



City Council Staff Report

DATE: March 18, 2015

CONSENT CALENDAR

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. IN THE AMOUNT OF \$49,190 FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE FARRELL DRIVE RIGHT TURN LANE AT VISTA CHINO (HIGHWAY 111) PROJECT, CITY PROJECT 09-11, FEDERAL AID PROJECT NO. CML 5282 (037)

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

SUMMARY:

Approval of a professional services agreement with Transtech Engineers, Inc., will provide the City with supplemental support for City staff necessary to provide complete construction management services for the Farrell Drive Right Turn Lane at Vista Chino (Highway 111) Project, City Project 09-11, Federal Aid Project No. CML 5282 (037), (the "Project").

RECOMMENDATION:

1. In accordance with Section 7.04.030 of the Palm Springs Municipal Code, determine that Transtech Engineers, Inc., due to its experience demonstrated in a prior contract with the City, is uniquely qualified to provide construction management services for the Farrell Drive Right Turn Lane at Vista Chino (Highway 111) Project, City Project 09-11, Federal Aid Project No. CML 5282 (037); and
2. Approve a Professional Services Agreement (Agreement No. _____) with Transtech Engineers, Inc., a California corporation, in the amount of \$49,190 for the Farrell Drive Right Turn Lane at Vista Chino (Highway 111) Project, City Project 09-11, Federal Aid Project No. CML 5282 (037); and
3. Authorize the City Manager to execute all necessary documents.

BACKGROUND:

On September 3, 2014, the City Council awarded a construction contract for the Project to Hillcrest Contracting, Inc.; a copy of the related staff report is included as **Attachment 1**. With the numerous projects the City currently has in construction, the

ITEM NO. 26

City requires additional inspectors from a consultant with construction management experience, particularly in coordinating all of the additional labor compliance and equal employment opportunity interviews required on federal-aid projects. Recently, on December 17, 2014, the City Council approved a professional services agreement with Transtech Engineers, Inc., for construction management services associated with the Bogert Trail Bridge Rehabilitation Project, City Project 07-03, Federal Aid Project No. BHLS 5282 (026); a copy of the related staff report is included as **Attachment 2**.

Given the start of construction for the Project is imminent, and there is a need for supplemental support for Public Works Department staff to administer the growing list of projects moving into the construction phase, staff recommends that the City Council consider that Transtech Engineers, Inc., has special expertise in providing the requested construction management services associated with a federal-aid project, and pursuant to Section 7.04.030 "Special Expertise Procurement," of the Palm Springs Municipal Code, approve a professional services agreement with Transtech Engineers, Inc., for the Project. A professional services agreement has been prepared and is included as **Attachment 3**.

ENVIRONMENTAL IMPACT:

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents. In accordance with Section 15301 "Existing Facilities," Class 1 projects consist of the maintenance of existing highways and streets and allows for implementation of traffic signal modifications and installation of facilities for health and safety reasons, therefore the Project is considered categorically exempt from CEQA. A copy of the CEQA Notice of Exemption is included as **Attachment 4**.

On December 19, 2011, Caltrans, acting as the lead agency pursuant to the National Environmental Policy Act ("NEPA"), made an environmental determination that the Project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment ("EA") or Environmental Impact Statement ("EIS"), and has considered unusual circumstances pursuant to 23 CFR 771.117(b). On the basis of this determination under federal delegation pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding ("MOU") dated June 7, 2010, executed between the Federal Highway Administration ("FHWA") and the state of California, Caltrans has determined that the Project qualifies for a Categorical Exclusion in accordance with 23 CFR 771.117(d) pursuant to activity (d)(1). A copy of the NEPA Categorical Exclusion is included as **Attachment 5**.

FISCAL IMPACT:

The City has received a federal CMAQ grant of \$409,170 for the Project, with \$40,000 allocated to the design phase and \$369,170 allocated to the construction phase. Previously, the City budgeted \$37,910 from Special Projects (Fund 160), \$83,000 from Fund 133 (Special Gas Tax Improvement), and \$50,000 from Fund 134 (Measure A Improvements) for the Project. The Project's overall budget, and incurred expenditures, is identified in Table 1:

Table of Project Costs	Amount
Special Projects (Prior Year Allocation)	\$37,910
CMAQ Federal Aid Grant	\$409,000
Gas Tax Fund (Prior Year Allocation)	\$13,000
Gas Tax Fund	\$70,000
Measure A Fund	\$50,000
Design Services	(\$82,000)
Project Administration (through 3/18/15)	(\$28,000)
Project Administration (Estimated)	(\$25,000)
Construction Management Services	(\$50,000)
Construction Contract	(\$326,613)
Construction Contingency	(\$32,661)
Remaining Balance	\$26,636

Table 1

The Project has not, and will not, require any General Fund (Fund 001) or Measure J Fund (Fund 260) budget. Sufficient funding is available in the Local Measure A Fund, Account No. 133-4298-60076.

SUBMITTED

Prepared by:

Approved by:



Marcus L. Fuller, MPA, P.E., P.L.S.
 Assistant City Manager/City Engineer



David H. Ready, Esq., Ph.D.
 City Manager

Attachments:

1. September 3, 2014, City Council staff report
2. December 17, 2014, City Council staff report
3. Professional Services Agreement
4. CEQA Notice of Exemption
5. NEPA Categorical Exclusion

Attachment 1



City Council Staff Report

Date: September 3, 2014 CONSENT CALENDAR

Subject: AWARD OF CONSTRUCTION CONTRACT FOR THE FARRELL DRIVE RIGHT TURN LANE AT VISTA CHINO (HWY 111) PROJECT, FEDERAL PROJECT NO. CML 5282 (037), CITY PROJECT NO. 09-11

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Award of this contract will allow staff to proceed with construction of this federally funded capital improvement project.

RECOMMENDATION:

1. Approve Agreement No. _____ in the amount of \$326,613.00 with Hillcrest Contracting, Inc, for the Farrell Drive Right Turn Lane at Vista Chino (Hwy 111) Project, Federal Project No. CML 5282 (037), City Project No.09-11; and
2. Authorize the City Manager to approve cumulative change orders of up to 10% of the awarded construction contract amount, or \$32,661.30; and
3. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The Farrell Drive Right Turn Lane at Vista Chino project is a federally funded project and has oversight by the State through the California Department of Transportation ("Caltrans"). Caltrans coordinates all federal funding on local road projects. The project includes construction of a northbound right turn lane on Farrell Drive, construction of a new bus turnout on Vista Chino, relocation of an existing bus stop, upgrade of curb ramp at the southeast corner of the intersection, modification of traffic signals, construction of a new sidewalk, and reconstruction of existing asphalt concrete pavement.

The City received \$40,000 in federal funds for the Preliminary Engineering phase, including environmental clearance and design for this project. The City's consultant, KOA Corporation, has completed the environmental studies, the construction plans, specifications and estimates.

On March 12, 2014, the Public Works and Engineering Department received from Caltrans the Authorization to Proceed (E-76) with Construction for this project, with a federal amount of \$364,743.

On June 4, 2014, the City Council reviewed and approved the plans, specifications, and estimates and authorized staff to proceed with bidding. On June 28th, and July 5th, 2014, the project was advertised for bids, and at 3:00 p.m. on August 5, 2014, the Procurement and Contracting Division received construction bids from the following contractors:

1. Hillcrest Contracting, Inc.; Corona, CA	\$326,613.00
2. C.S. Legacy Construction, Inc.; Pomona, CA	\$345,914.00
3. Golden Vista Construction, Inc. (dba Golden Valley Construction); Palm Springs, CA	\$357,811.70
4. Granite Construction Company; Indio, CA	\$367,311.00
5. CLS Constructors, Inc.; Grand Terrace, CA	\$368,222.50
6. Tri-Star Contracting II, Inc.; Desert Hot Springs, CA	\$379,462.50
7. PTM General Engineering Services, Inc.; Riverside, CA	\$383,083.00

The engineer's estimate was \$416,000.00.

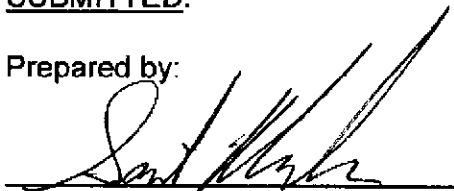
The lowest responsive, responsible bidder is Hillcrest Contracting, Inc., a California corporation located in Corona, and its officers are: Glenn J. Salsbury, President, and Einer G. Lindholm, Vice President/Secretary.

FISCAL IMPACT:


The federal contribution of 88.53% or \$289,150.48 is available in account number 261-4491-60076 and the local match of 11.47% or \$37,462.52 is available in account number: 133-4298-60076.

SUBMITTED:

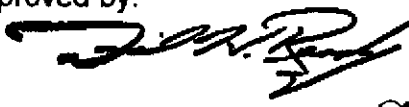
Prepared by:


Savat Khamphou
Assistant Director of Public Works

Recommended by:


David J. Barakian
Director of Public Works / City Engineer

Approved by:


David H. Ready, City Manager

Attachment:

Attachment 2



City Council Staff Report

DATE: December 17, 2014 CONSENT CALENDAR

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT TO TRANSTECH ENGINEERS, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$484,102 FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE BOGERT TRAIL BRIDGE REHABILITATION, CITY PROJECT NO. 07-03, FEDERAL AID PROJECT NO. BHLS 5282 (026)

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

SUMMARY

This action will approve a professional services agreement with Transtech Engineers, Inc., a California corporation, for construction management services for the Bogert Trail Bridge Rehabilitation, City Project No. 07-03, Federal Aid Project No. BHLS 5282 (026).

RECOMMENDATION:

- 1) Approve Agreement No. _____ with Transtech Engineers, Inc., a California corporation, in the amount of \$484,102 for construction management services related to the Bogert Trail Bridge Rehabilitation Project, City Project No. 07-03, Federal Aid Project No. BHLS 5282 (026); and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The Public Works and Engineering Department previously applied for funding through the Highway Bridge Program (HBP) for widening and rehabilitation of the existing Bogert Trail bridge over the Palm Canyon Wash. The existing bridge has been identified by Caltrans as functionally obsolete, and its widening and

repairs are eligible for funding through the HBP. This project will retrofit and repair the existing bridge, and widen the bridge deck width to match the existing roadway width on either side of the bridge, including new sidewalks and accommodating bike lanes.

On November 5, 2014, the City Council approved the plans, specifications, and working details for the Bogert Trail Bridge Rehabilitation, City Project No. 07-03, Federal Project No. BHLS-5282 (026), (the "Project"), and authorized the bid process. The project has been advertised for bidding, with a bid opening date of December 16, 2014; City Council award of a construction contract will be scheduled in January 2015.

The scope of the Project is of a magnitude that requires the services of a professional construction management firm. Construction of the Project was originally anticipated in 2012, however, construction of the Project causes potential environmental impacts to the critical habitat for Casey's June beetle, a federal endangered species. In order to mitigate for these potential environmental impacts, the City was required to dedicate a permanent easement, the Bogert Wash Preserve, adjacent to the Project, to the Center for Natural Lands Management (CNLM). On July 3, 2013, the City Council approved a funding agreement and granted a conservation easement for Casey's June beetle habitat mitigation to CNLM for the Project, allowing staff to proceed with the construction phase.

Staff prepared a Request for Proposals (RFP) for construction management services, including all related construction engineering, inspection, materials testing, and contract compliance. With the expectation that construction of the Project was to occur in 2012, staff released the RFP in October 2011, which was published and made available to firms through the City's Division of Procurement and Contracting. On November 2, 2011, the Division of Procurement and Contracting received proposals from the following 5 firms:

1. Athalye Consulting Engineering Services, Inc.; Lake Forest, CA
2. Atkins Global; San Diego, CA
3. Falcon Engineering Services, Inc.; Corona, CA
4. Harris & Associates; Irvine, CA
5. Transtech Engineers, Inc.; Walnut, CA

Following review of the proposals and interviews by staff, Transtech Engineers, Inc., was selected on the basis of the firm's professional experience, qualified staff, and excellent references.

The Public Works and Engineering Department has prepared a professional services agreement with Transtech Engineers, Inc., in the amount of \$484,102 to provide the City with the required construction management services, including

all related construction engineering, inspection, materials testing, and contract compliance. A copy of the proposed professional services agreement is included as **Attachment 1**.

FISCAL IMPACT:

A total of \$5,224,193 was previously budgeted for the Project from the following fund sources:

- Local Measure A (Fund 134): \$896,016
- Caltrans – HBP Grant, Capital Projects (Fund 261): \$4,328,177

All costs associated with the Project are reimbursed up to 88.53% by the federal Highway Bridge Program (HBP) grant from the Federal Highway Administration via Caltrans. Funds to encumber for approval of the Professional Services Agreement in the amount of \$484,102 with Transtech Engineering, Inc., are budgeted and available from the following accounts:

- Local Measure A, Account No. 134-4498-50244; \$55,527
- Federal HBP Grant, Account No. 261-4491-50244; \$428,575

No local general funds are being used for the Project.

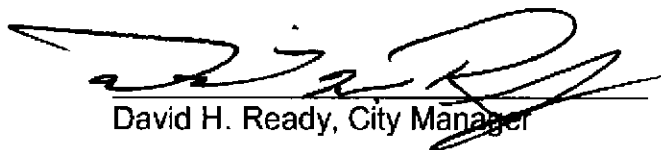
SUBMITTED:

Prepared by:



Marcus L. Fuller
Assistant City Manager/City Engineer

Approved by:



David H. Ready, City Manager

Attachments:

1. Professional Services Agreement

Attachment 3

**PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT SERVICES
FARRELL DRIVE RIGHT TURN LANE AT VISTA CHINO
CITY PROJECT NO. 09-11**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into, and effective on March 18, 2015, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and **Transtech Engineers, Inc., a California corporation**, ("Consultant"). City and Consultant are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. City has determined that there is a need for construction management services for the Farrell Drive Right Turn Lane at Vista Chino, City Project No. 09-11, Federal Aid Project No. CML 5282 (037), (the "Project").

B. Consultant has submitted to City a proposal to provide construction management services to City for the Project under the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

D. City desires to retain Consultant to provide such professional services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced professionals performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The Consultant's Proposal is attached as Exhibits "B," and is incorporated by reference and made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the terms of this Agreement; and, (3rd) the provisions of the Consultant's Proposal (Exhibit "B").

1.3 Compliance with Law. Consultant warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

1.4 Licenses, Permits, Fees, and Assessments. Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement. Consultant shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent

losses or damages. Consultant shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Consultant. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Consultant that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered under this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of **Forty Nine Thousand One Hundred Ninety Dollars, (\$49,190.00)** ("Maximum Contract Amount"), except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "C." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified in this Agreement. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, Consultant shall complete

the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit "C"), in any month in which Consultant wishes to receive payment, Consultant shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "D"), incorporated by reference.

3.2 Schedule of Performance. Consultant shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted) if Consultant, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement under this section.

3.4 Term. Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services. However, the term shall not exceed three (3) years from the commencement date, except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

3.5 Termination Prior to Expiration of Term. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. Consultant may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act in its behalf and make all decisions with respect to the Services to be performed under this

Agreement: **Ali Cayir, Principal**. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Consultant shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability under this Agreement without the express written consent of City.

4.4 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Consultant a City employee.

A. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers,

employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Consultant's performance of Work under this Agreement, including Consultant's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification under (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a

combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant under this Agreement:

5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing

contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

- 5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Consultant shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an

acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit

Consultant's indemnification obligation or other liability under this Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

6.2 Design Professional Services Indemnification and Reimbursement. If the Agreement is determined to be a "design professional services agreement" and Consultant is a "design professional" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 6.1 in favor of the Indemnified Parties. In addition, Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Consultant acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Consultant agrees that Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Consultant is providing design services, Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all resulting damages. Consultant may retain copies of such documents for their own use. Consultant shall have an unrestricted right to use the concepts embodied in this Agreement. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Consultant fails to secure such assignment, Consultant shall indemnify City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the

term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Consultant. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may

withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which

infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. Consultant shall not be obligated to indemnify City under any settlement that is made without Consultant's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm springs, California 92262
Telephone: (760) 323-8204
Facsimile: (760) 323-8332

To Consultant: Ali Cayir, P.E., Principal
Transtech Engineers, Inc.
13367 Benson Avenue
Chino, CA 91710
Telephone: (909) 595-8599 ext. 121
Facsimile: (909) 590-8599

10.3 Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

**“CITY”
City of Palm Springs**

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

APPROVED BY CITY COUNCIL:

Date: _____ Agreement No. _____

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONSULTANT NAME:

Transtech Engineers, Inc., a California corporation
13367 Benson Avenue
Chino, CA 91710

By _____
Signature (Notarized)

By _____
Signature (Notarized)

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide Construction Management and Inspection, Federal and Labor Compliance and Contract Administration in compliance with Caltrans LAPM. Following is a summary of tasks generally provided for project/construction management and inspection of general engineering projects:

1. Functioning as City Engineer's Extension, and providing requested services.
2. Managing construction activities and project controls.
3. Monitoring the Contractor's baseline schedule, master construction schedule, and any updated construction schedules.
4. Conducting Pre-construction meeting with the contractor, City, and other involved parties
5. Conducting construction meetings with the contractor, City, and other involved parties.
6. Preparation and distribution of meeting minutes.
7. Performing PW inspections.
8. Responding to complaints and resolving problems as necessary.
9. Reviewing contractor change order requests, and preparing necessary documentation for submittal and approval or denial by the City.
10. Reviewing and verifying contractor pay requests and preparing necessary documentation for submittal and approval by the City.
11. Monitoring Federal Labor compliance.
12. Reviewing certified payroll submittals from contractor.
13. Managing contract cost accounting system and preparation of a log of all Contractor's Progress Billings.
14. Conducting project walk-through(s) and preparing punch list(s).
15. Ensuring the project is implemented per the approved set of plans, and preparing as-built drawings at the completion of construction.
16. Maintaining proper project files and documentation.
17. Coordinating close out of the project,
18. Presenting to the City project close out file.

Following is a detailed description of various tasks to be provided in compliance with LAPM:

LAPM, Chapters 16 and 17 cover requirements for the contract administration and project completion of federally funded projects. LAPM Chapter 16 covers the topics beginning with project supervision, contract time, subcontractors, Engineer's daily reports, projects files, construction records and procedures, safety provisions, labor compliance, equal opportunity employment, disadvantaged business enterprise, contract change orders, material sampling and testing, and traffic safety in the highway and street zones. Chapter 17 covers the topic of project completion.

Pre-Construction Meeting: We will conduct a pre-construction meeting. The meeting will be attended by representatives of the local agency and contractor. The City will also invite other affected agencies, local authorities (police, fire, etc.), and public utilities personnel to attend. City will also extend an invitation to Caltrans. If necessary, we will hold additional meetings where considerable effort and time is required to cover specific areas, such as labor compliance, Equal Employment Opportunity (EEO), record keeping, etc. We will explain the various forms, reports, as well as sanctions for noncompliance with local, state, and federal requirements. Discussions will include: requirements for Equal Employment Opportunity, state and federal safety, labor compliance and DBE. Potential utility and traffic safety problems will also be discussed, as well as the National Environmental Policy Act (NEPA) compliance requirements. A written record of attendance and items discussed will be prepared and distributed to all attendees.

Contract Time Monitoring: We will review working days, contract time requirements, and document time extensions according to the requirements set forth in the bid specifications. Any contract time extension approvals will only be made if the justification demonstrates a delay to the controlling item(s) of work in the contractor's schedule. We will maintain a written record of project progress. This record will 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. We will use documentation similar to LAPM Exhibit 16-A, "Weekly Statement of Working Days," Form CEM-2701 for the record of project progress.

Engineer's Daily Reports: Consultant shall keep daily reports to record work in progress. When the report is used to determine compliance with labor provisions of the contract, the following additional information will 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. We will use daily report forms used by Caltrans that are shown as Exhibit 16-C of LAPM.

Project Files: The project file will contain all data pertinent to the work and to the requirements of the specifications. In general, project files will support:

- adequacy of filed control
- conformance to contract specifications, and
- contract payments to the contractor

The file will be complete, available at a single location, organized and maintained in a manner that permits inspection by Caltrans and FHWA personnel during process reviews or random checks. Maintaining complete and accurate files is a very important aspect of managing federally funded projects. Generally, whenever the local agency is unable to produce requested data or information, it is assumed by reviewing personnel that the required actions were either never performed or not properly recorded.

Organized project files can minimize these negative assumptions. The District Local Assistance Engineer (DLAE) may perform process reviews and inspect, during construction, local agency project files for compliance with Federal and State requirements. Organization and content of the project file is one indicator of effective and efficient management of the project by the resident engineer.

Organization of Files: Project files will be organized to include the information listed below:

1. Project Personnel
2. Correspondence
3. Weekly record of working days
4. Materials Data (*Material Data will vary according to the Local Agency's Quality Assurance Program, QAP. Items listed are required for the Caltrans QAP if adopted by the local agency*)
5. Engineer's Daily Reports
6. Contract Item Pay Quantity Documents
7. Contract Change Orders
8. Extra Work Reports
9. Progress Pay Estimates and Status of Funds
10. Labor Compliance and EEO records
11. Contractor's Payrolls
12. Final Report
13. Materials Certificate
14. DBE Records

Construction Records and Accounting Procedures: The essential elements of the system are as follows:

1. It must contain a file of source documents supporting payments made to contractors. Source documents will clearly record:
 - The specified portion of work it applies;
 - The necessary measurements and/or calculations by which the quantity is determined; and
 - The name of the individual who made the determination.
2. The calculations on source documents will be checked in accordance with good engineering practice.
3. Weighmaster certificates are source documents and must be validated at the point of delivery.
4. It will contain a separate item sheet for each contract item and each appropriate accounting category such as; adjustments of compensation; extra work payments; payments for materials not yet incorporated into the work; and deductions.
5. It will contain a contingency balance and anticipated changes sheet, on which the current estimated probable final cost of the work is recorded.
6. It will provide for retention of the records in accordance with the Local Agency-State Agreement. This agreement requires that records be retained by the local agency for a period of three years from the date of final payment under the project program supplement.

Labor Compliance: The administering agency is responsible to designate a labor compliance officer. We report to City's labor compliance officer, and will assist in enforcing enforce the contract provisions and that labor compliance requirements are performed and documented in the project file.

Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements apply to all federal-aid construction contracts and all related subcontracts of \$10,000 or more. A proactive approach to ensure compliance is to discuss the requirements of the contract at the pre-construction conference.

Recordkeeping: The administering agency must document contractor's compliance with the EEO requirements according to the FHWA Form 1273, Exhibit 12-E, Chapter 12 and maintain the record for three years.

Reporting: The FHWA Form PR-1391 is prepared by the prime contractor and by each subcontractor if the federal-aid construction contract work exceeds \$10,000. It is the responsibility of the administering agency to ensure that the prime and subcontractors complete the form accurately and timely. The administering agency must review, countersign and submit the PR-1391 to the DLAE by August 25 of each year. Failure to submit the report form in a timely manner may result in sanctions and/or a process review.

EXHIBIT "B"

CONSULTANT'S PROPOSAL

FOLLOWS THIS PAGE

Submitted to:



CITY OF PALM SPRINGS

3200 E. Tahquitz Canyon Way

Palm Springs, CA 92262

Attn: Savat Khamphou

Assistant Director of PW/

Assistant City Engineer

**PROPOSAL
FOR
CM/CI SERVICES
FARRELL DRIVE RIGHT TURN LANE AT VISTA CHINO (State Hwy 111)**

Submitted by:

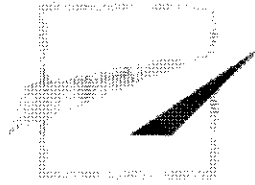
TRANSTECH Engineers, Inc.
13367 Benson Avenue
Chino, CA 91710



Contact person for this submittal:

Ali Cayir, PE

ali.cayir@transtech.org; C: 714-883-8677



March 4, 2015

TRANSTECH

CITY OF PALM SPRINGS
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Attn: Savat Khamphou
Assistant Director of PW/Assistant City Engineer

Subject: PROPOSAL, CM/CI SERVICES FOR FARRELL DRIVE RIGHT TURN LANE AT VISTA CHINO (State Hwy 111)

Dear Mr. Khamphou:

Per City's request, Transtech is pleased to submit this proposal for the subject project.

1. Project Information:

Project Name:	Farrell Dr. Right Turn Lane at Vista Chino City Project No. 09-11 Federal Aid Project No. CML 5282 (037)
Field Construction Duration:	32 Work Days Working Days, M-F
Funding:	Federal and Local Project shall be managed and administered in compliance with Caltrans LAPM (Local Assistance Procedures Manual) for federally funded project requirements
Caltrans Permit:	The Project will be done under Caltrans Encroachment Permit (Permit No. 08-12-N-MC-0421
Scope of Services requested by the City:	Construction Management and Inspection, Federal and Labor Compliance, Contract Administration in compliance with Caltrans LAPM
Scope Exclusion:	City will provide Geotechnical Consultant for Materials Testing and Inspection from its list of pre-qualified Consultants.

2. Scope of Work:

Transtech will provide Construction Management and Inspection, Federal and Labor Compliance and Contract Administration in compliance with Caltrans LAPM. Following is a summary of tasks generally provided for project/construction management and inspection of general engineering projects:

1. Functioning as City Engineer's Extension, and providing requested services.

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CITY OF PALM SPRINGS

Attn: Savat Khamphou, Assistant Director of PW/Assistant City Engineer

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2. Managing construction activities and project controls.
3. Monitoring the Contractor's baseline schedule, master construction schedule, and any updated construction schedules.
4. Conducting Pre-construction meeting with the contractor, City, and other involved parties
5. Conducting construction meetings with the contractor, City, and other involved parties.
6. Preparation and distribution of meeting minutes.
7. Performing PW inspections.
8. Responding to complaints and resolving problems as necessary.
9. Reviewing contractor change order requests, and preparing necessary documentation for submittal and approval or denial by the City.
10. Reviewing and verifying contractor pay requests and preparing necessary documentation for submittal and approval by the City.
11. Monitoring Federal Labor compliance.
12. Reviewing certified payroll submittals from contractor.
13. Managing contract cost accounting system and preparation of a log of all Contractor's Progress Billings.
14. Conducting project walk-through(s) and preparing punch list(s).
15. Ensuring the project is implemented per the approved set of plans, and preparing as-built drawings at the completion of construction.
16. Maintaining proper project files and documentation.
17. Coordinating close out of the project,
18. Presenting to the City project close out file.

Following is a detailed description of various tasks to be provided in compliance with LAPM:

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Attn: Savat Khamphou, Assistant Director of PW/Assistant City Engineer

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3. Estimated Level of Effort and Budget:

We have made the following assumptions for the level of effort:

Pre-construction; Estimated Level of Effort and Budget: \$3,480 (See breakdown below)	
Work Effort	Staffing Effort and Budget
It is assumed our effort for this phase will involve: <ul style="list-style-type: none">• Initial review of the project plans and specifications to gain familiarity with the project.• Coordination and attendance at pre-construction meeting.• Presentation of Federal, Labor compliance and other project related issues at the pre-con meeting.• Preparation of meeting minutes.• Administration and coordination.	RE/PM/Sr. Engineer: \$160/hr average billing Rate; 8 hrs; \$1,280 Total <ul style="list-style-type: none">• 4 hrs for pre-con attendance; 2 hrs for project documents, plans, specs review; 2 hrs for prep, admin and management Inspector: \$115/hr average billing Rate; 8 hrs; \$920 Total <ul style="list-style-type: none">• 4 hrs for pre-con attendance; 2 hrs for project documents, plans, specs review; 2 hr for prep, admin and management Fed/Labor Compliance: \$100/hr average billing Rate; 6 hrs; \$600 Total <ul style="list-style-type: none">• 4 hrs for pre-con attendance; 1 hrs for project documents, plans, specs review; 1 hrs for prep, admin and management Office Admin Support: \$85/hr average billing Rate; 8 hrs; \$680 Total <ul style="list-style-type: none">• 4 hrs for pre-con attendance; 4 hrs for prep, admin and management, mtng minutes prep, etc.
Construction (32 Work-Day); Estimated Level of Effort and Budget: \$43,040 (See breakdown below)	
Work Effort	Staffing Effort and Budget
It is assumed our effort for this phase will involve:	RE/PM/Sr. Engineer: \$160/hr average billing Rate; 48 hrs; \$7,680 Total <ul style="list-style-type: none">• Average 1.5 hrs/day in 32 day period for oversight, admin and management



<ul style="list-style-type: none"> Resident Engineer/PM/Sr. Engineer support, oversight, management, admin, coordination Coordination with Caltrans Field inspection Federal/Labor Compliance Preparation of LAPM forms and documents Office admin support 	<p>Inspector: \$115/hr average billing Rate; 256 hrs; \$29,440 Total</p> <ul style="list-style-type: none"> It is assumed that the inspector will average 8 hrs/day between site inspections and paper work. Some days it may be more, some less depending upon the on-going work on site. <p>Fed/Labor Compliance: \$100/hr average billing Rate; 32 hrs; \$3,200 Total</p> <ul style="list-style-type: none"> This includes field labor compliance interviews, review of certified payroll, DBE review, federal/labor compliance, LAPM forms, etc. <p>Office Admin Support: \$85/hr average billing Rate; 32 hrs; \$2,720 Total</p> <ul style="list-style-type: none"> Admin and office support
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Project Close-out; Estimated Level of Effort and Budget: \$2,670 (See breakdown below)	
Work Effort	Staffing Effort and Budget
<p>It is assumed our effort for this phase will involve:</p> <ul style="list-style-type: none"> Project final review and documents Project file submittal, acceptance and Project close out Office admin support 	<p>RE/PM/Sr. Engineer: \$160/hr average billing Rate; 6 hrs; \$960</p> <p>Inspector: \$115/hr average billing Rate; 2 hrs; \$230 Total</p> <p>Fed/Labor Compliance: \$100/hr average billing Rate; 8 hrs; \$800 Total</p> <p>Office Admin Support: \$85/hr average billing Rate; 8 hrs; \$680 Total</p>

Total estimated budget based on the above assumptions is \$49,190. If we are able to start the Bogert Trail Bridge project construction at the same duration, we may be able to reduce some of the costs, if we can take advantage of on-site staff members to the extent feasible without impacting their work effort on the Bogert Trail Bridge project. Following is a breakdown of our fee.

Staffing and Estimated Budget Allocations	Pre-construction			Construction (32 work-day)			Project Close-out			Totals
	Allocated Hrs	Average Billing Rate	Total	Allocated Hrs	Average Billing Rate	Total	Allocated Hrs	Average Billing Rate	Total	
RE/PM Services	8	\$160	\$1,280	48	\$160	\$7,680	6	\$160	\$960	\$9,920
Inspections Services	8	\$115	\$920	256	\$115	\$29,440	2	\$115	\$230	\$30,590
Fed/Labor Compliance Services	6	\$100	\$600	32	\$100	\$3,200	8	\$100	\$800	\$4,600
Administration Support Services	8	\$85	\$680	32	\$85	\$2,720	8	\$85	\$680	\$4,080
Totals	30		\$3,480	368		\$43,040	24		\$2,670	\$49,190

4. Similar Project Experience:

- Rosemead Safety and Enhancement and ADA Improvements Project (Federally Funded), City of Temple City. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$20m.



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CITY OF PALM SPRINGS

Attn: Savat Khamphou, Assistant Director of PW/Assistant City Engineer

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- *Nason/Cactus Roadway Improvements Project, City of Moreno Valley.* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project Value: \$20m (Transtech won 2013 Construction Management Association of America-CMAA, Project Award for this Project).
- *Rte 71/Mission Bl Grade Separation Project (Federally Funded) City of Pomona.* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved construction of a grade separation. Caltrans was the oversight/jurisdictional Agency. Cost \$40m.
- *710 Freeway Interim Improvements and Fremont Widening Project (Federally Funded), City of Alhambra.* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Cost: \$15m.
- *Via Duct Boulevard/2nd Street Realignment and Metrolink Parking Facility, City of San Bernardino Project:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$6m.
- *CSUSB (Cal State SB University) San Bernardino Main Access Road:* Prepared PS&E and provided construction administration for the project. Cost \$5m.
- *Valley Boulevard Rehabilitation and ADA Improvements Project (Federally Funded), City of Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Cost \$3m.
- *New Avenue, from North to South City Limit Rehabilitation and ADA Improvements Project (Federally Funded), City of Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit. Cost \$2m.
- *Garfield Rehabilitation and ADA Improvements Project (Federally Funded), Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$2m.
- *Main Street Rehabilitation, from West to East City Limit Project, City of Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$3m.
- Transtech also has extensive experience in managing federally funded projects. In the past few years, our staff has managed over 20 federally funded projects through Caltrans Local Assistance in compliance with Local Assistance Procedures Manual as required in federally funded projects. Services included obtaining E-76 authorization for each project phase as necessary, and prepared all necessary paper work and approval process, fund reimbursement, labor compliance and contract administration throughout the project, from PE through CE, as well as serving as Resident Engineer and Inspector during construction. Below is a listing of



March 4, 2015

CITY OF PALM SPRINGS

Attn: Savat Khamphou, Assistant Director of PW/Assistant City Engineer

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similar experience projects, with Federal Project Numbers (in alphabetical order by Agency Name/Project Name):

- o CITY OF ALHAMBRA-ALHAMBRA RD REHABILITATION, WCL TO ECL; Agency Project No: Federal Funded Project ESPL-5130(014)
- o CITY OF ALHAMBRA-FREMONT OVERLAY FROM COMMONWEALTH TO NCL, MONTEZUMA TO SCL; Agency Project No: Federal Funded Project STPL - 5130 (012)
- o CITY OF ALHAMBRA-GARFIELD AVE REHABILITATION, I-10 FWY TO MAIN ST, ALHAMBRA RD TO ATLANTIC BL; Agency Project No: Federal Funded Project STPL-5130(018)
- o CITY OF ALHAMBRA-JOSYLN CENTER FEEDBG IMPROVEMENTS; Agency Project No: Federal Funded Project FEEDBG DE-FOA-0000013
- o CITY OF ALHAMBRA-MAIN ST REHABILITATION, HUNTINGTON DR TO ECL; Agency Project No: Project N2M11-68
- o CITY OF ALHAMBRA-MISSION BL RECONSTRUCTION FROM GARFIELD TO ECL; Agency Project No: Federal Funded Project HP21L-5130(011)
- o CITY OF ALHAMBRA-NEW AVE REHABILITATION, I-10 FWY TO NCL; Agency Project No: Federal Funded Project ESPL 5130(016)
- o CITY OF ALHAMBRA-POPLAR OVERLAY; Agency Project No: Federal Funded Project ESPL-5130(015)
- o CITY OF ALHAMBRA-SR25 SAFE ROUTE TO SCHOOL, COMMONWEALTH AVE, CURTIS AVE, ALHAMBRA RD, SECOND ST; Agency Project No: Federal Funded Project SRTSL-5130(017)
- o CITY OF ALHAMBRA-VALLEY BL RECONSTRUCTION, WCL TO CAMPBELL AVE; Agency Project No: Federal Funded Project HPLUL 5130(013)
- o CITY OF ALHAMBRA-VALLEY/FREMONT WIDENING; Agency Project No: Federal Funded Project FCRL-5130(005)
- o CITY OF ALHAMBRA-710 INTERIM IMPROVEMENTS, VALLEY FIBEROPTIC; Agency Project No: Federal Funded Project RPL-5130(009), 07-LA-710 PM26.5/27.5, EA. 07279 - 187701-A
- o CITY OF BELL-FLORENCE AVENUE OVERLAY PROJECT; Agency Project No: Federal Funded Project STPL-5272 (007)
- o CITY OF COMMERCE-CDBG FUNDED ADA RAMPS AT VARIOUS LOCATIONS; Agency Project No: CC NO. 0201
- o CITY OF COMMERCE-FLOTILLA ARRA PROJECT; Agency Project No: Federal Funded Project LAES427
- o CITY OF COMMERCE-GARFIELD AVE, TELEGRAPH RD TO MALT AVE OVERLAY; Agency Project No: Federal Funded Project LSSTPL045
- o CITY OF COMMERCE-SAFE ROUTE TO SCHOOL; Agency Project No: Federal Funded Project STPLHSR-5362(009)
- o CITY OF COMMERCE-SLAUSON AVE OVERLAY; Agency Project No: Federal Funded Project STPL-5362(011)
- o CITY OF COMMERCE-SR25 AND FTA BUS SHELTER CONSTRUCTION; Agency Project No: Federal Funded Project SR2SL-5362(013)
- o CITY OF COMMERCE-TRAFFIC SIGNAL IMPROVEMENTS; Agency Project No: Federal Funded Project STPLHG-5362(008)
- o CITY OF COMMERCE-WASHINGTON ST RECONSTRUCTION, 710 FWY TO COBB ST
- o CITY OF COMMERCE-WASHINGTON BL OVERLAY, FIDELIA ST TO ATLANTIC BL; Agency Project No: Federal Funded Project DPI-5362(012)
- o CITY OF EL MONTE-ADA AND ST IMPROVEMENTS AT VARIOUS LOCATIONS; Agency Project No: Federal Funded Project 5210(018)
- o CITY OF MORENO VALLEY-CACTUS & NASON STREET IMPROVEMENTS; Agency Project No: Agreement 08-33-011-00
- o CITY OF POMONA-STATE RTE 71 AND MISSION BL GRADE SEPARATION; Agency Project No: Federal Funded Project STPLN-5070(009)
- o CITY OF POMONA-CONSTRUCTION AND PROJECT MANAGEMENT STAFF EXTENSION CONTRACT
- o RIVERSIDE COUNTY TRANSPORTATION COMMISSION-CORONA MAIN ST METROLINK TRANSPORTATION CENTER PARKING STRUCTURE; Agency Project No: 08-33-011-00
- o CITY OF SAN BERNARDINO-VIA DUCT BOULEVARD ALIGNMENT AND RECONSTRUCTION, METROLINK SAN BERNARDINO PARKING FACILITY; Agency Project No: Federal Funded Project CML-5033(039)
- o CITY OF SAN BERNARDINO-SANTA FE DEPOT HISTORIC RENOVATION; Agency Project No: Federal Funded Project 08-4105584L
- o SAN BERNARDINO COUNTY HOUSING AUTHORITY-PROJECT AND CONSTRUCTION MANAGEMENT SERVICES; Agency Project No: U. S. Department of Housing and Urban Development Model Contract PC-662
- o RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY-ON-CALL PROJECT AND CONSTRUCTION MANAGEMENT SERVICES
- o CITY OF SAN CLEMENTE-CONSTRUCTION INSPECTION STAFF EXTENSION CONTRACT
- o CITY OF TEMPLE CITY-ROSEMEAD BOULEVARD SAFETY AND ENHANCEMENT PROJECT; Agency Project No: Federal Funded Project CML 5365(007)

5. Brief Company Profile:

Established in 1989, Transtech is a multi-disciplinary engineering consulting firm, which provides municipal engineering services to governmental agencies. Transtech has extensive experience in providing contract services to local agencies. We have a diversified team of experienced staff members who provide staff augmentation and support services to a number of local agencies. Our key staff members have served as CIP Program and Project Manager, Construction Manager, Inspector, City Engineer, City Traffic Engineer, Building Official and Plan Checker for a number of agencies, and have an excellent understanding of public agency issues, procedures, and policies. Our staff members have a broad knowledge of municipal government operations, including preparation and



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CITY OF PALM SPRINGS

Attn: Savat Khamphou, Assistant Director of PW/Assistant City Engineer

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presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. Our service capabilities include:

- Municipal Engineering, City Engineer, City Traffic Engineer, Capital Improvement Projects, Development Review, Plan Check.
- Building and Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement.
- Program and Construction Management, Owner Representative, Contract Administration, Construction Inspection, Labor Compliance.
- Civil Engineering, Freeways and Interchanges, Local Streets and Roads, Sewerage, Water and Storm Drain, Pavement Management System, Grading Studies.
- Development Master Plans and Feasibility Studies.
- CDBG Project Management.
- Federally Funded Project Management
- Grant Applications Preparation and Grant Program Management.
- Traffic and Transportation Planning and Engineering.
- Surveying and Mapping.
- Emergency and Disaster Response, Support and Recovery Services.
- Staff Augmentation.

Thank you for the opportunity to submit this proposal. Should you have any question or should you need additional information, please contact me.

Sincerely,



Ali Cayir, PE, Principal

ali.cayir@transtech.org

C: 714-883-8677

D:\PROPOSALS\TRANSTECH\PROPOSALS\2015\15-027-PS-CM/CI-SERVICES FOR FARRELL DRIVE AT VISTA CHINO.DOCX & SALPROPOSAL\15-027-PS-CM/CI-SERVICES FOR FARRELL DRIVE AT VISTA CHINO.DOCX 4/4/15 10:04

ATTACHMENTS:

- PROJECT EXPERIENCE IN VARIOUS SERVICE CATEGORIES
- REFERENCES





PROJECT EXPERIENCE IN VARIOUS SERVICE CATEGORIES

CIVIL ENGINEERING:

- State Route 710 Interim Improvements and Fremont Ave. Widening/Realignment: Prepared PS&E as well as provided construction management and inspection services for 3 federally funded projects in Alhambra. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. The project also involved coordination with Caltrans and encroachment permit processing/approval, as portions of the project was in Caltrans jurisdiction. These projects were all federally funded, requiring processing for E-76 through Caltrans Local Assistance. The total cost for 3 projects was \$20M.
- City of Alhambra Valley Boulevard Widening Project: Prepared PS&E as well as provided construction management and inspection services for Valley Boulevard widening from west to east city limits. The project was funded by a federal grant. Transtech was responsible for compliance with all requirements as detailed in Caltrans Local Program Manual, and Reengineering" including: completing Preliminary Environmental Documents, Right-of-Way Engineering, and certifying PS&E compliance to Caltrans. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. Cost \$6M.
- Mission Boulevard Widening: Prepared PS&E as well as provided construction management and inspection services for Mission Boulevard widening and reconstruction. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. Transtech/Mapco also provided construction management and inspection services for the project. The project involved coordination with Caltrans, and was federally funded and required processing for E-76 through Caltrans Local Assistance. Cost \$3M.
- City of Commerce, Washington Boulevard Overlay Project: Prepared PS&E for the rehabilitation of Washington Boulevard between the I-5 Freeway and Atlantic Boulevard in the City of Commerce. The project involved coordination with Caltrans, and was federally funded and required processing for E-76 through Caltrans Local Assistance. The total cost \$1M.
- City of Baldwin Park, Francisquito Avenue Overlay Project: Prepared PS&E for the rehabilitation of Francisquito Avenue between west and east city limits in the City of Baldwin Park. The project involved coordination with Caltrans, and was federally funded and required processing for E-76 through Caltrans Local Assistance. Cost \$1.4M.
- CSUSB (Cal State SB University) San Bernardino Campus Access Road: Prepared PS&E and provided construction administration for the project. Improvements included approximately 1 mile street, water, landscape, grading, drainage, street lighting and various other improvements. Cost \$6M.
- CSUSB (Cal State SB University) Perimeter Road for CSUSB Palm Desert Campus: Prepared PS&E for the project. Improvements included street, water, landscape, grading, drainage, street lighting and various other improvements. Cost \$1M.
- CSUSB (Cal State SB University): Campus Health Center Expansion: Prepared PS&E for the project for grading, utilities and civil engineering. Cost \$8M.
- University of California, Riverside - West Campus Infrastructure: Prepared West Campus Infrastructure Development Design/Study, which identified utility and surface infrastructure requirements, and how these improvements could be phased to accommodate proposed campus growth, for an area of 236.8 acres to support approximately 5 million gross square feet of academic, research, support, and student housing facilities. Cost \$20M.
- City of San Bernardino Campus Parkway Roadway Design: Prepared PS&E as well as provided construction management and inspection services for the project. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping. Cost \$6M.
- Alameda Corridor Agency East (ACE) Rail Grade Crossing Jumpstart Improvement Project: Prepared PS&E for Federally Funded Jump Start Improvement Package #1-Rail Grade Crossing Improvements for Alameda Corridor Agency East (ACE). Project involved 6 agencies and 14 locations in Los Angeles County. Work involved roadway realignment and reconstruction, signalization, traffic control, and construction phasing

as well as related improvements such as storm drain, water, sewer landscaping, underground utilities, etc. Cost \$8M.

- City of Glendale I-5/Colorado Off-ramp Realignment: Designed the realignment and reconstruction of the I-5/Colorado Off-ramp, including roadway, drainage, signal, striping and traffic control under Caltrans Encroachment permit. Cost: \$1m.
- City of Torrance Crenshaw and Skypark Reconstruction Projects: Prepared PS&E for Federally Funded reconstruction/rehabilitation of Crenshaw Boulevard and Skypark Avenue (2 separate projects). Transtech also provided construction management services for the project. Cost: \$3m.
- City of Commerce-Street Rehabilitation Program, Tubeway and Yates Reconstruction/Overlay: Prepared PS&E for 2 projects. The projects involved roadway rehabilitation and reconstruction, storm drain, water and sewer design. Transtech also provided construction management services for the project. Cost: \$0.5m.
- Riverside County Economic Development Agency, Real Estate Division, Engineering and Construction Services on various housing, real estate and infrastructure projects.
- City of San Bernardino, Sewer upgrade project: Preparation of a project PSE for upgrade of main sewer lines at various locations per the City's Sewer Master Plan. Cost: \$1.2 m
- City of Commerce - Master Sewer Study Telegraph Corridor re-vitalization project: Documentation of existing system. Design capacity analysis based upon land use designations. Produced master plan study report for the project along with cost estimates.
- Northpark Boulevard Sewer Extension - Half mile gravity sewer main extension for University Park Subdivision in the City of San Bernardino: Project required special structural designs and encroachment permitting for crossing 100' aqueduct right-of-way.
- University Park Storm Drain Design: Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel design for 4500 cfs.
- Penasquitos Canyon Trunk Sewer: PS&E for two miles 36-inch gravity sewer including design study reports. City of San Diego.
- Ranch Santa Fe Road Sewer Project: Relocation and rehabilitation of 1.5 miles of sewer main. City of San Marcos (by Transtech's VP, David Ragland while employed with another firm).
- Fremont Avenue Water, Storm Drain and Sewer: Design of water, storm drain and sewer improvements for the Fremont Avenue Widening project from Valley to Common Wealth in the City of Alhambra.
- City of San Bernardino Water Projects: Design and construction management of 3500 feet of 20 to 36 inch ductile iron water transmission main in the City of San Bernardino for the development of University Park. Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution. Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.
- City of Riverside Water Projects: Water distribution analysis and computer modeling for University of California Riverside West Campus expansion infrastructure project.
- City of San Marcos Water Projects: Structural arch and encasement designs for road crossings over various SDCWA pipelines up to 108 inches in diameter. Design of 30-inch CMLC steel water transmission main and pressure reducing stations. Included structural designs for hanging the waterline on a bridge (by Transtech's VP, David Ragland while employed with another firm).
- Rainbow Water District Water Projects: Design of over 15,000 feet of 8-inch to 16-inch steel water main for the Polo Club project in San Diego County (by Transtech's VP, David Ragland while employed with another firm).
- City of Carlsbad Water Projects: Design of many thousands of feet of PVC and DIP water lines for multiple subdivisions in the City with Carlsbad Municipal Water District and the Olivenhain Water District (by Transtech's VP, David Ragland while employed with another firm).

MASTER PLANS, FEASIBILITY STUDIES:

- San Elijo Hills Specific Plan. Provided planning, engineering, surveying services for the design and development of the 2,000 acre 3,500 dwelling unit Specific Plan and Master Tentative Map in the City of San Marcos.
- Shandin Hills Specific Plan. Provided planning engineering services for the preparation of the Specific Plan and Tentative Map. The project is a proposed 240 acre 1049 dwelling unit community in the City of San Bernardino. Drafted the Specific Plan and prepared the master tentative map.
- Arrowhead Springs Specific Plan (including annexation into the City): 4,000-acre site at the foothills of San Bernardino Mountains, and includes 1,500 to 2,000 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation and reuse of the historic Arrowhead Springs Hotel with a new 115 room annex, new 300-room hotel, a conference center, 14-acre corporate office area.
- Eagle Bice, Muscupiabe Land Area Infrastructure Master Plan (Devore area in San Bernardino) Drainage, Sewer and Water Master Plan: Approximately 500 acre area for future 1,100 unit master planned community. The project also included a full infrastructure (roadways, storm drain, water, sewer, parks, utilities) needs and assessment and cost analysis for this future development.
- University Development Master Plan (San Bernardino): Approximately 200 acre site in association with the City of San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and student housing, educational and training facilities and offices for Cal State SB University.
- Otay Ranch Sub Regional Plan. Member of the development task force for the Land planning, infrastructure preliminary design and assessment. The task force developed project development alternatives based on discussions of the planning issues and local concerns, environmental constraints and opportunities and to review and make policy recommendations. The initial planning effort was to implement the Board of Supervisors' Policy for the United Enterprise Holdings of approximately 22,000 acres in the County of San Diego and City of Chula Vista. This included the establishment of the planning guidelines and procedures to accomplish the staged planning and development of the Otay Ranch "New Town" project (by Transtech's VP, David Ragland while employed with another firm).
- Kelly Ranch Master Plan. This was a 433 acre 1,600 dwelling unit master plan overlooking the Agua Hedionda Lagoon in the City of Carlsbad. VTN provided the planning and engineering for the approval of the Master Plan and Master Tentative Map. The project included significant onsite and offsite infrastructure improvements that were financed by an assessment district. The project was later sold to Hillman Properties, who subsequently developed the last phases of the project. I was brought on by Hillman Properties to provide in-house consulting services relating to the construction, assessment district oversight, sales negotiations, and owners representative (by Transtech's VP, David Ragland while employed with another firm).
- Aviara Master Plan. Prepared land use planning studies, tentative maps, engineering design, reports, plans and specifications for the development of the 1,500 acres 2,000 home golf course and resort community in the City of Carlsbad. Prepared one of the first Public Facility Financing Plans for the City of Carlsbad (by Transtech's VP, David Ragland while employed with another firm).
- Parkway Business Centre: Design and construction of the 460 Acre industrial park including South Poway Parkway for ADI Properties, Inc. Also served as Assessment Engineer for Communities Facilities District (by Transtech's VP, David Ragland while employed with another firm).
- University of Riverside West Campus Infrastructure Needs Assessment and Master Plan, including sewer, storm drain, water.
- City of Alhambra Fremont Plaza (Old Sears Head Quarters Upgrade and Renovation evaluation for retail use (Transtech also served as PM/CM/Owners Representative). Project Value: \$10m.
- County of Los Angeles Health Center Building Evaluation for City of Alhambra for Community Center Use (After initial evaluation, the building was deemed to be not suitable for the proposed use).

- City of Monterey Park, City Public Works Yard Evaluation and Needs Assessment for new Yard (City is in negotiations with a developer to exchange existing PW yard land for a new land at a different location).
- City of Monterey Park City-wide Parks (13 parks) ADA Deficiencies Assessment Study (Transtech also prepared improvement plans and the project is currently going into construction phase). Project Value: \$2m.
- City of Huntington Beach Economic Development Agency, Condition Assessment/Facility Evaluation Report for Art Center Building After initial evaluation, the building was deemed to be not suitable for the proposed use).
- City of Temple City, City-wide ADA and sidewalk master plan, and deficiencies (Currently the City is in the process of implementing the improvements using CDBG funds. Transtech is serving as PM/CM/Owners Representative). Project Value: \$2.5m.
- Shandin Hills Planned Community Development Master Plan, San Bernardino.
- City of Alhambra Street Lighting Master Plan.
- City of San Marino Master Lighting Plan.

MUNICIPAL ENGINEERING SERVICES, INCLUDING CITY ENGINEER, CITY TRAFFIC ENGINEER, BUILDING OFFICIAL:

As Full Contract Municipal Engineering Service Providers for a number of Agencies, we manage all aspects projects as Agency representatives, and provide full contract services to a number of agencies, including Public Works Engineering Management Services; City Engineering Services; City Traffic Engineering Services; Public Works Inspection Services; Development Engineering Services; Capital Improvement Program and Grant Management; On-Demand Professional Services (Preparations of Plans, Specifications and Estimates Services (PS&E) and Related Services); Building and Safety, Plan Check and Inspection. The following is a list of our current municipal service contracts:

- Temple City: Contract City Engineer, Traffic Engineer, Building Official, Plan Check, Inspection, CIP Program Management, Dev Review, Dev Inspection, Map and Plan Check, Permit Processing, Traffic Impact Report Review and Prep.
- Alhambra: Contract City Engineer, Traffic Engineer, Building Official, Plan Check, Inspection, CIP Program Management, Dev Review, Dev Inspection, Map and Plan Check, Permit Processing, Traffic Impact Report Review and Prep.
- Huntington Park: Contract City Engineer, Traffic Engineer, Building Official, Plan Check, Inspection, CIP Program Management, Dev Review, Dev Inspection, Map and Plan Check, Permit Processing, Traffic Impact Report Review and Prep.
- Monterey Park: Contract City Engineer, Traffic Engineer, Plan Check, Inspection, CIP Program Management, Dev Review, Map and Plan Check, Permit Processing, Traffic Impact Report Review and Prep.
- Commerce: Staff Augmentation/Support, Commerce CIP Program Management, Dev Review, Dev Inspection, Map and Plan Check, Permit Processing.
- South Pasadena: Contract Building Official, Plan Check, Inspection, Permit Processing.
- San Manuel Indian Reservation and Casino: Contract Building Official, Plan Check, Inspection, Casino Expansion Plan Check, Code Inspection.
- Hawaiian Gardens: Contract Building Official, Plan Check, Inspection, Permit Processing.
- Cudahy: Contract Plan Check, Inspection, Grant Prep, Engineering.

Transtech also has extensive experience in Plan Check, Inspection and Construction Management of large and complex projects, such as:

- Casino Expansion for at San Manuel Indian Reservation: Transtech is currently providing plan check on \$40m Casino expansion project for San Manuel India Reservation. Transtech is the reservations Building Official, Plan Checker and Inspector, and will also inspect the casino expansion. Project Value \$40m.
- TACC Cultural Center Development, Lanham, MD: Transtech provided plan check, inspection, construction management and owner representative services for the construction of 310,000 sf cultural center, including Olympic Swimming Pool, Indoor Full Basketball Court, Museum, Performance Center, Restaurant, Religious Center, Monastery. Project Value: \$100m.
- City of Alhambra Civic Library Project: Transtech provided plan check, inspection, construction management and owner representative services for the construction of 45,000 SF 2 story library with 2 levels of underground parking garage. Project Value: \$30m.
- Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge: Transtech provided inspection and construction management services for the construction of a 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over rail road tracks. Project Value: \$24m.
- City of Alhambra Renaissance Plaza Parking Structure and Entertainment Center: Construction of a 5 level, approximately 600 space parking structure, as well as a 10 plex movie theater, and 3 restaurants and retail stores. Project Value: \$40m.
- City of Commerce City Hall Addition and Rosewood Community Center. Construction of 20,000 SF addition to existing City Hall, new Community Center. Project value: \$20m.
- City of San Bernardino Historic Santa Fe Depot Renovation: Transtech provided plan check, inspection and construction management services for the renovations adoptive reuse of 60,000 sf historical Santa Fe

Train Depot. Project Value: \$20m.

- Alhambra Redevelopment Agency Downtown Revitalization Program: Transtech provided plan check, inspection, construction management and owner representative services for the revitalization program, which involved various projects, including Fremont Plaza (modifications/reconstruction of existing buildings for lease by ToysRUs and Party City, construction of a new 30,000 SF store for PetSmart, and various other retail buildings) and Downtown Revitalization (modification/upgrade of existing buildings for Starbucks, 4 Restaurants and various retail businesses). Project Value \$50m.

Licenses and Certification of Transtech's Building and Safety staff include:

- ICC Certified Building Official
- CASp, California Access Specialist
- ICC Certified Building, Electrical, Mechanical and Plumbing Plans Examiner
- Accessibility Plans Examiner
- CalGreen-California Green Building Plan Examiner
- ICC Certified Commercial Building, Electrical, Mechanical and Plumbing Inspector
- Accessibility Inspector
- CalGreen-California Green Building Inspector
- IAPMO Certified Plumbing, Mechanical Inspector
- CA Commercial and Res Plumbing Inspector
- Plumbing Inspector UPC
- CA Residential Mechanical Inspector
- CACEO Certified Code Enforcement Official

Our Building and Safety staff members have served and/or are currently serving on various ICC and Building Official Committees, including:

- Chair; ICC Sustainability Membership Council
- Chair; ICC Los Angeles Basin Chapter Inspection Committee
- Commissioner; ICC Codes & Standards Council
- Commissioner; CALBO Green Committee
- ICC Los Angeles Basin Chapter Board of Directors
- ICC Building Officials Membership Governing Council
- ICC Code Development Committee Vice Chair
- ICC Technology/Web Advisory Group
- IAS Accreditation Committee

CONSTRUCTION MANAGEMENT SERVICES (INFRASTRUCTURE/ROADWAY-TYPE A PROJECTS):

- *Rosemead Safety and Enhancement and ADA Improvements Project (Federally Funded), City of Temple City.* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$20m.
- *Nason/Cactus Roadway Improvements Project, City of Moreno Valley.* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project Value: \$20m (Transtech won 2013 Construction Management Association of America-CMAA, Project Award for this Project).
- *Rte 71/Mission Bl Grade Separation Project (Federally Funded) City of Pomona.* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved construction of a grade separation. Caltrans was the oversight/jurisdictional Agency. Cost \$40m.
- *710 Freeway Interim Improvements and Fremont Widening Project (Federally Funded), City of Alhambra.* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Cost: \$15m.
- *Via Duct Boulevard/2nd Street Realignment and Metrolink Parking Facility, City of San Bernardino Project:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$6m.
- *CSUSB (Cal State SB University) San Bernardino Main Access Road:* Prepared PS&E and provided construction administration for the project. Cost \$5m.
- *Valley Boulevard Rehabilitation and ADA Improvements Project (Federally Funded), City of Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Cost \$3m.
- *New Avenue, from North to South City Limit Rehabilitation and ADA Improvements Project (Federally Funded), City of Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit. Cost \$2m.
- *Garfield Rehabilitation and ADA Improvements Project (Federally Funded), Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$2m.
- *Main Street Rehabilitation, from West to East City Limit Project, City of Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$3m.

- Transtech also has extensive experience in managing federally funded projects. In the past few years, our staff has managed over 20 federally funded projects through Caltrans Local Assistance in compliance with Local Assistance Procedures Manual as required in federally funded projects. Services included obtaining E-76 authorization for each project phase as necessary, and prepared all necessary paper work and approval process, fund reimbursement, labor compliance and contract administration throughout the project, from PE through CE, as well as serving as Resident Engineer and Inspector during construction. Below is a listing of similar experience projects, with Federal Project Numbers (in alphabetical order by Agency Name/Project Name):
 - CITY OF ALHAMBRA-ALHAMBRA RD REHABILITATION, WCL TO ECL; Agency Project No: Federal Funded Project ESPL-5130(014)
 - CITY OF ALHAMBRA-FREMONT OVERLAY FROM COMMONWEALTH TO NCL, MONTEZUMA TO SCL; Agency Project No: Federal Funded Project STPL - 5130 (012)
 - CITY OF ALHAMBRA-GARFIELD AVE REHABILITATION, I-10 FWY TO MAIN ST, ALHAMBRA RD TO ATLANTIC BL; Agency Project No: Federal Funded Project STPL-5130(018)
 - CITY OF ALHAMBRA-JOSYLN CENTER EECBG IMPROVEMENTS; Agency Project No: Federal Funded Project EECBG DE-FOA-0000013
 - CITY OF ALHAMBRA-MAIN ST REHABILITATION, HUNTINGTON DR TO ECL; Agency Project No: Project N2M11 68
 - CITY OF ALHAMBRA-MISSION BL RECONSTRUCTION FROM GARFIELD TO ECL; Agency Project No: Federal Funded Project HP21L-5130(011)
 - CITY OF ALHAMBRA-NEW AVE REHABILITATION, I-10 FWY TO NCL; Agency Project No: Federal Funded Project ESPL 5130(016)
 - CITY OF ALHAMBRA-POPLAR OVERLAY; Agency Project No: Federal Funded Project ESPL-5130(015)
 - CITY OF ALHAMBRA-SRTS SAFE ROUTE TO SCHOOL, COMMONWEALTH AVE, CURTIS AVE, ALHAMBRA RD, SECOND ST; Agency Project No: Federal Funded Project SRTSL-5130(017)
 - CITY OF ALHAMBRA-VALLEY BL RECONSTRUCTION, WCL TO CAMPBELL AVE; Agency Project No: Federal Funded Project HPLUL 5130(013)
 - CITY OF ALHAMBRA-VALLEY/FREMONT WIDENING; Agency Project No: Federal Funded Project FCRL-5130(005)
 - CITY OF ALHAMBRA-710 INTERIM IMPROVEMENTS, VALLEY FIBEROPTIC; Agency Project No: Federal Funded Project RPL-5130(009), 07-LA-710 PM26.5/27.5, EA. 07279 - 187701-A
 - CITY OF BELL-FLORENCE AVENUE OVERLAY PROJECT; Agency Project No: Federal Funded Project STPL-5272 (007)
 - CITY OF COMMERCE-CDBG FUNDED ADA RAMPS AT VARIOUS LOCATIONS; Agency Project No: CC NO. 0201
 - CITY OF COMMERCE-FLOTILLA ARRA PROJECT; Agency Project No: Federal Funded Project LAES427
 - CITY OF COMMERCE-GARFIELD AVE, TELEGRAPH RD TO MALT AVE OVERLAY; Agency Project No: Federal Funded Project LSSTPL045
 - CITY OF COMMERCE-SAFE ROUTE TO SCHOOL; Agency Project No: Federal Funded Project STPLHSR-5362(009)
 - CITY OF COMMERCE-SLAUSON AVE OVERLAY; Agency Project No: Federal Funded Project STPL-5362(011)
 - CITY OF COMMERCE-SK2S AND FTA BUS SHELTER CONSTRUCTION; Agency Project No: Federal Funded Project SR2SL-5362(013)
 - CITY OF COMMERCE-TRAFFIC SIGNAL IMPROVEMENTS; Agency Project No: Federal Funded Project STPLHG-5362(008)
 - CITY OF COMMERCE-WASHINGTON ST RECONSTRUCTION, 710 FWY TO COBB ST
 - CITY OF COMMERCE-WASHINGTON BL OVERLAY, FIDELIA ST TO ATLANTIC BL; Agency Project No: Federal Funded Project DPI-5362(012)
 - CITY OF EL MONTE-ADA AND ST IMPROVEMENTS AT VARIOUS LOCATIONS; Agency Project No: Federal Funded Project 5210(018)
 - CITY OF MORENO VALLEY-CACTUS & NASON STREET IMPROVEMENTS; Agency Project No: Agreement 08-33-011-00
 - CITY OF POMONA-STATE RTE 71 AND MISSION BL GRADE SEPARATION; Agency Project No: Federal Funded Project STPLN-5070(009)
 - CITY OF POMONA-CONSTRUCTION AND PROJECT MANAGEMENT STAFF EXTENSION CONTRACT
 - RIVERSIDE COUNTY TRANSPORTATION COMMISSION-CORONA MAIN ST METROLINK TRANSPORTATION CENTER PARKING STRUCTURE; Agency Project No: 08-33-011-00
 - CITY OF SAN BERNARDINO-VIA DUCT BOULEVARD ALIGNMENT AND RECONSTRUCTION, METROLINK SAN BERNARDINO PARKING FACILITY; Agency Project No: Federal Funded Project CML-5033(039)
 - CITY OF SAN BERNARDINO-SANTA FE DEPOT HISTORIC RENOVATION; Agency Project No: Federal Funded Project 08-4105584L
 - SAN BERNARDINO COUNTY HOUSING AUTHORITY-PROJECT AND CONSTRUCTION MANAGEMENT SERVICES; Agency Project No: U. S. Department of Housing and Urban Development Model Contract PC-662
 - RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY-ON-CALL PROJECT AND CONSTRUCTION MANAGEMENT SERVICES
 - CITY OF SAN CLEMENTE-CONSTRUCTION INSPECTION STAFF EXTENSION CONTRACT
 - CITY OF TEMPLE CITY-ROSEMEAD BOULEVARD SAFETY AND ENHANCEMENT PROJECT; Agency Project No: Federal Funded Project CML 5365(007)

CONSTRUCTION MANAGEMENT (BUILDING-TYPE B PROJECTS):

- TACC Cultural Center Development, Lanham, MD: Construction of 310,000 sf cultural center, including Olympic Swimming Pool, Indoor Full Basketball Court, Museum, Performance Center, Restaurant, Religious Center, Monastery. Project Value: \$80m.
- City of Alhambra Civic Library Project: Construction of a 45,000 SF 2 story library with 2 levels of underground parking garage. Project Value: \$30m.
- Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge: Construction of a 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over rail road tracks. Project Value: \$24m.
- City of Alhambra Renaissance Plaza Parking Structure and Entertainment Center: Construction of a 5 level, approximately 600 space parking structure, as well as a 10 plex movie theater, and 3 restaurants and retail stores. Project Value: \$40m.
- City of San Bernardino Historic Santa Fe Depot Renovation: Construction of involved hazardous material abatement, building renovation, TI improvements, restaurant improvements, seismic and structural upgrade, new mechanical, electrical HVAC system and site improvements to renovate and reuse a 60,000 SF existing building. Project Value: \$20m.
- Alhambra Redevelopment Agency Downtown Revitalization Program: Revitalization program involved various projects (modification/upgrade of existing buildings for Starbucks, Restaurants, Retail,). Project Value \$10m.
- San Bernardino Downtown, 3rd Street mixed-use development: Transtech developed this mixed-use project in partnership with City and Private Institutions. Project Value: \$5m.
- City of Alhambra Fremont Plaza (Old Sears Head Quarters Upgrade and Renovation evaluation for retail use (Transtech also served as PM/CM/Owners Representative). Project Value: \$10m.
- County of Los Angeles Health Center Building Evaluation for City of Alhambra for Community Center Use (After initial evaluation, the building was deemed to be not suitable for the proposed use).
- City of Monterey Park, City Public Works Yard Evaluation and Needs Assessment for new Yard (City is in negotiations with a developer to exchange existing PW yard land for a new land at a different location).
- City of Monterey Park City-wide Parks (13 parks) ADA Deficiencies Assessment Study. Project Value: \$2m.
- City of Huntington Beach Economic Development Agency, Condition Assessment/Facility Evaluation Report for Art Center Building After initial evaluation, the building was deemed to be not suitable for the proposed use).
- Riverside County Economic Development Agency, Real Estate Division, Engineering and Construction Services on various housing, real estate and infrastructure projects.
- City of Temple City, Council Chambers Renovation and ADA Improvements Project: Complete reconstruction/renovation of the Council Chambers with new seating, dais, carpet, lighting, AV system, and new ADA compliant bathrooms, new ADA compliant access to the building, new emergency generator, re-design of building creating a space for Emergency Operations Center, asbestos removal, and other various improvements. Project Value: \$1m.
- City of Alhambra, Josylin Community Center Renovation Project: Funded by Federal Energy Efficiency and Conservation Block Grant. Complete reconstruction/renovation of the Community Center with new HVAC, windows, flooring, electrical, roof, ADA compliant bathrooms, new ADA compliant access to the building, and other various improvements. Project Value: \$2m.

TRAFFIC AND TRANSPORTATION ENGINEERING:

Transtech serves as contract traffic engineer for a number of municipalities in Los Angeles County, and are very knowledgeable of traffic and transportation issues and trends locally and regionally. We work and coordinate with Los Angeles County, MTA, SCAG and Caltrans on various projects on behalf of our local agency clients. We advise our client cities on actions needed to comply with County, State, and Federal regulations related to city streets, traffic regulation and traffic management. We provide technical expertise and recommendations, and conduct necessary surveys and prepare reports on traffic related issues, and present them at Commission and/or Council Meetings. We manage and coordinate with our client’s signal maintenance contractors regarding signal timing and coordination, and advise when to improve the signal timing efficiency when necessary. We prepare traffic safety and calming studies, stop and signal warrants/studies, traffic impact studies, respond to City requests, citizen complaints and attend Traffic Commission meetings. We review traffic impact studies submitted by developers, provide traffic study guidelines to other consultants preparing TIA’s and represent the City at planning commission and council meetings when these projects are reviewed and presented. We also assess safety for pedestrians, buses and bicycles by reviewing master plans completed for transit and bicycles as well as safe walk to school routes. Following are various traffic engineering projects and studies completed by Transtech:

Traffic Safety Review and Recommendations

Client	Project Title	Brief Summary
City of Commerce	Focused Traffic Impact Study	Preparation Of Traffic Study To Identify And Evaluate The Traffic Impacts Of Eliminating The Westbound Left Turn Movement At The Intersection Of Washington Blvd And Cobb Street To Improve Traffic Flow Along Washington Boulevard.
City of Commerce	Focused Traffic Impact Study and Safety Review	Preparation Of A Traffic Study To Identify And Evaluate The Traffic Impacts Of Modifying The Median Islands In Front Of Mcdonalds And Costco Facilities And Provide Recommendations To Improve Vehicular Safety.
City of Inglewood	Crenshaw "S" Curve Safety Review	A Safety Assessment Of Traffic Conditions Along Crenshaw Boulevard Between Manchester Boulevard And 79 th Street. The Assessment Was Needed Due To The Horizontal Curve, The High Number Of Accidents That Occur Annually Along This Roadway. Staff Later Prepared A HSIP Funding Package for Submittal. The HSIP Funding was successful.

Traffic Calming Review and Recommendations

Client	Project Title	Brief Summary
City of Alhambra	Pine Street Cut-Thru Traffic Assessment	As Part Of Ongoing Efforts To Improve Safety, Reduce Accident Potential And Improve Traffic Conditions On Pine Street Between Huntington Drive And Atlantic Boulevard, Studies Were Conducted And Recommendations Developed For City Council’s Consideration. Project Went Thru City Council, Traffic Commission Review And Approvals As Well As Coordination With South Pasadena.
City of Alhambra	Norwood Traffic Calming Study	An Initial Review Of The Traffic Patterns And Volume Entering And Exiting Norwood Avenue South Of Valley Blvd In Order To Assess The Magnitude Of Traffic Currently Using Residential Streets In Order To Bypass Congestion On Valley.
City of Inglewood	North City Traffic Calming	Traffic Calming Study For The Residential Area Bordered By Centinela Avenue To The South, La Cienega Blvd To The West, La Brea Avenue To The East And Slauson To The North. Transtech Prepared An Initial Review Of The Traffic Patterns And Volume Entering And Exiting The Above Mentioned Neighborhood.

School Site Review

PROJECT EXPERIENCE IN VARIOUS SERVICE CATEGORIES

Client	Project Title	Brief Summary
City of Alhambra	Mark Keppel High School	Relocation Of An Existing School Crosswalk In Front Of The Mark Keppel High School And The Relocation Of The Crosswalk. This Project Went Thru School District And Council Review.
City of Alhambra	Fremont School	Site Assessment Of Current Drop Off And Pick Up Policies As Well As Review Of Existing Signage And Striping. Recommendations For New Valet Program And Signage And Striping.
City of Inglewood	John Wilder Academy	Comprehensive Review Of Drop-Off And Pick-Up Operations And Traffic And Pedestrian Circulation At Wilder Academy. This Project Went Thru Council Member, Academy And Council Review.
Pomona Unified School District	School Site Assessments and Traffic Circulation for (5) school sites	Cortez Elementary School, Montvue Elementary, Rio Rancho Elementary, Philadelphia Elementary, Dudley Elementary
Whittier School District	School Site and Traffic Circulation Assessment	Benton Middle School
City of Huntington Park	School Site Review & Assessment of Crosswalks, Crossing Guards, & Signage	Nimitz Middle School, Hope Elementary School, San Antonio Elementary, South Region Elementary School

Preparation of Warrants for All-Way Stop, Traffic Signals, Beacons and Pedestrian Devices

Client	Project Title	Brief Summary
City of Alhambra City of Commerce City of Inglewood City of Huntington Park	Various Focused Reports Prepared for Public Works or Traffic Dept.	Prepared Traffic Review With Existing Conditions Analysis, Observations, Counts For The Preparation Of Various Warrants Using CAMUTCD and CVC. Went to PW and Traffic Commission
Project Category:	<i>Preparation of Data Required for CMP Submittal</i>	

Client	Project Title	Brief Summary
City of Alhambra City of Inglewood City of Compton	Preparation of CMP Data	Information Included Peak Hour Count, LOS Analysis And Letter Report.

Preparation of City-Wide Engineering and Speed Survey

Client	Project Title	Brief Summary
Various Cities	Citywide Engineering and Speed Survey	Prepared The City-Wide Engineering And Speed Surveys. Transtech Staff is radar certified with the Rio Hondo College Justice Center.

Peer Review of Traffic Studies Prepared by Outside Consultants Submitted to Client Cities

Client	Project Title	Brief Summary
City of Alhambra	Main Street Master Plan Various Small Studies	Preparation Of Scope And The Review Of Traffic Studies For Proposed Development Projects within each City
City of Commerce	Co Co Development	
City of Inglewood	Hollywood Park	
UC Riverside	2 nd Phase of West Side Campus	

Full Traffic Impact Reports and Parking Analysis

Client	Project Title	Brief Summary
Private Developer	Restaurant Depot TIA in the City of Diamond Bar	Traffic Impact Analysis is To Evaluate The Traffic Circulation impacts Of Developing A Project With Warehouse Distribution Use Called "Restaurant Depot"
Private Developer	Big Bear Galleria in City of Big Bear	Full Traffic Impact Analysis For A Commercial And Shopping Site In Big Bear Lake.
Private Developer	Carls Junior in County Area of San Bernardino	Full Traffic Impact Analysis For A Fast Food Restaurant
City of San Bernardino	City General Plan Update	Transtech Prepared The Circulation Element And EIR/Traffic Study For The City's 2005 General Plan Update. The Proposed Land Use Plan And Its impacts Were Analyzed. The Study Included Approximately 100 Intersections And 80 Street Segments. Future Traffic Condition Scenarios Were Developed Using State-Of-The-Art Transportation Planning Modeling Software.
City of San Juan Capistrano	Master Plan for Downtown Area	Determine The Historic Town Center Master Plan's Potential Impacts On The City Of San Juan Capistrano's Transportation System And To Identify Strategies For Improving The Transportation System's Overall Effectiveness Through A Multimodal Approach.
Private Developer	Shandin Hills TIA in the City of San Bernardino	Traffic Assessment Of Project Impacts Of The Proposed Master Plan Community Which is Comprised Of Housing, Commercial And Schools.
UC Riverside	West Campus Development Project	Determine Potential Impacts On The Surrounding Circulation System With The Development Of An Expanding Campus, Site And Student Enrollment.
City of Lawndale	City-Wide Parking Study	The Study Took A Comprehensive Look At The Parking Supply And Demand Issues That Explain The Parking Deficiencies In The City. The Study Conducted A City-Wide Occupancy Survey Of Both On-Site And On-Street Parking And Described Options Developed To Address The Deficiencies.
City of Industry	Grand Central Material Recovery Facility	Prepared comprehensive area wide traffic impact study to identify the potential impacts associated with development of the proposed Industry Materials Recovery Facility (MRF).
City of San Marcos	San Elijo Ranch Development EIR/Traffic Study	Prepared An EIR/Traffic Impact Study For A 3,200 Unit San Elijo Ranch Development Project. The Study Area Encompassed A 5 Mile Radius From The Center Of The Development
City of Torrance	City-Wide Safe Route to School Project	Evaluated Existing Signage, Striping And Traffic Conditions Around 32 Schools In The City Of Torrance. This Included The Preparation Of Safe Route To School Maps And Recommendations For Each School.
City of Huntington Beach	Pedestrian Study	Produced This Report As Part Of An Effort By The City Of Huntington Beach To Evaluate The Impacts Of Main Street Two Block And Three Block Street Closures During Weeknight Surf City Events And Weekend Events.

GRANT WRITING:

Transtech has extensive experience in grant writing and administration. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. In the past few years, The Firm has facilitated over \$70 million in funds for our clients' public works projects and transportation improvements. Additionally, after funds are awarded to a client, our experienced staff provides assistance to ensure compliance with applicable funding program requirements, including preparing necessary clearance approvals (environmental, utilities, right-of-way), processing E-76 authorizations, and managing the project.

Agency	Grant Program	Project	Amount:
City of Alhambra	MTA Call for Projects 2012 and previous cycles	Valley Boulevard, Fremont	\$3,000,000
	Safe Routes to School	Commonwealth Boulevard	\$250,000
	Safe Routes to School	Alhambra High School	\$320,000
	Highway Safety Improvement	Valley Boulevard	\$500,000
	AQMD/CMAQ	CNG Refueling	\$300,000
	Metro Mini Call for Projects	Bus Purchases	\$400,000
	Energy CEC	LED Signal Upgrade	\$950,000
City of Arcadia	Metro Call for Projects	Huntington Drive	\$1,010,000
City of Azusa	Metro Call for Projects	Azusa Transit Center	\$4,200,000
	Metro Call for Projects	Azusa Avenue	\$800,000
City of Baldwin Park	Metro Mini Call for Projects	Bus Purchase	\$400,000
	Metro Call for Projects	Transit Center	\$4,200,000
	Metro Call for Projects	TDM Project	\$300,000
	Metro Call for Projects	Baldwin Bikeway	\$400,000
	Metro Call for Projects	Metrolink Overpass	\$1,100,000
City of Bellflower	Safe Routes to School	Palm/Clark	\$320,000
	Safe Routes to School	Eucalyptus	\$430,000
City of Carson	Metro Call for Projects	Avalon Boulevard	\$6,700,000
City of Commerce	MTA Call for Projects 2012 and previous cycles	Garfield/Washington	1,000,000
	Highway Safety Improvement		\$503,400



References

City of San Bernardino

Mark Persico, Development Services Director; T: 909-384-5057

Riverside County Economic Development Agency

Vincent Yzaguirre, Deputy Director of Real Estate; T: 951-955-9011

San Manuel Indian Reservation

Robert Cantarini, Manager, Dept. of Planning and Development; T: 909-425-3590 x 4315

City of Cudahy

Jose Pulido, City Manager; T: 323-773-5143, Ext. 226

City of Moreno Valley

Ahmad Ansari, PE, Public Works Director/City Engineer; T: 951-413-3100

City of Alhambra

Mary Swink, City Manager, 626-570-5010

Mary Chavez, Public Works Director; T: 626-570-5062

Tara Schultz, Development Services Director, 626-570-5041

City of Temple City

Robert Sahagun, Community Safety and PW Manager; T: 626-285-2171

City of Commerce

Jorge Rifa, City Manager; T: 323-722-4805

Maryam Babaki, PE, Public Works and Development Services Director; T: 323-722-4805

City of South Pasadena

David Watkins, Director of Planning and Building/Deputy City Manager; T: 626-403-7220

City of Monterey Park

Paul Talbot, City Manager; T: 626-307-1255

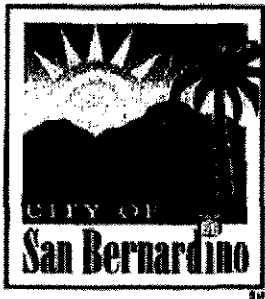
City of Huntington Park

Michael Ackerman, City Engineer; T: 323-584-6253

City of Hawaiian Gardens

Joseph Colombo, Community Development Director; T: 562-420-2641

Please see the following pages for recent reference letters we received from our various contract Public Agency Clients.



November 12, 2014

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING • CODE ENFORCEMENT • LAND DEVELOPMENT • PLANNING

300 North "D" Street
San Bernardino, CA 92418-0001
909.384.5071 Fax 909.384.5155
www.sbcity.org

Subject: Transtech Engineers, Inc., Reference Letter

To Whom It May Concern:

I'm writing to provide a reference for Transtech Engineers, Inc., a firm that I have worked with in two different jurisdictions. Transtech staff served as the City Engineer and Chief Building Official in the City of Temple City when I was the Community Development Director. Transtech staff is also providing design and engineering services to the City of San Bernardino where I currently serve as Community Development Director.

In both Temple City and San Bernardino, Transtech staff has been professional, responsive and flexible in meeting my department's needs. The firm has proven themselves to be a great asset to the team and a reliable partner in getting projects completed. In Temple City, Transtech Engineers served as the resident engineer on the award winning \$21 million Rosemead Boulevard project. Their skills and professionalism were vital in delivering the project on time and on budget. Based upon my professional experience, I would highly recommend Transtech Engineers as part of any city's team.

If you have any further questions, please feel free to contact me at Persico_ma@sbcity.org, (909)384-5357.

Sincerely,

Mark Persico, AICP
Director of Community Development



November 10, 2014

Subject: Transtech Engineers, Inc., Reference Letter

To Whom It May Concern,

This letter is to provide reference for Transtech Engineers, Inc. an experienced and capable firm who has been providing the County of Riverside an array of quality services over the past several years. Some of the services provided by Transtech include design, surveying and engineering studies for various projects and County facilities.

Riverside County Economic Development Agency has turned to this firm time and time again to provide expert and sound advice on pursuing facility matters and projects. I can say unequivocally that Transtech has earned our trust based on their responsiveness, work ethic and product, their concern for us, their customer, and the quality of the staff they employ.

Most recently Transtech is or has been involved in some of the following County projects:

- East County Detention Center, Indio \$297M Project
- Van Horn Youth Rehabilitation Facility \$28M Project
- Press Enterprise Building Acquisition \$30M Acquisition

Based on our professional experience with Transtech, we highly recommend them as a capable and experienced partner who will provide added value to any project or team.

If you have any further questions please feel free to contact me directly at 951.955.4820.

Sincerely,

Vincent Yzaguirre
Deputy Director of Real Estate

www.rivcoeda.org

Administration	Housing	Economic Development	Planning
Assessment	Housing Authority	Equal-Opport. Multijurim	Project Management
Business Intelligence	Information Technology	Environmental Planning	Purchasing Group
Cultural Services	Insurance	Fair & National Code Review	Real Property
Community Services	Marketing	Foreign Trade	Re development Agency
Outreach		Craft/Art Activities	Workforce Development

TRANSTECH ENGINEERS, INC.



*San Manuel Band of Mission Indians
Department of Planning and Development*



November 12, 2014

Subject: Reference Letter for Transtech Engineers, Inc.

To Whom It May Concern:

Transtech Engineers, Inc. has been provides contract Building and Safety Services, including Building Official, Building Inspector, and Building Plan Check to the San Manuel Indian Reservation.

Transtech provided full plan check services for our Casino Remodel Project and is now currently providing construction inspection services for the project. The Casino Remodel is a 50 million dollar project, scheduled to be completed next fall. The project schedule is on a 20/6 schedule, with Transtech providing on call inspection services 20 hours a day 6 days a week.

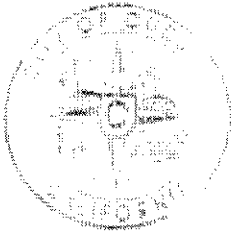
The San Manuel Indian Reservation is extremely satisfied with Transtech's services. They have always provided high quality services in an efficient and cost effective manner. They have always been very responsive and timely on all of their assignments.

Based on our professional experience with Transtech, we highly recommend their services.

If you have any further questions, you can contact me.

Sincerely,

Robert Cantarini
Division Manager
SAN MANUEL
BAND OF MISSION INDIANS
Dept. of Planning and Development
101 Pure Water Lane
Highland, CA 92346
(909) 425-3590 x 4315 office
(909) 862-2641 fax
Rcantarini@sanmanuel.nsn.gov



CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

P.O. Box 1007
5220 Santa Ana Street
Cudahy California 90201-6024
(323) 773-5143
Fax (323) 771-2072

November 12, 2014

RE: Reference Letter for Transtech Engineers, Inc. (i.e., Transtech)

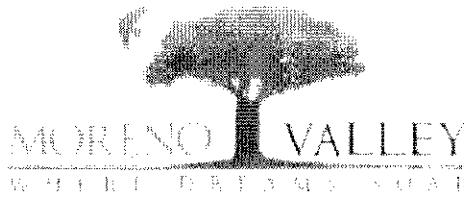
To Whom It May Concern:

While I was the City Manager for Temple City, Transtech provided (i.e., and still provide) full contract services including: City Engineering; City Traffic Engineering; Public Works Engineering Management/Plan Check/Inspection; Development Engineering; Capital Improvement Projects Program & Grant Management; and "As-needed Professional Services" inclusive of planning, design, project management, construction management and inspection. Transtech also assisted Temple City in obtaining significant grant funding and managing a number of federally funded projects, from initial funding applications through construction completion. Currently, Transtech serves as Cudahy's Building and Safety Official, by providing building plan check and inspection services.

Over the years, I have unequivocally found Transtech's work to be extremely professional, timely, and a tremendous value to their client cities. Should you have any questions, please don't hesitate to contact me at your earliest convenience in the office at (323) 773-5143, via cell phone at (323) 868-2126 or email at jpulido@cityofcudahyca.gov

Sincerely,

Jose E. Pulido
City Manager



June 3, 2013

Mr. Ali Cayir
 Transtech Engineers, Inc.
 13367 Benson Avenue
 Chino, CA 91710

Subject: Cactus/Nason Improvement Project

Dear Mr. Cayir,

On behalf of the City of Moreno Valley, I would like to thank you for the exemplary performance in the construction of the Cactus/Nason Street Improvements Project from April 2012 to May 2013.

The project was a crucial Capital Improvement Project for the City involving coordination with City Staff and Consultant Project Manager, private developers, multiple agencies including Riverside County Flood Control District and Water Conservation District (RCFC & WCD), Eastern Municipal Water District (EMWD), and Riverside County Hospital and design firms including RBF, Bulkos, and Arcen. Transtech was instrumental in coordinating with Southern California Edison to ensure that the removal of electric power poles on Cactus and over two miles undergrounding of high voltage utilities along Nason and Cactus were completed in an expedient and efficient manner.

Transtech's experienced staff included Kurt Pegg P.E., Mike Schnepf, Senior Inspector, and Selim Bouhamidi, Office Engineer, who were assigned to the project full-time and stayed on-task the duration of the project. Their diligent efforts and constant communication with the City's Project Manager and City Staff served to unburden the complex project. They fostered excellent relationships with the Contractor (Sully-Miller) whose subcontractors including A.D. Wilson (Electrical), LNA (Single & Double Box Culvert) and KEC (bridge). They also coordinated with EMWD and RCFC/D inspectors allowing for exceptional quality assurance and quality control. Transtech's staffs thorough knowledge of the Army Corps of Engineers, Fish & Wildlife, Regional Water Quality Resources Board and Air Quality Resources Board requirements and Caltrans record keeping when combined with meticulous inspection records helped ensure the timely completion of the project.

PUBLIC WORKS DEPARTMENT

TRANSTECH ENGINEERS, INC.



Cactus/Nason Improvement Project
June 3, 2013
Page 2

We would again like to thank you for meeting the high demands for this City Center project and helping deliver crucial improvements to the City under budget and ahead of schedule.

Sincerely,



PK Prem Kumar
Deputy Public Works Director/Assistant City Engineer

PK/sc

City of Alhambra
Public Works Department

November 10, 2014



City of Alhambra
www.cityofalhambra.org

555
South First Street
Alhambra
California
91801-1704

Subject: Reference Letter Services provided to the City of Alhambra by
Transtech Engineers, Inc.

To Whom It May Concern:

Transtech Engineers, Inc. has been providing contract engineering services to the City of Alhambra, including City Engineering, City Traffic Engineering, Public Works Engineering Management/Plan Check/Inspection, Development Engineering, Capital Improvement Projects Program & Grant Management, and As-needed Professional Services, inclusive of planning, design, project management, construction management and inspection.

Transtech also assisted the City in obtaining funding and managing a number of federally funded projects, from initial funding applications thru construction completion.

In addition, Transtech also serves as City's Building and Safety Official, provides building plan check and inspection services.

City of Alhambra has worked with Transtech over 20 years. Transtech has always provided high quality services in an efficient and cost effective manner. Transtech has been very responsive and timely on all of their assignments.

We have always found their work to be extremely satisfactory, and always done on a timely and professional manner. Based on our professional experience with Transtech Engineers, we highly recommend their services.

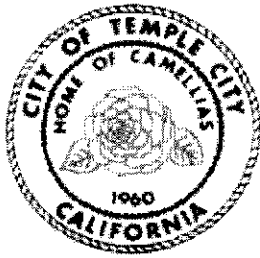
If you have any further questions, you can contact me at (626) 570-5067 or mchavez@cityofalhambra.org

Sincerely,

City of Alhambra

Mary Chavez
Director of Public Works and Utilities Department





9701 LAS TUNAS DRIVE | TEMPLE CITY | CALIFORNIA | 91780-2249 | (626) 285-2171

November 12, 2014

Subject: Reference Letter
Services provided to the City of Temple City by Transtech Engineers, Inc.

To Whom It May Concern:

Transtech Engineers, Inc. has been providing contract engineering services to the City of Temple City since 2012. Services provided by Transtech include: city engineering; traffic engineering; public works project management, plan check, and inspection; development engineering; capital improvement projects program and grant management; and as-needed professional services including planning, design, project management, construction management, and inspection. In addition, Transtech serves as City's Building Official and provides building plan check and inspection services. Transtech has assisted the City in obtaining funding and managing a number of federally funded projects, from initial funding applications through construction completion.

Transtech provides high quality services in an efficient and cost effective manner. Transtech is highly responsive to any issues or problems that arise and provides excellent customer service internally to City staff and externally to the public. Their work is consistently completed in a timely and professional manner.

Based on our professional experience with Transtech, we highly recommend their services. If you have any questions, please contact me at (626) 285-2171 or mforbes@templecity.us.

Sincerely,

Michael D. Forbes
Community Development Director



City of Commerce

Public Works & Development Services Department

November 10, 2014

SUBJECT: Reference Letter - Services provided to the City of Commerce by Transtech Engineers, Inc.

To Whom It May Concern:

Transtech Engineers, Inc. has been providing various contract engineering services to the City of Commerce in the past 15 years. These services included staff augmentation for Public Works Engineering/Management/Plan Check/Inspection, Development and Traffic Engineering. Transtech also provided Capital Improvement Projects Program & Grant Management, and As-needed Professional Services, inclusive of planning, design, project management, construction management and inspection. Recently, the City selected Transtech to provide construction management and inspection services for the City's largest infrastructure project, Washington Boulevard Reconstruction, which has a total budget of \$40m. Transtech is also providing building permit services to the City.

The City of Commerce is extremely satisfied with Transtech's services. Transtech has always provided high quality staff and services, in an efficient and cost effective manner, and has always been very responsive and timely on all of their assignments.

We highly recommend Transtech's services.

If you have any further questions, you can contact me at 323-722-4805, Ext. 337, or mbabaki@ci.commerce.ca.us.

Sincerely,

Maryam Babaki, Director
Public Works & Development Services Department

2515 Commerce Way • Commerce, California 90040 • (323) 722-4805 • FAX (323) 726-6231 • www.ci.commerce.ca.us

TRANSTECH ENGINEERS, INC.





CITY OF SOUTH PASADENA

Planning and Building Department
1414 Mission Street, South Pasadena, CA 91030
Tel: (626) 403-7220 • Fax: (626) 403-7221
www.ci.southpasadena.ca.us

November 10, 2014

Subject: Reference Letter for Transtech Engineers, Inc.

To Whom It May Concern

Transtech Engineers, Inc. has been providing contract Building and Safety Services, including Building Official, Permit Technician, Building Inspector, and Building Plan Check to the City of South Pasadena for nearly 17 years.

The City of South Pasadena is extremely satisfied with Transtech's services. They have always provided high quality services in an efficient and cost effective manner. They have always been very responsive and timely on all of their assignments.

Based on our professional experience with Transtech, we highly recommend their services.

If you have any further questions, you can contact me.

Sincerely,

David Watkins
Director of Planning and Building
City of South Pasadena
Tel: (626) 403 7220
E-mail: david.watkins@ci.southpasadena.ca.us

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2886
www.montereypark.ca.gov



City Council
 Peter Chan
 Mitchell Ing
 Hans Liang
 Teresa Real Sebastian
 Anthony Wong

City Clerk
 Vincent D. Chang

City Treasurer
 Joseph Leon

November 12, 2014

Subject: Services Provided to the City of Monterey Park by Transtech Engineers, Inc.

To Whom It May Concern:

Transtech Engineers, Inc. has been providing engineering support services to the City of Monterey Park for the past three years. Transtech's services have included city engineering, traffic engineering, public works engineering management, plan check, development engineering, capital improvement program (CIP) & grant management, and as-needed professional services that included planning, design, project management, contract administration, construction management and inspection.

Transtech is always responsive to the City's needs, providing high quality services in a timely manner. Their staff is professional and courteous, and work very well city staff. Transtech has been especially helpful during the last 18 months expediting delivery of the City's CIP projects which included numerous Parks Master Plan and ADA Improvement projects.

Based on our firsthand experience working with Transtech, the City of Monterey Park highly recommends their services. If you have any questions, please feel free to contact me at 626-307-1322, or rbow@montereypark.ca.gov.

Sincerely,

Ron Bow
 Director of Public Works/
 Assistant City Manager
 City of Monterey Park

Pride in the Past • Faith in the Future

TRANSTECH ENGINEERS, INC.





Office of the City Manager

November 10, 2014

Francesca Tucker-Schuyler
Interim City Administrator
1600 W. Beverly Blvd.
Montebello, CA 90640

Subject: Reference Letter for Transtech Engineers, Inc.

Dear Francesca:

I am writing a letter of recommendation for Transtech Engineers, Inc. They currently serve in a number of capacities for the City, including plan check and permitting services, building inspection, and as-needed engineering services. Moreover, Transtech has been serving in a value capacity as an extension of staff since 2012.

We have valued the technical expertise that Transtech has provided us. But it is not to be overlooked that perhaps the most important element that they provide is their high level of customer service. I would strongly recommend that you consider their services to either supplement or enhance your existing engineering and planning needs. Not only have we found them to be cost-effective, but exceptionally responsive.

Please call me if you want to discuss this any further.

Sincerely,

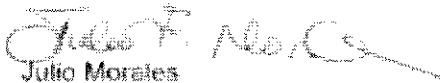

Julio Moraes

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Pre-construction; Estimated Level of Effort and Budget: \$3,480 (See breakdown below)	
Work Effort	Staffing Effort and Budget
<p>It is assumed our effort for this phase will involve:</p> <ul style="list-style-type: none"> • Initial review of the project plans and specifications to gain familiarity with the project. • Coordination and attendance at pre-construction meeting. • Presentation of Federal, Labor compliance and other project related issues at the pre-con meeting. • Preparation of meeting minutes. • Administration and coordination. 	<p>RE/PM/Sr. Engineer: \$160/hr average billing Rate; 8 hrs; \$1,280 Total</p> <ul style="list-style-type: none"> • 4 hrs for pre-con attendance; 2 hrs for project documents, plans, specs review; 2 hrs for prep, admin and management <p>Inspector: \$115/hr average billing Rate; 8 hrs; \$920 Total</p> <ul style="list-style-type: none"> • 4 hrs for pre-con attendance; 2 hrs for project documents, plans, specs review; 2 hr for prep, admin and management <p>Fed/Labor Compliance: \$100/hr average billing Rate; 6 hrs; \$600 Total</p> <ul style="list-style-type: none"> • 4 hrs for pre-con attendance; 1 hrs for project documents, plans, specs review; 1 hrs for prep, admin and management <p>Office Admin Support: \$85/hr average billing Rate; 8 hrs; \$680 Total</p> <ul style="list-style-type: none"> • 4 hrs for pre-con attendance; 4 hrs for prep, admin and management, mtng minutes prep, etc.
Construction (32 Work-Day); Estimated Level of Effort and Budget: \$43,040 (See breakdown below)	
Work Effort	Staffing Effort and Budget
<p>It is assumed our effort for this phase will involve:</p> <ul style="list-style-type: none"> • Resident Engineer/PM/Sr. Engineer support, oversight, management, admin, coordination • Coordination with Caltrans • Field inspection • Federal/Labor Compliance • Preparation of LAPM forms and documents • Office admin support 	<p>RE/PM/Sr. Engineer: \$160/hr average billing Rate; 48 hrs; \$7,680 Total</p> <ul style="list-style-type: none"> • Average 1.5 hrs/day in 32 day period for oversight, admin and management <p>Inspector: \$115/hr average billing Rate; 256 hrs; \$29,440 Total</p> <ul style="list-style-type: none"> • It is assumed that the inspector will average 8 hrs/day between site inspections and paper work. Some days it may be more, some less depending upon the on-going work on site. <p>Fed/Labor Compliance: \$100/hr average billing Rate; 32 hrs; \$3,200 Total</p> <ul style="list-style-type: none"> • This includes field labor compliance interviews, review of certified payroll, DBE review, federal/labor compliance, LAPM forms, etc. <p>Office Admin Support: \$85/hr average billing Rate; 32 hrs; \$2,720 Total</p> <ul style="list-style-type: none"> • Admin and office support
Project Close-out; Estimated Level of Effort and Budget: \$2,670 (See breakdown below)	
Work Effort	Staffing Effort and Budget
<p>It is assumed our effort for this phase will involve:</p> <ul style="list-style-type: none"> • Project final review and documents • Project file submittal, acceptance and Project close out • Office admin support 	<p>RE/PM/Sr. Engineer: \$160/hr average billing Rate; 6 hrs; \$960</p> <p>Inspector: \$115/hr average billing Rate; 2 hrs; \$230 Total</p> <p>Fed/Labor Compliance: \$100/hr average billing Rate; 8 hrs; \$800 Total</p> <p>Office Admin Support: \$85/hr average billing Rate; 8 hrs; \$680 Total</p>

Total estimated budget based on the above assumptions is \$49,190. If we are able to start the Bogert Trail Bridge project construction at the same duration, we may be able to reduce some of the costs, if we can take advantage of on-site staff members to the extent feasible without impacting their work effort on the Bogert Trail Bridge project. Following is a breakdown of our fee.

Staffing and Estimated Budget Allocations	Pre-construction			Construction (32 work-day)			Project Close-out			Totals
	Allocated Hrs	Average Billing Rate	Total	Allocated Hrs	Average Billing Rate	Total	Allocated Hrs	Average Billing Rate	Total	
RE/PM Services	8	\$160	\$1,280	48	\$160	\$7,680	6	\$160	\$960	\$9,920
Inspections Services	8	\$115	\$920	256	\$115	\$29,440	2	\$115	\$230	\$30,590
Fed/Labor Compliance Services	6	\$100	\$600	32	\$100	\$3,200	8	\$100	\$800	\$4,600
Administration Support Services	8	\$85	\$680	32	\$85	\$2,720	8	\$85	\$680	\$4,080
Totals	30		\$3,480	368		\$43,040	24		\$2,670	\$49,190

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Construction management services shall be provided throughout the entire duration of the contract time associated with the Farrell Drive Right Turn Lane at Vista Chino, City Project No. 09-11, Federal Aid Project No. CML 5282 (037), which has a contract time specified of 32 working days, and shall include such other time required during pre-construction and post-construction phases.

Attachment 4

Notice of Exemption

2011128225 Form D

To: Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

From: (Public Agency) City of Palm Springs
3200 East Tahquitz Canyon Way
Palm Springs, CA, 92262

County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

(Address)

Project Title: Vista Chino at Farrell Drive Street Improvements

Project Location - Specific:

Southeast corner of the Farrell Drive and Vista Chino (SR 111) intersection

Project Location - City: Palm Springs

Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

The proposed action consists of the demolition of the existing curb, gutter and sidewalk along the easterly side of Farrell Drive in order to create a new dedicated right turn lane onto Vista Chino. The project also includes the relocation of the existing SunLine Transit Agency bus turnout from its present location on the east side of Farrell Drive to the south side of Vista Chino approximately 200 feet east of the intersection. The project also includes the relocation of the traffic signal pole and equipment at the southeast corner and necessary upgrade of the existing traffic signal system.

Name of Public Agency Approving Project: City of Palm springs

Name of Person or Agency Carrying Out Project: Marcus L. Fuller, PE, PLS

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[X] Categorical Exemption. State type and section number: Existing Facilities, Section 15301(c)
Statutory Exemptions. State code number:

Reasons why project is exempt:

The proposed action is necessary to reduce congestion at the intersection of Vista Chino and Farrell Drive by providing a dedicated right-turn lane from northbound Farrell Drive to east bound Vista Chino. Presently, the northbound Farrell Drive is improved with one dedicated left-turn lane and two through lanes; the right through lane serving a dual role and through lane and right-turn lane. The new dedicated right-turn lane will alleviate the long queue of northbound traffic waiting to proceed through the intersection. The proposed action is made possible by funding through the Congestion Mitigation and Air Quality (CMAQ) federal aid program provided through the Safe, Accountable, Flexible and Efficient Transportation Equity Act - A Legacy for Users. (SAFETEA-LU).

Lead Agency

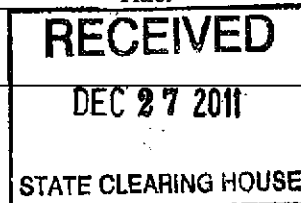
Contact Person: Marcus L. Fuller, PE, PLS Area Code/Telephone/Extension: (760) 323-8253 ext. 8744

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? [X] Yes [] No

Signature: [Handwritten Signature] Date: December 21, 2011 Title: Assistant Public Works Director

- [X] Signed by Lead Agency Date received for filing at OPR:
[] Signed by Applicant



Revised 2005

Marcus L. Fuller

Attachment 5

CATEGORICAL EXEMPTION/ CATEGORICAL EXCLUSION DETERMINATION FORM

08/RIV/Palm Springs

CML 5282 (037)

Dist.-Co.-Rte. (or Local Agency)

P.M/P.M.

E.A. (State project)

Federal-Aid Project No. (Local project)/ Proj. No

PROJECT DESCRIPTION:

(Briefly describe project, purpose, location, limits, right-of-way requirements, and activities involved)

Enter project description in this box. Use Continuation Sheet, if necessary

The City of Palm Springs proposes to make improvements to the northbound Farrell Drive at the intersection with Vista Chino and eastbound Vista Chino east of the intersection. Improvements include the construction of a new northbound dedicated right turn lane on Farrell Drive. Improvements include relocation of the existing bus stop/turn-out from within the proposed dedicated northbound right-turn lane on Farrell Drive to the south side of Vista Chino immediately east of the intersection. Improvements also include relocation of traffic signal poles and equipment at the southeast corner of the Vista Chino/Farrell Drive intersection, including necessary upgrade of the existing traffic signal system.

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal, supporting information, and the following statements (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION (Check one)

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

Categorically Exempt Class _____. (PRC 21084; 14 CCR 15300 et seq.)

Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3])

N/A

N/A

Print Name: Environmental Branch Chief

Print Name: Project Manager/DLA Engineer

N/A

N/A

Signature

Date

Signature

Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b) (<http://www.fhwa.dot.gov/tep/23cfr771.htm> - sec. 771.117).

In non-attainment or maintenance areas for Federal air quality standards, the project is either exempt from all conformity requirements, or conformity analysis has been completed pursuant to 42 USC 7506(c) and 40 CFR 93.

CALTRANS NEPA DETERMINATION (Check one)

Section 6004: The State has been assigned, and hereby certifies that it has carried out, the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding (MOU) dated June 7, 2010, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

23 CFR 771.117(c): activity (c)(____)

23 CFR 771.117(d): activity (d)(1)

Activity ____ listed in the MOU between FHWA and the State

Section 6005: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under Section 6005 of 23 U.S.C. 327.

Chris Benz-Blumberg
Print Name: Environmental Branch Chief

Sean Young for Sarot Khumthou
Print Name: Project Manager/DLA Engineer

Chris Benz-Blumberg
Signature

12/19/11
Date

[Signature]
Signature

12/19/2011
Date

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., air quality studies, documentation of conformity exemption, FHWA conformity determination if Section 6005 project; §106 commitments; §4(f); §7 results; Wetlands Finding; Floodplain Finding; additional studies; and design conditions). **Revised June 7, 2010**

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

08/RIV/Palm Springs

CML 5282 (037)

Dist.-Co.-Rte. (or Local Agency)

F.M/P.M.

E.A. (State project)

Federal-Aid Project No. (Local project)/ Proj. No.

Continued from page 1:

Project Description:

The City of Palm Springs proposes to make improvements to the northbound Farrell Drive at the intersection with Vista Chino and eastbound Vista Chino east of the intersection. Improvements include the construction of a new northbound dedicated right turn lane on Farrell Drive. Improvements include relocation of the existing bus stop/turn-out from within the proposed dedicated northbound right-turn lane on Farrell Drive to the south side of Vista Chino immediately east of the intersection. Improvements also include relocation of traffic signal poles and equipment at the southeast corner of the Vista Chino/Farrell Drive intersection, including necessary upgrade of the existing traffic signal system.

Cultural:

If human remains are discovered, State Health and Safety Code Section 7050.5 states that further disturbances shall cease in any area or nearby area suspected to overlie remains, and the County Coroner contacted. Pursuant to Public Resources code Section 5097.98, if the remains are thought to be native American, the coroner will notify the Most Likely Descendant (MLD). At this time, the person who discovered the remains will contact the Department District 8 Environmental Branch Chief, or his/her designee, so that they may work with the MLD on the respectful treatment and disposition of the remains. Further provisions of PRC 5097.98 are to be followed as applicable.

Permits:

NPDES Permit