



STAFF REPORT

DATE: DECEMBER 12, 2023

TO: MAYOR AND CITY COUNCIL

FROM: DAVID WAHBA, PUBLIC WORKS DIRECTOR

SUBJECT: REQUEST TO APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR TRANSTECH ENGINEERS, INC. TO PROVIDE BIDDING SUPPORT AND PROJECT MANAGEMENT SERVICES FOR THE GEORGE F CANYON NATURE CENTER REPLACEMENT PROJECT. LOCATION: SOUTHWEST CORNER OF PALOS VERDES DRIVE NORTH & PALOS VERDES DRIVE EAST (27305 PALOS VERDES DRIVE EAST).

OVERVIEW

The following is a request for the City Council to approve a Professional Services Agreement (PSA) with Transtech Engineers Inc. to provide bidding support and construction management services for the construction of the new George F Canyon Nature Center Replacement Project.

BACKGROUND

On August 23, 2022, the City Council approved a Precise Plan of Design (PPD) application (City Council Resolution No. 2523) for the George F Canyon Nature Center replacement Project, and an Initial Study (IS) with a proposed Mitigated Negative Declaration (MND or ISMND) (City Council Resolution No. 2522), finding that the Project will not have a significant impact on the environment with the adoption of mitigation measures, all as set forth under the California Environmental Quality Act (CEQA).

Over the last year and a half, staff has been working closely with the Project architect, landscape architect, civil engineer, Palos Verdes Peninsula Land Conservancy (PVPLC) and Willdan Engineering, to complete all the construction drawings for the project and move it through Willdan for plan check. As of this writing, the plans are complete, through plan check and almost ready for permit issuance. The Project plans that were approved by the City Council in August 2022 are the same, with only very minor changes to support the buildings' structural requirements and Fire Department's requirements for the buildings and the site's landscaping.

The Project, as previously approved by City Council, proposes the demolition of the existing 450 sq.ft. nature center building and 1,000 sq.ft. outdoor deck; and, the new

construction of a 1,750 sq.ft. single-story building that would combine both the use of a nature center and community room. Also, a 1,000 sq.ft. outdoor deck, plus a 120 sq.ft. storage shed, are proposed for outdoor classroom activities. Further, a 420 sq.ft. viewing deck, located off the back of the building, is proposed for a grand total of 3,290 sq.ft. of facility space.

Parking for the facility would be provided by a new parking lot configuration of 22 spaces and the addition of approximately 14 parallel parking spaces on PVDE, in addition to the 40 +/- spaces in the gravel parking lot for the canyon’s trailhead located to the south.

DISCUSSION

Project Costs

As presented at the City Council Policy Development Session on March 14, 2023, the total cost of the Nature Center Project is estimated at \$3.99 million. Pre-construction costs (architect and engineering) budgeted or expended to date are at \$387,000. Based upon estimated projected costs, the Nature Center construction and contractor costs, which include general conditions and requirements, contractor fee, bonds, and insurance, are estimated at \$2.39 million. Contractor costs include a contingency with escalation expectations and a bid market factor is estimated at \$417,000. Furnishings, equipment, and interpretive design is expected to be approximately \$500,000, with the Palos Verdes Peninsula Land Conservancy (PVPLC) contributing a large portion toward the education element. Consultant services for preparing bid documents, project and construction management, payroll certification and inspection services, along with continued architect firm costs, has been estimated at \$300,000 over the two years of completion.

Estimated Costs	Amount
Pre-Construction costs (professional services)	\$387,000
Construction/Contractor Cost	\$2,392,000
Contingency/Escalation/Bid Market Factor	\$417,000
Furnishings/Education	\$500,000
Construction professional services	\$300,000
Total Project Cost	\$3,996,000

Once the project is placed out for bid (early 2024), staff will have a better idea of what the Project’s actual construction costs will be. It is anticipated that the City Council will review and award the construction contract bid in April of 2024.

Project Funding

In order to fund this George F Canyon Nature Center Replacement Project, the table below shows an up-to-date list of available funding sources. With a grand total estimated Project cost of approximately \$3.99 million, including consulting fees, construction management, Building & Safety plan check/permits and inspection fees (soft costs), the Project still requires approximately \$900,000 to be completely funded. This additional

funding is expected from fundraising efforts that will begin in 2024, and from available Park Facility Fees, which has a fund balance of just over \$1,000,000, with more funds expected in 2024, with the completion of the 927 Deep Valley Drive Mixed-Use Project, which will generate an additional \$1,184,775 in Park Facility Fees.

Project Grants/Funding Sources	Amount
City Park Facility Fees budgeted or expended to date	\$387,000
CA State Dept Parks & Rec (Senator Ben Allen)	\$1,200,000
LA County-Supervisor Hahn commitment	\$500,000
Prop 68 - Per Capita Program	\$177,952
Prop 68 - Urban Area	\$5,040
Outdoor Enviro Ed Grant	\$40,000
Measure A	\$267,863
Rolling Hills Partnership (Prop 68)	\$177,952
Rolling Hills Partnership (Prop 68-urban area)	\$1,156
Estimate PVPLC contribution	\$350,000
Total Funds Allocated/Granted	\$3,106,963

Professional Services Agreement (PSA) for Project Bidding and Construction Management Services

In order to assist staff with Project bidding and construction management services, staff solicited an informal Request for Proposals (RFP) from HR Green Pacific and Transtech Engineers, both of which are highly qualified and competitive consultants to provide these services. Attached, please find the proposals from each consultant.

The Project’s Construction Management (CM) services are as follows:

1. Assist staff in preparing a bid package, using the City’s standard bid package for Public Works projects as approved by the City Attorney;
2. Assist staff in advertising the bid package, including various platforms where bids are publicly posted/advertised;
3. Conduct a pre-bid meeting to answer questions and prepare addendums as necessary;
4. Review all bids received and provide a comprehensive bid analysis and recommendation of the lowest most responsive bidder to the City Council;

5. Assist in the preparation of the Public Works contract for City Council approval, as approved by the City Attorney;
6. Assist in the contract/project set-up with the contractor who is awarded the bid;
7. Provide Construction Management (CM) services for the duration of project construction, estimated to take approximately 18 months to complete. CM services contemplate weekly meetings at an average of 15 hours per week, for contractor coordination of prevailing wage reporting under the Department of Industrial Relations (DIR); responding to Requests for Information (RFIs) and coordinating change orders; meeting coordination between city staff, the architect, landscape architect, civil engineer; and, CEQA requirements per the adopted Mitigation Monitoring Program. CM services also include coordination of utility work and Building & Safety inspection services conducted by Willdan Engineering; and,
8. Provide Project close-out tasks once Project is completed.

After speaking with both consulting teams as part of the informal RFP process and breaking down the hours and costs of each task as summarized above, staff received two proposals (attached). HR Green’s proposal is \$271,770 and Transtech Engineers is \$249,700. The table below shows a comparison between the hours and costs for each task.

TASK	HR GREEN		TRANSTECH	
	<u>HOURS Per Phase</u>	<u>COSTS Per Phase</u>	<u>HOURS Per Phase</u>	<u>COSTS Per Phase</u>
1. Pre-Bidding Phase	80	\$18,000	85	\$15,400
2. Bidding and Contract Award Phase	40	\$5,960	35	\$6,400
3. Pre-Construction Phase	128	\$19,200	70	\$12,500
4. Construction Phase	1,248	\$197,340	1,150	\$209,000
5. Close-out Phase	168	\$26,200	35	\$6,400
6. Auto Direct Costs	N/A	\$5,070	N/A	\$0
TOTALS:	1,664 Hours	\$271,770	1,375 Hours	\$249,700

From the table above and reviewing the total costs per hour, Transtech has a higher rate per billing hour at \$550 for a Project Manager, Construction Manager and Office Engineer (all combined) when compared to HR Green’s combined rate, which is \$530 per billing hour. The key difference in price between the two consultants is the number of hours in the Pre-Construction Phase and the Close-Out Phase, where HR Green has estimated a higher number of hours. Lastly, HR Green includes auto costs, whereas Transtech includes theirs in their hourly rates.

Staff is of the opinion that both consultants are well qualified to carry out the above-listed tasks for Project Bidding and Construction Management services; however, given that Transtech is \$22,070 less than HR Green, staff is recommending that the City Council award a Professional Services Agreement (PSA) to Transtech Engineers.

Next Steps

Once the City Council awards a Professional Services Agreement (PSA) for Project bidding and construction management services (staff is recommending Transtech Engineers as summarized above), then staff will prepare the bid documents and plan to place the Project out to bid by late January or early February 2024. Bids for the construction of the Project will then be presented to the City Council in April 2024. If a contract is awarded for the Project's construction at that time by the City Council, then construction would commence soon thereafter. In the meantime, fundraising efforts will continue and staff will coordinate the closing of the existing Nature Center facility with the Palos Verdes Peninsula Land Conservancy (PVPLC) to coincide with the end of the 2023-24 school year.

RECOMMENDATION

Staff recommends that the City Council:

1. Award a Professional Services Agreement (PSA) to Transtech Engineers, Inc., for Project Bidding and Construction Management Services, for the George F Canyon Nature Center Project (all to the satisfaction of the City Attorney) in the amount of \$249,700.00; and
2. Direct staff to solicit construction bids for the George F Canyon Nature Center Project.

Attachments

Proposals for Construction Management Services from:

1. HR Green Pacific
2. Transtech Engineers
3. Draft PSA for Transtech Engineers, Inc.



P A C I F I C

November 8, 2023

David Wahba
City of Rolling Hills Estates
Director of Public Works
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

▶ 1260 Corona Pointe Court | Suite 305
Corona, CA 92879
Main 855.900.4742 + **Fax** 713.965.0044

▶ HRGREEN.COM

email to: davidw@rollinghillsestates.gov

Re: Proposal for Construction Management Services for New Nature Center

Dear David,

Per your request via email on October 12, 2023 and a subsequent phone call on October 17, 2023 **HR Green Pacific, Inc. (HR Green)** is pleased to provide this proposal for construction management services related to the City's new nature center. The City has prioritized the construction of this new nature center for several years and now has the necessary funding in place for its construction.

HR Green has the expertise to deliver to the City of Rolling Hills Estates the successful construction of the nature center for the following reasons:

Proven Technical Capabilities and Qualifications – HR Green is an industry leader with a proven track record of successfully completing municipal projects on time, within budget, and in accordance with City and other regulatory requirements.

Key Personnel – HR Green's proposed **Construction Manager, Robert Luciano, PE**, has nearly 40 years of construction management experience specializing in all types of municipal projects. As a public works inspector and Construction Services Manager for the City of Anaheim, Robert worked on the construction of facilities such as the Anaheim Regional Transportation Intermodal Center (ARTIC), the Convention Center Expansion, the Grand Plaza, and many more. Robert's complete resume is attached at the end of this proposal. Our Team will take a vested interest in this crucial project in the City. It is our goal to provide the City of Rolling Hills Estates with a highly technical construction engineering team who is familiar with local contractors, facility construction, and site improvements along with organizational skills to successfully oversee this project.

Oversight and Compliance – All HR Green construction staff are fully trained in environmental and labor compliance. They will efficiently and accurately complete the necessary documentation and provide the proper oversight to this project to protect the City's financial investment.

PROPOSED SCOPE OF SERVICES

BID / AWARD SUPPORT:

- Help City assemble bid package and post for public bidding
- Respond to bidder's questions and prepare necessary addenda
- Attend bid opening
- Review submitted bids and prepare bid analysis
- Perform reference checks for apparent low bidder
- Provide award recommendation



P A C I F I C

PROJECT START UP AND REVIEW:

- Review plans, details, and special provisions for this project
- Set up files
- Conduct pre-construction meeting
- Review the proposed contractor schedule
- Update the City emergency communication plan
- Shop drawing and submittal reviews

CONSTRUCTION MANAGEMENT:

- Conduct weekly on-site construction progress meetings
- Respond to RFIs
- Review the contractor's weekly look ahead schedule
- Communicate with City staff to discuss assignments and contractor progress
- Provide labor compliance interviews and reporting
- Preparation of pay estimates and change orders
- Maintain project records and reports, including the weekly statement of working days
- Address resident concerns and questions
- Monitor as-built plans

ASSUMPTIONS / EXCLUSIONS:

- 18-month construction schedule
- Daily construction observation is not included
- Technical specifications prepared by others
- Bid / award support includes 40 hours of staff time
- Project start up and review included up to 128 hours of staff time
- Construction Management includes up to 15 hours of staff time per week

PROPOSED FEE

HR Green proposes to provide these services on a time and materials basis in accordance with our standard schedule of rates, not to exceed **\$271,770** per the breakdown attached.

If you have any questions, please contact me at 719.394.2431 or via email at ckey@hrgreen.com.

Sincerely,

HR GREEN PACIFIC, INC.


Chase Keys, PE
Engineering Group Leader



Robert Luciano, PE, QSD/QSP

Construction Engineer

Prior to joining HR Green, Robert had a 37-year career with the City of Anaheim involving all facets of construction management and inspection of capital and land development projects. He directed, managed, supervised and coordinated the activities and operations of the Construction Services Division (Inspection, Survey, and Contract/Project Management) within the Department of Public Works.

Robert has served as a Public Works Inspector during much of the Anaheim Resort, Platinum Triangle transformation, Anaheim Garden Walk development and Disney's California Adventureland expansion. As the Construction Services Manager, he led the design and construction team for the successful completion of Anaheim Grand Plaza and was an instrumental construction team member for both Anaheim Regional Transportation Intermodal Center (ARTIC) and the Anaheim Convention Center expansion. He also worked on the 200,000 SF Convention Center expansion, building renovations, neighborhood rehabilitation, street improvements, pavement rehabilitation, signal coordination / upgrades, and sewer improvements.

As Anaheim's Construction Services Manager for 12 years he directed, managed, supervised and coordinated the activities and operations of the Construction Services Division (Inspection, Survey, and Contract/Project Management) within the Department of Public Works. Robert coordinated assigned activities with other divisions, departments and outside agencies, providing highly responsible and complex administrative support to the Director of Public Works. Department Branch representative, Damage Assessment Coordinator at City's Emergency Operation Center. He has served as Resident Engineer for federal funded improvement program; provided technical engineering decisions and enforced technical criteria and standards.

SELECTED PROJECT EXPERIENCE

▷ Anaheim Convention Center Grand Plaza, City of Anaheim

Construction Manager/Resident Engineer for the \$15 million transformation of Convention Way from a busy vehicular roadway shared with high pedestrian usage into a 100,000 square foot pedestrian-friendly outdoor area for year-round events.

▷ Fire Station #5 Design and Construction, City of Anaheim

Construction Manager responsible for the coordination of all phases including design, bid process, and construction for the \$5 million 10,000SF new fire station. Robert worked with the City and the Fire Department to manage objectives and balance against budget and deadlines. He developed the construction schedule and solicited bids from third-party contractors. During construction he oversaw daily work, conducted progress meetings, enforced quality standards, reviewed safety, and maintained project costs and schedule.

▷ City Hall Seismic Upgrade Retrofit, City of Anaheim

Oversaw the \$815,000 voluntary construction seismic upgrades to the City of Anaheim City Hall Tower, which included new grade beams and reinforced concrete shear wall, new steel haunches and steel moment frame beam connections, replacement and relocation of architectural, mechanical, electrical, plumbing and fire protection elements. Robert coordinated with various departments and contractors from design through construction, and oversaw daily work, conducted progress meetings, enforced quality standards, reviewed safety, and maintained project costs and schedule.

EXPERIENCE

40+ Years

EDUCATION

BS, Survey Engineering,
Ferris State University

REGISTRATION / LICENSE

Registered Civil Engineer,
CA #70748

Qualified SWPPP
Developer/Practitioner
(QSD/QSP)

SPECIALIZED TRAINING & CERTIFICATIONS

Public Works-Utilities
Inspection Certificate

Cal OES Damage
Assessment Certification
#63542



**CITY OF ROLLING HILLS ESTATES
NATURE CENTER PROJECT**

CONSTRUCTION MANAGEMENT SERVICES MAN-HOUR AND FEE

Task Descriptions	Senior Project Manager	Construction Manager	Office Engineer	TOTALS	
	Chase Keys	Robert Luciano	Jorge Perez		
Rate/Hour	\$225.00	\$175.00	\$130.00		
CONSTRUCTION MANAGEMENT SERVICES					
A. Project Management and General Coordination	80			80	\$18,000.00
B. Bid and Award Support	8		32	40	\$5,960.00
C. Project Start-up and Review	8	40	80	128	\$19,200.00
D. Construction Management		780	468	1248	\$197,340.00
F. Project Close-out	8	80	80	168	\$26,200.00
Total Hours	104	900	660	1664	
Labor Fee	\$23,400.00	\$157,500.00	\$85,800.00		\$266,700.00
Vehicle (\$65/day) Direct Costs		\$5,070.00			\$5,070.00
TOTAL FEE					\$271,770.00



November 13, 2023

City of ROLLING HILLS ESTATES
4045 Palos Verdes Dr N; Rolling Hills Estates, CA 90274
Attn.: David Wahba, Director of Public Works (E: DavidW@rollinghillsestates.gov)

PROPOSAL, Project Management Services for Nature Center Project

Transtech is pleased submit this proposal for the subject project.

Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting** firm. Transtech has been **in business for 34 years** and is **providing municipal services to approximately 75 public agencies**.

Multi-disciplinary Service Capabilities:

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

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

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

Large Pool of Experienced Staff and Resources: Transtech has a large pool of well **experienced staff and resources (approximately 200)** readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner.

Extensive Experience in Municipal Engineering and Working with Public Agencies: One of the **unique qualifications** of Transtech is that we serve public agencies as **municipal contract service providers**, including **Contract City Engineer, City Traffic Engineer, Building Official, CIP Manager, Planner and in other capacities**. We have extensive experience in **working with public agencies** and have a good understanding of public agency procedures and policies, preparing staff reports and presentations to City Council, Boards and public, and in communicating effectively with diverse audiences and stakeholders at public forums. We have managed large and complex projects, which involved multiple agencies and jurisdictions. **Several of our staff members are former City Engineers, Public Works Directors.**

Experience with METRO: We **work with METRO** on a number of projects. Currently, we are managing 710 Mobility Improvement Projects for the Cities of Alhambra and Rosemead, which has total funding of over \$200m.

Experience with Caltrans: Our team includes **experienced staff members who have worked for CALTRANS** and are intimately familiar with the standards and procedures, project development and approval process, and requirements. One of our **Sr. Staff Member is former Deputy Director of Caltrans District 7.**

Experience with LA County: We **work and coordinate with LA County** on a number of projects.

Experience in Federally Funded Projects: We have extensive **experience in the management and administration of grant funded projects**. Our staff members have **completed Caltrans RE Academy for Federally and State Funded Projects**.

Successful Record of Obtaining Grant Funds: Our team has **proven track record in obtaining outside grants for its client cities**. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. We have obtained extensive amount of funds for our client cities.

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

Sincerely,

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

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1. PROJECT INFORMATION (provided by the City)

The City is looking for project management services for the following:

1. Obtain City building permit issued plans, specifications and estimates (PS&E) from the City;
2. Obtain City's bid package front end boiler plate;
3. Prepare complete bid package ready to advertise;
4. Coordinate bid advertisement as the City's project manager;
5. Attend pre bid meeting, prepare meeting agenda, sign in sheet. Obtain bidders' questions, and prepare addendum(a), as necessary to respond to questions;
6. Receive opened bids. Perform bid analysis including preparation of bid tabulation, review of apparent low bid, CA license check, DIR registration verification of prime and all subcontractors, state/federal debarment list verification.
7. Prepare staff report to award public works construction contract.
8. Coordinate/attend preconstruction meeting with the City, Contractor and designer. Prepare meeting agenda, sign in sheet.
9. Provide as-needed project management (City is looking for an approximate 15 hours/week for 18 months assumed project duration) throughout construction. General PM responsibilities include coordinating weekly construction meetings, preparing meeting agendas, sign in sheets, coordination of submittal reviews and RFI reviews with the designer, coordination with contractor, designer and the City, emails, correspondence, attending meetings.
10. Construction inspection is provided by others.
11. There are no restrictive/federal funds on the project.



2. SCOPE OF SERVICES

Pre-Bidding Phase:

City will provide plans, technical specifications, itemized bid schedule, cost estimates, soils reports, haz-mat reports, surveys, standard front-end/admin specifications and all other documents. Transtech will assist the City in compiling these documents into a bid package for bid advertisement. Transtech will assist the City in coordinating with consultants involved in the project.

The plans will be checked and approved by City's Building and Safety and Engineering Department.

Bidding and Contract Award Phase:

The bid package will include a non-mandatory pre-bid meeting on-site. Consultants who prepared the project plans, as well as City's Building and Safety and Engineering staff will attend the pre-bid meeting to answer questions during the meeting.

Transtech will assist on the preparation of Addenda to respond questions by the bidders. Responses to questions related to plans and documents, will be provided to Transtech by the consultants who prepared the plans and documents.

After bids are received, Transtech will conduct a bid analysis to establish lowest responsive bidder. The bid item and schedule of values costs will be reviewed and compared to its project cost estimates by design consultant, who will advise the City if the costs are reasonably allocated to various work items based on its cost estimates.

Transtech will assist the City in contract award process.

Pre-Construction Phase:

Transtech will coordinate pre-construction meetings, inviting general contractor and project stakeholders.

Transtech will assist in pre-construction activities, including contact approval coordination, submittal reviews coordination, schedule submittal and review, and other activities in preparation of construction.

RFIs, submittals, shop drawings, technical design questions, etc, will be reviewed and approved by consultants who prepared the plans and documents.



Construction Phase:

Transtech will:

1. Administer and manage construction contract.
2. Monitor construction schedule and costs.
3. Coordinate contractor's submittals for project design consultant's review and approval. RFIs, submittals, shop drawings, technical design questions, etc, will be reviewed and approved by consultants who prepared the plans and documents..
4. Coordinate review of proposed change orders. The change orders and costs will be reviewed by the design consultant.
5. Coordinate with project design consultant in response to contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
6. Assist in the review of Contractor's invoices and recommend payment for the agreed invoice amount to City's Project Manager for the processing of payment. The invoices will also be reviewed by the design consultant.

All inspections, plan checks, approvals will be performed by City's Engineering and Building and Safety Departments, and/or other City Consultants as necessary.

Post-Construction and Project Close-Out Phase:

Transtech will:

1. Coordinate punch list walk thru and acceptance with City's Engineering and Building and Safety Departments.
2. Prepare City Council staff report for the acceptance of the project when the punch list items are completed.
3. Assist in the release of retention after the Project is accepted and Notice of Completion is filed.



3. QUALIFICATIONS OF PROPOSED PERSONNEL

Following are resumes of our proposed project management and support staff:

AHMAD ANSARI, PE, Contract Principal



Education

- BS in Engineering, MBA

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Ansari has over 30 years of past experience in City and County Public Works and has worked at several municipalities in Southern California, including:

- City of Moreno Valley- Public Works Director/City Engineer
- City of Rialto- Public Works Director/City Engineer
- City of Perris- Public Works Director
- City of Pomona- Deputy Public Works Director/Assistant City Engineer.

He has managed CIP Programs and Public Works Operations, and served as the responsible in charge of numerous multi-disciplinary teams, including:

- Capital Improvement Program project management and delivery
- Real Property/Right of Way acquisition and management
- Traffic and Transportation engineering
- Private Development/Entitlement process review and approval
- Maintenance and Operations including roads, storm drains, sewers, parks, facilities, traffic signals, signs/stripping, fleet
- Special Districts, Landscape/Lighting Assessment
- Electric Utility

OKAN DEMIRCI, PE, QSD, QSP, MBA, Principal Project Manager, QA/QC



Education

- BS in Engineering

Registrations/Certifications

- Registered Civil Engineer
- Caltrans Resident Engineer Academy

Highlights

Mr. Demirci has approximately 12 years of experience. Mr. Demirci serves as Assistant Public Works Director, City Engineer, CIP Program Manager at Transtech's Contract Cities and provides technical and management support.

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

Mr. Demirci works as CIP Program Manager at various Transtech's Contract Cities and manages various capital improvement programs including state and federal funded programs. Mr. Demirci's experience also includes working as Resident Engineer, Project Manager and Construction Manager on various projects (including federal and state funded projects).

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

AZITA FAKOORBAYAT, PE, Primary Project Manager



Education

- BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer

Highlights

Ms. Fakoorbayat has over 25 years of experience. She has a broad knowledge of municipal government



operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Recent Experience with Transtech's contract Cities:

Contract CIP Project Manager, City of Chino: As contract CIP Project Manager, coordinate various CIP projects throughout project design phase, including concrete, asphalt, storm drain, sewer, water, grading, traffic signal, accessibility. Conduct design review, PS&E review, constructability and biddability review, and manage design phase of various CIP projects, and manage and coordinate various CIP projects with various design engineers to ensure project design phases are completed within time and budget, and proceed with construction.

Public Agency Experience:

- Principal Engineer, City of Costa Mesa, CA
- As Principal Engineer, perform a broad range of highly complex and professional
- Civil Engineer I, Pierce County Public Works Utilities and Transportation
- Services, Design Section, Tacoma, WA
- Assistant City Engineer, City of Sumner, Sumner, WA

Private Consulting Experience:

- Senior Project Manager, Afb Group, Laguna Niguel, Ca
- Senior Project Manager, Berryman & Henigar, Santa Ana, Ca
- Project Manager, CNC Engineering, Newport Beach, Ca
- Senior Design Engineer/ Project Manager, Harding Lawson Associates Group Inc., Bellevue, Wa

MATT JABBARI, Project Management Support



Education

- MsCM in Construction Management, Northeastern University, Boston, MA
- BS, Civil Engineering, Univ. of Minnesota, MN

Registrations/Certifications

- Engineer in Training (EIT)
- Licensed A General Eng. Contractor
- Greenbook Sub-Committee Member
- ACI Field Concrete Technician – Class A

Highlights

Mr. Jabbari has over 25 years of experience in engineering and construction in both the public and private sectors. He has provided construction management and inspection services on a wide variety of public works projects, including grading, excavation, dry/wet utilities, SWPPP, site development, sewer, asphalt & concrete paving, striping, curb&gutter, sidewalks, curb ramps, driveway aprons, storm drains, concrete piles, street widening, slope-stabilization, retaining walls, soil nail, tiebacks, micropiles, construction of levees, parks & trails, structural concrete, shotcrete.

Mr. Jabbari's project management responsibilities include design oversight, preparation of specifications, bid packages, cost estimates, conducting constructability reviews, monitoring schedules and budget, preparing/reviewing construction management documentation including inspector daily reports and weekly reports, responding to RFIs, reviewing submittals, reviewing contract change orders, resolving disputes with contractors and preparation/review of other technical documents for public works/CIP projects.

EARL FRASER, Registered Constr. Inspector, QSP, Field Constructability Review/Support



Education

- BA

Registrations/Certifications

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

Highlights

Mr. Fraser has approximately 30 years of experience. He is a Registered Construction Inspector by American Construction Inspectors Association. He is also certified as QSP (Construction General Permit Qualified SWPPP Practitioner). His experience includes inspection local roads, pavement rehab, ADA, grading wet and dry utilities. As Sr. Inspector/Construction Manager, he performs a wide variety of tasks

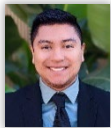


to ensure the project progresses on schedule, is in compliance with approved plans and specifications, and effective communication and information flow is maintained with project participants. He has inspected projects that are funded with State and Federal Funds and is familiar Caltrans LAPM for Contract Administration.

Examples of his project experience as Sr. Inspector/Construction Manager includes:

- La Ballona Safe Routes to School Improvements, City of Culver City
- Valley-Linden Roadway Improvements, City of Rialto
- FY 19/20 Pavement Rehab, City of Commerce
- FY 19/20 Pavement Rehab Las Tunas Rd, City of Temple City
- FY 19/20 Pavement Rehab, City of Cudahy
- FY 17/18, 19/20, 20/21 Pavement Rehab, City of West Covina
- FY 19/20 Pavement Rehab, City of Maywood
- CDBG Various Restroom Improvements, City of Cudahy
- CDBG Sr. Center Facility Improvements, City of West Covina
- Traffic Signal Improvements (HSIP Cycle 6), City of South El Monte
- Brewster Ave Water and Sewer Improvements, City of Lynwood
- Agnes Ave Water and Sewer Improvements, City of Lynwood
- Primrose Park Improvements, City of Temple City
- Field Inspector and Design Support, City of Grand Terrace Pico Park Ball Field

RUDOLPH RODRIGUEZ, Office Engineering Support



Education

- B.S Civil Engineering, Cal Poly Pomona

Registrations/Certifications

- 10-Hr OSHA

Highlights

Mr. Rodriguez has approximately 5 years of experience. His experience includes CIP management support, coordination with City Departments, Utility Companies, Caltrans, other Regulatory Agencies, Developers, Consultants, Contractors, and overall management and coordination support for a variety of projects from design through plan review and approvals and construction. **Following are various examples of projects and assignments (under Transtech's Municipal Engineering Contracts) representative of his experience:**

- **CIP Project Management Support/Asst. Project Manager, City of West Covina, Maywood, Commerce, South El Monte, Lynwood, Rosemead (services provided under Transtech City Engineering contract):** Provided capital improvement projects management support to Transtech's contract City Engineer. Under this role, Mr. Rodriguez provided CIP project management support as Asst. Project Manager, Office Engineer and Field Inspection support, and he has been involved in planning, design and construction phases of CIP projects. Mr. Rodriguez prepared staff reports, bid packages, RFPs, technical documents, conducted field reviews, inspection and office engineering support to Transtech construction managers and resident engineers. Highlighted projects are listed below:
 - City of West Covina, FY 22/23 Pavement Rehabilitation: Citywide pavement rehabilitation (asphalt coldmill and overlay and slurry seal), concrete improvements (sidewalk, curb, curb ramp), striping. Project Cost: \$4.0m.
 - City of West Covina, CDBG Sidewalk Improvements (Federally Funded): Citywide pedestrian accessibility improvements including concrete sidewalk, curb&gutter, driveway approach improvements. Project Cost: \$1.0m.
 - City of West Covina, Citywide Vehicle and Pedestrian Safety Improvements: Citywide vehicle and pedestrian safety improvements including crosswalks, traffic control devices (RRFBs, radar speed feedback system, overhead flashing beacon, etc), signage and striping, accessibility improvements including sidewalk, curb & gutter and driveway approach. Project Cost: \$1.0m.
 - City of Maywood, FY 22/23 Pavement Rehabilitation: Citywide pavement rehabilitation (asphalt coldmill and overlay and slurry seal), concrete improvements (sidewalk, curb, curb ramp), striping. Project Cost: \$3.0m.
 - City of Maywood, CDBG Sidewalk Improvements (Federally Funded): Citywide pedestrian accessibility improvements including concrete sidewalk, curb&gutter, driveway approach improvements. Project Cost: \$0.75m.



4. FEE

LEVEL OF EFFORT TABLE	Sr. Eng/PM	PM	Office Eng	Total Hours	Total Cost
	Av. Billing Rate	Av. Billing Rate	Av. Billing Rate		
	\$200	\$190	\$160		
Pre-Bidding Phase:	15	40	30	85	\$15,400
Bidding and Contract Award Phase:	5	20	10	35	\$6,400
Pre-Construction Phase:	10	30	30	70	\$12,500
Construction Phase: (Per City, assumed 18 month construction duration, and 15 hrs average per week during construction duration)	100	700	350	1,150	\$209,000
Post-Construction and Project Close-Out Phase:	5	20	10	35	\$6,400
Total Hours	135	810	430	1,375	
Total Fees	\$27,000	\$153,900	\$68,800		\$249,700
TOTAL ESTIMATED BUDGET					\$249,700
Above level of effort, durations and staff classifications and their hourly rates are average, and may be adjusted/re-allocated between staff and tasks as necessary depending on actual work progress and needs.					



DRAFT



City of Rolling Hills Estates

PROFESSIONAL SERVICES AGREEMENT

With

Transtech Engineers Incorporated

Effective Date: December 12, 2023

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is effective as of December 12, 2023, (“**Effective Date**”), and is between the City of Rolling Hills Estates, a California municipal corporation and general law city (“**City**”) and Transtech engineers, Inc, a California corporation, (“**Consultant**”).

Section 1. Term of Agreement.

Subject to the provisions of Section 20 [Termination of Agreement], the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant’s services.

Section 2. Scope and Performance of Services.

- 2.1** Consultant agrees to perform the services set forth in Exhibit A [Scope of Services], which is made a part of this Agreement.
- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3** Consultant’s designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B [Key Personnel & Compensation], which is made a part of this Agreement.
- 2.4** Consultant must make every reasonable effort to maintain the stability and continuity of Consultant’s key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City’s written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5** Consultant must obtain City’s prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6** Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- 2.7** City may inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when completed. Acceptance of any of Consultant’s work by City will not constitute a waiver of any of the provisions of this Agreement.

- 2.8 The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- 3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

- 4.1 By executing this Agreement, Consultant represents 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;
 - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- 4.2 If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B ("Key Personnel & Compensation"). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 5.2 The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.

- 5.3** Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.
- 5.4** City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.
- 5.5** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
- 5.6** Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant may not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance as required under Exhibit C;
 - (b) Consultant provides City with a Taxpayer Identification Number;
 - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and
 - (d) City gives Consultant a written notice to proceed.
- 6.2** The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance; Excusable Delays; Extensions.

- 7.1** Consultant must adhere to all schedules and deadlines set forth in this Agreement.

- 7.2** Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3** If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents.

- 9.1** All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.
- 9.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

Section 10. Confidential Information; Release of Information.

- 10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a

subpoena or court order will not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

- 10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, to the extent caused by or incurred as a result of Consultant’s conduct.
- 10.4** Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.
- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

Section 11. Consultant’s Books and Records.

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant’s performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.
- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant’s address indicated for receipt of notices in this Agreement.
- 11.3** Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant’s business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant’s expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 12. Status of Consultant.

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.
- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.
- 13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

Section 14. Unauthorized Persons.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*), as it may be amended, and further agrees not to employ unauthorized persons as defined under the Act. Should Consultant employ any unauthorized persons for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized persons, Consultant agrees

to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

Section 15. Conflicts of Interest.

- 15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.
- 15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.
- 15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.
- 15.4** City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. Indemnification.

- 16.1** The parties agree that City should, to the fullest extent permitted by law, be defended, indemnified, and held harmless from all Services Claims and Operations Claims (defined below) related to the performance by Consultant of this Agreement. Accordingly, the provisions of this section are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold harmless City as set forth in this section.
- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors and any other persons for whom Consultant is legally responsible.
- 16.3** With respect to the performance of professional services under this Agreement where the law establishes a professional standard of care for such services, Consultant agrees to indemnify, and hold harmless City from and against all liabilities, damages, losses, and costs, including but not limited to reimbursement of reasonable attorney's fees and all other costs of defense, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant (collectively, "**Services Claims**").

- 16.4** With respect to the acts and operations of Consultant under this Agreement other than the performance of professional services, Consultant agrees to defend, indemnify, and hold harmless City from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees and all other costs of defense, to the extent caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant, and excepting only those claims, damages, liabilities, losses, and costs caused by City's sole negligence or willful misconduct (collectively, "**Operations Claims**").
- 16.5** Consultant must notify City within five days of receipt of notice of any Operations Claims or Services Claims made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.6** Consultant's duty to defend Operations Claims is a separate and distinct obligation from Consultant's duty to indemnify City for any Operations Claims. With respect to Operations Claims, Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by City, immediately upon tender to Consultant of an Operations Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Operations Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals..
- 16.7** Consultant agrees that settlement of any Operations or Services Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.
- 16.8** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.9** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.
- 16.10** The parties acknowledge and agree that design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which limits claims to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code. The parties further acknowledge and agree that the provisions of this Section 16 are to be interpreted and applied to the fullest extent permitted by Civil Code section 2782.8.

16.11 The provisions of this section will survive the expiration or earlier termination of this Agreement in accordance with the applicable provisions of Exhibit C [Insurance].

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default; Limitations on Liability.

- 19.1** In the event that Consultant is in default under the terms of this Agreement, City will have no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.
- 19.2** Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

- 20.1** City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2** Consultant may terminate this Agreement at any time upon 30 days prior written notice of termination to City.
- 20.3** Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Electronic Signatures.** This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[Signatures on the following page.]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF ROLLING HILLS ESTATES

Greg Grammer, City Manager

ATTEST:

Lauren Petit, City Clerk

APPROVED AS TO FORM:

Donald M. Davis, City Attorney

CONSULTANT:

Transtech Engineers, Inc.

By _____
Name:
Title:

By _____
Name:
Title:

EXHIBIT A

SCOPE OF SERVICES

[Attached]

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:
_____.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$249,700.

FEE SCHEDULE

(Complete or attached Separate Schedule)

KEY PERSONNEL:

Name	Title/Position	Rate (Per Hour)
	Senior Engineer/Project Manager (PM)	\$200
	Project Manager	\$190
	Office Engineer	\$160

SUBCONSULTANTS:

Name	Title/Position	Rate (Per Hour)

EXHIBIT C

INSURANCE

1. **Required Insurance.** Before commencing any services, Consultant must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$2,000,000
Business Automobile Liability	\$2,000,000
Workers' Compensation	Statutory Requirements
Professional Liability	\$2,000,000

2. **Insurance Rating.** All insurance required to be maintained by Consultant must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by the City's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, agents, employees and volunteers.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident. Such insurance must include both a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, both in favor of the City, its officers, agents, employees and volunteers.
5. **Workers' Compensation.** Consultant must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Such insurance must include a waiver of subrogation endorsement in favor of City, its officers, agents, employees and volunteers.
6. **Professional Liability (Errors & Omissions) Insurance.** The professional liability insurance must cover the services to be performed under this Agreement and must be in an amount not less than \$2,000,000. The coverage must be provided on a "claims made" basis. Consultant must maintain continuous coverage through a period not less than three years after the completion of the services required under this Agreement.

7. **Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella or excess liability policy must include a “drop-down provision” requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The policy must “follow form” to the underlying primary policy. Coverage must be applicable to all insureds under the primary policies. The scope of coverage provided is subject to approval of City following receipt of the required proof of insurance. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
8. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
9. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or certified copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City’s legal counsel. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days’ prior written notice to City by certified mail, return receipt requested. The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City’s right to require compliance. In the event that Consultant’s policies are materially changed, Consultant must provide the City with at least 30 days’ prior written notice of the applicable changes.
10. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant’s expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
11. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant’s indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds

available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

12. **Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving Consultant at least 90 days' advance written notice of such change. If such change results in substantial additional cost to Consultant, the parties may renegotiate Consultant's compensation.
13. **Timely Notice of Claims.** Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.