage, ADA improvements.



City of Huntington Park, Salt Lake Park Splash Pad Project (\$1M): The project included installation of splash park.



City of Fontana, South Fontana Park (\$15M): The project included an 18-acre park with 4 artificial turf soccer/football fields, sports lighting, playground/tot lot, walking path, 2 Restroom/Concession Building, shade structures, fencing. Transtech is providing inspection services.



City of Temple City, Pocket Park/Parking Lot Improvements Projects (\$1M): The project included new park/parking lot signage, trellis, landscaping, drainage, lighting, electrical vehicle charging station infrastructure for future implementation.

Few Examples of Building Projects:



Agency: CITY OF AZUSA

Project: The Orchard Mix-Use-Development. (Valuation \$55 m). The project included Mixed-use project including 163 residential units, 23,000 S.F. of retail, Laemmle Theater, and parking garage.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check/Inspection.

Transtech serves as the City's Contract Building Official, Plan Checker, Inspector.



Agency: CITY OF AZUSA

Project: OneLegacy Transplant Recovery Facility. (Valuation \$40 m). The project included a complete remodel of the existing building and the expansion to include additional office and laboratory space, a convention center, amenities for the staff, a parking structure, and a helipad for medical team transportation.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check/Inspection.

Transtech serves as the City's Contract Building Official, Plan Checker, Inspector.

**Agency: CITY OF BELL**

Project: Residential Development. (Valuation \$4 m). This development includes new 14 new two-story detached single-family dwellings.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check/Inspection.

Transtech serves as the City's Contract Building Official, Plan Checker, Inspector.

**Agency: CITY OF COMMERCE**

Project: Warehouse with Office Space Development (Valuation \$20 m). This development includes one-story of warehouse with mezzanines for office use of 114,898 square feet of total floor area in a 5.65-acre lot.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check and Inspection.

Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.

**Agency: CITY OF SOUTH EL MONTE**

Project: Chico Residential Development (Valuation \$15 m). This development includes 13 buildings with 70 residential units.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check and Inspection.

Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.

**Agency: CITY OF ALHAMBRA**

Project: Main Street Collection (Valuation \$23 m). This development includes 4-story mixed-use project with 8,200 sq ft retail space, 52 condos, 9 live/work units, 19 townhomes, and 6 shopkeeper units.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check and Inspection.

Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.

**Agency: CITY OF WEST COVINA**

Project: Asteria Residential Development (Valuation \$40 m). This development includes 158-unit residential homes.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check and Inspection.

Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: SAN MANUEL BAND OF MISSION INDIANS TRIBE AND CASINO
Project: Casino Expansion/Development (Valuation \$700 m). This project involves Casino's expansion program, which includes casino renovation, new hotel, entertainment center, parking structure, pedestrian bridges, alignment of entry and exit roads, and various other improvements.
Transstech provided following services:
 Building Plan Check and Inspection.
 Fire Plan Check.
Transstech serves as the Tribe's and Casino's (they are 2 separate entities) Contract Building Official, Plan Checker, Inspector and Fire Marshall.

Agency: CITY OF TEMPLE CITY
Project: Blossom Walk Residential Development (Valuation \$6 m). This development includes 24-unit condominiums and 4 single family homes.
Transstech provided following services:
 Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
 Building Plan Check and Inspection.
 Engineering Plan Check and Inspection.
Transstech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



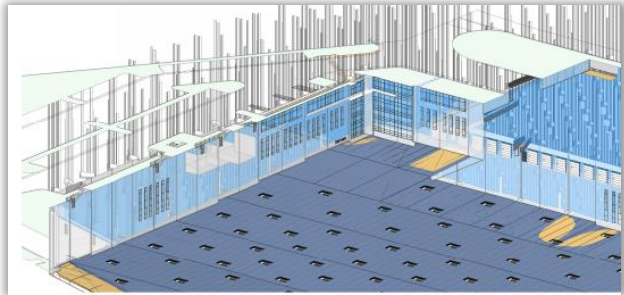
Agency: CITY OF WEST COVINA
Project: Medical Center Building (Valuation \$20 m). This project is a new Medical Office Building of approximately 55,000 sf that will operate 24/7 providing a radiation oncology department and infusion department.
Transstech provided following services:
 Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
 Building Plan Check and Inspection.
 Engineering Plan Check and Inspection.
Transstech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: CITY OF SOUTH PASADENA
Project: 820 Mission Development LLC (Project Value: \$10M). This project is a new office building with one residential unit above, new 15-unit townhome cluster with office fronting Mission Street with one-level subterranean parking, convert existing 3-story industrial building into 9 residential units, construct 13 townhome units.
Transstech provided following services:
 Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
 Building Plan Check and Inspection.
Transstech serves as the City's Contract Building Official.



Agency: CITY OF CARSON
Project: The District at South Bay (Valuation \$175 m). This development includes industrial buildings on 73 acres with 5 industrial building with 1,499,492 sq ft and Country Mart project including five (5) restaurant / retail buildings, four (4) drive through restaurants, and one (1) restaurant facility building on an approximate 11-acre site. There will be a park component with a performance pavilion, kids playground, event lawn, dog park and gardens. The restaurant facility will include public and family restrooms to support the public open space.
Transstech provided following services:
 Building Plan Check and Inspection.
Transstech serves as the City's Contract Building Official.





Agency: SNOQUALMIE INDIAN TRIBE, WASHINGTON

Project: Casino expansion (Valuation \$195 m). This development includes 5 phases with 1,188,000 sq ft to include casino remodel, podium, hotel tower, parking structure, valet parking.

Transtech provided following services:

Building Plan Check and Inspection.

Transtech serves as the Tribe's Casino's Contract Building Official, Plan Checker, Inspector.

Experience in DB (Design-Build) Project Delivery:

Transtech has extensive experience in managing DB Projects in compliance with CA Public Contract Code.

4b. References

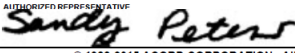
CITY OF SOUTH EL MONTE	(Year started and completed: 2018 – Ongoing Service)
Contact:	Rene Salas, City Manager; T: Phone: 626-579-6540, E: rsalas@soelmonte.org
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Construction Management/Inspection; Federally Funded Project Management ; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)
CITY OF COMMERCE	(Year started and completed: 2015 – Ongoing Service)
Contact:	Vilko Domic, Assistant City Manager; T: 323-722-4805; E: vilkod@ci.commerce.ca.us
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Construction Management/Inspection; Federally Funded Project Management ; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)
CITY OF TEMPLE CITY	(Year started and completed: 2013 – Ongoing Service)
Contact:	Bryan Cook, City Manager; T: 626-285-2171; E: bcook@templecity.us
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Construction Management/Inspection; Federally Funded Project Management ; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)
CITY OF MONTEREY PARK	(Year started and completed: 2013 – Ongoing Service)
Contact:	Shawn Igoe, Director of Public Works; T: 626-307-1320; E: sigo@MontereyPark.ca.gov
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Construction Management/Inspection; Federally Funded Project Management ; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)
CITY OF WEST COVINA	(Year started and completed: 2019 – Ongoing Service)
Contact:	Paulina Morales, City Manager; T: 626-939-8401; E: pmorales@westcovina.org
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Construction Management/Inspection; Federally Funded Project Management ; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)



5. City Standard Contract

Transtech's current Insurance Info is provided below. If selected by the City for this project, we will appreciate the opportunity of having our Attorney discuss the final contract language to ensure our insurance is in compliance with current laws and regulations and meets the City's requirements with the City's Attorney. Following items may be discussed:

- For insurability purposes, any duty to defend which is not expressly deleted or defined as a reimbursement to the extent of the adjudicated negligence will present insurability issues.
- Insurance may not cover payment for any of the City's defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor. Consultant should reimburse all reasonable attorneys' fees as part of City's total damages tied directly to Consultant's determined percentage of fault.
- For insurability purposes, one of the most important contract terms is to ensure the word "negligent" is evident in the indemnity clause. Absent a negligence trigger for claims, a client or owner could present claims with no allegations of negligence, and the professional liability may have coverage implications. Inserting "negligent" acts, errors, or omissions can help make the entire indemnity subject to an appropriate standard of care.
- Many contracts use phrases such as: "arising out of or in connection with". This can allow the certificate holder to assert claims that vaguely involve our scope of services. By replacing such phrases with "but only to the extent actually caused by", the claimant must establish that the negligence was the proximate cause of the damage, otherwise known as direct causation, would be insurable.
- For insurability purposes, we suggest limiting the obligation to only those parties with whom we have the contract, or who are in direct contractual privity to the project owner.
- For insurability purposes, in the event of any dispute between the Parties related to this Agreement or this Project, we recommend that the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute should be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation should be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs."

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
				1/10/2024		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3097 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License# 6003745		CONTACT NAME: Sandy Peters PHONE (A/C No. Ext): 626-696-1901 FAX (A/C No.): E-MAIL: CertsDesignPro@AssuredPartners.com ADDRESS:				
INSURED Transtech Engineers, Inc. 909-595-8599 13367 Benson Ave Chino CA 91710-3009		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Co of America NAIC # 31194 INSURER B: Travelers Property Casualty Company of America 25674 INSURER C: The Travelers Indemnity Company of Connecticut 25682 INSURER D: Hartford Casualty Insurance Company 29424 INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER: 1147308474		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR. LTR.	TYPE OF INSURANCE	ADD. SUBR. INSL. W/O.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input checked="" type="checkbox"/> LOC OTHER:	Y	6805H737478	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> No deductibles	Y	BA3R067451	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0	Y	CUP4F17434A	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PRIOR/PROPRIETARY PARTNERS/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	57WEGAAS08A	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTHER \$1 EACH ACCIDENT \$ 1,000,000 \$1 DISEASE - EA EMPLOYEE \$ 1,000,000 \$1 DISEASE - POLICY LIMIT \$ 1,000,000 Per Claim Aggregate Limit \$2,000,000 \$4,000,000
A	Professional Liability		107328311	12/31/2023	12/31/2024	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks: Schedule, may be attached if more space is required) Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Professional Liability is E&O Liability. RE: The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability/Employee Benefits Liability RE: All operations as pertains to the named insured - The City of Banning, its officers, officials, employees and agents are named as an additional insured as respects general & auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). Professional Liability policy has a retro date: 1/1/1989. Cancellation: 30 day notice/10 day for non-pay, will be sent to the certificate holder.						
CERTIFICATE HOLDER				CANCELLATION 30 Day Notice will be sent to holder		
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2016/03)

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Appendix – Federal Forms

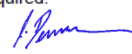
Local Assistance Procedures Manual

Exhibit 10-01
Consultant Proposal DBE Commitment

Reset Form

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Ojai 2. Contract DBE Goal: 11%
 3. Project Description: Pedestrian and Bike Safety Improvements Project
Maricopa Hwy (SR-33) ATP 02-07-168M; Federal Project #ATPL-5251(026)
 4. Project Location: Maricopa Hwy improvements are from El Roblar Dr. to Ojai Ave. (SR-150)
 5. Consultant's Name: Transtech Engineers, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Federal and Labor Compliance, Public Relations and Community Outreach	36060	Advanced Avant-Garde Ana Lenoue; 909-979-6586	5.66%
Materials Testing and Inspection	51095	HD GeoSolutions, Inc. Brian Skyers, 818-357-5845	5.66%
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		11. TOTAL CLAIMED DBE PARTICIPATION 11.32% % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div>  12. Preparer's Signature Okan Demirci, PE, QSD/P 14. Preparer's Name Principal Project Manager 16. Preparer's Title </div> <div> 06/06/2024 13. Date 909-595-8599 15. Phone </div> </div>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

LPP 18-01

Page 1 of 2

Attachment B
Exhibit A
Page 45 of 59



Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: 06/06/2024		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

LPP 13-01

Page 1
May 8, 2013Attachment B
Exhibit A
Page 46 of 59

Submitted To
City of Ojai

Public Works Department
408 S. Signal St.
Ojai, CA 93023

Attn.: Lindy Palmer
Public Works Director



FEE PROPOSAL

**Construction Management
and
Construction Inspection
Services**

Pedestrian and Bike Safety Improvements Project
Maricopa Hwy (SR-33) ATP 02-07-168M
Federal Project #ATPL-5251(026)



TRANSTECH

Est. 1989

www.transtech.org

855.595.2495 (toll-free)

Submitted By
TRANSTECH Engineers, Inc.

Contact Person for this Proposal:

Okan Demirci, PE, QSD, QSP

Principal Project Manager

E: okan.demirci@transtech.org

C: 714-319-6137; O: 909-595-8599

Page 46 of 58

Attachment B
Exhibit A

Page 47 of 59

PW Agreement No. 2024-05

June 6, 2024

City of Ojai
Public Works Department
408 S. Signal St.; Ojai, CA 93023
Attn.: Lindy Palmer, Public Works Director

[About Transtech Video Highlight:](#)
[CLICK HERE](#)



FEE PROPOSAL

**Construction Management and Construction Inspection Services
Pedestrian and Bike Safety Improvements Project
Maricopa Hwy (SR-33) ATP 02-07-168M; Federal Project #ATPL-5251(026)**

Dear Ms. Palmer:

As required, Fee Proposal is submitted separately.
Thank you for the opportunity to submit this proposal.

If you have any questions or need additional information, please contact us.

Respectfully submitted,

Okan Demirci, PE, QSD/P, Principal Project Manager
E: okan.demirci@transtech.org; C: 714-319-6137

Ahmad Ansari, PE, Contract Principal
E: ahmad.ansari@transtech.org; C: 949-702-5612



FEE PROPOSAL																	
Construction Management and Construction Inspection Services																	
Pedestrian and Bike Safety Improvements Project																	
Maricopa Hwy (SR-33) ATP 02-07-168M; Federal Project #ATPL-5251(026)																	
Submitted by: Transtech Engineers, Inc.																	
FEE TABLE Prepared per the format required in RFP		Durations specified in the RFP		Project RE, Project Manager, Sr. Engineer, Coordination with Caltrans (as needed)			Construction Manager (full time anticipated)	Inspector (full time anticipated)		Office Engineer (full time anticipated)			Other Support Staff (List staff classifications as necessary)			Tot Hrs	Total Fee
							Based on our experience on similar previous projects, above classifications are combined into single person for efficiency: Field Construction Manager / Sr. Inspector (same person) (full time anticipated)			Based on our experience on similar previous projects, it is anticipated that part-time Office Engineer Staffing Level during construction would be sufficient			Admin Support				
				Hrs	Hrly Rate	Total Fee	Hrs	Hrly Rate	Total Fee	Hrs	Hrly Rate	Total Fee	Hrs	Hrly Rate	Total Fee		
Base Fee	Pre-construction Phase	20	work days	10.0	\$225	\$2,250	20.0	\$185	\$3,700	20.0	\$165	\$3,300	10.0	\$90	\$900	60.0	\$10,150
	Construction Phase Field Construction	120	work days	120.0	\$225	\$27,000	960.0	\$185	\$177,600	480.0	\$165	\$79,200	30.0	\$90	\$2,700	1,590.0	\$286,500
	Project Close-out Phase	40	work days	20.0	\$225	\$4,500	20.0	\$185	\$3,700	40.0	\$165	\$6,600	20.0	\$90	\$1,800	100.0	\$16,600
	Sub-Totals			150.0	\$225	\$33,750	1,000.0	\$185	\$185,000	540.0	\$165	\$89,100	60.0	\$90	\$5,400	1,750.0	\$313,250
	Fee for Federal and Labor Compliance, Public Relations and Community Outreach (Support by Sub-consultant: Avant-Garde, Inc., DBE Firm)												DBE Participation		5.66%	\$20,000	
	Fee for Materials Testing and Inspection and Specialty Inspection (Support by Sub-consultant HD GeoSolutions, Inc. DBE Firm)												DBE Participation		5.66%	\$20,000	
	Reimbursables and any other costs not included in the above fees (provide breakdown) (part of fee rates)																\$0
	TOTAL BASE FEE																\$353,250
Allowance Fees required per RFP (If needed)	Construction Phase Allowance for extended work hours, night time and weekend work	10	work days	5.00	\$225	\$1,125	80	\$185	\$14,800	5.00	\$165	\$825	5.0	\$90	\$450	90.00	\$16,750
	Construction Phase Allowance for rain and unexpected delays	20	work days	10.00	\$225	\$2,250	160	\$185	\$29,600	10.00	\$165	\$1,650	10.0	\$90	\$900	180.00	\$33,500
TOTAL BASE FEE + ALLOWANCE FEES																\$403,500	
The fee information presented above represent a best estimate of the Transtech effort anticipated to carry this project per the scope of services.																	
Actual hours and dollar amounts may flex and re-allocated within various tasks as needed.																	
Staff Classifications, Hourly Rates and Hours are average and may vary within the established total budget.																	
Billing is based on actual hours spent.																	



Local Assistance Procedures Manual

Exhibit 10-02
Consultant Contract DBE Commitment

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Ojai 2. Contract DBE Goal: 11%
 3. Project Description: Pedestrian and Bike Safety Improvements Project
Maricopa Hwy (SR-33) ATP 02-07-168M; Federal Project #ATPL-5251(026)
 4. Project Location: Maricopa Hwy improvements are from El Roblar Dr. to Ojai Ave. (SR-150)
 5. Consultant's Name: Transtech Engineers, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for ALL Subconsultants: \$42,500 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Federal and Labor Compliance, Public Relations and Community Outreach	36060	Advanced Avant-Garde Corp; Ana Lenoue; 909-979-6586	\$22,500
Materials Testing and Inspection	51095	HD GeoSolutions, Inc. Brian Skyers, 818-357-5845	\$20,000
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____	14. TOTAL CLAIMED DBE PARTICIPATION		\$42,500
21. Federal-Aid Project Number: _____			11.32% %
22. Contract Execution Date: _____	<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p><i>[Signature]</i> 06/06/2024</p> <p>15. Preparer's Signature 16. Date Okan Demirci, PE, QSD/P 909-595-8599</p> <p>17. Preparer's Name 18. Phone Principal Project Manager</p> <p>19. Preparer's Title</p>		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature 24. Date			
25. Local Agency Representative's Name 26. Phone			
27. Local Agency Representative's Title			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Page 1 of 2
 July 23, 2015

Attachment B
 Exhibit A
 Page 50 of 59



EXHIBIT B
FEDERAL CONTRACT PROVISIONS

During the performance of this contract, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with Consultant.

1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

- (A) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
- (B) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

- (A) If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200,

subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

- (A) Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Consultant's personnel for the purpose of interview and discussion related to the books and records.
- (B) Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (C) Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

- (A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.
 - (i) Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate Consultant for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
 - (ii) Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause.

If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

(iii) Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's performance of the work.

(iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided, and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

(B) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

(i) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates

of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

- (ii) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- (iii) Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.
- (iv) Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) Consultant will 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.
- (vi) Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or

purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(C) Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

(D) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor

for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

- (v) Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- (i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- (iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(F) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- (i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
- (ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal

Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

- (G) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.
- (H) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(I) Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- (i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- (ii) In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- (iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. MISCELLANEOUS PROVISIONS

- (A) Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (B) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (C) Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this contract.
- (D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.
- (E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by Consultant, Consultant's investment, the amount of

subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- (iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.