

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH TRANSTECH ENGINEERS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15<sup>th</sup> day of October 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and TRANSTECH ENGINEERS, INC. a California corporation ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering staff support and program services on an as needed basis, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total

aggregate annual compensation shall not exceed Four-Hundred Thousand Dollars (\$400,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to

the other except for those rights and liabilities that accrued prior to the date of termination.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of approximately fifty-six (56) months, ending on June 30, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

#### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and

property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

Transtech Engineers, Inc.  
13367 Benson Avenue  
Chino, CA 91710  
Tel: (909) 595-8599  
Attn: Ahmad Ansari, P.E.

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5184  
Attn: Ramin Nikoui

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its

basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is



determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7921.000 (formerly Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510 (formerly Section 6254.7), and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California

applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its

fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

_____	Date: _____
Signature	
_____	
[Name and Title]	

**CITY OF COSTA MESA**

_____	Date: _____
Lori Ann Farrell Harrison	
City Manager	

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

_____	Date: _____
Kimberly Hall Barlow	
City Attorney	

APPROVED AS TO INSURANCE:

_____	Date: _____
Ruth Wang	
Risk Management	

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ramin Nikoui  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Director of Public Works

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT B**

**CONSULTANT'S PROPOSAL**

Submitted To

**City of COSTA MESA**  
Public Works Department

Submitted on PlanetBids



ATTACHMENT 3

**Proposal**  
**ON-CALL**  
**ENGINEERING STAFF SUPPORT &**  
**PROGRAM MANAGEMENT**  
**SERVICES**



**TRANSTECH**

**Est. 1989**

[www.transtech.org](http://www.transtech.org)

855.595.2495 (toll-free)

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

**Submitted By**  
**TRANSTECH Engineers, Inc.**

Contact Person for this Proposal:

**Ahmad Ansari, PE, Principal**

E: [ahmad.ansari@transtech.org](mailto:ahmad.ansari@transtech.org)

C: 949-702-5612

O: 909-595-8599

ATTACHMENT 3  
**PROPOSAL**  
(limited to 20 pages)





## 1. Cover Letter (per RFP, limited to 2 pages)

July 30, 2024

City of COSTA MESA  
Public Works Department  
Submitted on PlanetBids



### PROPOSAL, ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES

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

Established in 1989, Transtech (a California Corporation) is a multi-disciplinary municipal engineering consulting firm. Transtech has been **in business for 35 years** and provides **municipal services to approximately 80 public agencies**. Our staff and resources include **approximately 200 staff**, including **project managers, civil engineers, designers, traffic and transportation analysts, technicians plan and map checkers, surveyors, inspectors, construction managers, building officials, building plans examiners, building inspectors, planners and support personnel**.

Transtech is a **multi-disciplinary municipal engineering consulting firm**. Our service capabilities include:

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

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 working with Public Agencies in similar assignments**. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies.

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.

We have extensive **experience in the management and administration of federally funded projects**. In the past few years, we managed over 30 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects. We follow guidelines and procedures of Caltrans Local Assistance Procedures



Manual (LAPM).

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.

Transtech has a **large pool of well experienced in-house staff readily available** to respond and provide services in a timely, efficient, and cost-effective manner.

**We believe our team is well qualified to perform the services requested:**

- ✓ Successfully providing **similar services to many agencies for over 33 years**.
- ✓ Proven track record in **on time and within budget** project delivery.
- ✓ **Multi-disciplinary** engineering consulting service capabilities to provide an array of municipal services.
- ✓ Ability to **work collaboratively** with agencies, project applicants, and other stake holders, and **communicate effectively** with diverse audiences and stakeholders at public forums.
- ✓ Committed to producing a **high-quality work product and deliver a high level of customer care**.
- ✓ We understand the importance of an **effective public relations and information program**, and have managed large projects, which involved multiple agencies and jurisdictions.
- ✓ **Understanding of public agencies procedures, and policies**, and extensive experience in preparing staff reports, and **presentations to City Council, Boards and public**.
- ✓ Our services are founded on the principals of **Total Quality Management for Total Customer Care and Satisfaction**.
- ✓ Commitment of **principal level management** and involvement throughout the contract duration.

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

Sincerely,



**Ahmad Ansari, PE**

**Principal Project Manager**

E: [Ahmad.ansari@transtech.org](mailto:Ahmad.ansari@transtech.org)

C: 949-702-5612



## 2. Background and Project Summary Section

The Transportation Services Division of the City of Costa Mesa's Public Works Department is requesting proposals for professional on-call engineering staff support and program management services:

The RFP indicates that the proposed contract requires the Proposer to assign an individual to work as an extension of City staff, and proposers may propose multiple key personnel for the City to choose from depending on their individual qualifications, experience, and availability.

The services required include project management of current and future consultant contracts for several locally funded and federally funded transportation improvement projects, and providing general support to the Transportation Services Division.

**The types of services are briefly discussed below:**

- **On-Site Staff Augmentation Services:**

The selected consultant will be an extension to City staff and will provide a variety of transportation planning and traffic engineering services and address ongoing issues. The selected consultant will be required to physically work at City Hall and remote work is not allowed. The selected consultant, depending on the final agreement with the City, may be contracted to work up to full-time.

- **Transportation Improvement Projects:**

There are several ongoing transportation improvement projects. The consultant will act as the project manager and provide design and construction oversight, coordinate with other divisions and departments, and assist staff in day-to-day activities.

- **Program Management:**

The City has several pending locally-funded and federally-funded Capital Improvement Program (CIP) projects, some of which are underway. Services required include developing Request for Proposals (RFPs), grant management, managing design consultants, bid and award process, and overall project management. The selected consultant will manage all project activities towards their successful completion while following all applicable local, state, and federal guidelines and all grant requirements. Specific tasks will also include reviewing design plans, attending community outreach meetings, reviewing consultant invoices, preparing grant reimbursement invoices where necessary and maintaining project records. The consultant shall have experience using the Local Assistance Procedures Manual and working on grant funded projects administered by Caltrans.

**Some of the Transportation Services Division's pending projects include:**

- Fairview Road Active Transportation Improvements (federally funded)
- Adams Avenue Active Transportation Project – Multipurpose Trails (federally funded)
- Fairview Road – Belfast Avenue Traffic Signal Design
- Signal Modernization for Systemic Safety Improvements (federally funded)
- Mesa Drive – Santa Ana Avenue Bicycle Facility Project
- Mesa Verde Drive East & Peterson Place Bicycle Facility Project



### 3. Method of Approach

#### APPROACH

##### Customer Care and Responsive Service Approach:

- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction**.
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **"Same Day Response"** motto.
- ✓ Transtech also provides a **24-hour emergency contact** number to its clients.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **"Customer Care"** to the City, City's patrons, including responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services. **Responsiveness** is an integral part of Transtech's **"Customer Care"** service approach.
- ✓ Our Contract Principal will meet with the Client's Project Manager frequently for **service evaluation** and address any areas for improvements.
- ✓ Responsiveness is an integral part of Transtech's **"customer friendly" service approach**. While our service is always on an "as needed" basis, our responsiveness is on "full-time" basis.
- ✓ Transtech understands the importance of being able to **expedite certain projects**, when requested, by the City. Transtech has sufficient staff and resources to expedite projects.
- ✓ We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements.

##### Structured Approach:

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

- **Project Management:** Our approach is to provide proactive management and attempt to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing the project. Our team members have extensive experience and proven track record in managing large and complex projects and bringing them to a completion on time and within budget.
- **Approach to Cost Control and Change Orders:** We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost-effective manner.
- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery:** The baseline schedule should properly identify the project scope, critical path, project milestones, target dates, phases and sequences of



work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.

- **Management of Documents:** We use an electronic file management system. All construction forms, daily dairies, weekly statement of working days, etc. are stored in our electronic file system, and are per Caltrans documentation system. We provide these documents at the end of the project to the client in organized files as well as pdf files.
- **Safety and Security:** We hold meetings with the contractor to review and discuss safety and security requirements, OSHA conformance, emergency security and safety procedures, and enforce security and safety responsibilities.
- **Funding Closeout:** We prepare necessary closeout documentation required by the funding agencies, submit final reimbursement documentation, follow-up on the reimbursements, and final funds balance report.
- **Project Closeout:** We recognize that closeout is an important part of the construction process. It signifies that the new facility structure is ready to use. We methodically handle all closeout tasks to ensure a smooth transition from construction to occupancy.
- **Methodology for Communication to Inform City on Work Progress:** Key project team members will attend periodic project progress meetings with City staff throughout the project duration.
- **Electronic common project information and file sharing platform:** We create and provide access to project participates a common project information and file sharing platform.

#### **Project Control Systems:**

Project controls are essential to keep complex construction projects on budget and on time. They help teams and stakeholders identify emerging risks early, before they become expensive, time-consuming problems. With advance warning, these issues can be mitigated or avoided altogether. Project controls also give leadership the data they need to set realistic expectations, manage subcontractors, and plan with confidence. During the course of a project, program and project managers use controls to monitor time and cost expenditures and compare them to project lifecycle forecasts. They also rely on them to coordinate onsite execution with the milestones established during the design, procurement, entitlement, and pre-construction stages. The benefits of project controls are many. When they are put in place and used appropriately, they contribute to increased efficiency, decrease in delays and cost overruns, and fewer claims and costly litigation.

Our staff has experience will all of the major document control software systems including Procore, Autodesk ConstructWare (which has now become Construction Cloud), and Primavera P6. In our experience all major control software programs work basically the same way and adapting from one software offering to another has a fairly small learning curve. Because the specific software is generally a choice made by the prime contractor, our staff is ready to partner with any user of any program. That said, not all projects require the 'fire power' associated with an expensive, sophisticated control system. Sometimes an intelligently designed filing system that stores basic Word, Excel, PDF, and email documents in the cloud is all a project really needs.

#### **Value Engineering:**

Depending on a project's size, complexity and the owner's requirements, Value Engineering may also be considered. The Value Engineering may consist of a systematic process of review and analysis of the project during the concept and design phases, by a multi-disciplined team of persons not involved in the project, may include recommendations such as:

- To improve the value and quality of the project.
- To provide the needed functions safely, reliably, and at the lowest overall cost.
- To reduce the time to complete the project.
- To combine or eliminate otherwise inefficient use of costly parts of the original proposed design for the project.



**Approach and Strategy for Managing, Negotiating, And Incorporating Changes in Project Scope:**

Our approach and strategy is structured based on minimizing cost and schedule impacts, while evaluating change orders in a timely, fair and equitable manner.

**Coordination with City:**

Key project team members will attend periodic project progress meetings with City staff throughout the project duration. We will maintain and establish and maintain a close working relationship with City staff. We will manage assigned projects, carefully control costs and resources, and complete assigned work on schedule. We will provide progress reports to the City at regular intervals.

**Expediting Projects:**

Transtech understands the importance of being able to expedite tasks, when requested, by the City. Transtech has sufficient staff and resources to expedite projects.

**Contract Administration Approach (Caltrans LAPM):**

For construction contract administration, we follow guidelines described in Caltrans Local Assistance Procedures Manual (LAPM). 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. Organization and content of the project file is one indicator of effective and efficient management of the project by the resident engineer. LAPM has been prepared to aid California local agencies scope, organize, design, construct and maintain their public transportation facilities when they seek Federal Highway Administration (FHWA) funded federal-aid or state funding. This manual describes the processes, procedures, documents, authorizations, approvals and certifications, which are required in order to receive federal-aid and/or state funds for many types of local transportation projects.

**Additional Information regarding Coordination 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 Members, Ali Zaghari, who joined Transtech about 3 years ago, has over 35 years of experience in Transportation Management & Operations at various capacities in the California Department of Transportation (Caltrans). His career path includes a number of key managerial positions in Caltrans leading to his last position as the Deputy District Director.

**Additional Information Regarding DB (Design-Build) Delivery Approach:**

Transtech has extensive experience in managing DB Projects in compliance with CA Public Contract Code, CHAPTER 4. Local Agency Design-Build Projects. (CAPCC, CHAPTER 4. Local Agency Design-Build Projects [22160 - 22169])





## 4. Qualification and Experience of the Firm

### A. QUALIFICATIONS

#### Company Profile:

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

#### Multi-Disciplinary Municipal Engineering Consulting Firm:

Transtech is a **multi-disciplinary municipal engineering consulting** firm. Our service capabilities include:

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

#### Large Pool of Experienced Staff:

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

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 working with Public Agencies in similar assignments**. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. **Several of our staff members are former City Engineers, Public Works Directors**.

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**.

Transtech has a **large pool of well experienced in-house staff readily available** to respond and provide services in a timely, efficient, and cost-effective manner.

#### Experience in Federally Funded Projects and Grants:

We have extensive **experience in the management and administration of federally funded projects**. In the past few years, we managed over 30 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects. We follow guidelines and procedures of Caltrans Local Assistance Procedures Manual (LAPM).



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.

#### Experience in various types of Projects:

**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

## B. REFERENCES

### CITY OF ALHAMBRA

Contact: Lucy Garcia, Assistant City Manager; T: 626-570-3257; E: [lgarcia@cityofalhambra.org](mailto:lgarcia@cityofalhambra.org)  
Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)

### CITY OF COMMERCE

Contact: Vilko Domic, Assistant City Manager; T: 323-722-4805; E: [vilkod@ci.commerce.ca.us](mailto:vilkod@ci.commerce.ca.us)  
Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)

### CITY OF SOUTH EL MONTE

Contact: Rene Salas, City Manager; T: 626-579-6540, Ext. 3040; E: [rsalas@soelmonte.org](mailto:rsalas@soelmonte.org)  
Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)

### CITY OF TEMPLE CITY

Contact: Bryan Cook, City Manager; T: 626-285-2171; E: [bcook@templecity.us](mailto:bcook@templecity.us)  
Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)

### CITY OF WEST COVINA





- For insurability purposes, one of the most important contract terms is to ensure the word "negligent" is evident in the indemnity clause. Absent a negligence trigger for claims, a client or owner could present claims with no allegations of negligence, and the professional liability may have coverage implications. Inserting "negligent" acts, errors, or omissions can help make the entire indemnity subject to an appropriate standard of care.
- Many contracts use phrases such as: "arising out of or in connection with". This can allow the certificate holder to assert claims that vaguely involve our scope of services. By replacing such phrases with "but only to the extent actually caused by", the claimant must establish that the negligence was the proximate cause of the damage, otherwise known as direct causation, would be insurable.
- For insurability purposes, we suggest limiting the obligation to only those parties with whom we have the contract, or who are in direct contractual privity to the project owner.

For insurability purposes, in the event of any dispute between the Parties related to this Agreement or this Project, we recommend that the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute should be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation should be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs."



RFP25.01.C05611

**COMPANY PROFILE & REFERENCES (Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**CITY OF ALHAMBRA**

Contact: Lucy Garcia, Assistant City Manager; T: 626-570-3257; E: [lgarcia@cityofalhambra.org](mailto:lgarcia@cityofalhambra.org)  
Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)

**CITY OF COMMERCE**

Contact: Vilko Domic, Assistant City Manager; T: 323-722-4805; E: [vilkod@ci.commerce.ca.us](mailto:vilkod@ci.commerce.ca.us)  
Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)

**CITY OF SOUTH EL MONTE**

Contact: Rene Salas, City Manager; T: 626-579-6540, Ext. 3040; E: [rsalas@soelmonte.org](mailto:rsalas@soelmonte.org)  
Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)

**CITY OF TEMPLE CITY**

Contact: Bryan Cook, City Manager; T: 626-285-2171; E: [bcook@templecity.us](mailto:bcook@templecity.us)  
Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)

**CITY OF WEST COVINA**

Contact: Paulina Morales, City Manager; T: 626-939-8401; E: [pmorales@westcovina.org](mailto:pmorales@westcovina.org)  
Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)



**EXHIBIT C**  
**FEE SCHEDULE**

Submitted To

**City of COSTA MESA**  
**Public Works Department**

Submitted on PlanetBids



ATTACHMENT 3

**Cost Proposal**

**ON-CALL**

**ENGINEERING STAFF SUPPORT &  
PROGRAM MANAGEMENT**

**SERVICES**



**TRANSTECH**

**Est. 1989**

[www.transtech.org](http://www.transtech.org)

855.595.2495 (toll-free)

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

**Submitted By**  
**TRANSTECH Engineers, Inc.**

Contact Person for this Proposal:

**Ahmad Ansari, PE, Principal**

E: [ahmad.ansari@transtech.org](mailto:ahmad.ansari@transtech.org)

C: 949-702-5612

O: 909-595-8599

July 30, 2024

City of COSTA MESA  
Public Works Department  
Submitted on PlanetBids



## **COST PROPOSAL, ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES**

As required, Cost Proposal is submitted separately.

Attached is Transtech's Fee Rates for all Staff Classifications.

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

Sincerely,

**Ahmad Ansari, PE**  
**Principal Project Manager**  
E: [Ahmad.ansari@transtech.org](mailto:Ahmad.ansari@transtech.org)  
C: 949-702-5612



Following is Transtech's current Fee Rates:

<b>TRANSTECH ENGINEERS, INC.</b> <b>SCHEDULE OF HOURLY RATES</b> <b>Effective: July 1, 2024 - June 30, 2025</b> <b>Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.</b>		
<b>ENGINEERING</b>		
Field Technician	\$88	- \$98
Engineering Technician	\$98	- \$109
Assistant CAD Drafter	\$109	- \$124
Senior CAD Drafter	\$124	- \$140
Associate Designer	\$140	- \$155
Senior Designer	\$155	- \$171
Design Project Manager	\$196	- \$206
Assistant Engineer	\$119	- \$129
Associate / Staff Engineer	\$150	- \$165
Senior Civil Engineer	\$206	- \$227
Traffic Analyst Technician	\$103	- \$114
Associate Traffic Analyst	\$155	- \$165
Senior Traffic Analyst	\$165	- \$176
Professional Transportation Planner	\$176	- \$191
Traffic Engineer Technician	\$98	- \$109
Associate/Staff Traffic Engineer	\$150	- \$165
Traffic Engineer	\$176	- \$191
Senior Traffic Engineer	\$191	- \$212
Project Manager	\$191	- \$212
Senior Project Manager	\$212	- \$227
Deputy City Engineer	\$176	- \$196
City Engineer	\$196	- \$212
Principal Engineer	\$212	- \$233
<b>BUILDING &amp; SAFETY</b>		
Permit Technician	\$78	- \$88
Plan Check Technician/Analyst/Supervisor	\$129	- \$145
Building Inspector	\$119	- \$134
Senior Inspector	\$129	- \$145
Plans Examiner/Checker	\$145	- \$160
Plan Check Engineer	\$155	- \$176
Deputy Building Official	\$165	- \$176
Building Official	\$171	- \$186
<b>CONSTRUCTION MANAGEMENT</b>		
Labor Compliance Analyst	\$150	- \$160
Funds Coordinator	\$155	- \$165
Office Engineer	\$150	- \$160
Construction Inspector	\$145	- \$155
Senior Construction Inspector	\$155	- \$165
Construction Manager	\$176	- \$191
Resident Engineer	\$191	- \$206
<b>PUBLIC WORKS INSPECTION</b>		
Public Works Inspector	\$145	- \$155
Senior Public Works Inspector	\$155	- \$165
Supervising PW Inspector	\$165	- \$176
<b>SURVEY AND MAPPING</b>		
Survey Analyst	\$155	- \$160
Senior Survey Analyst	\$160	- \$165
2-Man Survey Crew	\$357	- \$372
Survey & Mapping Specialist	\$191	- \$207
Licensed Land Surveyor	\$217	- \$227
<b>FUNDING &amp; GRANT WRITING</b>		
Funds Analyst	\$150	- \$155
Senior Funds Analyst	\$155	- \$165
Grant Writer	\$171	- \$176
Funds & Grant Project Manager	\$191	- \$202
<b>PLANNING</b>		
Community Development Technician	\$83	- \$93
Planning Technician	\$93	- \$103
Assistant Planner	\$103	- \$124
Associate Planner	\$124	- \$145
Senior Planner	\$150	- \$171
Planning Manager	\$176	- \$196
<b>ADMINISTRATIVE STAFF</b>		
Administrative/Clerical	\$72	- \$83
Project Accountant	\$83	- \$93

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

