Additional Documents Distributed for the Regular City Council Meeting May 16, 2018

Item No.	Agenda Item Description	Distributor	Document
5	Councilmembers Communications	Robert S. Joe, Councilmember	PowerPoint, Mother's Day Senior Luncheon
5	Councilmember Communications	Michael A. Cacciotti, Councilmember	PowerPoint, Various Photos Demonstration of PD Electric Bicycles
5	Councilmember Communications	Michael A. Cacciotti, Councilmember	Video, SCAG Sustainability Award
PC	Public Comment	Daniel Johnson, Managing Partner, 635 Prospect LLC	Handout, 635 Prospect Main Sewer Line
PC	Public Comment	Shlomo Nitzani, South Pasadena Resident	Handout, Letter to Council
PC	Public Comment	Beverly Biber, South Pasadena Resident	Handout, Operation Cookie
14	Adoption of a Resolution Supporting Assembly Bill 2538 (Rubio) Relating to Municipal Separate Storm Sewer Systems: Financial Capability Analysis: Pilot Project	Rafael Casillas, Acting Public Works Director	Memo to Council
17	Award of Contract to NV5 for Construction Management Services and Inspection Services for the Graves Reservoir Replacement Project in an Amount Not-to-Exceed $705,424	Rafael Casillas, Acting Public Works Director	Memo to Council
18	Authorize the Third Amendment with Arcadis US, Inc., for the Garfield Reservoir Replacement Project Construction Management and Inspection Services in an Amount Not-to-Exceed $55,000 for a Total Not-to-Exceed Contract Amount of $772,325.08		

21	Approval of the Third Amendment to the Lease Agreement with All-Star Baseball School for the Batting Cage Facility to be Extended for a Three-Year Term, Plus Two Optional One-Year Extensions	Sheila Pautsch, Community Services Director	Memo to Council
24	Presentation Regarding Proposed Budget for Fiscal Year 2018-19	Karen Aceves, Principal Management Analyst	PowerPoint, Staff Presentation
24	Presentation Regarding Proposed Budget for Fiscal Year 2018-19	Laurie Wheeler, President/CEO, South Pasadena Chamber of Commerce	Memo to Council
25	Update on Compliance with State 1,2,3-TCP Water Regulations, Including Allocation of Funds for Water Purchase from MWD, and Review of Interim Water Discoloration Measures	Rafael Casillas, Acting Public Works Director	PowerPoint, Staff Presentation
26	Receive and File a Report on the Community Opinion Survey	Lucy Demirjian, Assistant to the City Manager	PowerPoint, Staff Presentation

Friday, May 11, 2018, 11: 45 a.m.

South Pasadena

Senior Center

JOE
Additional Material
AGENDA ITEM # 5
5 /16/18 City Council Mtg.

The South Pasadena Senor Center held its annual luncheon celebrating "mothers".

The event was sponsored by:

Senior Citizens Foundation

of South Pasadena, Inc.

Foundation board members and City Councilmembers served lunch to 130+ guests.

Entertainment was provided by Clarence Ulrich, (formerly with the Drifters)

Councilmembers in attendance:

Diana Mahmud

Michael A. Cacciotti and

Robert S. Joe

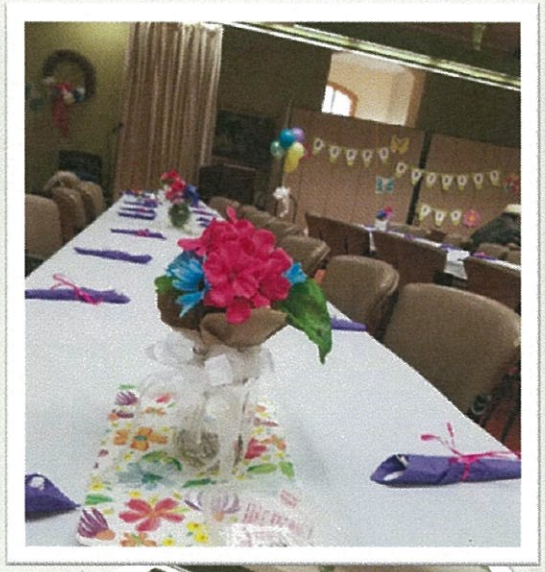
Foundation board members in attendance:

Barbara Sinclair

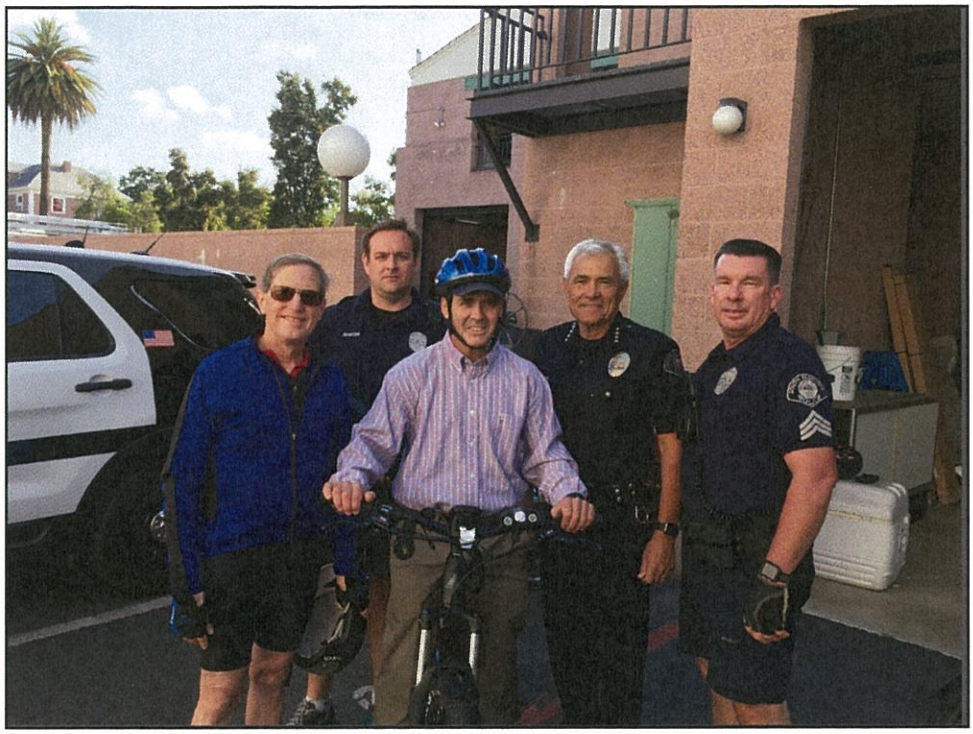
William Cullinane

Richard Helgeson &

Liz Giffen-Glad



CACCIOTTI
Additional Material
AGENDA ITEM # 5
5/16/18 City Council Mtg.



Public Comment
D. Johnson

05/15/18

City of South Pasadena
City Council
1414 Mission St.
South Pasadena, CA 91030

Dear South Pasadena City Council Members,

We would like to appeal the SP Public Works decision of non-responsibility to the main line blockage, damage and repair for the property located at 635 Prospect Avenue on 11/06/17. In most cities, the owner's responsibility is from the main sewage line to the point of connection to the city main sewer line. Our requests for documentation and guidelines from Public works were ignored and or denied.

We now know that the problem was caused by a connection failure on part of the main sewer wye inlet. The problem was caused by the roots from the city trees on the parkway growing into the wye connection at the main sewer line. We have a provided photo of the section of city pipe that failed and caused the blockage to the property sewage line. The picture clearly shows the broken top half of the city connection which cause the blockage.

To remedy the blockage, our plumbing contractor dug up the sewer line in the middle of the street and replaced a section of the main sewer line. After the repair, the city inspector required our contractor to sleeve the pipe from the new section of pipe end of the street. This additional repair was done via the man hole at the end of the block. The pipe that failed was city a city owned utility, so we feel that it should have been the City of South Pasadena's responsibility to repair the problem.

Finally, I'm here tonight to try and settle this matter. My father was an attorney and he always believed in settling things between parties without the use of legal representation. I'm here tonight to ask for the council's assistance in obtaining an amicable equitable agreement between the City of South Pasadena and the partners of 635 Prospect LLC. Given the facts, I truly believe there should be some kind of shared responsibility.

Thank you,

Daniel Johnson
Managing Partner
635 Prospect LLC

Johnson
Additional Material
AGENDA ITEM # PC
5/16/18 City Council Mtg.

CITY OF SOUTH PASADENA
RECEIVED
NOV 03 2017
PUBLIC WORKS DEPT.

CITY OF SOUTH PASADENA
Public Works Department
1414 Mission Street- South Pasadena, CA 91030, (626) 403 7240

PERMIT No. **22158**

Job Address 1635 prospect Ave. Date 11/3/17

Contractor DHK Plumbing & Piping Inc Ph.(#) (626) 574-5665

Address 2105 West San Bernardino rd.

Owner Danny Ph.(#)

Address 1635 Prospect Ave.

		Amount ($)	
50.01	CONCRETE- SIDEWALK/ DWY/PKWY		
50.05	CURB & GUTTER		
50.07	CURB CORING		
50.09	~~PAVEMENT- STREET~~ & ALLEY		
52.01	EXCAVATION		
52.06	SEWER CONNECTION/ INSPECTION	150 —	
52.18	FATS, OILS & GREASE WASTEWATER DISCHARGE		
55.011	SIDEWALK DINING/ INSPECTION		
57.01	ENCROACHMENT		
57.06	ENCROACHMENT- SO. WEST HILLS		
57.07	HOUSE NUMBER CHANGE		
58.01	TREE REMOVAL/ REPLACEMENT		
58.02	TREE TRIMMING		
59.01	HOUSE MOVING- THROUGH CITY		
59.02	HOUSE MOVING- WITHIN CITY		
59.03	OVERSIZE/ OVERLOAD		
59.05	NEWSRACKS ANNUAL PERMIT/ INSPECTION		
59.06	BLOCK PARTY		
215-	5501-012- DEDICATION TREES		
	INSPECTION		
	DEPOSIT		
	OTHERS		

APPROVED BY [signature] / Ake TOTAL 150

DHK Plumbing & Piping

2105 West San Bernardino Road
West Covina, CA 91790
Ph: 562-762-6176 Fx: 626-332-5666

INVOICE
624416

November 14, 2017

Danny Johnson
P.O. Box 777
Monterey Park, CA 91754

Attention: Danny Johnson

Reference: Emergency Sewer Repair @ 635 Prospect Place

Subject: Progress Billing

Dear: Danny

Please find below November progress billing for your approval and processing.

Original Contract Amount	$21,450.00
Change Orders	$ -
TOTAL CONTRACT AMOUNT	$21,450.00
Base Contract Work completed 100%	$21,450.00
Change Order Work completed 0%	$ -
TOTAL COMPLETED TO DATE	$21,450.00
Retention 0%	$ -
Previous Application	**$-3,450.00**
TOTAL AMOUNT OF THIS INVOICE	**$18,000.00**

Sincerely,

Joe Dinkha
DHK Plumbing & Piping, Inc.

DHK Plumbing & Piping, Inc.
2105 West San Bernardino Road
West Covina, CA 91790
Phone: 562-762-6176 Fax: 626-332-5666

December 21, 2017

Danny Johnson
635 Prospect Ave.
South Pasadena, CA 91030

Attn: Danny Johnson

Ref: 635 Prospect Sewer Repair

Dear: Danny

When we arrived on 635 prospect property we performed the normal procedure to scope out the problem of the cause of stoppage. After, doing everything possible we had no choice but open a section of the street to get to the problem.

After exposing the problem we realized the problem wasn't the mainline coming from the 635 Prospect sewer lateral but was the city sewer combination wye fitting that was broken from a large tree intrusion into the city combination fittings. If you have any questions please feel free to contact me.

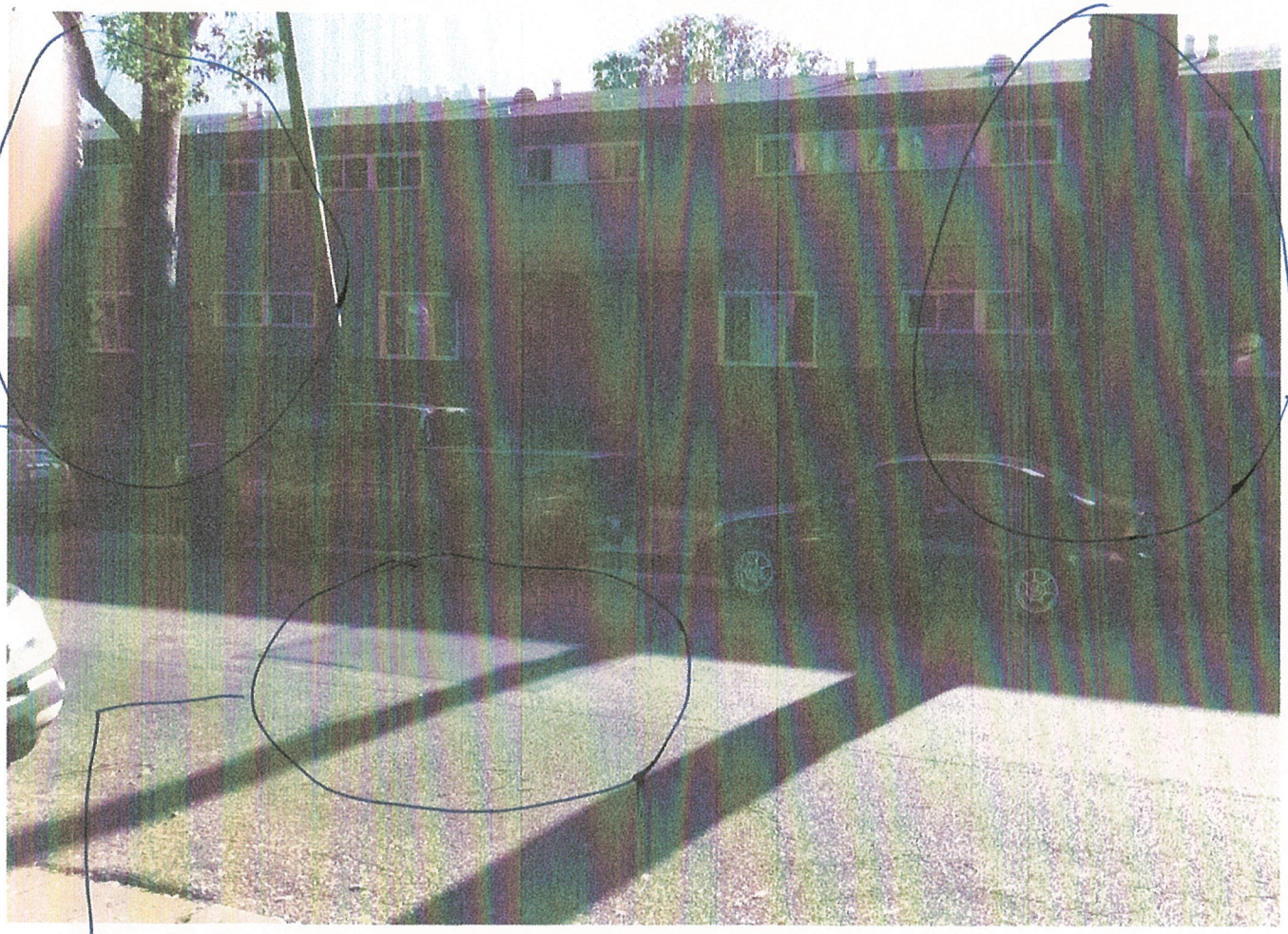
Thank you

Sincerely,

Joe Dinkha
DHK Plumbing & Piping, Inc.

Exhibits:

1. Building with repair location and the parkway trees that were the source of the root problem.
2. Broken wye connection on main line. Broken piece of pipe blocked building sewer drain pipe.
3. Broken pieces of pipe, caused by root invasion.
4. Repaired main line.
5. Roots removed.
6. More roots that broke connection.



REPAIRED WYE CONNECTION ON MAIN LINE

PARKWAY TREES

To: Stephanie DeWolfe ,City Manager

Council men and women

From: Shlomo Nitzani

Ladies and Gentleman,

For quite sometimes over the years I appeared in Council meetings and pointed out the poor state of affairs in relation to our street pavements and sidewalks. In this communication I would like to propose to you to consider a minimal Parcel tax that will help the city to improve the pavements of our streets.

The school board run successfully a campaign to collect a parcel tax since 2010 and I believe that with a right approach to the public, people will reach to their pocket book and support revamping of our streets infrastructure.

Recently, the school board pass the tax with a margin of 4:1. The Board is collecting 2.3 Million annually based on $386 from 6041 eligible parcels. According the rules that were established by the School board, Senior citizens are exempt from the Parcel Tax upon presentation of an official document of residency in that parcel.

My proposal is to adopt the same policy with an additional one more requirement. The money collected from the Parcel Tax will be matched with similar funds from the city annual budget which is allotted in the expenditure budget of 2017-2018.

I feel that a minimum of $20 or $240 per year is an amount that will be palatable to the citizens of South Pasadena. I would like to see this proposition put on the Ballot for the November 2018 elections. I also believe that we can gain from the School board knowledge and experience in their successful campaign as well as many of our dedicated and talented in bringing this proposal into fruition and open a new era for bringing our failing street infrastructure into the 21st century.

Respectfully,

Shlomo Nitzani

NITZANI
Additional Material
AGENDA ITEM # PC
5/18/18 City Council Mtg.

County of Los Angeles
Department of Public Works
www.dpw.lacounty.gov

PUBLIC WORKS

DANIEL J. LAFFERTY
Assistant Deputy Director
Watershed Management Division

900 South Fremont Avenue
Alhambra, CA 91803-1331
Mailing Address:
P.O. Box 1460
Alhambra, CA 91802-1460

OFFICE: (626) 458-4300
MOBILE: (626) 476-0372
dlaff@dpw.lacounty.gov

HISTORY OF OPERATION COOKIE

"Operation Cookie" originally began in WWII. Over the years, members spent countless hours baking cookies in the Clubhouse's large commercial kitchen. The program continued during war efforts over the next few decades, including the Gulf War and again in Bosnia, Croatia and Kosovo. "Operation Cookie" no longer ships cookies to war zones, but now provides cookies to hospitalized and homeless veterans.

Each year, the Wednesday before Memorial Day, donors deliver thousands of cookies of all sizes and flavors to the Clubhouse where Club members and community volunteers repackage them into decorative containers with a colorful salute to veterans. The cookies are then delivered to the Long Beach, Sepulveda-North Hills, and Loma Linda VA health care facilities (Spinal Cord injury, General and Post surgery, Nursing and Convalescent care, and PTSD facilities; Hospice Care unit and Senior Day Care Centers); and to homeless veterans served by the Cabrillo Center in Long Beach and by the VA Clinic in downtown Los Angeles.

Thanks to the overwhelming generosity of donors, "Operation Cookie" has expanded to include the Wounded Warriors Battalion at Camp Pendleton; to the Jimmy Miller Foundation who provides veterans from West Los Angeles to San Diego with Ocean Therapy sessions and an opportunity to learn to surf in a supportive environment; Military Women in Need; and to family outreach organization at Camp Pendleton who provides support to troops and their families.

Cookies are also distributed to veterans attending Memorial events in various communities throughout the greater Los Angeles area including the South Pasadena War Memorial Building, the Vietnam Veterans Memorial in Pasadena, and Pasadena City College Veterans Club, and other veterans organizations.

The continued support of donors will ensure more cookies for more veterans served by Operation Cookie in future years

The Woman's Club of South Pasadena, a 501 (c) (3) organization founded in 1899
Celebrating 119 years of service and philanthropy
Member of the General Federation of Women's Clubs (GFWC)
Learn more: email spwc1899@aol.com; or at: http://www:thewcsp.org

BIBER
Additional Material
AGENDA ITEM # PC
5/18/18 City Council Mtg.

We need Cookies for Hospitalized, Homeless & Special Needs veterans!

Bake or buy a minimum of 2 dozen cookies and deliver to the South Pasadena Woman's Club, 1424 Fremont Avenue, on May 23rd - 7am to 12 noon. Or the evening before (4pm-7pm) They will be packed in decorative containers and delivered to Veteran's Hospitals & Homeless Centers, Wounded Warriors Battalion at Camp Pendleton, Military Women in need & other groups Your donation of cookies to the Woman's Club will help make this another successful & sweet year for hospitalized veterans. For info: call or text 213-300-9305

"OPERATION COOKIE"

A service project of the Woman's Club of South Pasadena - founded in 1899 - member of GFWC

Dear Friends,

"Operation Cookie" for hospitalized, homeless, and special needs veterans is almost here! The veterans really enjoy home-made cookies, and we hope you already have your best cookie recipe planned. Donations of local bakery and pre-packaged cookies are also welcome, and we always need sugar free cookies.

"Operation Cookie" delivers decorative containers of cookies to Veteran's Hospitals, the Wounded Warriors Battalion at Camp Pendleton, Military Women in Need, and to other groups serving special needs veterans. We remember our homeless veterans as well. Your support is more important than ever for the increasing number of veterans who we will remember with your cookies.

You may deliver your cookies (minimum of two dozen) to the Clubhouse at 1424 Fremont Avenue between the hours of 7:00 am and 11:30 am, Wednesday, May 23rd. Alternate drop off time is the evening before (4pm–7 pm). Convenient curbside service is available both days. We also hope you will be able to volunteer some time with us helping on the cookie "assembly line," or packing the cookie boxes in cartons, or helping transport cookies to the various hospital and veterans groups. Financial support is also welcome. For information or to volunteer: call or text 213-300-9305 / Email: spwc1899@aol.com.

Thank you in advance from the "Operation Cookie" Committee 2018
Sheila, Beverly, Sally, Katie, Brandy, Betty, Raquel, Suzanne, Janet, Bee, Lisa, Warren, Bruce

City of South Pasadena

Public Works Department

Memo

Date: May 16, 2018

To: The Honorable City Council

Via: Stephanie DeWolfe, City Manager

From: Rafael O. Casillas, P.E., Acting Director of Public Works ROC

Re: May 16, 2018 City Council Meeting Item No.14 Additional Document – Adoption of a Resolution Supporting Assembly Bill 2538 (Rubio) Relating to Municipal Separate Storm Sewer Systems: Financial Capability Analysis: Pilot Project

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Attached is the updated Draft Resolution supporting Assembly Bill 2538 (AB 2538, Rubio) relating to Municipal Separate Storm Sewer Systems: Financial Capability Analysis: Pilot Project. The amendment made is to paragraph six, which now includes the date of July 21, 2019, as the established Financial Capability Assessment guidelines for stormwater permittees. Attached for reference is the redlined version of the Draft Resolution.

Attachment: Draft Resolution – Redlined Version

Additional Material
AGENDA ITEM # 14
5/16/18 City Council Mtg.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, SUPPORTING ASSEMBLY BILL 2538 (RUBIO) RELATING TO MUNICIPAL SEPARATE STORM SEWER SYSTEMS: FINANCIAL CAPABILITY ANALYSIS: PILOT PROJECT

WHEREAS, local governments are required to meet regulatory standards for drinking water, wastewater, and stormwater, and the totality of expense in meeting these requirements can create a financial burden on municipalities and often competes for general fund resources creating difficult tradeoffs; and

WHEREAS, local taxing restrictions and economic realities often preclude passing compliance costs on to ratepayers and in some cases, the regulatory costs associated with water become a financial burden on residents as well; and

WHEREAS, in recognition of this problem, the Environmental Protection Agency (EPA) created the Financial Capability Assessment (FCA), a framework for assessing a community's ability to finance water-related capital infrastructure and the ability of individual utility customers to pay for water services without undue hardship; and

WHEREAS, the Clean Water Act allows the EPA to grant oversight of compliance to states and California is one of many states that have created their own monitoring agencies; in this case the State Water Resources Control Board and the nine regional water boards; and

WHEREAS, because of this, the EPA's FCA framework does not apply to California and AB 2538 attempts to close this gap by creating an FCA program for the state; and

WHEREAS, AB 2538 would require the state board, by ~~an unspecified date,~~ July 21, 2019, to establish FCA guidelines for stormwater permittees and require the Los Angeles Regional Water Quality Control Board to use the guidelines in a pilot project conducted to assess if FCA can be effectively used to help municipalities to implement municipal separate storm sewer system permits (MS4); and

WHEREAS, AB 2538 would require the state board to oversee the use of the guidelines and, upon the completion of the pilot project, to make statewide recommendations or site-specific recommendations based on feasibility and the need to address the most prominent pollutants.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 16th day of May, 2018.

Richard D. Schneider, M.D., Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16th day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

City of South Pasadena
Public Works Department

Memo

Date: May 16, 2018

To: The Honorable City Council

Via: Stephanie DeWolfe, City Manager

From: Rafael O. Casillas, P.E., Acting Director of Public Works

Re: May 16, 2018, City Council Meeting Item No. 17 and 18
Additional Documents

Attached is additional information to provide clarification on the following agenda items:

Agenda Item 17 – Additional language is added to the Professional Services Agreement with NV5, see attached page 21 of 37."

Agenda Item 18 – Additional language is added to the Arcadis Contract Amendment, see attached.

Additional Material
AGENDA ITEM # 17 & 18
5/16/18 City Council Mtg.

Agenda Item 17 - Attachment

C#_____

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of South Pasadena / *NV5*)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and NV5 ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant for the construction management and inspection services for Graves Reservoir Replacement Project.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.

3.2. "Scope of Services": Such professional services as are set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.

3.3. "Agreement Administrator": The Agreement Administrator for this project is Rafael Casillas, Acting Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Seven Hundred Five Thousand Four Hundred Twenty Four Dollars ($705,424.00).

3.6. "Commencement Date": May 16, 2018.

3.7. "Termination Date": January 31, 2020.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

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

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

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

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

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

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

5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Luanne Bean shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

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

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the

City, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

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

11. INDEMNIFICATION

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

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

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

11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated

that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Graves Reservoir Replacement Project
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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

• Professional Liability Insurance:	$2,000,000 per occurrence, $4,000,000 aggregate
• General Liability:	
• General Aggregate:	$4,000,000
• Products Comp/Op Aggregate	$4,000,000
• Personal & Advertising Injury	$2,000,000
• Each Occurrence	$2,000,000
• Fire Damage (any one fire)	$ 100,000
• Medical Expense (any 1 person)	$ 10,000
• Workers' Compensation:	
• Workers' Compensation	Statutory Limits
• EL Each Accident	$1,000,000
• EL Disease - Policy Limit	$1,000,000
• EL Disease - Each Employee	$1,000,000
• Automobile Liability	
• Any vehicle, combined single limit	$1,000,000

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

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

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

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

12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the

required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Rafael Casillas, 1414 Mission Street, South Pasadena, CA 91030.

12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

Rafael Casillas
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

With courtesy copy to:

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

If to Consultant

Amy Amirani
36 Technology Dr., Suite 200
Irvine, CA. 92618
Telephone: 949-413-3030
Email: Amy.Amirani@nv5.com

15. SURVIVING COVENANTS

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

16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

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

17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

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

simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City" City of South Pasadena	"Consultant" NV5
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Evelyn G. Zneimer, City Clerk

Date:_____

Approved as to form:

By:_____
Teresa L. Highsmith, City Attorney

Date:_____

Exhibit A
Scope of Services

Project Description:
The Project includes: demolition of the existing reservoir and appurtenances, demolition of the existing pump station, demolition of select buried pipelines, demolition of miscellaneous site work and underground electrical work; installation of excavation support/ shoring systems to facilitate construction of new facilities; site excavation and over-excavation; subgrade preparation; construction of 1.2 million gallon partially buried cast in place concrete reservoirs and all appurtenances; construction of pipelines, construction of pump station structure complete in place in accordance with the contract drawings; water distribution facility to connect to an existing water distribution line; drain/overflow junction structure complete; construction of miscellaneous site structures complete in place in accordance with the contract drawings including but not limited to electrical transformer pad; on site perimeter drain systems; together with associated waterproofing systems, site work, grading, paving, fencing, electrical work, instrumentation, painting, and demolition. Project earthwork is unbalanced and requires disposal of unsuitable material and important of suitable material for engineered fill. The site and existing structure contains asbestos and hazardous materials which is shown on the hazardous report prepared by MWH Global (now Stantec) and requires the removal and disposal of said hazardous materials.

The project is anticipated to have construction duration of 18 months. It is anticipated that the construction management and inspection services will require approximately 8 hours a day of the Consultant's time. As part of the team, the consultant shall include the as needed specialty inspection such as the welding, material testing/ compaction and inspection, hazardous/ asbestos/ lead paint material removal inspection, site biological and environmental mitigation inspection as necessary.

1. Project Familiarity
Consultant shall visit and acquire familiarity with the Project site located at 2225 El Molino Avenue, San Marino, California 91108 and construction areas. Consultant shall review project scope, plans and specifications, and become familiar with the following:

- Construction drawings showing details of the proposed method of construction prepared by MWH Global (now Stantec);
- Phasing, scheduling and sequencing of operations to be performed during construction;
- Methods of pedestrian and vehicular traffic control in the project vicinity;
- Required project signage and notifications to the public;
- Methods of resolving conflicts in the plans and specifications, response to requests for information (RFI) and change orders (CO), and provide directive to the City;
- Methods of establishing and maintaining a positive working relationship with the Contractor;
- Conduct weekly progress meeting and provide minute of the meeting; and
- Review of plans and specification and provide constructability review.

Below are some of the Project's key issues during construction:

- Overall Quality Control and Contractor's Compliance to the Plans and Specifications;
- Construction of Cast-In-Place Hydraulic Structures to be Watertight;
- Compliance with Funding Sources Requirements for state revolving fund (SRF), State Water Resources Control Board (SWRCB), and Environmental Protection Agency (EPA) including Federal Prevailing Wage, State Davis Bacon, and 7% Disadvantaged Business Enterprise (DBE) participation;
- Traffic Management and Control;
- Compliance with Federal, State and Local Agency Law Regulations;
- Lead and Asbestos Abatement;
- Working in the City of San Marino and Maintaining a Good Neighbor Approach;
- California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Monitoring and Mitigation Report Program;
- Coordination with City's Project Manager and Operations Staff;
- Commissioning, Tie-In, Startup and Testing, Supervisory Control and Data Acquisition (SCADA) Interfaces;
- Operations and Maintenance (O&M) Manuals and Operator Training; and
- Permit Compliance including final Permission to Operate

2. Preconstruction Meeting

Consultant shall conduct a preconstruction meeting with the construction Contractor, the City of South Pasadena, City of San Marino, affected utility companies, and other critical Project stakeholders. Specific items needed during pre-construction will be the Contractor's baseline schedule and milestones, schedule of values and pay application requirements, and general communications amongst other priority topics. Develop detailed meeting minutes and promptly distribute to all in attendance.

3. Construction Management

The Consultant shall provide contract administration as an agent of the City, and shall establish and implement coordination and communication procedures among the Engineer, City and Contractor. The Consultant shall establish and implement procedures for reviewing and processing requests for information and interpretations of the contract documents, review and approve shop drawings, samples and submittals, change order proposals, payment applications, performs employee interviews to comply with Davis Bacon Acts and other construction related communications. The Consultant shall track and monitor the review of product and material submittals to determine compliance with construction plans and specifications including the project schedule

The Consultant shall record the progress of the project and maintain current records of all necessary contracts, insurance certificates, construction documents, permits, specifications and codes, project photographs, as-built drawings, samples and submittals, operation and

maintenance manuals, material tickets, test results and other construction related documents. At the completion of the project, the Consultant shall deliver all documents and records to the City.

The Consultant shall have design capabilities in all related fields and provide design services for field redesigns subject to the availability of the engineer, and perform other tasks as directed by the City. The Consultant shall pro-actively advise the City on Project issues, provide regular communication with City staff and coordinate with City operations staff and provide any shutdown notifications;

Consultant shall perform all labor compliance services included but not limited to Davis Bacon Act, Certified Payroll, and employee interview for funding documentation. The Consultant shall coordinate and provide the City with labor compliance documentation from the Contractor regarding the Federal and State prevailing wage including the Contractor's and Sub-contractor's employee interviews. Additionally, the Consultant shall provide documentation from the Contractor regarding their compliance to the required 7% DBE participation, 40 CFR Part 33. Other requirements to protect the financial interest of the City include compliance with the following provisions:

- 44 CFR 13.36(i) Buy America Provision for USEPA on iron and steel products;
- Trafficking Victims Protection Act of 2000;
- Debarment and Suspension 2 CFR Part 180, 2 CFR Part 1532;
- Anti-Lobbying Provisions 40 CFR Part 34 and Anti Litigation Provisions 2 CFR 220, 225, or 230; and
- Davis-Bacon and 29 CFR 1.6(f) for all entities including CM, Engineer, and Contractor/ subcontractors.

At the pre-construction meeting, the Consultant shall provide a checklist of laws and regulations that need to be followed to comply with State and Federal regulations, as well as forms required for labor compliance. The work classification with the California prevailing wage determination and/or Davis-Bacon Requirements including benefits shall be reviewed on a monthly basis. In addition, site visits and interview selected workers, one worker per craft on site upon coordination with the Construction Manager shall be conducted monthly. Apprenticeship requirements and review and collection of DAS-140 and DAS-142, and CAC forms will also be carried out. Should any inconsistencies be discovered, the Consultant shall work with the Contractor or subcontractor to resolve and correct these inconsistencies. A log of the findings will be distributed on a monthly basis and kept for the project files. Once the project is completed, a report shall be sent to the Contractor and sub-contractors who may still have outstanding items. The Consultant shall attend any compliance or audit meeting with the local, state, or federal agencies relating to labor compliance on this project.

Contractor shall perform accurate submittal review and RFI response in a timely fashion in accordance with the requirements of the plans and specifications. The Consultant shall maintain a log of the submittals and RFIs that shall be discussed and distributed at the regular construction meetings. The Consultant shall utilize a document control system to facilitate tracking, logging, and facilitating timely response for submittals, RFI, NOCC, PCO, CO, schedule, pay request.

4. Inspection

The Consultant shall provide a full-time Inspector and as needed specialty inspector for asbestos, lead paint removal to ensure compliance with the construction contract, during all phases of the Project. The Consultant also needs to engage with other sub consultant for the material testing such as soil compaction, concrete strength testing. The Inspector shall have adequate experience performing construction management and inspection on projects of similar magnitude and scope. Below is a summary of the inspection services required during the Project:

- LEAD AND ASBESTOS ABATEMENT: A portion of the Project provides for the demolition of lead and asbestos-containing materials. With a total of 62 XRF measurements, the facility did test positive for LBP's in accordance with Title 17 of the CCR Sec 35001 according to Group Delta's report dated November 4, 2015, at most of the painted surfaces. Twenty-six samples for asbestos containing materials (ACMs) additionally tested positive for asbestos in the roof mastic, the bolt and edge sealant at the well pit access door, the textured ceiling coating in the control room, and the bottom and side interior surfaces of the reservoir that had mastic crack patch. Therefore, the facility has known quantities of lead and asbestos. The Consultant shall be specifically trained in the safe handling of lead and asbestos products. The Consultant shall verify that the General Contractor, or alternatively, of their selected subcontractor who is directly performing the work has the correct licenses, is enrolled in a medical monitoring program by their employer, ensure use of a decontamination trailer when exposure to lead or asbestos products as required, ensure the Contractor properly manifests the waste when these threshold limits are kicked off, verify that certified DOT haulers are utilized, and the disposal site is permitted and ready to accept the waste. The Consultant shall ensure the Contractor follows the necessary regulations including OSHA such as 29CFR 1926.1101, 40 CFR Part 763 and 8 CCR 1529, for asbestos and 29 CFR 1926.62 and 8 CCR 1532.1 for lead. In addition, the Consultant shall ensure Contractor's compliance with the required CDPH, Senate Bill 460, DTSC, CCR, and OSHA regulations including the notification to SCAQMD 10 days in advance of abatement activities that involve the removal of identified friable and non-friable ACMs or regulated ACMs;
- UNDERGROUND UTILITY LOCATION: Consultant shall verify that the Contractor coordinates with USA for the City and County utilities including coordination with the Southern California Edison, Southern California Gas, the City of San Marino, and La County Flood Control and others;
- HYDRAULIC STRUCTURES INSPECTIONS: Consultant shall perform inspection of the hydraulic structures to ensure that the hydraulic structure passes its required leak test;
- DISINFECTION AND DPH COORDINATION: Consultant shall coordinate with the Contractor in developing a Testing Plan for the hydrostatic testing and disinfection of the system to present this information to the Department of Public Health (DPH);
- PRE-DEMONSTRATION PERIOD: Consultant shall coordinate with the City Operations Staff and oversee the Contractor's pre-demonstration period once construction of the main mechanical, electrical and instrumentation equipment, telemetry, PLC's, HMI's, and SCADA components are complete. The Consultant shall create a punchlist for the Contractor to resolve any issues;

- DEMONSTRATION PERIOD: The Demonstration Period will directly follow Pre-Demonstration Period, during which the Contractor initiates process flow through the facility and starts up and operates the facility through the newly installed HMI and Wonderware. The demonstration period is required to prove the functional integrity of the mechanical and electrical equipment and components and the control interfaces of the respective equipment and components comprising the facility without downtime as evidence of Substantial Completion.
- SYSTEMS AND SCADA INTEGRATION: The Consultant shall ensure the system is functioning properly as installed by the Contractor and ready for the Contractor's final programing of the control loop and PLC's. The Consultant shall assist the Contractor and the City with the required coordination with the City's system integrator. Verification includes checking for example hardwired interlocks, motor faults, power faults, or system faults, along with the expected proper programing per the Contractors Test Plan. In the field, activation of an interlock will need to be operator reset per the P&ID drawings. A complete outline of the expected performance of the SCADA, PLC, and HMI is covered in the plans and specifications that the Consultant shall coordinate clearly between the Contractor and the City for commissioning, substantial completion, and final acceptance.
- TIE-INS, COMMISSIONING, AND DPH APPROVAL: Pre-tie-in meetings will be held to coordinate the roles, responsibilities and timings of each of the tie- ins. The Consultant will ensure all items of connection as required for the connections are completed, and hydrostatic and bacteriological testing, complete with the proper Bac-T and HAA testing, have been performed. A major portion of compliance testing includes the proper documentation for Department of Public Health (DPH) to show compliance with the health and safety protocols allowing the City to place Graves Reservoir and on-site treatment facility online. Fully planned tie-ins and testing coordination with City's project manager, City operations, and the Contractor shall be overseen by the Consultant.

The Consultant shall provide inspection services for the duration of the project to complete all work on time as specified in the contract documents. Consultant shall coordinate and monitor contractor's operations with the utility companies, neighboring residents and other affected parties. The Consultant shall keep accurate, detailed daily inspection logs, which shall include progress of the work, labor and equipment utilized, problems encountered and direction given to the Contractor, including but not limited to, notation of important conversations, and photographs of construction progress. The Consultant shall prepare monthly construction reports or more frequently as required by the City that will include progress of work, major tasks accomplished, budget status, schedule overview, summary of change orders, logs of submittals and RFIs, and project photographs. The consultant shall provide software/ method of filing and tracking mechanism for log of submittals, RFI, NOCC, PCO, CO, schedule, pay request etc. and provide sample of previous project file such as daily report, RFI response, CO etc.

5. Construction Progress Meetings

The Consultant shall conduct weekly construction progress meetings on as-needed basis with the Contractor, City, and other project participants. Running agendas shall be prepared and distributed in advance by the Consultant. The Consultant shall record, transcribe and distribute meeting minutes in a timely manner to all parties.

6. Public Relations

The Consultant shall coordinate distribution of imminent construction notices by the Contractor to all neighboring residents. The Consultant shall respond to all citizen concerns and complaints in an expeditious manner. The Consultant shall maintain a log of all such citizen concerns and complaints and present the log monthly to the City. The Consultant shall ensure that the Contractor is complying with all work-hour restrictions, noise regulations, and security. The Consultant shall establish a 24-hour toll-free project hotline to be monitored. Other key elements of the public outreach program include: verbal and written notifications, informational flyers about the project, advanced written notices about upcoming work, and follow up with verbal communication to ease public concerns to enable residents and business to prepare for any anticipated impacts.

7. Change Order Preparation, Negotiation and Processing

The Consultant shall establish, implement and coordinate systems for processing all contract change orders, prepare an independent cost estimate for all contract change orders, and negotiate all change orders with the Contractor. The Consultant shall review the content of requests for changes to the contract time or price, assemble information concerning the request and endeavor to determine the cause and merit of the requests, the impact on the budget, schedule and project scope, and make recommendations to the City with respect to acceptance of the request and advise the City regarding the ramifications of the request. The Consultant shall render written decisions and shall prepare the change order document on standard City format for execution. All changes to the agreement between the City and Contractor shall be only by change orders executed by the City and Contractor.

8. Quality Review

The Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to guard the City against defects and deficiency in the work of the Contractor. The Consultant shall reject work and transmit to the City and Contractor a notice of noncompliance when it is the opinion of the Consultant that the work does not conform to the requirements of the contract documents.

The Consultant may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or contract time and which are consistent with the overall intent of the contract documents. Except for such minor variations as stated herein, the Consultant is not authorized as a part of their services to change, revoke, alter, enlarge, relax or release any requirements of the contract documents or to approve or accept any portion of the work not performed in accordance with the contract documents. Any minor variations authorized by the Consultant shall be duly recorded in written logs, and included in the record drawings prepared by the Consultant.

To ensure compliance with the Project plans and specifications, the Consultant shall implement a comprehensive quality assurance and quality control (QA/ QC) program involving the following:

- Before the start of construction, the Consultant shall discuss with the Contractor the definable features of work to ensure that documentation is complete, materials are on hand and materials to be ordered and delivered, and those who are to perform the work understand the scope in its entirety. Checking plans and specifications against requirements that have been associated with issues that occurred on similar jobs;
- Anticipating the Contractor's operations by reviewing the plans and specifications for each one before the construction operation begins through thorough communication and the Contractor's three-week look ahead schedules;
- Keeping a marked-up set of plans and specifications for quick reference with respect to RFI's and approved changes or field directives;
- Comparing existing elevations, grades and details, workmanship requirements, quality assurance and quality control requirements, as well as other elements shown on plans with those at the actual site;
- Reporting all errors, omissions and deficiencies to the Contractor for immediate correction and to the City and design engineer for their information and input as required. Unsatisfactory workmanship, materials and construction deficiencies will be documented and reported for future identification and traceability. Notices of non-compliance will be issued to the contractor. Corrective and preventive action will be taken to ensure compliance with the contract documents;
- The Consultants inspector shall perform follow-up inspections on a daily basis for the purpose of ensuring that the controls established during the initial inspection continue to provide work that conforms to the contract requirements and all applicable standards;
- Conduct a monthly review of the as-built drawings and ensure that all items are considered in the changes of the record drawings, including: the size, type and location of existing and new utility lines, the layout and schematic drawings of electrical circuits and piping, verification of alignment and cross sections, changes in the location of equipment, etc.; and
- Review and approve the as-built drawings to complete the Project close out for turnover and to begin the warranty period.

Consultant shall perform construction cost control and reporting including (1) internal cost control of the Consultant's contract; and (2) cost control with the construction Contractor's contract. For internal cost control, the Consultant shall monitor their costs and track expenditures and burn rates. External control methods include scope change control, schedule control, and quality control to ensure that the City receives full value for all funds earmarked for the project. Key elements of the cost control program include: establishment and maintenance of a project budget; sufficient evaluation of owner-requested or contractor-generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log. The Consultant shall provide a monthly status report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, potential out-of-scope items, and a summary of issues and concerns pending resolution.

Consultant shall control deficient and nonconforming items by requiring any work, which is believed to be deficient and has not been brought into compliance with the contract

requirements, procurement requirements, and referenced quality standards, shall be identified and corrected. The Consultant shall keep the City informed throughout the entire process. Regardless of the cause of the deficient work, the Consultant shall create a "Deficiency Report" form and maintain a "Deficiency Log." After generating the Deficiency Report, the inspector shall upload the report to the document management system and send it to the Contractor performing the work and inform the City. The Consultant shall seek correction of the deficiency through direct communication with the Contractor's superintendent and when the deficient work is corrected per contract specifications and codes, the appropriate documentation will be provided on the Deficiency Report and the report will be closed.

9. Progress Payments

The Consultant shall review the payment applications submitted by the Contractor and determine whether the amount requested reflects the actual progress of the Contractor's work and the schedule of value. The Consultant shall verify all quantities of work with the Contractor and shall make appropriate adjustments to each payment application and shall forward to the City the progress payment report along with the recommendation. The report shall state the total contract price, payments to date, current payment requested, retention and actual amounts owed for the current period in a City approved format.

10. Record Drawings and Documents

The Consultant shall coordinate efforts between the Contractor and the City such that a reproducible set of drawings is maintained, on which all design changes and field adjustments are made in ink by the Contractor to reflect construction conditions recorded and observed. The Consultant shall review drawings for completeness and discuss them with the City. The Consultant shall maintain a set of the contract documents with up-to-date information regarding all addendum, substitutions, clarifications and corrections, and change orders.

Consultant shall provide complete photographic documentation of all existing structures prior to the start of construction, including curbs, gutters, trees/roots, and residential hardscapes. In addition, special attention to daily items shall be paid in order to photographically document disputed work items, duplicated work, or defective work that has to be replaced or removed, completed work, extra work, permit requirements, and environmental issues including implementation of BMPs. Digital photographic documentation will be provided to the City on a monthly basis, or more often if needed, for City Council meetings or public events.

11. Construction Schedule

The Consultant shall review and monitor the Contractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the project. The Consultant shall monitor the schedule on a weekly basis for accuracy and consult with Contractor to ensure compliance with the established milestones and accomplishments. The Consultant shall coordinate, review and make recommendations for changes to the Critical Path Method (CPM) schedule generated by the Contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the Project schedule and cost estimates will be updated.

12. Testing Services

The Consultant shall, as part of the consultant team, to include a sub-consultant for material testing, coordinate and monitor all testing services provided by the Sub-Consultant's testing laboratory to perform field and laboratory testing during construction, including review of test results. The Consultant shall maintain a log of all test reports, including the type of testing performed, location, result and action taken. The Consultant shall coordinate with the Contractor to perform retesting on any failing tests.

The Consultant shall perform air sampling during lead and asbestos abatement. The Consultant shall monitor that the abatement contractor conducts personnel air monitoring in accordance with Environmental Protection Agency (EPA) and Occupational Safety Health Administration (OSHA) requirements. The Consultant shall document, monitor and evaluate the abatement contractor's work practices to ensure compliance with EPA, OSHA, and state and local regulations and guidelines. The Consultant shall maintain daily abatement observation, work activity, and personnel logs.

The Consultant shall perform Geotechnical, Materials Testing and Special Inspections including:

- Earthwork observation and in-place density testing providing verification and inspection during reservoir over-excavation and foundation call for bottom, grading of pump station, and utility trenches;
- Electrical transformer pads, excavation and placement of compacted backfill underneath the reservoir, behind walls of the partially buried reservoir and pumping station; and backfill of utility trenches;
- In-place density test are performed in accordance with ASTM D 1556, and checked with the Nuclear method according to ASTM D6822;
- Concrete Special Inspection and Materials testing will be performed for reinforcing steel, inserts, air entrainment, slump, compressive strength, and shrinkage in accordance with the Specifications and ASTM C143, C173, C39, C31, and C172;
- Structural steel welding special inspection will be performed in accordance with AWS D1.1; and
- Masonry Block Wall Special Inspection includes high strength bolted joints in accordance with AISC 348 and CBC 1704.3.3. The details of these services are as follows:

Consultant shall perform earthwork observation and in-place density testing, verification and inspection during grading of pump station and electrical transformer pads, excavation and placement of compacted backfill behind walls of below grade structure; and backfill of utility trenches. The scope of work will include the following:

- Review of soil reports, project plans and specification;
- Inspect bottom of excavation;
- Perform in-place density tests according to ASTM D1556 (sand cone method). Soils density tests will also be performed by Nuclear method according to ASTM D6822;

- Provide fill placement inspection and testing during construction, on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill, fill placement on building pads, backfill placement in trenches, roadways, parking areas, walkways and sub-grade;
- Review and provide laboratory testing on soil, backfill materials, aggregate base;
- Prepare reports summarizing all observations and test results

Consultant shall perform the following tasks related to concrete inspection and testing:

- Review concrete mix design provided by the supplier for compliance with the project specifications;
- Test slump of concrete using slump cone in accordance with ASTM C 143;
- Perform slump test at the at the beginning of each placement, as often as necessary to keep slump within the specified range, and when requested to do so by the engineer
- Test percent of entrained air in concrete in accordance with ASTM C 173. Test at beginning of each placement and as often as necessary to keep entrained air within specified range, and when requested to do so by engineer;
- Make 6-inch diameter and 12-inch tall concrete cylinders for every pour;
- Cure concrete cylinder in the laboratory in accordance with ASTM C 39;
- Test cylinders at 7 and 28 days in accordance with ASTM C 31, ASTM C 39 and ASTM C 172; and
- Strength will be based on average of the strengths of two cylinder specimens made from the same sample of concrete and tested at 28 days.

Consultant shall perform the following structural steel welding special inspections and testing:

- Pre-qualify all welder before work commences on all welds types; and
- Inspect welding in accordance with AWS D1.1

Consultant shall perform the following masonry block wall inspections and testing:

- Inspect and test high strength bolted joints in accordance with AISC 348 and CBC Section 1704.3.3; and
- Sample and test bolt assemblies that include direct tension indicators, on a daily basis to verify proper indication of deformation with required bolt tension for each size lot.

13. Safety Program

The Consultant shall review the Contractor's safety program to ensure compliance with all OSHA, local, state and federal requirements. The Consultant shall not be responsible for the Contractor's implementation of the safety program, or for monitoring compliance to such safety program. The Consultant shall notify the Contractor of safety programs and shall direct the Contractor to suspend work if imminent hazard is not immediately remedied or if a dangerous condition persists.

The Consultant shall investigate all accidents and gather all information relating to any accidents and conduct investigations if deemed necessary. The Consultant shall prepare accident reports.

14. Stormwater Pollution Prevention Plan

The Consultant shall review, monitor, and ensure the contractor's environmental compliance with NPDES/Best Management Practices (BMPs) to prevent Storm Water Pollution from construction related activities and verify the contractor's compliance with all local, State and Federal requirements.

15. Traffic and Pedestrian Control; Public Safety

The Consultant shall review and monitor all traffic control and public safety plans for compliance with all applicable safety laws and regulations. The Consultant shall review all staging area, detours, lane closures, and temporary access, delineation, and traffic control plans and report any deficiencies to the Contractor for immediate correction. The Consultant shall ensure that Police, Fire, Sanitation, Parks, and any other affected City agencies are notified of any potential construction impacts.

16. Environmental

The Consultant shall ensure that all mitigation measures described in the Initial Study and Mitigated Negative Declaration adopted by the City on January 18, 2017 for the Project are maintained and documented throughout the construction period. This includes responsibility for enforcing the Mitigation Monitoring and Reporting Program for the Project. Biological Mitigation includes but not limited to pre-construction monitoring, preparing Nesting Bird Management Plan, Implementing the Nesting Bird Management Plan, and attending any required Project meetings

17. Project Close-out

The Consultant shall advise the City in determining when the project is substantially complete. The consultant shall coordinate a final walk through with the City, Contractor, engineer, and other project personnel and develop a punch list of incomplete or deficient work which does not conform to the contract documents.

The Consultant shall make recommendations to the City regarding final project approval and acceptance, and shall submit to the City a Notice of Completion signed by the Contractor. The Consultant shall make recommendations to the City regarding the final progress payment request. The Consultant shall assist the City during the project warranty period if corrective work is required. The Consultant shall prepare all documentation needed for project close-out and deliver all project documentation to the City.

Exhibit B
Approved Fee Schedule

FEE PROPOSAL SUMMARY BY TASK:

TASK		
Task No.	TASK DESCRIPTION *Hourly Bill Rate*	Total Fee
1.0	**Project Familiarity**	
	Visit Site and Acquire Familiarity with the Project	$1,320
	Assist in Project Signage and Notifications to Public	$330
	Provide Methods of Resolving Conflicts	$330
	Weekly Progress Meetings, Agenda, and Minutes	$8,640
	Submittal/Shop Drawings Processing/Set up Project Files	$1,200
	Subtotal	**$11,820**
2.0	**Preconstruction Meeting**	
	Conduct Preconstruction Meeting, Agenda and Minutes	$1,432
	Subtotal	**$1,432**
3.0	**Construction Management**	
	Contract Administration	$6,960
	Implement RFI Review and Tracking	$3,000
	Implement Shop Drawing Review and Tracking	$3,000
	Review Contractor's Change Order Request (4)	$8,936
	Review Contractor's Progress Payments	$3,990
	Perform Davis Bacon Acts Employee Interviews and Monitoring (15 Field Months)	$33,758
	Track and Monitor Review of Submittals	$9,950
	Review Baseline Schedule and Monthly Schedule Updates on CPM	$5,310
	Project Documentation	$6,000
	As Needed Design Services	$16,200
	Subtotal	**$97,114**
4.0	**Inspection**	
	Asbestos and Lead Abatement (See Item 12.0)	$0
	Geotechnical and Materials Testing (See Item 12.0)	$0
	Regular Construction Inspection (2272 Hrs. Total, 550 CD less 90 CD Submittals, Permits, Materials and Less 6 weeks Lead & Asbestos Abatement in Item 12.0)	$152,218
	Option to Cover 90CD of Submittal Period with Inspection for 63WD	$59,472
	Monthly Construction Reports	$3,120
	NV5 Web Document Tracking	$8,880
	Subtotal	**$223,690**
5.0	**Construction Progress Meetings**	
	Conduct weekly Progress Meetings and As Needed Meetings, Provide Agendas and Minutes	$26,348
	Subtotal	**$26,348**
6.0	**Public Relations**	
	Coordinate and Distribute Construction Notices	$2,832
	Respond to Citizen Concerns, Log and Inform City	$8,568
	Provide 24 Hour Hotline	$3,960
	Subtotal	**$15,360**

FEE PROPOSAL SUMMARY BY TASK (continued):

7.0	**Change Order Preparation, Negotiations and Processing**	
	Track and Coordinate Change Orders	$13,120
	Prepare Independent Costs Estimates (3)	$10,140
	Evaluate Impact on Budget and Schedule (3)	$10,660
	Make Recommendations to City (3)	$8,728
	Subtotal	**$42,648**
8.0	**Quality Review**	
	Review Contractor's SOV and Progress Payments	$6,510
	Monthly Progress Payment Reports	$5,670
	Subtotal	**$12,180**
9.0	**Progress Payments**	
	Implement Program to Monitor Quality of Construction	$7,360
	Non-Compliance Reports	$7,360
	Tracking of Minor Vibrations	$6,040
	Clearing of Non-Compliance Reports	$5,668
	Subtotal	**$26,428**
10.0	**Record Drawings and Documents**	
	Review and Coordination of Contractor's Record Drawings	$11,992
	Maintain Set of Contract Documents with Addendums, Substitutions, Clarifications, and Corrections, and Change Orders.	$11,992
	Subtotal	**$23,984**
11.0	**Construction Schedule**	
	Review of Contractor's Baseline Schedule and Make Recommendations	$2,790
	Review Contractor's Weekly Look Ahead Schedule and Coordinate with City	$13,492
	Review Contractor's Monthly Schedule Updates and Make Recommendations	$6,444
	Track Milestones and Advise Proactively	$2,640
	Subtotal	**$25,366**
12.0	**Testing Services**	
	Lead and Asbestos Abatement and Air Testing/Monitoring (6 Weeks)	$38,111
	Abatement Close Out Report	$2,497
	Field Testing Services, Masonry, Welding, Concrete, Soils Compaction, Asphalt	$54,617
	Laboratory Testing Services, 6 Modified Proctor, 4 Sieve Analysis, 2 Hveem/Marshall, 2 Extraction & Gradation, 60 Concrete Compressive	$4,906
	Laboratory Office Services, Project Management, Reports	$13,746
	Subtotal	**$111,877**
13.0	**Safety Program**	
	Review of Contractor's Safety Program for Compliance	$2,264
	Notify Contractor of Safety Issues and Direct Contractor to Suspend Work for Imminent Hazards	$3,208
	Investigate all Accidents and Prepare Reports	$3,636
	Track Milestones and Advise Proactively	$6,888
	Subtotal	**$15,996**
14.0	**Storm Water Pollution Prevention Plan**	
	Review, Monitor, and Ensure Contractor's Compliance	$5,460
	Subtotal	**$5,460**
15.0	**Traffic and Pedestrian Control; Public Safety**	
	Review and monitor all Traffic Control and Public Safety Plans	$6,040
	Ensure that Police, Fire, Sanitation, Parks and Other affected City Agencies are Notified of Potential Construction Impacts	$8,304
	Subtotal	**$14,344**
16.0	**Environmental**	
	Pre-Construction Monitoring (1 Visit, 1 Report)	$1,540
	Prepare Nesting Bird Management Plan 2019	$1,865
	Implement Nesting Bird Management Plan (13 Visits, 1 Report)	$13,720
	Meetings/Project Management	$957
	Subtotal	**$18,081**
17.0	**Project Closeout**	
	Final Walk Through	$2,264
	Punch List Development and Clearance	$12,230
	Notice of Completion	$3,358
	Assist City in Warranty Period	$5,690
	Deliver Project Documentation to City	$6,764
	Subtotal	**$33,296**
	Total Hours	
	TOTAL FEE CONSTRUCTION MANAGEMENT and INSPECTION	**$705,424**

FEE PROPOSAL SUMMARY BY CONSULTANT: NV5

TASK				
		NV5		
Task No.	TASK DESCRIPTION	Construction Manager	Inspector	Admin
	Hourly Bill Rate	$165	$118	$75
1.0	**Project Familiarity**			
	Visit Site and Acquire Familiarity with the Project	8		
	Assist in Project Signage and Notifications to Public	2		
	Provide Methods of Resolving Conflicts	2		
	Weekly Progress Meetings, Agenda, and Minutes	36		36
	Submittal/Shop Drawings Processing/Set up Project Files			16
	Subtotal	$7,920	$0	$3,900
2.0	**Preconstruction Meeting**			
	Conduct Preconstruction Meeting, Agenda and Minutes	4	4	4
	Subtotal	$660	$472	$300
3.0	**Construction Management**			
	Contract Administration	24		40
	Implement RFI Review and Tracking			40
	Implement Shop Drawing Review and Tracking			40
	Review Contractor's Change Order Request (4)	24	32	16
	Review Contractor's Progress Payments	16		18
	Perform Davis Bacon Acts Employee Interviews and Monitoring (15 Field Months)			30
	Track and Monitor Review of Submittals	24		80
	Review Baseline Schedule and Monthly Schedule Updates on CPM	24		18
	Project Documentation			80
	As Needed Design Services	80		40
	Subtotal	$31,680	$3,776	$30,150
4.0	**Inspection**			
	Asbestos and Lead Abatement (See Item 12.0)			
	Geotechnical and Materials Testing (See Item 12.0)			
	Regular Construction Inspection (2272 Hrs. Total, 550 CD less 90 CD Submittals, Permits, Materials and Less 6 weeks Lead & Asbestos Abatement in Item 12.0)		1201	140
	Option to Cover 90CD of Submittal Period with Inspection for 63WD		504	
	Monthly Construction Reports		15	18
	NV5 Web Document Tracking		60	24
	Subtotal	$0	$210,040	$13,650
5.0	**Construction Progress Meetings**			
	Conduct weekly Progress Meetings and As Needed Meetings, Provide Agendas and Minutes	56	56	140
	Subtotal	$9,240	$6,608	$10,500
6.0	**Public Relations**			
	Coordinate and Distribute Construction Notices		24	
	Respond to Citizen Concerns, Log and Inform City	18	36	18
	Provide 24 Hour Hotline	24		
	Subtotal	$6,930	$7,080	$1,350

FEE PROPOSAL SUMMARY BY CONSULTANT: NV5 (continued)

7.0	Change Order Preparation, Negotiations and Processing			
	Track and Coordinate Change Orders	40	40	24
	Prepare Independent Costs Estimates (3)	40	30	
	Evaluate Impact on Budget and Schedule (3)	36	40	
	Make Recommendations to City (3)	36	16	12
	Subtotal	$25,080	$14,888	$2,700
8.0	Quality Review			
	Review Contractor's SOV and Progress Payments	18	30	
	Monthly Progress Payment Reports	18		36
	Subtotal	$5,940	$3,540	$2,700
9.0	Progress Payments			
	Implement Program to Monitor Quality of Construction	16	40	
	Non-Compliance Reports	16	40	
	Tracking of Minor Vibrations	8	40	
	Clearing of Non-Compliance Reports	12	16	24
	Subtotal	$8,580	$16,048	$1,800
10.0	Record Drawings and Documents			
	Review and Coordination of Contractor's Record Drawings	16	64	24
	Maintain Set of Contract Documents with Addendums, Substitutions, Clarifications, and Corrections, and Change Orders.	16	64	24
	Subtotal	$5,280	$15,104	$3,600
11.0	Construction Schedule			
	Review of Contractor's Baseline Schedule and Make Recommendations	16		2
	Review Contractor's Weekly Look Ahead Schedule and Coordinate with City	36	64	
	Review Contractor's Monthly Schedule Updates and Make Recommendations	18	18	18
	Track Milestones and Advise Proactively	16		
	Subtotal	$14,190	$9,676	$1,500
12.0	Testing Services			
	Lead and Asbestos Abatement and Air Testing/Monitoring (6 Weeks)	4		12
	Abatement Close Out Report	2		2
	Field Testing Services, Masonry, Welding, Concrete, Soils Compaction, Asphalt	4		
	Laboratory Testing Services, 6 Modified Proctor, 4 Sieve Analysis, 2 Hveem/Marchall, 2 Extraction & Gradation, 60 Concrete Compressive			
	Laboratory Office Services, Project Management, Reports	2		2
	Subtotal	$1,950	$0	$1,200
13.0	Safety Program			
	Review of Contractor's Safety Program for Compliance	8	8	
	Notify Contractor of Safety Issues and Direct Contractor to Suspend Work for Imminent Hazards	8	16	
	Investigate all Accidents and Prepare Reports	8	12	12
	Track Milestones and Advise Proactively	16	36	
	Subtotal	$6,600	$8,496	$900
14.0	Storm Water Pollution Prevention Plan			
	Review, Monitor, and Ensure Contractor's Compliance	8	30	8
	Subtotal	$1,320	$3,540	$800
15.0	Traffic and Pedestrian Control; Public Safety			
	Review and monitor all Traffic Control and Public Safety Plans	8	40	
	Ensure that Police, Fire, Sanitation, Parks and Other affected City Agencies are Notified of Potential Construction Impacts	16	48	
	Subtotal	$3,960	$10,384	$0
16.0	Environmental			
	Pre-Construction Monitoring (1 Visit, 1 Report)	4		
	Prepare Nesting Bird Management Plan 2019			
	Implement Nesting Bird Management Plan (13 Visits, 1 Report)	4		2
	Meetings/Project Management	4		
	Subtotal	$1,980	$0	$150
17.0	Project Closeout			
	Final Walk Through	8	8	
	Punch List Development and Clearance	16	80	2
	Notice of Completion	8	16	2
	Assist City in Warranty Period	24	40	
	Deliver Project Documentation to City	8	8	60
	Subtotal	$10,560	$17,936	$4,800
	Total Hours	860	2776	1064
	SUB TOTAL FEE	**$141,900**	**$327,568**	**$79,800**

FEE PROPOSAL SUMMARY BY CONSULTANT: Pacific Resources

TASK				
		Pacific Resources		
Task No.	TASK DESCRIPTION	Principal	Analyst	Analyst
	Hourly Bill Rate	$124	$86	$62
1.0	Project Familiarity			
	Visit Site and Acquire Familiarity with the Project			
	Assist in Project Signage and Notifications to Public			
	Provide Methods of Resolving Conflicts			
	Weekly Progress Meetings, Agenda, and Minutes			
	Submittal/Shop Drawings Processing/Set up Project Files			
	Subtotal	$0	$0	$0
2.0	Preconstruction Meeting			
	Conduct Preconstruction Meeting, Agenda and Minutes			
	Subtotal	$0	$0	$0
3.0	Construction Management			
	Contract Administration			
	Implement RFI Review and Tracking			
	Implement Shop Drawing Review and Tracking			
	Review Contractor's Change Order Request (4)			
	Review Contractor's Progress Payments			
	Months)	120	150	60
	Track and Monitor Review of Submittals			
	Review Baseline Schedule and Monthly Schedule Updates on CPM			
	Project Documentation			
	As Needed Design Services			
	Subtotal	$14,828	$12,974	$3,707
4.0	Inspection			
	Asbestos and Lead Abatement (See Item 12.0)			
	Geotechnical and Materials Testing (See Item 12.0)			
	Submittals, Permits, Materials and Less 6 weeks Lead & Asbestos Abatement in Item 12.0)			
	Option to Cover 90CD of Submittal Period with Inspection for 63WD			
	Monthly Construction Reports			
	NV5 Web Document Tracking			
	Subtotal	$0	$0	$0
5.0	Construction Progress Meetings			
	Conduct weekly Progress Meetings and As Needed Meetings, Provide Agendas and Minutes			
	Subtotal	$0	$0	$0
6.0	Public Relations			
	Coordinate and Distribute Construction Notices			
	Respond to Citizen Concerns, Log and Inform City			
	Provide 24 Hour Hotline			
	Subtotal	$0	$0	$0

FEE PROPOSAL SUMMARY BY CONSULTANT: Pacific Resources (continued)

7.0	**Change Order Preparation, Negotiations and Processing**			
	Track and Coordinate Change Orders			
	Prepare Independent Costs Estimates (3)			
	Evaluate Impact on Budget and Schedule (3)			
	Make Recommendations to City (3)			
	Subtotal	$0	$0	$0
8.0	**Quality Review**			
	Review Contractor's SOV and Progress Payments			
	Monthly Progress Payment Reports			
	Subtotal	$0	$0	$0
9.0	**Progress Payments**			
	Implement Program to Monitor Quality of Construction			
	Non-Compliance Reports			
	Tracking of Minor Vibrations			
	Clearing of Non-Compliance Reports			
	Subtotal	$0	$0	$0
10.0	**Record Drawings and Documents**			
	Review and Coordination of Contractor's Record Drawings			
	Maintain Set of Contract Documents with Addendums, Substitutions, Clarifications, and Corrections, and Change Orders.			
	Subtotal	$0	$0	$0
11.0	**Construction Schedule**			
	Review of Contractor's Baseline Schedule and Make Recommendations			
	Review Contractor's Weekly Look Ahead Schedule and Coordinate with City			
	Review Contractor's Monthly Schedule Updates and Make Recommendations			
	Track Milestones and Advise Proactively			
	Subtotal	$0	$0	$0
12.0	**Testing Services**			
	Lead and Asbestos Abatement and Air Testing/Monitoring (6 Weeks)			
	Abatement Close Out Report			
	Field Testing Services, Masonry, Welding, Concrete, Soils Compaction, Asphalt			
	Laboratory Testing Services, 6 Modified Proctor, 4 Sieve Analysis, 2 Hveem/Marshall, 2 Extraction & Gradation, 60 Concrete Compressive			
	Laboratory Office Services, Project Management, Reports			
	Subtotal	$0	$0	$0
13.0	**Safety Program**			
	Review of Contractor's Safety Program for Compliance			
	Notify Contractor of Safety Issues and Direct Contractor to Suspend Work for Imminent Hazards			
	Investigate all Accidents and Prepare Reports			
	Track Milestones and Advise Proactively			
	Subtotal	$0	$0	$0
14.0	**Storm Water Pollution Prevention Plan**			
	Review, Monitor, and Ensure Contractor's Compliance			
	Subtotal	$0	$0	$0
15.0	**Traffic and Pedestrian Control, Public Safety**			
	Review and monitor all Traffic Control and Public Safety Plans			
	Ensure that Police, Fire, Sanitation, Parks and Other affected City Agencies are Notified of Potential Construction Impacts			
	Subtotal	$0	$0	$0
16.0	**Environmental**			
	Pre-Construction Monitoring (1 Visit, 1 Report)			
	Prepare Nesting Bird Management Plan 2019			
	Implement Nesting Bird Management Plan (13 Visits, 1 Report)			
	Meetings/Project Management			
	Subtotal	$0	$0	$0
17.0	**Project Closeout**			
	Final Walk Through			
	Punch List Development and Clearance			
	Notice of Completion			
	Assist City in Warranty Period			
	Deliver Project Documentation to City			
	Subtotal	$0	$0	$0
	Total Hours	120	160	60
	SUB TOTAL FEE	**$14,828**	**$12,974**	**$3,707**

FEE PROPOSAL SUMMARY BY CONSULTANT: Converse

TASK								
		Converse						Laboratory Testing Services
Task No.	TASK DESCRIPTION	PIC	PM	Staff	Field Inspector	Lead/ Asbestos Inspector	PM	
	Hourly Bill Rate	$198	$121	$81	$127	$137	$168	
1.0	**Project Familiarity**							
	Visit Site and Acquire Familiarity with the Project							
	Assist in Project Signage and Notifications to Public							
	Provide Methods of Resolving Conflicts							
	Weekly Progress Meetings, Agenda, and Minutes							
	Submittal/Shop Drawings Processing/Set up Project Files							
	Subtotal	$0	$0	$0	$0	$0	$0	0
2.0	**Preconstruction Meeting**							
	Conduct Preconstruction Meeting, Agenda and Minutes							
	Subtotal	$0	$0	$0	$0	$0	$0	0
3.0	**Construction Management**							
	Contract Administration							
	Implement RFI Review and Tracking							
	Implement Shop Drawing Review and Tracking							
	Review Contractor's Change Order Request (4)							
	Review Contractor's Progress Payments							
	Perform Davis Bacon Acts Employee Interviews and Monitoring (15 Field Months)							
	Track and Monitor Review of Submittals							
	Review Baseline Schedule and Monthly Schedule Updates on CPM							
	Project Documentation							
	As Needed Design Services							
	Subtotal	$0	$0	$0	$0	$0	$0	0
4.0	**Inspection**							
	Asbestos and Lead Abatement (See Item 12.0)							
	Geotechnical and Materials Testing (See Item 12.0)							
	Regular Construction Inspection (2272 Hrs. Total, 550 CD less 90 CD Submittals, Permits, Materials and Less 6 weeks Lead & Asbestos Abatement in Item 12.0)							
	Option to Cover 90CD of Submittal Period with Inspection for 63WD							
	Monthly Construction Reports							
	NV5 Web Document Tracking							
	Subtotal	$0	$0	$0	$0	$0	$0	0
5.0	**Construction Progress Meetings**							
	Conduct weekly Progress Meetings and As Needed Meetings, Provide Agendas and Minutes							
	Subtotal	$0	$0	$0	$0	$0	$0	0
6.0	**Public Relations**							
	Coordinate and Distribute Construction Notices							
	Respond to Citizen Concerns, Log and Inform City							
	Provide 24 Hour Hotline							
	Subtotal	$0	$0	$0	$0	$0	$0	0

FEE PROPOSAL SUMMARY BY CONSULTANT: Converse (continued)

7.0	Change Order Preparation, Negotiations and Processing							
	Track and Coordinate Change Orders							
	Prepare Independent Costs Estimates (3)							
	Evaluate Impact on Budget and Schedule (3)							
	Make Recommendations to City (3)							
	Subtotal	$0	$0	$0	$0	$0	$0	0
8.0	Quality Review							
	Review Contractor's SOV and Progress Payments							
	Monthly Progress Payment Reports							
	Subtotal	$0	$0	$0	$0	$0	$0	0
9.0	Progress Payments							
	Implement Program to Monitor Quality of Construction							
	Non-Compliance Reports							
	Tracking of Minor Vibrations							
	Clearing of Non-Compliance Reports							
	Subtotal	$0	$0	$0	$0	$0	$0	0
10.0	Record Drawings and Documents							
	Review and Coordination of Contractor's Record Drawings							
	Maintain Set of Contract Documents with Addendums, Substitutions, Clarifications, and Corrections, and Change Orders.							
	Subtotal	$0	$0	$0	$0	$0	$0	0
11.0	Construction Schedule							
	Review of Contractor's Baseline Schedule and Make Recommendations							
	Review Contractor's Weekly Look Ahead Schedule and Coordinate with City							
	Review Contractor's Monthly Schedule Updates and Make Recommendations							
	Track Milestones and Advise Proactively							
	Subtotal	$0	$0	$0	$0	$0	$0	0
12.0	Testing Services							
	Lead and Asbestos Abatement and Air Testing/Monitoring (6 Weeks)					252		
	Abatement Close Out Report						12	
	Field Testing Services, Masonry, Welding, Concrete, Soils Compaction, Asphalt			35	404			
	Laboratory Testing Services, 6 Modified Proctor, 4 Sieve Analysis, 2 Hveem/Marshall, 2 Extraction & Gradation, 60 Concrete Compressive							$4,906
	Laboratory Office Services, Project Management, Reports	10	30	94				
	Subtotal	$1,980	$3,630	$10,507	$51,106	$34,551	$2,017	4,906
13.0	Safety Program							
	Review of Contractor's Safety Program for Compliance							
	Notify Contractor of Safety Issues and Direct Contractor to Suspend Work for Imminent Hazards							
	Investigate all Accidents and Prepare Reports							
	Track Milestones and Advise Proactively							
	Subtotal	$0	$0	$0	$0	$0	$0	0
14.0	Storm Water Pollution Prevention Plan							
	Review, Monitor, and Ensure Contractor's Compliance							
	Subtotal	$0	$0	$0	$0	$0	$0	0
15.0	Traffic and Pedestrian Control, Public Safety							
	Review and monitor all Traffic Control and Public Safety Plans							
	Ensure that Police, Fire, Sanitation, Parks and Other affected City Agencies are Notified of Potential Construction Impacts							
	Subtotal	$0	$0	$0	$0	$0	$0	0
16.0	Environmental							
	Pre-Construction Monitoring (1 Visit, 1 Report)							
	Prepare Nesting Bird Management Plan 2019							
	Implement Nesting Bird Management Plan (13 Visits, 1 Report)							
	Meetings/Project Management							
	Subtotal	$0	$0	$0	$0	$0	$0	0
17.0	Project Closeout							
	Final Walk Through							
	Punch List Development and Clearance							
	Notice of Completion							
	Assist City in Warranty Period							
	Deliver Project Documentation to City							
	Subtotal	$0	$0	$0	$0	$0	$0	0
	Total Hours	10	30	129	404	252	12	6003
	SUB TOTAL FEE	**$1,980**	**$3,630**	**$10,507**	**$51,106**	**$34,551**	**$2,017**	**$4,906**

FEE PROPOSAL SUMMARY BY CONSULTANT: Jericho Systems

TASK					
		Jericho Systems			
Task No.	TASK DESCRIPTION	Regulatory Specialists	Field Observer	Specialty Biologist	Biologist/ GIS
	Hourly Bill Rate	$149	$110	$141	$209
1.0	**Project Familiarity**				
	Visit Site and Acquire Familiarity with the Project				
	Assist in Project Signage and Notifications to Public				
	Provide Methods of Resolving Conflicts				
	Weekly Progress Meetings, Agenda, and Minutes				
	Submittal/Shop Drawings Processing/Set up Project Files				
	Subtotal	$0	$0	$0	$0
2.0	**Preconstruction Meeting**				
	Conduct Preconstruction Meeting, Agenda and Minutes				
	Subtotal	$0	$0	$0	$0
3.0	**Construction Management**				
	Contract Administration				
	Implement RFI Review and Tracking				
	Implement Shop Drawing Review and Tracking				
	Review Contractor's Change Order Request (4)				
	Review Contractor's Progress Payments				
	Months)				
	Track and Monitor Review of Submittals				
	Review Baseline Schedule and Monthly Schedule Updates on CPM				
	Project Documentation				
	As Needed Design Services				
	Subtotal	$0	$0	$0	$0
4.0	**Inspection**				
	Asbestos and Lead Abatement (See Item 12.0)				
	Geotechnical and Materials Testing (See Item 12.0)				
	Submittals, Permits, Materials and Less 6 weeks Lead & Asbestos Abatement in Item 12.0)				
	Option to Cover 90CD of Submittal Period with Inspection for 53WD				
	Monthly Construction Reports				
	NV5 Web Document Tracking				
	Subtotal	$0	$0	$0	$0
5.0	**Construction Progress Meetings**				
	Conduct weekly Progress Meetings and As Needed Meetings, Provide Agendas and Minutes				
	Subtotal	$0	$0	$0	$0
6.0	**Public Relations**				
	Coordinate and Distribute Construction Notices				
	Respond to Citizen Concerns, Log and Inform City				
	Provide 24 Hour Hotline				
	Subtotal	$0	$0	$0	$0

FEE PROPOSAL SUMMARY BY CONSULTANT: Jericho Systems (continued)

7.0	**Change Order Preparation, Negotiations and Processing**				
	Track and Coordinate Change Orders				
	Prepare Independent Costs Estimates (3)				
	Evaluate Impact on Budget and Schedule (3)				
	Make Recommendations to City (3)				
	Subtotal	$0	$0	$0	$0
8.0	**Quality Review**				
	Review Contractor's SOV and Progress Payments				
	Monthly Progress Payment Reports				
	Subtotal	$0	$0	$0	$0
9.0	**Progress Payments**				
	Implement Program to Monitor Quality of Construction				
	Non-Compliance Reports				
	Tracking of Minor Vibrations				
	Clearing of Non-Compliance Reports				
	Subtotal	$0	$0	$0	$0
10.0	**Record Drawings and Documents**				
	Review and Coordination of Contractor's Record Drawings				
	Maintain Set of Contract Documents with Addendums, Substitutions, Clarifications, and Corrections, and Change Orders.				
	Subtotal	$0	$0	$0	$0
11.0	**Construction Schedule**				
	Review of Contractor's Baseline Schedule and Make Recommendations				
	Review Contractor's Weekly Look Ahead Schedule and Coordinate with City				
	Review Contractor's Monthly Schedule Updates and Make Recommendations				
	Track Milestones and Advise Proactively				
	Subtotal	$0	$0	$0	$0
12.0	**Testing Services**				
	Lead and Asbestos Abatement and Air Testing/Monitoring (6 Weeks)				
	Abatement Close Out Report				
	Field Testing Services, Masonry, Welding, Concrete, Soils Compaction, Asphalt				
	Laboratory Testing Services, 6 Modified Proctor, 4 Sieve Analysis, 2 Hveem/Marshall, 2 Extraction & Gradation, 60 Concrete Compressive				
	Laboratory Office Services, Project Management, Reports				
	Subtotal	$0	$0	$0	$0
13.0	**Safety Program**				
	Review of Contractor's Safety Program for Compliance				
	Notify Contractor of Safety Issues and Direct Contractor to Suspend Work for Imminent Hazards				
	Investigate all Accidents and Prepare Reports				
	Track Milestones and Advise Proactively				
	Subtotal	$0	$0	$0	$0
14.0	**Storm Water Pollution Prevention Plan**				
	Review, Monitor, and Ensure Contractor's Compliance				
	Subtotal	$0	$0	$0	$0
15.0	**Traffic and Pedestrian Control; Public Safety**				
	Review and monitor all Traffic Control and Public Safety Plans				
	Ensure that Police, Fire, Sanitation, Parks and Other affected City Agencies are Notified of Potential Construction Impacts				
	Subtotal	$0	$0	$0	$0
16.0	**Environmental**				
	Pre-Construction Monitoring (1 Visit, 1 Report)		8		
	Prepare Nesting Bird Management Plan 2019	5		5	2
	Implement Nesting Bird Management Plan (13 Visits, 1 Report)	8	104	2	
	Meetings/Project Management	2			
	Subtotal	$2,228	$12,320	$986	$418
17.0	**Project Closeout**				
	Final Walk Through				
	Punch List Development and Clearance				
	Notice of Completion				
	Assist City in Warranty Period				
	Deliver Project Documentation to City				
	Subtotal	$0	$0	$0	$0
	Total Hours	15	112	7	2
	SUB TOTAL FEE	**$2,228**	**$12,320**	**$986**	**$418**

Agenda Item 18 - Attachment

THIRD AMENDMENT TO
AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

THIS AMENDMENT ("Amendment") is made as of this 16th day of May, 2018, by and between the CITY OF SOUTH PASADENA ("City") and ARCADIS US, INC., ("Consultant").

RECITALS

WHEREAS, on November 19, 2014, the City and Consultant entered into an Agreement for Consultant Services ("Agreement") for the Consultant to provide for construction management and inspection services for Garfield Reservoir Replacement Project (Project); and

WHEREAS, on May 4, 2015, the Agreement was amended ("Amendment 1") to provide additional inspection and monitoring services required for the unforeseen abatement of asbestos containing materials (ACM) and lead based paint; and

WHEREAS, the original Agreement was in the amount of $664,000, and after Amendment 1, the revised Agreement total was $689,950 ($664,000 plus Amendment 1 amount of $25,950); and

WHEREAS, on August 19, 2015, the Agreement was amended ("Amendment 2") to provide additional specialized inspection for the supplemental work required to dispose of the additional ACM discovered subsequent to the approval of Amendment 1; and

WHEREAS, the revised Agreement total after Amendment 2 was $717,325.08 ($689,950 plus Amendment 2 amount of $27,375.08); and

WHEREAS, during the course of construction, the project encountered a few unforeseen site condition as well as some design challenges which created project extensions and required additional construction management time spent on the Project beyond the original time schedule as described in the project contract and specification; and

WHEREAS, the costs for said services shall be in an amount not to exceed $55,000.

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That Section 2 of the Agreement is hereby amended to read as follows:

> The maximum amount payable under the terms of this Agreement, including expenses, shall not exceed $772,325.08 (which includes the compensation for the original scope of services in the amount of $664,000, additional services in the

amount of $25,950 for Amendment 1, additional services in the amount of $27,375.08 for Amendment 2, and additional services in the amount of $55,000 for Amendment 3).

2. SCOPE OF SERVICES. That the scope of work of the Agreement is hereby amended to include the following:

Additional construction management and inspection services required to complete the Project, which included an additional 371 hours required for inspection, change order negotiation, punchlist completion, and project close out.

3. TERM. The term of this Agreement shall be extended to May 16, 2018.

4. Consultant represents and agrees that payment of the amounts set forth in Paragraph 1 of this Amendment constitutes payment in full and that Consultant has no other claims of any kind whatsoever related in any way to the Agreement or the Amendment. Consultant agrees that this Amendment extends to al causes of action or claims which Consultant does not know of, which if known by Consultant, may have materially affected this Agreement and Amendment. Accordingly, Consultant and its attorneys, agents, representatives, successors and assigns, and all persons or entities acting by, through, under or in concert with Consultant, waive the provisions of Section 1542 of the Civil Code, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

"City" City of South Pasadena	"Consultant" Arcadis US, Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Evelyn G. Zneimer, City Clerk

Date:_____

Approved as to form:

By:_____
Teresa L. Highsmith, City Attorney

Date:_____

City of South Pasadena
Community Services
Department

Memo

Date: May 16, 2018

To: The Honorable City Council

Via: Stephanie DeWolfe, City Manager

From: Sheila Pautsch, Community Services Director

Re: May 16, 2018 City Council Meeting, Item No. 21 Additional Document – Approval of the Third Amendment to the Lease Agreement with All-Star Baseball School for the Batting Cage Facility to be Extended for a Three-Year Term, Plus Two Optional One Year Extensions

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Attached is additional documentation for the Approval of the Third Amendment to the Lease Agreement with All-Star Baseball School for the Batting Cage Facility.

1. The term of the agreement has been modified. Lessee may seek to extend the lease for up to two consecutive one year terms, conditioned upon the City's written approval.
2. Revised agreement attached.

Additional Material
AGENDA ITEM # 21
5/16/18 City Council Mtg.

CC: Council; CM; CA; CCL; CSD; Reference Binder; Orig to 5/16/18 Add'l Docs

THIRD AMENDMENT
TO LEASE AGREEMENT

THIS THIRD AMENDMENT to the Lease Agreement ("Third Amendment") is made as of this 16th day of May, 2018 by and between the CITY OF SOUTH PASADENA, ("City"), and DYLAN GAINES, an individual, TAO GAINES, an individual and ALL STAR BASEBALL SCHOOL, a corporation, (collectively "Lessee")

RECITALS

WHEREAS, on or about March 19, 2003, City and Lessee (collectively "Parties") entered into a Lease Agreement ("Agreement") for the installation, maintenance and operation of a state of the art batting cage facility on a site located at the Arroyo Youth Recreation Park; and

WHEREAS, on or about May 19, 2013, City and Lessee (collectively "Parties") entered into an Amendment to Lease Agreement ("Amendment") to provide for a different method for rent payment and to add an additional two responsible entities as Lessee; and

WHEREAS, on or about May 16, 2018, City and Lessee (collectively "Parties") entered into a Third Amendment to Lease Agreement ("Third Amendment") to provide for an increase in rent payment; and

WHEREAS, the Parties desire to amend the Agreement for the purpose of extending the Agreement for an additional three (3) years with two additional one (1) year term extensions and to provide for an increase in monthly gross receipts from 10% to 15%.

NOW THEREFORE, City and Lessee agree as follows:

a) **Lease of the Site.** Section [§200] of the Agreement is hereby amended with the addition of a new subsection C. [§ 203] as follows:

C. [§203] Extension Term

The Term of this Lease is hereby extended for an additional three (3) years commencing July 1, 2018 and expiring on June 30, 2021 ("Extension Term"). Lessee may seek to extend the lease for up to two consecutive one year terms, conditioned upon the City's written approval. Conditioned upon Lessee's compliance with all Lease terms, Lessee may extend the term of the Lease by one year—until June 30, 2022—by providing a request to extend at least 60 days prior to termination of the Extension Term ("First Renewal Option"). Conditioned upon Lessee's compliance with all Lease terms, Lessee may extend the term of the Lease by one additional year—until June 30, 2023—by

providing a request to extend at least 60 days prior to termination of First Renewal Option ("Second Renewal Option"). The Second Renewal Option is the final option under this Lease. From July 1, 2018 to the end of the all Extension Terms and Renewal Options, either party may terminate this Lease, without cause, with a six (6) month notice of termination in writing. With the Extension Term or Renewal Option, there is no right granted to Lessee to receive notice and an opportunity to negotiate a further extension of the Lease prior to its expiration.

b) **Rent.** Section [§300] of the Agreement is hereby amended with the addition of a new subsection D. [§302] to read as follows:

D. [§302] Monthly Rent

With each monthly payment required by Section 301, as amended, Lessee shall pay to City, as rent, a sum equal to fifteen percent (15%) of all Gross Receipts received by Lessee for the month immediately preceding the day a rent payment is due, from operation of the Batting Cages.

c) **Rent.** Section [§300] of the Agreement is hereby amended with the addition of a new subsection E. [§305] to read as follows:

E. [§305] Use of Baseball Fields

Lessee may use the City baseball fields for Baseball Camps, subject to prior reservation and City approval. Field use fees will be waived for this purpose. Lessee must reserve the fields in advance through field reservation permits approval process which takes place in the spring and fall; such field reservation permits are subject to Community Services Director approval. The duration for Baseball Camp is limited to a total of four weeks in a calendar year, three weeks in summer and one week in winter, not to exceed 60 hours.

d) **Remaining Provisions of the Agreement.** All other terms, conditions, and provisions of the Agreement with the Amendment, to the extent not modified with this Third Amendment, shall remain in full force and effect.

(SIGNATURES TO FOLLOW ON THE NEXT PAGE)

IN WITNESS WHEREOF this Amendment is signed by the parties hereto on the date first above written.

Dated: _____

"CITY"

By: _____
Richard D. Schneider, M.D., Mayor

Dated: 11 May 2018

"LESSEE"

By: _____
Dylan Gaines, Owner/President

By: _____
Tao Gaines, an individual

All-Star Baseball School

By: Dylan Gaines + Tao Gaines
Owners

ATTEST:

_____
Evelyn G. Zneimer, City Clerk

APPROVED AS TO FORM:

_____
Teresa L. Highsmith, City Attorney

DEPARTMENT BUDGET PRESENTATION

May 16 , 2018

OUTREACH

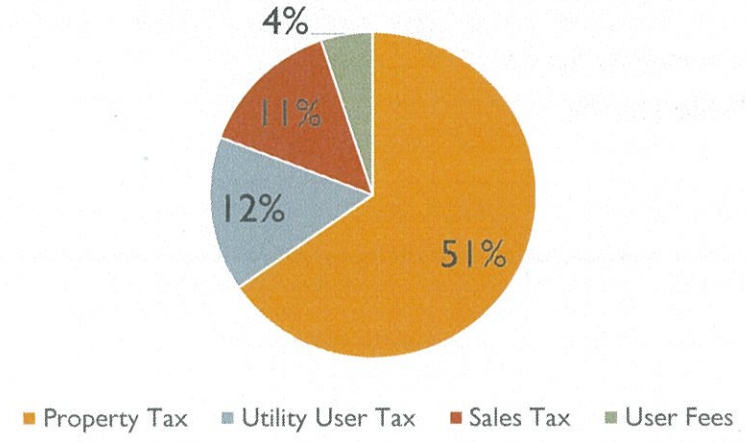
- Community Survey
- Public Hearing

Additional Material
AGENDA ITEM # 24
5/16/18 City Council Mtg.

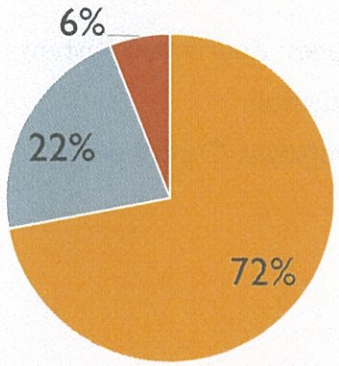
BUDGET HIGHLIGHTS 18-19

- Alignment with Community Priorities
- No New FTE's
- Increase in Local Return Funds
- Fiscal Sustainability

GENERAL FUND REVENUES $27.5 MILLION



GENERAL FUND EXPENDITURES $27.4 MILLION



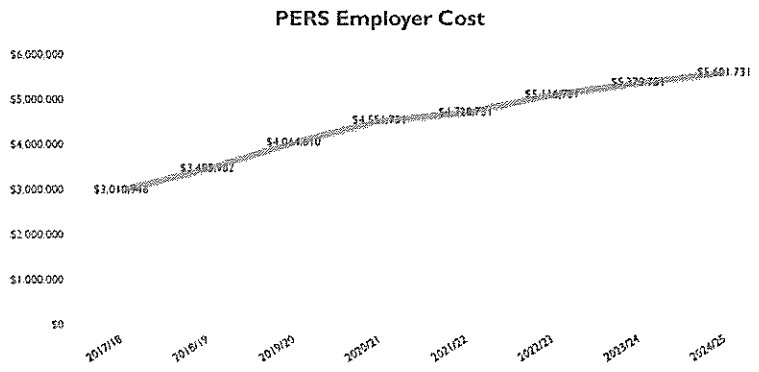
FUTURE CHALLENGES

- Utility Users Tax (UUT)
- 7.5% Tax through 2022
- Potential Repeal
- 12% Budget Reduction

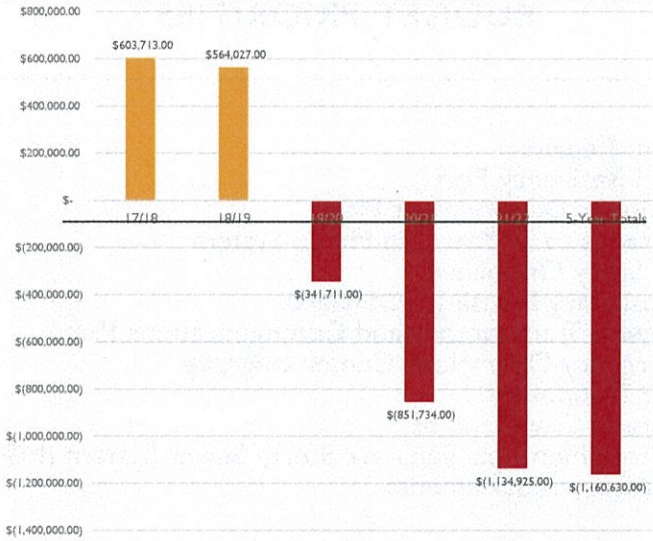
FUTURE CHALLENGES

- Public Employees' Retirement System (PERS)
- Discount Reduction
- Increase in Employer Contribution

FUTURE CHALLENGES



FIVE YEAR CASHFLOW



STRATEGIC GOALS

- Fiscal resiliency
- Economic development to strengthen local business districts.
- Emergency preparedness and disaster recovery
- Infrastructure and environmental programs.
- Planning for affordable housing.
- Enhanced customer service through innovation.

BUDGET PRIORITIES

- Street Repairs
- Fiscal Resiliency Plan
- Economic Development Plan
- Upgrades to 30 Year Old Phone System
- Soft Story Ordinance
- Inclusionary Housing Ordinance
- Citywide Transparency and Communications Plan
- Emergency Operations Center Upgrade
- Solar Technology
- Upgrade City Facilities
- Address Municipal Separate Storm Sewer System (MS4) regulatory requirements.

UNDESIGNATED RESERVES

FY17-18 Adopted	FY18-19 Proposed
$6.6 Million	$7 Million

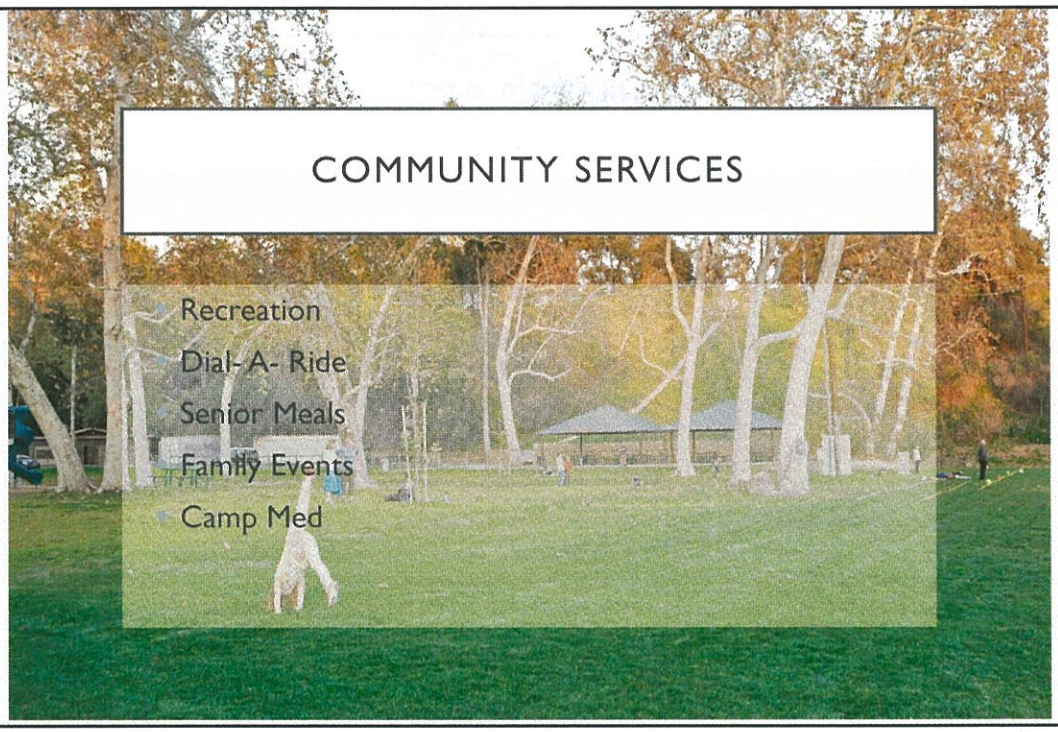
DESIGNATED RESERVES

Reserve	FY17-18 Year End	FY 18-19 Fund Balance
Arroyo Golf Course / Bike Trail	$ 600,000.00	$ 600,000.00
Legal Reserve	$ 500,000.00	$ 500,000.00
Maint. Yard / Comm. Ctr	$ 317,130.00	$ 317,130.00
Renewable Energy Sources Reserve	**$ 350,000.00**	**$ 700,000.00**
Retiree Pension Reserve	$ 500,000.00	$ 500,000.00
Retiree Medical Reserve	$ 500,000.00	$ 500,000.00
Emergency Operations Center	**$ 300,000.00**	**$ 195,000.00**
Library Expansion	$ 200,000.00	$ 200,000.00
Tree Replacement / Management	$ -	$ -
CalTrans Vacant Lot Purchases	$ 391,600.00	$ 391,600.00
General Plan / MSSP Reserve	$ -	$ -
Storm Water	**$ 300,000.00**	**$ 600,000.00**
Slater Reserve	$ 568,850.00	$ 568,850.00
Financial Sustainability Reserve		**$ 900,000.00**

CAPITAL IMPROVEMENT PLAN 17-18 (GENERAL FUND)

Project Type		
Municipal Buildings	Emergency Operations Center	$300,000
Street Repairs	Citywide Street Repairs	$1,000,000
IT Projects	VOIP System	$200,000

*Total Capital Improvements FY17-18: $11.5 Million



COMMUNITY SERVICES

- Recreation
- Dial-A- Ride
- Senior Meals
- Family Events
- Camp Med

ACCOMPLISHMENTS

- 20% Increase in Senior Meal Program
- 30% Increase in Fitness Classes
- Eddie Park House Renovation
- Electric Passenger Van Purchase

PROPOSED BUDGET FY18-19

- Budget Amount: $3,524,972
- Personnel: $1,452,895
- Operations and Maintenance: $1,758,077

GOALS

- Obtain Prop "A" Funds
- Continue Support of City's Green Initiative
- Increase Camp Med Offerings
- Increase Senior Meal Program and Classes

PUBLIC WORKS

- Capital Improvement Plan
- Citywide Maintenance
- Storm Water Compliance
- Sewer System Management
- Water/ Water Infrastructure

ACCOMPLISHMENTS

- Garfield Reservoir
- Citywide Sewer Rehabilitation
- Street Improvements
- Mitigated Library Facility Flooding
- Electric Equipment for Landscape Maintenance
- Citywide Styrofoam Ban Ordinance

PROPOSED BUDGET FY18-19

- Budget Amount: $10,256,649
- Personnel: $ 3,304,551
- Operations and Maintenance:$ 6,854,098

GOALS

- Water Treatment System
- Street Improvements
- Fair Oaks Avenue Signal Synchronization
- Complete the War Memorial Drainage Improvement Project

POLICE DEPARTMENT

- Patrol
- Investigations
- Traffic Enforcement
- School Resource Officer
- Mental Health Evaluation Team
- Teen and Citizen's Academy
- Women's Self-Defense
- Homeless Outreach

ACCOMPLISHMENTS

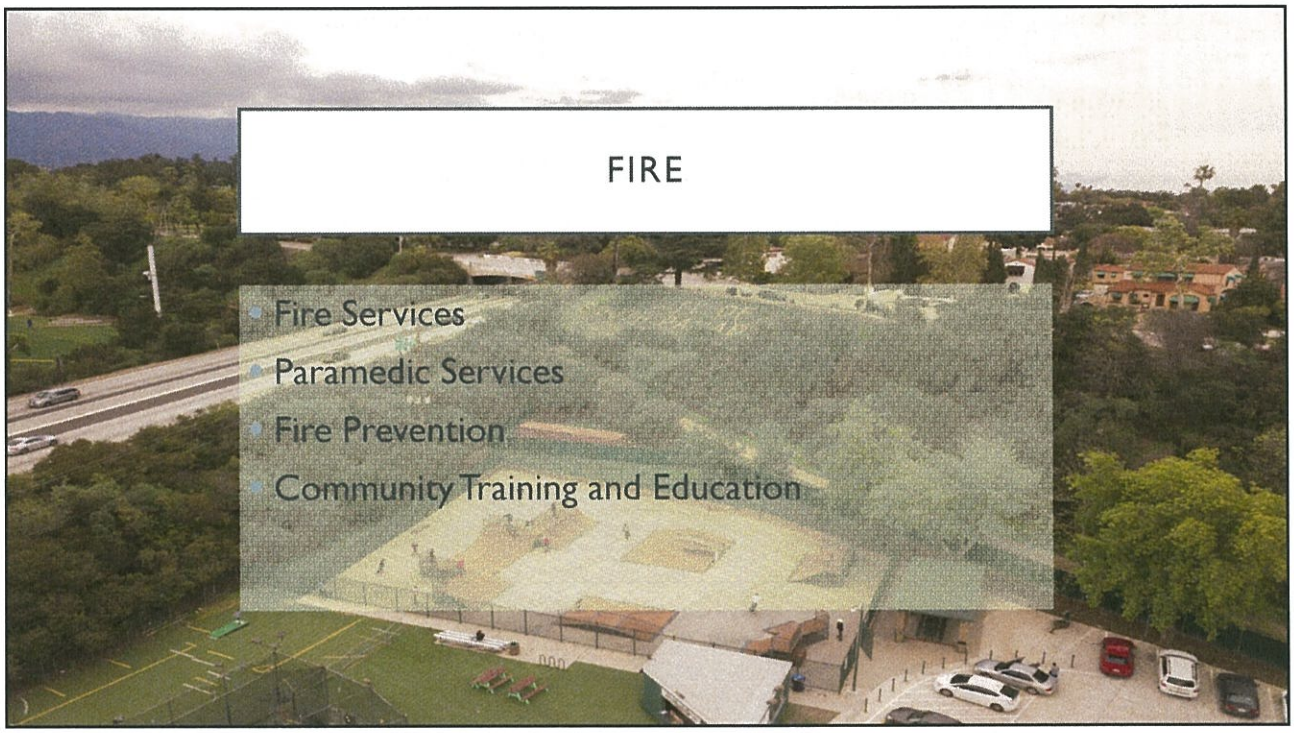
- 22% Crime Reduction
- Trained 380 People in South Pasadena Tactical Medical Program
- Added One Motor Officer
- Upgraded Dispatch Center
- Smoking Ordinance
- Purchased Electric Bicycle Fleet

PROPOSED BUDGET FY18-19

- Budget Amount: $8,815,924
- Personnel: $7,905,897
- Operations and Maintenance: $910,027

GOALS

- Continued Response Time of Less than Five Minutes
- Recruit & Retain Quality Personnel
- Active Shooter Training Program
- Expand Self Defense Classes
- Host a Citizen's Academy Course
- Host a Youth Academy Course



FIRE

- Fire Services
- Paramedic Services
- Fire Prevention
- Community Training and Education

ACCOMPLISHMENTS

- EMS Response Times
- Upgrade to EOC
- Community Emergency Response Team (CERT) Classes.
- Mutual Aid Agreement
- Local Hazard Mitigation Plan

PROPOSED BUDGET FY 18-19

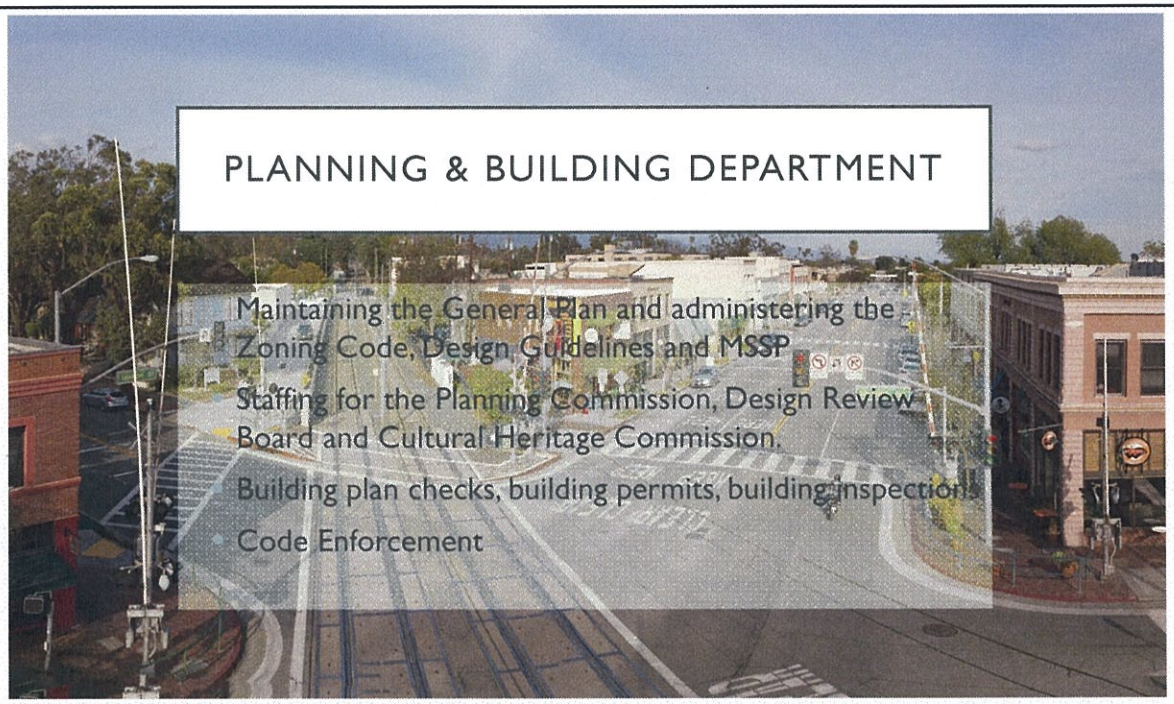
- Budget Amount: $5,088,250

Personnel: $4,456,550

Operations and Maintenance: $511,700

GOALS

- EMS Response Times
- Complete the EOC Remodel.
- Complete City Staff EOC Training
- Complete the Local Hazard Mitigation Plan (LHMP) Update
- Cert Classes - One of The Classes for School District Staff.
- Host Two Cert Refresher Classes.
- CPR Program with School District



PLANNING & BUILDING DEPARTMENT

- Maintaining the General Plan and administering the Zoning Code, Design Guidelines and MSSP
- Staffing for the Planning Commission, Design Review Board and Cultural Heritage Commission.
- Building plan checks, building permits, building inspections
- Code Enforcement

ACCOMPLISHMENTS

- General Plan/Downtown Specific Plan Update of Cultural Heritage Inventory.
- Cultural Heritage Ordinance.
- Affordable Housing Study Session

PROPOSED BUDGET FY18-19

- Budget Amount: $1,245,953
- Personnel: $680,773
- Operations and Maintenance: $565,180

GOALS

- Complete the General Plan/Downtown Specific Plan Update
- Inclusionary Housing Ordinance
- Accessory Dwelling Units Ordinance
- Soft Story Ordinance

LIBRARY

- Community Reading, Listening, and Viewing Materials
- City Events
- Cultural Enrichment

ACCOMPLISHMENTS

- Increased WiFi Coverage
- New Technologies
- New Computers
- "Sanctuary" art exhibition
- Summer Reading Program
- Library Operations Study

PROPOSED MANAGEMENT SERVICES BUDGET FY18-19

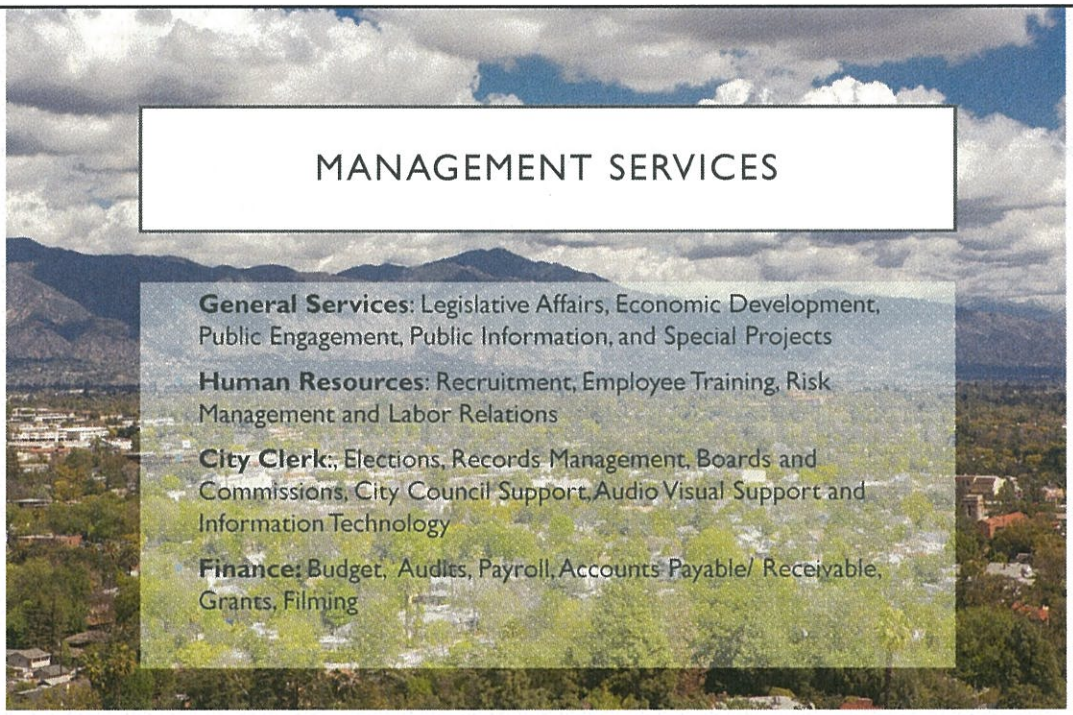
- Budget Amount: $1,754,789
- Personnel: $1,341,939
- Operations and Maintenance: $373,350

PROPOSED FINANCE BUDGET 18-19

- Budget Amount: $2,963,568
- Personnel: $ 1,638,008
- Operations and Maintenance: $ 1,325,560

GOALS

- Launch Library Foundation
- Increase Amount of Public Computers
- Make Local History Collection Available Online
- Increase Digital Resources and Market them to Library Users
- Farmer's Market Outreach



ACCOMPLISHMENTS

- District Elections
- Final Agreements with Full Time Employees
- Beyond the 710
- Capital Improvement Plan

PROPOSED BUDGET FY18-19

- Budget Amount: $2,790,184
- Personnel: $1,077,084
- Operations and Maintenance: $1,625,500

GOALS

- Utilize Highway Funds for Street Improvements
- 2018 General Municipal Election
- Economic Development Plan
- Proactive Legislative Management
- Long Range Financial Plan

NEXT STEPS

- Keep Pace with Expenditure Growth
- - Update Fee Study to Ensure Cost Recovery of Services
- - Optimize Economic Development Potential for Increased Sales Tax
- - Explore Grant Funding Opportunities
- - Maintain Users Utility Tax

WE WANT TO HEAR FROM YOU!

- May 16, 2018 through May 31, 2018
- E-mail: Budget@southpasadenaca.gov

South Pasadena Chamber of Commerce

Memo to: Stephanie DeWolfe, City Manager
Date: Friday, May 11, 2018
From: Laurie Wheeler
Subject: 2018-2019 Proposed Budget

The Business Improvement Tax was created in 1978 by City Council specifically to provide funding for the Chamber of Commerce, as the "one voice" for business in South Pasadena. The BIT has been, and continues to be, vital to the Chamber when it was implemented to bridge the traditional gap between funding and service expectations caused by the small business sector in a bedroom community.

The amount of funds allocated from BIT to the Chamber, as outlined in the annual contract and the City's adopted budget, are currently in the amount of $135,500. Of that allocation, $12,000 is mandated as a pass-through to the South Pasadena Tournament of Roses.

For the 2018-2019 fiscal year, we are requesting the annual allocation to remain at $135,500. Of that, $12,000 will continue to be used to fund the SPTOR. We are requesting an additional $22,000 from the BIT reserve for this fiscal year, with consideration to be given in 2019 to a permanent increase in the annual contract amount. The Additional funds will be used to help us sustain and grow the Eclectic Music Festival.

The Chamber fulfills all of the requirements of the BIT ordinance, and delivers on the requirements of the annual contract. Those requirements include:

1. The coordination of the holiday decorations
2. Investment in the promotion of public events that take place on or in public places
3. Furnishing music in public place
4. Engagement in the general promotion of retail trade activities in the 91030 zip code.

To this end, the Chamber operates a business resource center, visitor information center, a community art gallery and is a well-respected resource for connecting individuals and organizations in creating a strong community.

The Chamber sponsors the annual Eclectic Music Festival and Art Walk and quarterly Arts Crawl events, which the BIT helps to fund. For 10 years, the Chamber has produced these events to introduce (or reintroduce) South Pasadena's business district to potential customers, fulfilling 3 of the 4 mandates for use of the BIT funds. The recent Eclectic Music Festival on Saturday, April 28 was an extremely successful event. A rough estimate is that 12,000 - 15,000 people were out and about for the event (by comparison, the estimated attendance in 2017 was

WHEELER
Additional Material
AGENDA ITEM # 24
5/16/18 City Council Mtg.

cc: Council; CM; CA; CCC; Reference Binder; Original to 5/16/18 Addl Docs

8,000 people). Mission Street was closed for the first time in the history of the Eclectic, which brought the guests right to the heart of the business district. Merchants and restaurants in the footprint of the Eclectic all reported a higher-than-expected day for sales. The music venues were at capacity for the various acts. And Mission Street was packed with people enjoying an evening in South Pasadena.

As these events grow in popularity, the cost to produce them also increases. To date, most of the planning, designing and coordinating work has been done by volunteers, with a few paid contractors. We will use the additional funding to hire consultants/grant writers that will help us attract larger, corporate sponsors that can help underwrite the costs for this event. The website is in need of some more technical expertise and support than our current volunteers can provide; the graphics and marketing team will need some support to continue to produce the quantity of graphics needed to adequately promote the Eclectic.

The Chamber budget is allocated into three categories, the Business Improvement Tax (BIT), Chamber revenue and the weekly Farmers' Market. The BIT fund budget, along with statements of projected revenues for the year is below. Once approved, the contract will take effect on July 1, 2018.

CHAMBER BUDGET SNAPSHOT

	BIT	Chamber	Farmers' Market	Total
Income	$135,500	$102,216	$169,161	$406,877
Expense	$135,500	$113,229	$160,542	$409,271
Fund Balance	$ 0	($ 11,013)	$ 8,619	($ 2,394)

The following is a more detailed break-down of the funding of the programs and projects funded with the BIT allocation. Each of these meets the criteria for which the funds can be used:

Business Improvement Tax Allocations

	2017-2018		**2018-2019**	
Events – Arts Crawls	$28,000	21%	$30,000	19%
Events – Eclectic Music Festival	$33,000	24%	$53,000	34%
SPTOR	$12,500	9%	$12,500	8%
Mixers/ShopTalk	$ 3,000	2%	$ 3,000	1%
Holiday Decorations	$ 5,000	4%	$ 5,000	3%
Advertising	$ 8,950	7%	$ 9,000	6%
Business Resource Center (rent)	$15,517	11%	$15,900	10%
Administration	$29,533	22%	$29,100	18%
TOTAL	**$135,500**		**$157,500**	

Notes:
The South Pasadena Chamber of Commerce will continue to revise the budget so that it continues with the operations and programs that have become so successful, and does so in a financially responsible manner.

We respectfully request the renewal of our annual contract for 2018-2019 in the amount of $135,500, with an additional allocation from the BIT reserves in the amount of $22,000, with consideration given in the 2019-2020 fiscal year to increase the annual contractual allocation.

Respectfully submitted,
Laurie Wheeler
President/CEO

WATER QUALITY UPDATE

MAY 16, 2018

City of South Pasadena

Tonight's Discussion

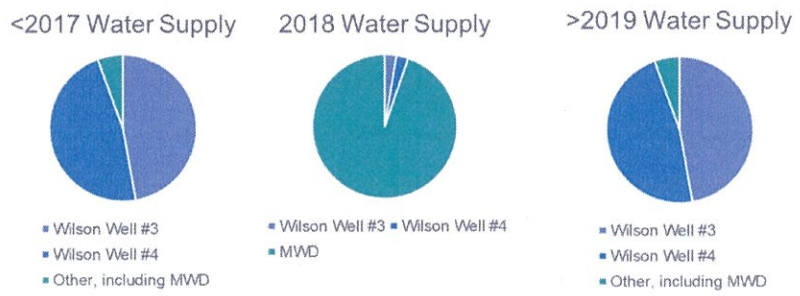
- The City has received 72 customer reports in the last 9 weeks regarding discolored water
- Want to report on the current situation, actions underway and how customers can be part of the process to resolve
- We have a handout that provides additional details and terminology
- We will address feedback and questions at the end of this presentation
- We'll get contact details for anyone who wants follow up
- We will upload this presentation and additional information to the City's website

2

Additional Material
AGENDA ITEM # 25
5/16/18 City Council Mtg.

Water supply change

- Historically – mostly groundwater
- New regulations restrict full use of wells
- Temporary solution – purchasing MWD surface water
- Installing treatment so we can reactivate wells



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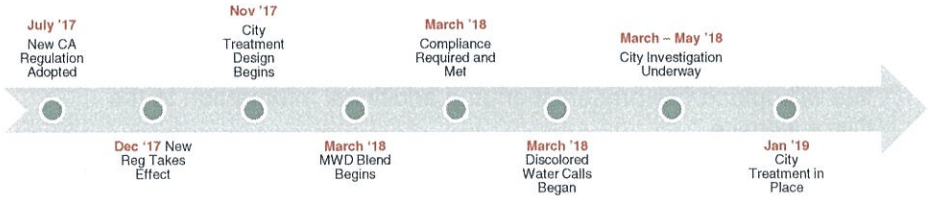
Why the change?

- New CA regulation for 1,2,3 TCP
- Approx 289 wells across state exceed 5 ppt
- Short compliance window
- City's interim and long-term solutions comply



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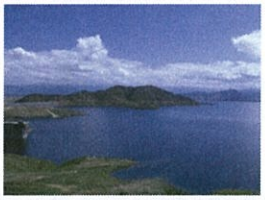
Interim water quality solution: blending

- MWD water
  - Largest distributor of drinking water in U.S.
  - Serves 300 cities and communities
  - City has used before



Water Source	Complied with pre-2017 CA standards	Complies with post-2017 CA standards	Complies with federal standards
Wilson Wells #3 and #4, no GAC	✓	✗	✓
MWD water	✓	✓	✓
Wilson Wells #3 and #4, with GAC	N/A	✓	✓

Results of interim supply

- City has met short compliance window
- City can meet water demands to 6,200 customer connection
- Unanticipated discolored water in some locations
- 72 reports received – but one is too many

Date	Calls
Jan-Feb 2018	0 calls
March 2018 (blend intro'd)	9 calls
April 2018	34 calls (8 were from the same service point)
May 2018	29 calls (5 were from the same service point)

6

Discolored Water Challenge: what we know so far, and the road ahead

Presentation to: City Council
City of South Pasadena

Issam Najm, Ph.D., P.E.
Water Quality & Treatment Solutions, Inc.
Los Angeles, California

WQTS

May 16, 2018

Discolored Water

- Discolored water is most often caused by a rise in the **iron** level in the water, and sometimes it may be caused by a rise in manganese.
- Iron can come from corroding pipes in two areas:
  - The City's own iron pipes in the distribution system
  - Galvanized plumbing inside buildings.
- We need to take a close look at where it is coming from because that helps focus the effort to control it.
- With a rise in iron, we always want to make sure we also look at any rise in harmful constituents such as lead, copper, and arsenic.

WQTS

8

Chlorine vs Chloramine

- It is clear that the discolored water events began to occur after the switch from local groundwater to imported surface water.
- The question here is: "*Is the imported water corrosive?*"
- In our opinion, the answer is "No".
- Our suspicion is that it is related to the change in disinfectant from chlorine (groundwater) to chloramine (imported water)
- The two possibilities are:
  - Either the chloramine itself is causing the release of iron from pipes,
  - Or the mixing of chloramine and chlorine in the system that is causing it

WQTS 9

Where do we go from here?

- We need to identify the location where the iron is coming from and make sure we understand what it carries with it.
  1. Develop and implement a clear monitoring plan.
  2. Continue to collect samples from impacted residences and analyze them thoroughly
  3. Quickly analyze the results and report back to City
- We will then be able to tell if the cause is the chloramine itself, or if it is the mixing of the chloramine with the chlorine.

WQTS 10

Solutions Underway

Flushing the mains system	✓
Dispatching test teams within 24 hours	✓
Talking to neighboring utilities	✓
Replacing City-owned galvanized lines Flushing dead-end mains Installing new hydrants	✓
Investigating temporary options	✓
Working toward permanent solution	✓
Working with homeowners	✓

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Response Process

- Call received
- Details logged
- Team dispatched (24 hrs)
- Samples taken
- Flushing performed/demonstrated
- Samples analyzed
- Follow up to customer
- Above actions logged
- Reports provided to State
- Contact summary loaded to website

12

Next steps for the City

- We will continue to send Water Operations team members to test discolored water – we try to do this within 24 hours of receiving a call
- Continue flushing of dead-end mains, installing of new hydrants to keep water flowing and replacing City-owned galvanized iron pipes
- Determine if 'corrosion control' is a viable solution
- Identify if a temporary GAC system is feasible
- We hope to have more answers for you in the next few weeks

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What residents can do

- If your water is discolored, call public works
- Flush your pipes
  - Go to the faucet in the highest point of your home, ideally a bathtub faucet
  - Turn on the cold water, allow it to flow for 30 seconds – 1 minute
  - Try to do this twice daily – when waking up and when coming home from work or school
- You can still conserve – we provide free buckets to catch water being flushed
- Regularly check the City's social media, newsletters and website for updates

14

DISCUSSION

Public Works: 626-403-7240

Community Opinion Survey

Conducted for the
City of South Pasadena

Presented By
Timothy McLarney Ph.D.

5/16/2018

TrueNorth Research

Additional Material
AGENDA ITEM # 2b
5/16/18 City Council Mtg.

PURPOSE OF STUDY

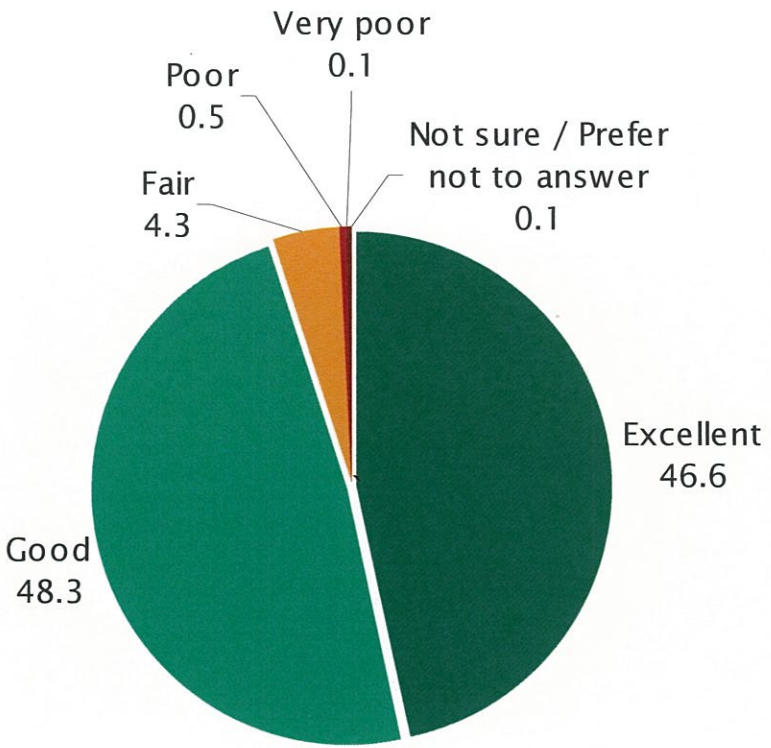
- Identify issues of importance to residents
- Measure satisfaction with City services
- Gauge opinions regarding the UUT, potential repeal, and related service impacts
- Profile agreement with City's Strategic Plan goal statements
- Identify preferred methods of City-resident communication

TRUENORTH RESEARCH

METHODOLOGY OF STUDY

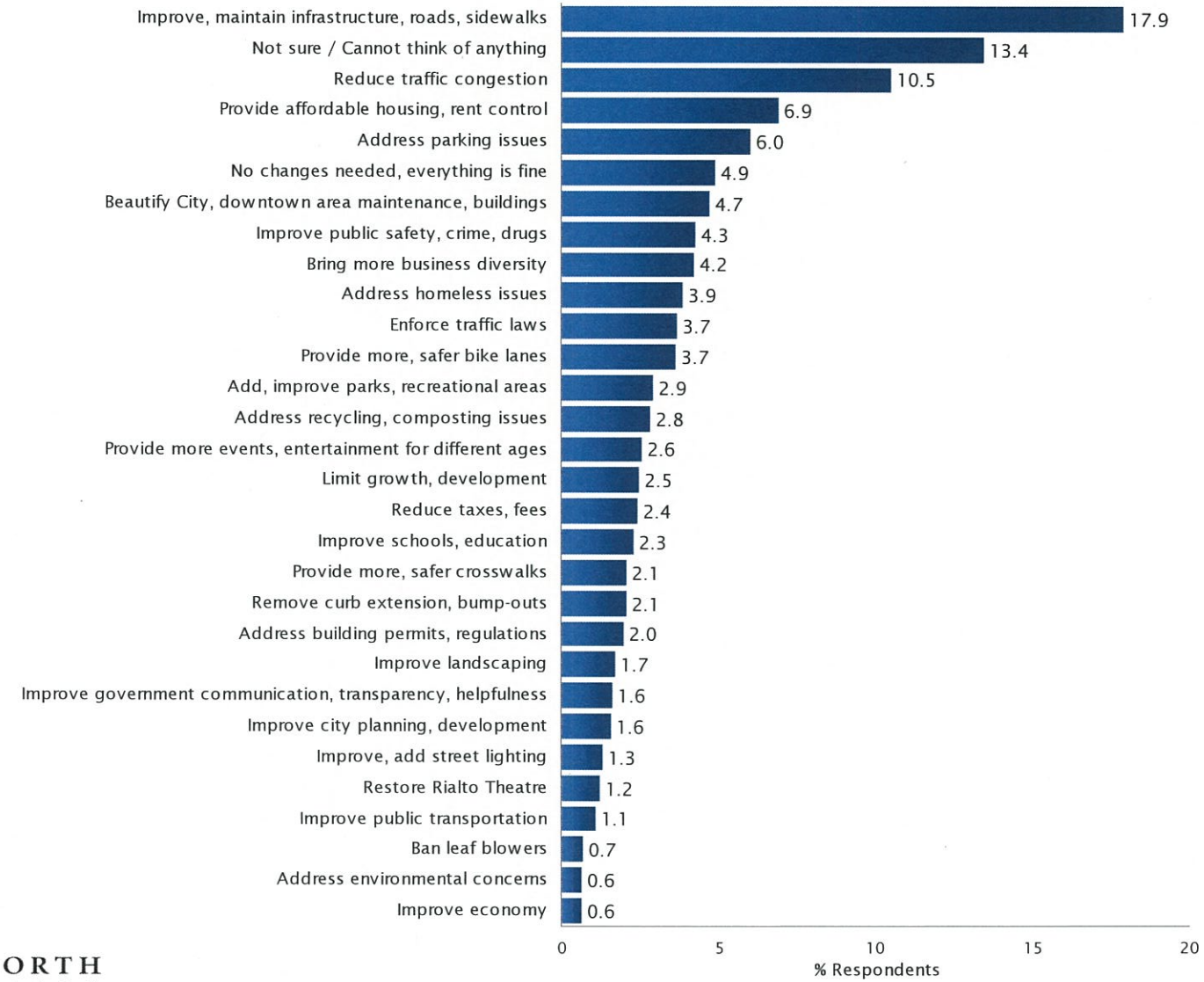
- Conducted April 13-30, 2018
- 593 residents completed the survey
- Mixed sampling methodology: drawn from combination of random voter sample, city-maintained files, private databases, and additional in-person recruiting at city events
- Recruiting via email and at in-person events
- Data collection online at secure, password-protected website

QUALITY OF LIFE



TrueNorth Research

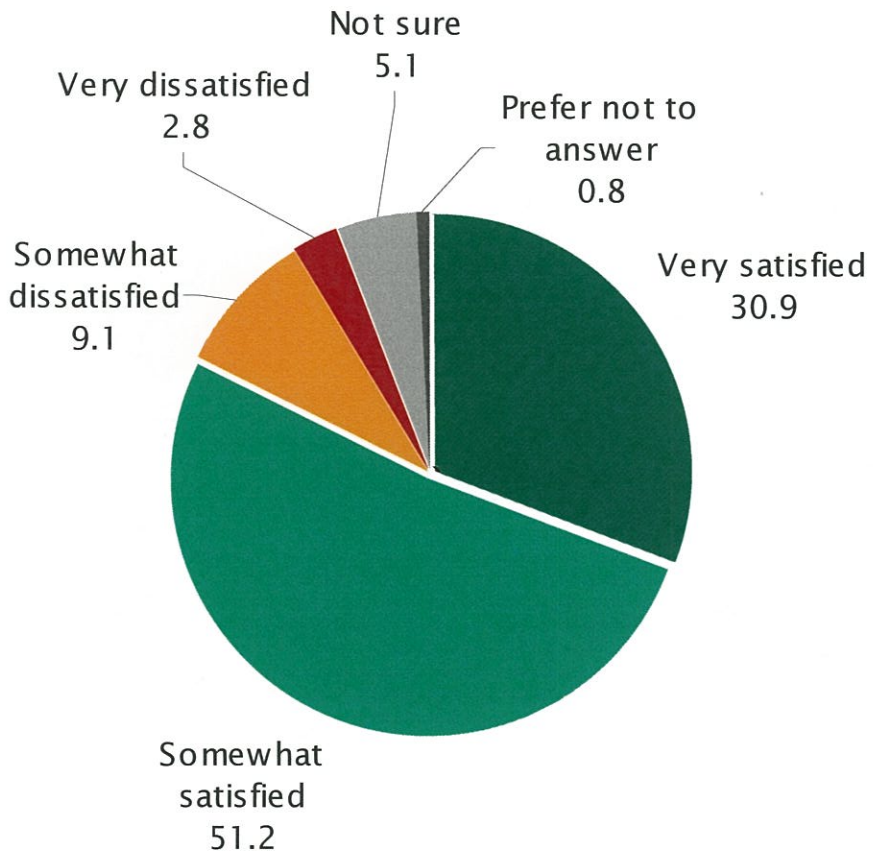
WAYS TO IMPROVE QUALITY OF LIFE



TRUENORTH RESEARCH

SATISFACTION WITH CITY SERVICES

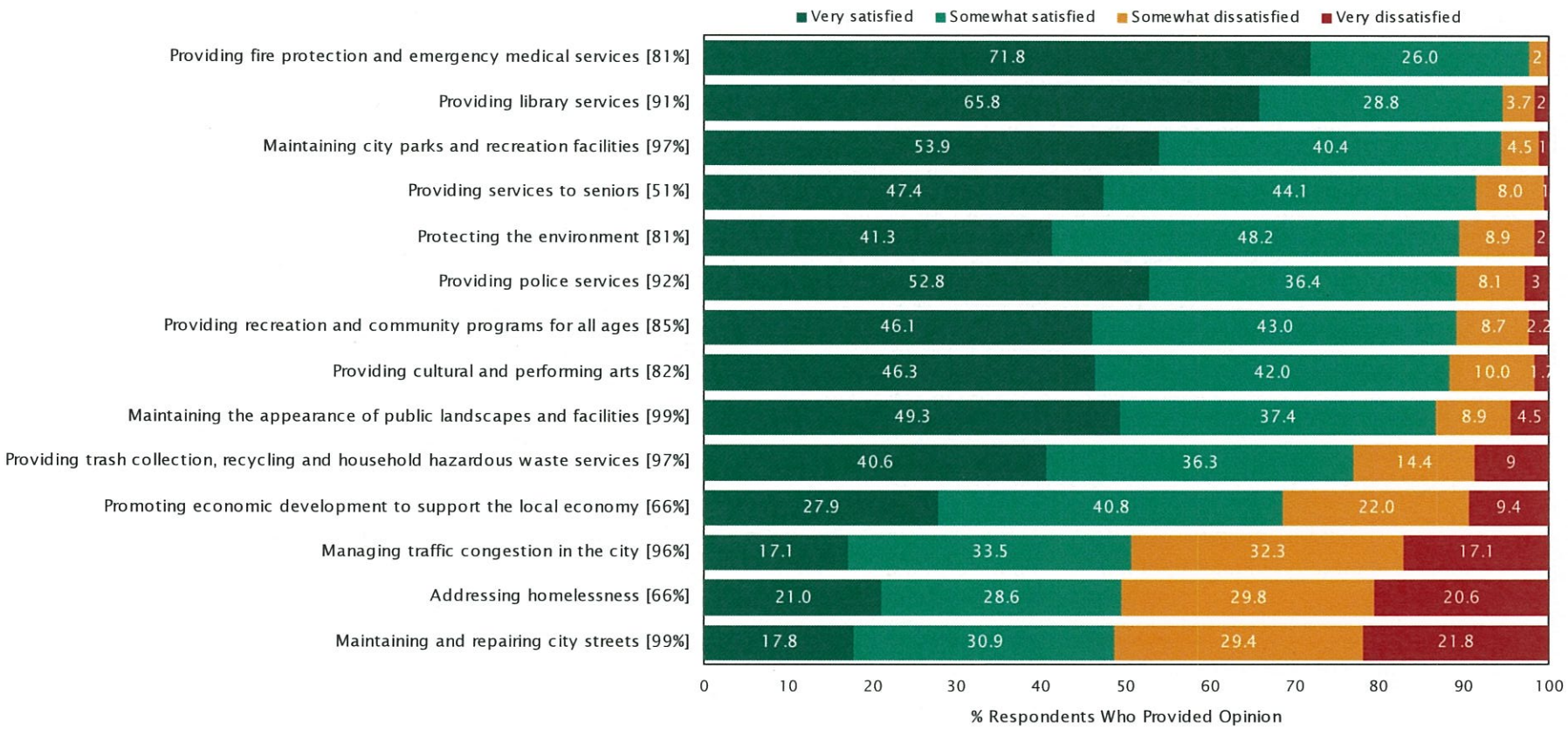
OVERALL



TRUENORTH RESEARCH

SATISFACTION WITH CITY SERVICES

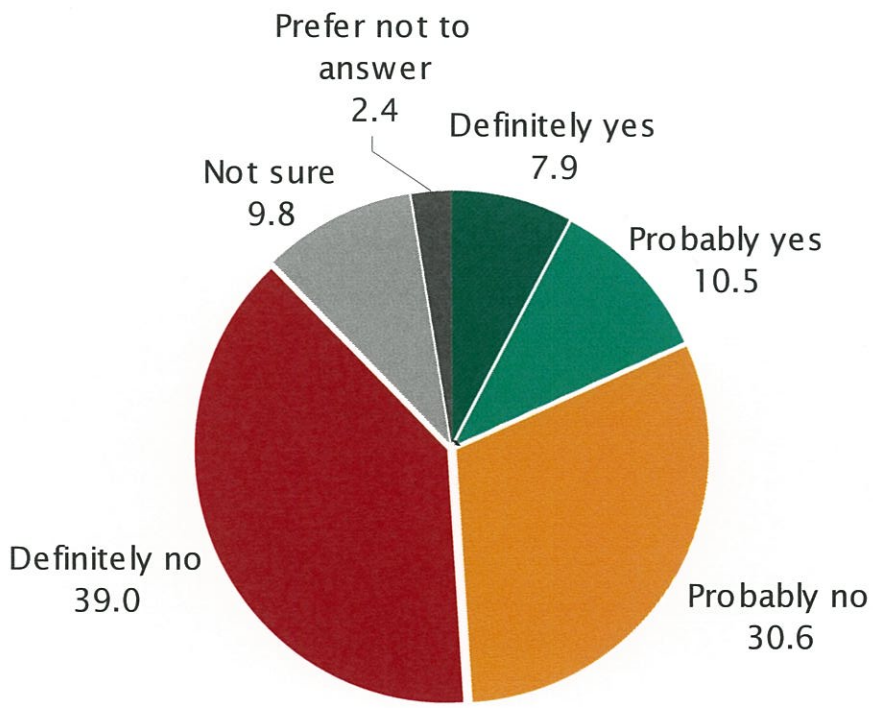
SPECIFIC SERVICES



TRUENORTH RESEARCH

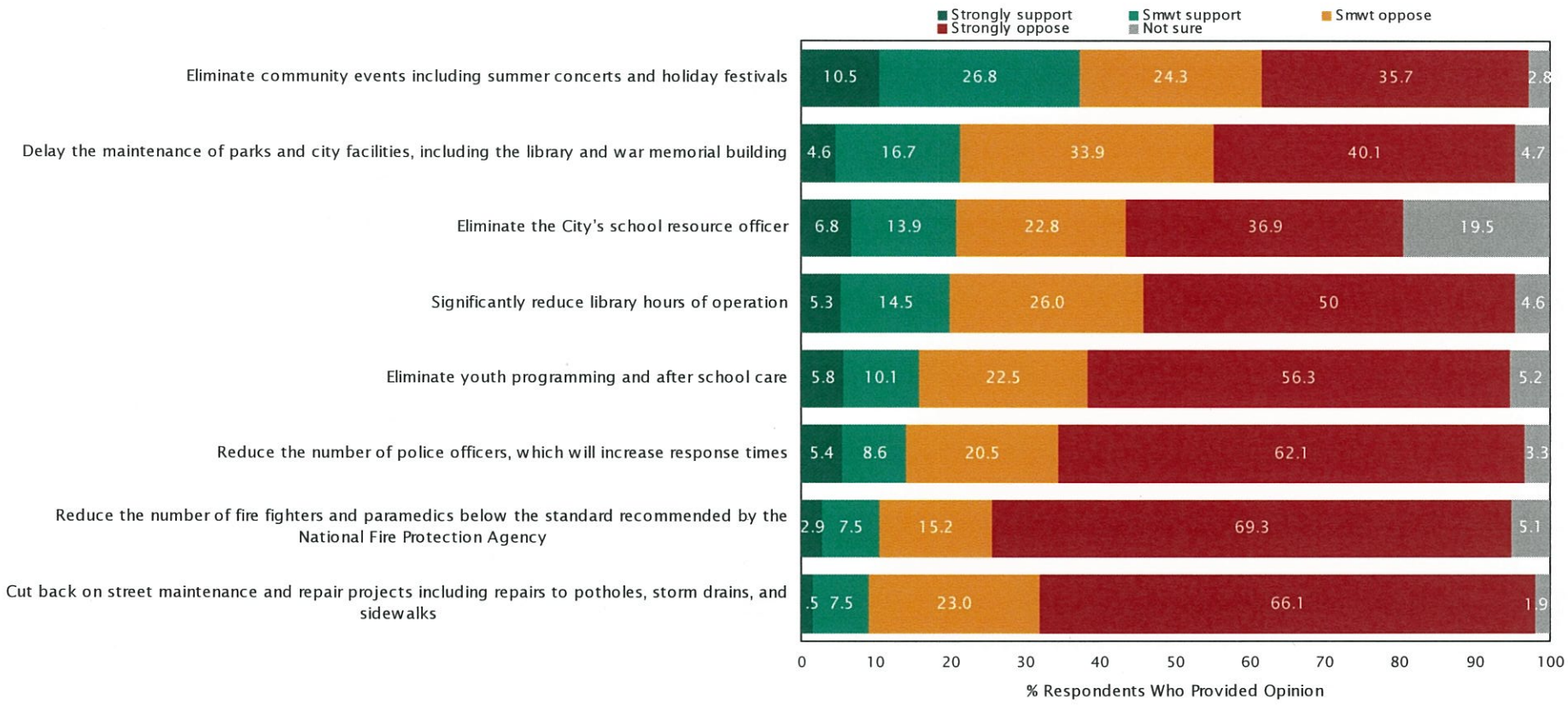
UUT REPEAL MEASURE

INITIAL OPINION



TRUENORTH RESEARCH

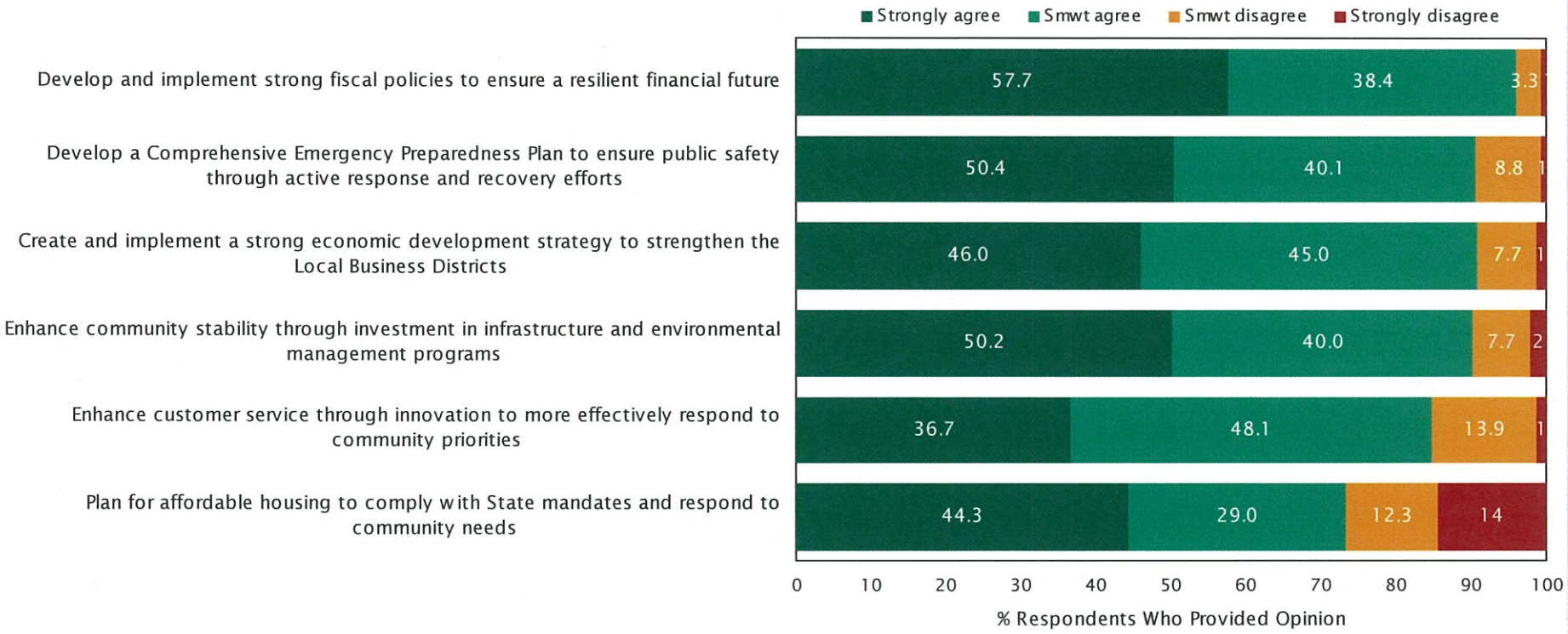
SUPPORT FOR AUSTERITY MEASURES



TRUE NORTH RESEARCH

STRATEGIC PLAN

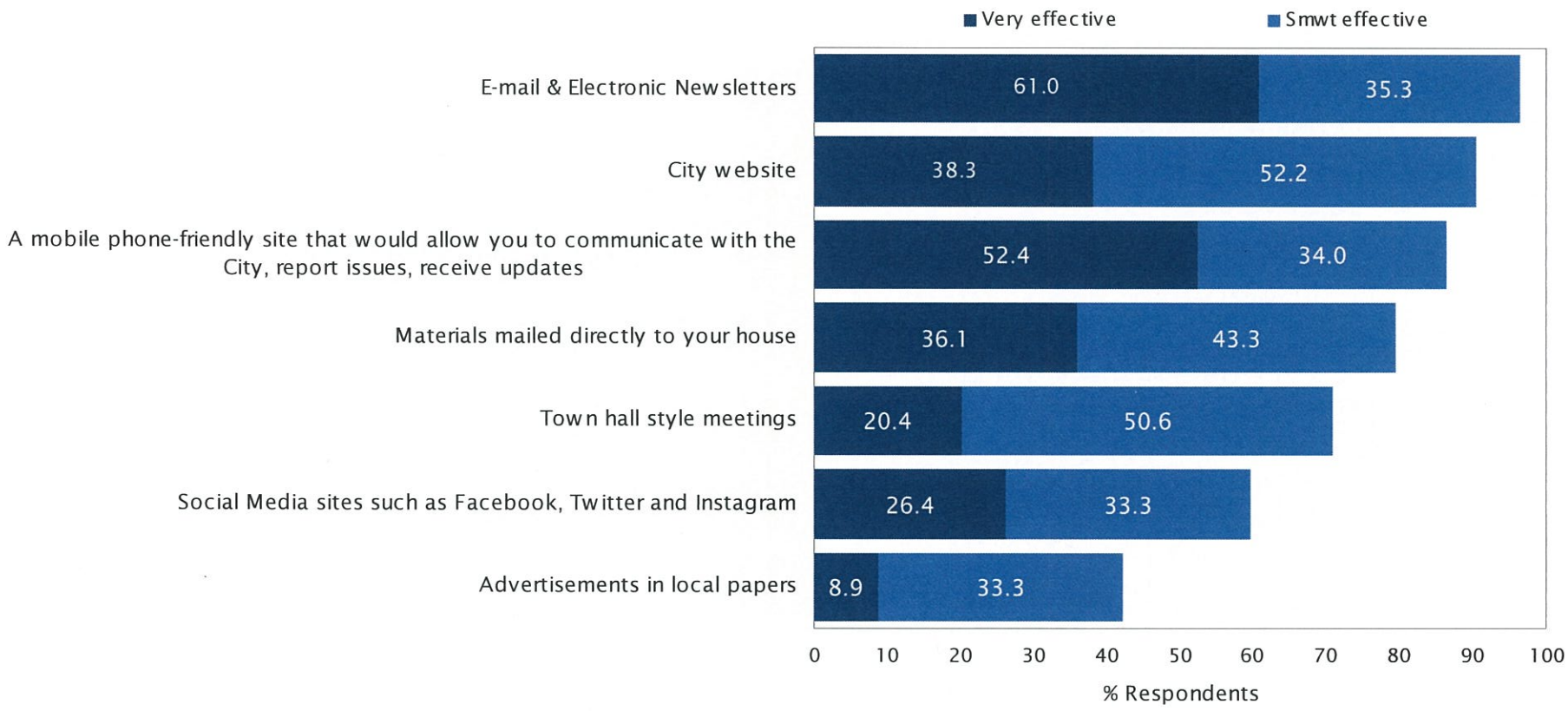
GOAL STATEMENTS



TRUENORTH RESEARCH

CITY-RESIDENT COMMUNICATION

MOST EFFECTIVE METHODS



TRUE NORTH RESEARCH

KEY CONCLUSIONS

- Residents have a high opinion of South Pasadena
  - As a place to live
  - City's performance in providing municipal services
  - They want to see service levels maintained/improved
- UUT repeal measure is opposed by vast majority (70%) of residents
  - Few are willing to accept service cuts in exchange for UUT repeal
- Strong agreement with City's Strategic Plan goal statements
- Digital communication methods are viewed as most effective

TrueNorth Research