City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, September 20, 2022 at 5:30 PM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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In Writing: Written comments received by 3 p.m. the day before the meeting will be distributed to City Council prior to the meeting. Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject line to which your comments relate. Any such comment that is a public record and is emailed to PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

The City Council Chambers meeting facility is accessible to people with disabilities. Every reasonable effort will be made to accommodate any person needing special assistance to attend this meeting. Contact the City Clerk at (530) 542-6005 at least 48 hours in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].

Spanish Interpretations: The public may access Spanish interpretation using the ZOOM link listed on the front of the Agenda from an internet device (smartphone, laptop, tablet, home computer) with audio capabilities and selecting the Spanish language option. Persons without an internet device may attend the meeting in-person and a device will be provided while supplies last. Requests for interpreter services to offer public comment may be made by contacting the City Clerk.

Call to Order/Pledge of Allegiance

Roll Call

Public Communications

This is the public's opportunity to speak on any topic NOT LISTED on this agenda. Comments shall be limited to four (4) minutes. In accordance with the Brown Act, the City Council cannot deliberate or vote on any matter raised under public communications, but may briefly respond to statements made or questions posed. (Government Code Sections 54954.2)

City Commission Reports

Consent Agenda

Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes.

The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

Pass a Motion to adopt the Consent Agenda in one motion except as indicated at each item.

1. Agreement with Data Transfer Solutions, LLC to Update Pavement Management Plan
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Data Transfer Solutions, LLC for an amount not to exceed $68,480 and a 9.5% contingency for an amount of $6,520 for updates to the City's pavement condition index (PCI) measurements and the City's paving and maintenance plan.
Responsible Staff Member: Randy Carlson, Associate Civil Engineer
Item 1 - Executive Summary.pdf
01-Staff Report-PMP Update.docx
02-Professional Services Agreement with DTS.pdf

03-DTS Proposal.pdf

2. Professional Services Agreement with Bureau Veritas Technical Assessments, LLC for ADA Self-Evaluation and Transition Plan Update
Requested Action / Suggested Motions: Pass a Motion to authorize and direct the Mayor to execute a Professional Services Agreement with Bureau Veritas Technical Assessments, LLC for a term of nine months in an amount not to exceed $189,526.00.
Responsible Staff Member: Rebecca Penado, Risk Manager
Item 2 - Executive Summary.pdf
01 - Staff Report.docx
02 - BVTA Professional Services Agreement v2
03 - ADA Transition Plan 2012.pdf
04 - Evaluation Scoresheet for RFP 2022-08-05.pdf

3. Agreement with Interwest Consulting Group, Inc. for Right of Way Support Services on Pioneer Trail Pedestrian Improvement Project Phase II
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Interwest Consulting Group, Inc. for an amount not to exceed $114,000 and 10% contingency for an amount of $11,000 for right of way support services on the Pioneer Trail Pedestrian Improvement Project Phase II.
Responsible Staff Member: Randy Carlson, Associate Civil Engineer
Item 3 - Executive Summary.pdf
01-Staff Report - Pioneer Trail.docx
02-PSA - Interwest Consulting Group - Pioneer Trail Pedestrian Improvement Project Phase II.pdf
03-Interwest Proposal.pdf

4. Agreement with Faithful + Gould for Facility Condition Assessment of City Facilities
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Faithful + Gould in an amount not to exceed $129,210 for a facility condition assessment of the City's general operation facilities.
Responsible Staff Member: Jim Marino, Capital Improvement Program and Facilities Program Manager
Item 4 - Executive Summary.pdf
01-Staff Report - Facility Condition Assessment.docx
02-Agreement
03-Proposal FCA South Lake Tahoe Faithful Gould.pdf

5. Lake Tahoe Airport Pavement Maintenance Matching Grant Application to Caltrans
Requested Action / Suggested Motions: Pass a Resolution authorizing the Airport Manager to apply for FY 2022 Caltrans AIP Matching Grant for Lake Tahoe Airport and appropriating $8,006 from General Fund Undesignated Excess Reserves for City grant match.
Responsible Staff Member: John Dickinson, Airport Manager

Item 5 - Executive Summary.pdf
01-Staff Report Matching Caltrans
02- Resolution FY2022 Caltrans AIP Matching Grant

6. Appropriation of $275,530 of Additional Project Construction Contingency Funds for the Recreation and Aquatics Center Project - Phase 1
Requested Action / Suggested Motions: Pass a Resolution appropriating an additional 10% project construction contingency from Measure P Funds in the amount of $275,530 for additional work

relating to utility infrastructure at the project site.
Responsible Staff Member: Jim Marino, Capital Improvements Project Manager
Item 6 - Executive Summary.pdf
01-Staff Report - Rec Center Phase 1.docx
02-Resolution-Rec Center Phase 1 Project Contingency.docx

7. Budget Transfer of $63,982.17 to Purchase Storage Pods for Parks and Recreation Department and For Other Miscellaneous Maintenance Needs
Requested Action / Suggested Motions: Pass a Resolution authorizing the transfer of $63,982.17 from the CIP Account for Pioneer-Ski Run Cameras to Miscellaneous Maintenance CIP Account.
Responsible Staff Member: Anush Nejad, Director of Public Works
Item 7 - Executive Summary.pdf
01-Staff Report - Parks Pods.docx
02-Resolution - Budget Transfer Pods.docx

Regular-Unfinished Business

8. Ordinance Amending Chapter 4.175 (Polystyrene and Plastic Food Packaging Regulations) of the South Lake Tahoe City Code to Establish a Municipal Use and Commercial Ban on Single-Use Plastic Water Bottles (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance amending Chapter 4.175 (Polystyrene and Plastic Food Packaging Regulations) of the South Lake Tahoe City Code to establish a municipal use and commercial ban on single-use plastic water bottles, and refer second reading to the City Council meeting on October 4, 2022.
Responsible Staff Member: Heather Stroud, City Attorney
Item 8 - Executive Summary.pdf
01 - Staff Report.docx
02 - Ordinance Amending Chapter 4.175 (Single-Use Plastics).docx
03 - Redline of SLTCC Chapter 4.175.pdf

Regular-New Business

9. Ordinance Amending Section 3.50.140 (Security for Collection of Tax) and Section 3.50.260 (Register to be Kept Two Years) of the City Code Chapter 3.50 (Transient Lodging) to Clarify Language Regarding Security Instruments and Register Retention Period (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance amending Section 3.50.140 (Security for collection of tax) and Section 3.50.260 (Register to be kept two years) of the City Code Chapter 3.50 (Transient Lodging) to clarify language regarding security instruments and register retention period, and refer to second reading for adoption on October 4th, 2022.
Responsible Staff Member : Ben Hannah, Accountant II
Item 9 - Executive Summary.pdf
01-Staff Report City Code Amendments.docx
02-Ordinance Transient Lodging.docx
03-Ordinance Redline.pdf

10. Community Services Officer Supervisor and Parking Ambassador Positions
Requested Action / Suggested Motions: Pass a Resolution authorizing amendment to FY 2022-2023 List of Allocated Permanent Positions to remove Lead Community Service Officer (CSO) and one CSO position and add a CSO Supervisor and two Parking Ambassadors, and

approving corresponding salary tables.
Responsible Staff Member: Sgt. Scott Crivelli and Chief David Stevenson
Item 10 - Executive Summary.pdf
01-Staff Report - CSO.docx
02-CSO Supervisor Classification.doc
03-Parking Ambassador Classification.doc
04-Resolution - CSO Supervisor and Parking Ambassadors.docx
05-Position Allocation 22-23 Oct. 2022 (Exh. 1 to reso).pdf
06-Salary Tables effective 10-1-22 (Exh. 2 to reso).pdf

Agenda Planning Calendar

11. Agenda Planning Calendar
Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager
Item 11 - Executive Summary.pdf
APC - 09 15 2022.pdf

Updates and Announcements (City Attorney, City Clerk, City Manager)

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Adjournment
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday September 20 2022 meeting of the City of South Lake Tahoe City Council was posted and available for review on Thursday, September 15, 2022 at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at https://www.cityofslt.us.

Signed September 15, 2022
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Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 20, 2022

Agenda Item #: 1

Agenda Item: Agreement with Data Transfer Solutions, LLC to Update Pavement Management Plan

Executive Summary: Council will consider authorizing a professional services agreement with Data Transfer Solutions, LLC. This agreement proposes to measure and update the City's pavement condition index (PCI) measurements. The consultant will also update the City's paving and maintenance plan that was last updated in 2008. The consultant will also review and update the City's current asphalt paving specification to ensure it is compliant with all applicable standards and industry practices.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Data Transfer Solutions, LLC for an amount not to exceed $68,480 and a 9.5% contingency for an amount of $6,520 for updates to the City's pavement condition index (PCI) measurements and the City's paving and maintenance plan.
Responsible Staff Member: Randy Carlson, Associate Civil Engineer

Responsible Staff Member: Randy Carlson, Associate Civil Engineer (530) 542-6033

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report-PMP Update.docx
02-Professional Services Agreement with DTS.pdf
03-DTS Proposal.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: September 20, 2022

Title: Professional Services Agreement for Updating of the City's Pavement Management Plan

Location: Citywide

Responsible Staff Member: Randy Carlson (530) 542-6033

Background: The City currently owns and maintains approximately 257 lane miles of streets. In order to prioritize the maintenance and rehabilitation of the City's roadways, a paving and maintenance plan is needed. The City currently has a Street Repair Plan that was completed in 2008. The City also has a five-year paving plan, but the document is quickly becoming outdated due to projects being completed and new utility projects that require the City to adjust our paving plan.

Issue and Discussion: With the passage of Measure S, a dedicated stream of funding is now available for maintaining and paving the roads. To ensure that the funds are spent as efficiently as possible, Public Works issued a Request for Proposals (RFP) for a professional consultant to measure the existing condition of our roadway network and to assemble a plan for both maintenance and paving. The measurements taken will include Pavement Condition Index (PCI) ratings for every City owned roadway. The plan update will provide detailed information on how to prioritize each roadway in the City, with suggested maintenance or rehabilitation treatments. The plan will also be utilized to assemble the annual Road Rehabilitation Project, as well as assist the Streets Department with prioritizing maintenance amongst the City's extensive roadway network.

On July 15th, the City issued an RFP to obtain a qualified consultant that could measure the roadway network PCI and assemble a detailed plan on our behalf. The RFP was posted on the City's Planet Bids website for 28 days and received three proposals from qualified candidates. A three-person review panel comprised of two staff members from Public Works and one from the Finance Department reviewed and scored the proposals. The panel independently rated and ranked each of the consultants as shown in Table A below. Data Transfer Solutions, LLC was determined to be the most qualified firm.

Table A

Firm Name	Score	Final Rank
Data Transfer Solutions	285	1
Quality Engineering Solutions	282	2
Nichols Consulting Engineers	275	3

The proposed Professional Services Contract will begin immediately with all pavement measurements being completed before winter. Once a draft plan is assembled, the consultant will provide a presentation to City Council over the wintertime to solicit Council and the public's input on the plan before finalizing it.

Financial Implications: The contract will be funded from the Street Overlay Program CIP account 301-50005. The account is funded in part by Measure S Sales Tax funds. The current available budget in the Street Overlay Program construction project account is $3,502,367. Sufficient funding is available for the professional services agreement with Data Transfer Solutions of $68,480 and 9.5% contingency of $6,520 for a total cost of $75,000. This amount will be transferred from the Construction to Professional Services line item upon approval of this PSA.

Table B

Item	**Cost**	**Account #**
PSA with Data Transfer Solutions	$68,480	301-50005-42020
9.5% Contingency for PSA	$6,520	301-50005-42020
Total	**$75,000**	

Environmental Considerations: This plan update is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2).

Policy Implications: This plan update is consistent with the City's Strategic Plan 2021-2026. It aligns with goal 1.4 Transportation, by planning the rehabilitation of City-owned streets. The plan update is also consistent with goal 5.3 Infrastructure and Maintenance. This plan update will achieve action item 1 by defining maintenance needs for the roadway network while simultaneously matching the project to available funding sources such as Measure S, Road Maintenance and Rehabilitation Account (SB1 Gas Tax), and in lieu paving funds from utility providers.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the ____ day of September 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Data Transfer Solutions, LLC ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until September 19, 2023.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $68,480.00 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership Of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. 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 for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, and records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents

shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

   City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

    Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

    a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a) (2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

    In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services is performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands,

actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance

policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
Attn: Randy Carlson
1740 D Street
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way Road, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Donna Huey
Data Transfer Solutions, LLC
3680 Avalon Blvd. E., Suite 200
Orlando, FL 32828

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract,

Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of

City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

    b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;
        ii. The person's or organization's policy of maintaining a drug-free workplace;
        iii. Any available counseling, rehabilitation and employee assistance program; and
        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

        i. Will receive a copy of the Consultant's drug-free policy statement; and
        ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

    Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

33. Mandatory Fiscal and Federal Provisions for Federally Funded Projects The articles contained in **Exhibit D** are incorporated herein to this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____
Devin Middlebrook, Mayor

CONSULTANT:

By _____
Donna Huey, President

Business License # 007776

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

ATTEST:

By_____
Sue Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

D. Scope of Work/Implementation

DTS understands that the City of South Lake Tahoe, CA maintains 127 centerline miles of pavement and approximately 1,434 pavement sections for evaluation. DTS will meet with City staff to determine the specific project-based needs but below is a sample methodology for performing a pavement condition assessment as well as a QA/QC Plan and project schedule.

Task A – Kickoff Meeting
DTS will begin the project by meeting with City staff to discuss the overall goals of the pavement evaluation project. During this meeting, DTS will confirm the project requirements and scheduling. The kick-off meeting will include proposed DTS key personnel and the City's project members. DTS will present the proposed Project Approach, which includes project equipment, software, methodology, schedules, and deliverables. The proposed approach will be finalized based on the City's requirements and decisions during the meeting. **A key component to this meeting will be a discussion on DTS' lessons learned during the 2015 pavement survey and how DTS can use that experience to leverage even greater value to the City from this 2022 data collection effort.** Any maintenance and rehabilitation (M&R) activities since the 2015 pavement survey will be an important component of the overall discussion. Project communication protocol, documentation, accounting methodologies, data format, and standards will be confirmed during the meeting.

Task B – Verify Inventory and Perform Condition Surveys
Prior to the project kickoff meeting, DTS will mobilize a Mobile Asset Collection (MAC) vehicle to the City of South Lake Tahoe in order to be present for the kickoff meeting and to provide an equipment demonstration to any interested City staff or elected officials. The following day, the DTS MAC field crews will begin the data collection survey on the City's street network and throughout the course of the project, will provide a "wheels-on-the-ground" verification of the City's current street network. DTS proposes to use its MAC vehicle line scan camera with laser illumination and four right-of-way cameras to capture ROW images to be used during the pavement rating process. The ROW images could also be used to assess condition for ratings on other above-ground infrastructure including but not limited to curb & gutter, sidewalks, ADA ramps, signs, signals, pavement markings, light poles, manhole covers, and fire hydrants. **A value-added benefit to the City of using the same data collection technology as the 2015 pavement survey is the use of the exact same sample locations as 2015, resulting in much more accurate deterioration curves and a truer representation of the City's pavement performance over time. This will also result in truer future budget scenario planning utilizing the VUEWorks software.**

A DTS Mobile Asset Collection (MAC) Vehicle

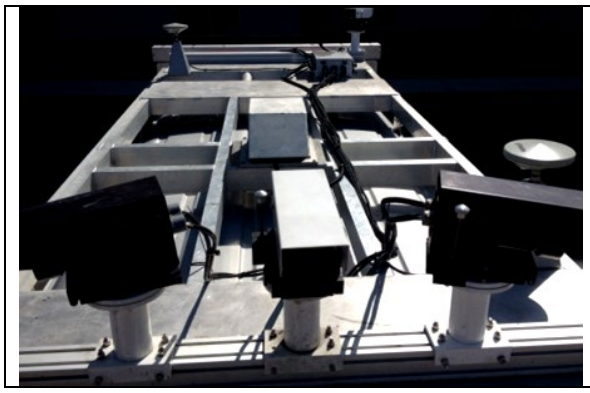
DTS operates a fleet of MAC vehicles with identical, redundant equipment on each vehicle. This allows the DTS team the flexibility to add additional MAC vehicles to the data collection efforts if for any unforeseen circumstances the data collection efforts fall behind schedule. Additionally, if a MAC vehicle experiences any equipment failure, DTS has the ability to immediately deploy an additional MAC van to the City of South Lake Tahoe to complete the data collection efforts within the agreed upon timeline.

The DTS Mobile Asset Collection vehicles are equipped with:

- **high-resolution right-of-way digital cameras (4)** – Allied Vision Prosilica GX1920C GigE, frame rate of 15 images per second and 1936 x 1456 color resolution
- **LRIS pavement imaging system** – collects high-definition pavement images used to extract distress type severity and extent measurements. 4096 pixel/line, 28,000 lines/sec, 1mm resolution
- **ApplanixPOS220V inertial measuring unit (IMU)** – centimeter-level positioning of MAC van during collection
- **DMI equipment** – distance measuring instrument used for system integration
- **GPS equipment** – used for mapping level positioning of the vehicle, heading information and positional tagging of images. 2 positional units, 1 differential unit
- **Servers** – on board servers for storing data, processing images and storing profiler, GPS, DMI and IMU data
- **surface (road) profiler** – used for precise pavement ride and rut measurement

Image Collection

DTS collection vehicles are outfitted to collect color right-of-way images synchronized to the MAC DMI, IMU and GPS. The standard configuration of a MAC vehicle utilizes a 4-camera configuration: 3 forward-facing for a 120-degree view and one rear-facing for a 90-degree view. These cameras have a 1936x1456 resolution. Roadway photograph collection will be triggered by our DMI and will be calibrated to collect every 15 feet or more frequently if necessary. Additionally, DTS collects data and imagery in both directions on every street within the City. This will allow DTS to provide 100% continuous image coverage along the roadway. The forward cameras can auto adjust from light to dark exposure and vice versa in 60 feet, quicker at lower speed situations.

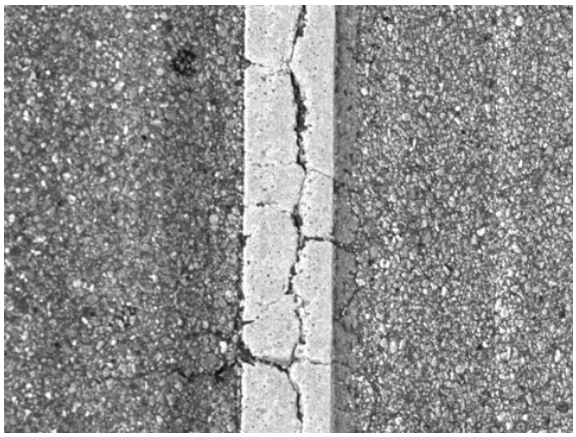


The MAC images and data collected will be defined in the data element delivery structure required by the City of South Lake Tahoe. **The DTS MAC system collects all pavement and right-of-way images, IMU, DMI and profiler data concurrently.**
DTS will also provide digital images of all streets and roadways surveyed in a format compatible with Esri ArcGIS. These images are clipped at a distance of 15 feet and saved as industry-standard JPEGs. Right-of-way photographs will be collected every 15 feet or more frequently and will provide image coverage along the roadway for any other ROW assets that may be of interest.

Pavement Condition Assessment and Rating

Pavement Surface Imaging Rating:
DTS pavement imaging sensors are oriented from nadir (straight-down) to achieve the best perspective, laser-illuminated to ensure uniform image contrast and GIS-integrated to provide geospatial distress vectors (points, lines and polygons) that can be loaded and verified using GIS.

- DTS will utilize a downward-facing, progressive line scan camera that provides high-resolution images (1mm pixel, 4,000 pixels wide, and ~12 feet width) of the pavement surface to clearly detect and quantify distresses.
- pavement surface imaging (JPEG format) will span, at a minimum, the data collection lane from left lane stripe to right lane stripe, and will provide 100% continuous pavement coverage
- image resolution will be such that all visual cracking distresses can be accurately identified and quantified
- images will have a minimum horizontal resolution of 4,000 pixels or better
- images will be synchronized with the City of South Lake Tahoe's GIS centerline files
- DTS will collect longitudinal profile and roughness data (IRI) to provide a ride comfort index for each segment to be used in calculation of the segment PCI

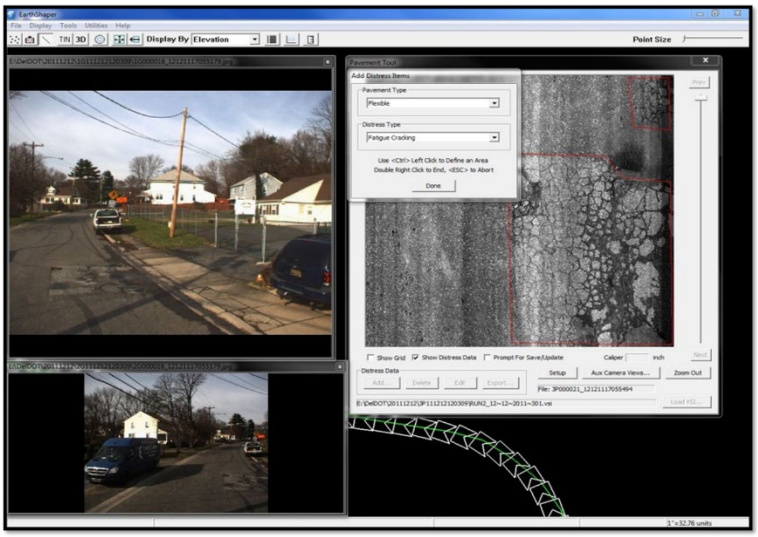


Pavement Image Captured with the 4K Laser Road Imaging System

Pavement Evaluation:
DTS' pavement line scan images allow pavement evaluators to determine the type, extent and severity of pavement distresses for a complete and thorough evaluation of the existing pavement condition per the MTC Pavement Distress Identification Manual standards. **Since 2015, DTS has been rating pavement for MTC's largest PMS client, the City of Houston, TX. DTS' pavement engineers have in-depth knowledge of the MTC PMS requirements.**

To perform the pavement distress evaluations, DTS utilizes its EarthShaper™ production software. EarthShaper™ is a desktop extraction and analysis tool that allows us to determine distress types and severity during the pavement evaluation. **The EarthShaper software gives DTS a distinct advantage over competitive software packages because it removes the "black box" portion of pavement rating. All distress vectors can be viewed and edited through this workflow, resulting in a more accurate product for the City of South Lake Tahoe. It also adds another element to the QA/QC process, allowing for more accurate data review and confirmation through a streamlined data reduction workflow.**

Moreover, the EarthShaper™ application allows for efficient data creation through the use of simple point, line and polygon vector tools. It is capable of producing direct visualizations of pavement distresses. Users can also assign condition inventory ratings to data inside of EarthShape



Pavement Condition Evaluation within EarthShaper™ software

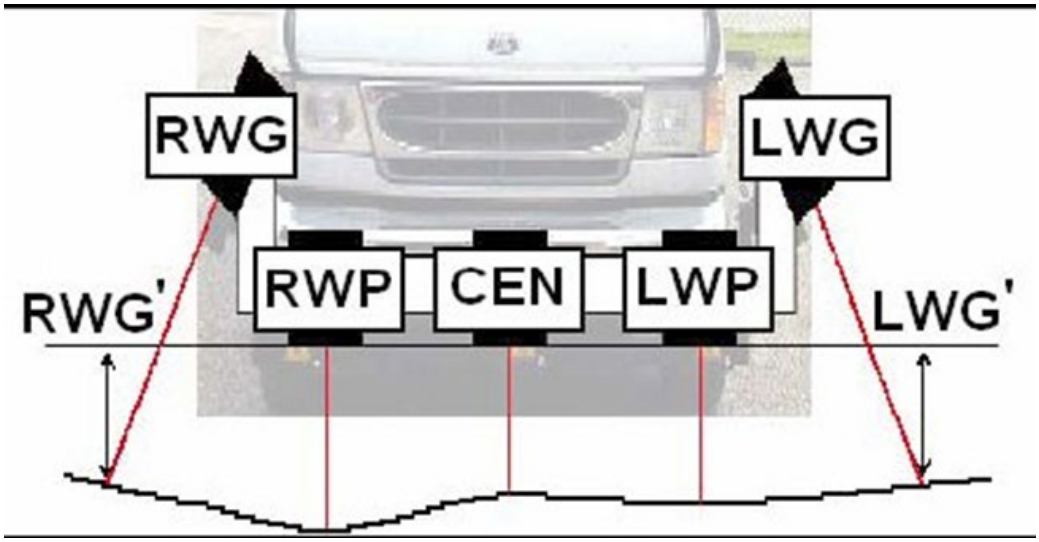
Rutting and Ride Quality Evaluation

For every pavement survey project, DTS also collects rutting and ride quality. DTS utilizes a surface profiling system manufactured by International Cybernetics Corporation (ICC) for evaluating the smoothness of pavement. The profiler uses infrared lasers and precision accelerometers to obtain accurate and precise profile measurements at speeds up to 65 mph. **This data provides an additional value-add to the City of South Lake Tahoe.**

DTS MAC technicians have been trained and certified by ICC for the operation of road profilers and imaging systems. The proposed MAC vehicle for this project has been certified by ICC. **Furthermore, DTS' MAC vehicle has received independent inertial profiler certification from the Texas A&M Transportation Institute**.

By utilizing 5-laser profilers, DTS captures the left and right wheel path as opposed to a 3-sensor configuration which provides only the estimated "center rut" by comparing the height at the center of the pavement with the average depth in the wheel paths. The 5-laser profiler provides the true rutting of the road and allows greater precision and repeatability. Rut depth is calculated where RWP, CEN and LWP are the respective distances between the right wheel path, center and left wheel path sensors and the pavement surface. The right wing (RWG) sensor and left wing (LWG) sensors are used to determine pavement surface heights (RWG' and LWG') at the edges of the test lane.

Finally, the 5-sensor configuration allows separate rut measurements for each wheel path.



Rutting Data with a 5-Laser Profiler

Task C – Budgetary Analysis & Final Reports
Once the PCI has been calculated and loaded into **DTS' VUEWorks** software, DTS will provide a final report detailing the pavement condition assessment methodology, summarizing current conditions of the City of South Lake Tahoe's roadway network, and providing budgetary analysis and decision tree recomendations.
A Final Pavement Condition Index Report will be delivered for the project including:

- Executive Summary
- Project methodology and pavement data
- Individual Street segment PCI for all streets as well as arterials and collectors only
- Exhibits showing PCI and street segment length, lanes and pavement type
- Inventory reports for the entire database
- Benefit/Cost Analysis
- A Maintenance and rehabilitation decision tree
- Budget Needs reports
- Budget Scenarios reports
- Five-year work plan giving recommended treatment types and schedule
- Multi-year work plan giving recommended treatment types and schedule for every road in the City

Task D – Present Paving Plan Update to City Council
Once the final pavement report has been accepted by City staff, this report can be used for reporting budget needs or shortfalls to boards, commissions and committees. DTS has performed this task for many municipal government staff members on past projects and is well-versed in presenting relevant information to local officials and constituents that support the proposed fiscal budget requests.
DTS' project Pavement Engineer, Todd Spangler, P.E., will work with City staff to present a report to the City of South Lake Tahoe City Council that has been agreed upon by all project stakeholders. This presentation will provide a summary of the pavement network, PCI update, development of the decision tree, cost/benefit analysis, proposed 5-year plan, and full implementation program.

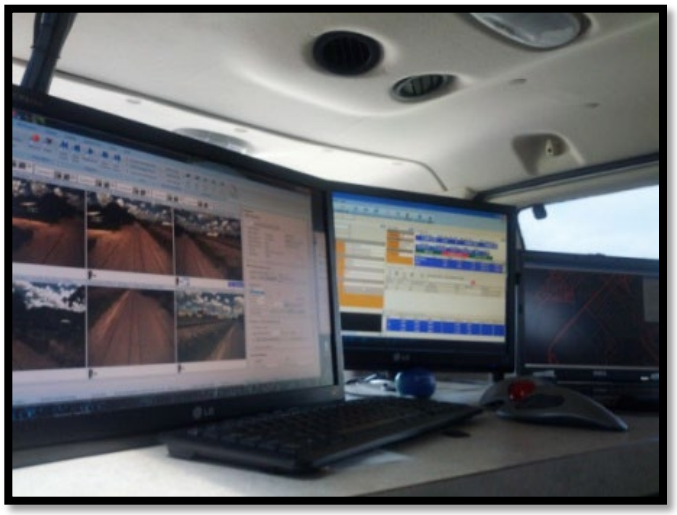
Task E – Review and Update the City's Paving Specifications (Optional)
If the City so chooses, DTS can work with City staff to review and update the City's current paving specification plan. Having worked with the City in 2015, DTS is already familiar with the plan and can leverage knowledge and experiences from our past and existing nation-wide clients to develop best practices and industry standards that best suite the local conditions and needs in the City of South Lake Tahoe.

DTS Project Management and QA/QC Philosophy
Project Management: The DTS team will provide a safe and cost-effective collection and extraction methodology that will save time and money with this project while meeting or exceeding client expectations on both time and budget.

DTS has several PMI-certified project management professionals including the proposed Project Manager who oversee and guide our project planning and execution. Our project management plan will adhere to the planning processes as defined by the Project Management Institute and as detailed in the Project Management Body of Knowledge. The plan will encompass all phases of the project including planning and organizing, communication, scheduling and controlling and coordinating

Quality Assurance/Quality Control: DTS has a proven Quality Assurance/Quality Control procedure for all MAC image collection projects. DTS' QC procedures begin with our MAC image collection process. The MAC technician will check each camera's exposure rate, image quality and GPS and IMU operation to ensure the MAC system is recording the image, GPS, DMI and IMU data and that the GPS location is within the stated project tolerance. Each collection day's calibration collection will be documented in the MAC collection log book.

The MAC calibration/control site, which serves as a quality control for data collection, will consist of a minimum of 9 grid pavement points that are surveyed for a precise and accurate image daily calibration check. Each MAC vehicle will collect the calibration site every day of collection for the project duration as a MAC system QC item. This process ensures that each day's run can be calibrated based on the accuracy requirements (sub-meter) of the project. The MAC system is capable of collecting all right-of-way images and pavement data concurrently. During image collection, the MAC technician reviews the images collected on-screen as they are collected and any issue with image clarity requires the collection run to end and the image quality issue to be resolved. This provides real-time verification that the equipment is operating correctly. Once resolved, the collection run begins from the beginning for the road segment collected. The MAC technician also monitors GPS reception during collection. If GPS reception is lost measured using PDOP (positional dilution of precision), the MAC technician stops the collection and resolves the GPS reception issue. Collection begins again once the GPS reception issue is resolved.



DTS employs an originator/checker process for processed and compiled data where the project engineer (originator) provides a qualified project QC checker to review and check processed and compiled data. The QC checker reviews calibration/correlation data and imagery for data anomalies and inconsistent pavement data, false positives (incorrect distress) pavement distress vectors and quality of post processed MAC imagery. The project manager, engineer and QC checker determine if any errors found require a run to be recollected and processed or reprocessed and reviewed again.

Prior to all interim and final submittals to the client project manager, DTS will perform a quality assurance review. A DTS representative will review all quality control memorandums and checks with the project manager and project quality control officer. This step assures the City that DTS has followed all of the stated quality control procedures outlined in this response and the DTS Quality Assurance/Quality Control manual. DTS will update the City on any sections of roadway that could not be collected and the reasoning such as it is a private gated community, dirt roads, etc.

PROPOSED SCHEDULE:

Task	Proposed Date Complete / Explanation
A. Kickoff Meeting	1 day
B1. Pavement Distress Data Collection	7 days
B2. Processing of Pavement Inventory Data	2 days (after road inventory complete)
C. Final Data Deliverables, Budgetary Analysis & Final Reports	30 days (after road inventory complete)
D. Present Paving Plan Update to City Council	1 day

EXHIBIT B

COMPENSATION SCHEDULE

E. Project Budget

City of South Lake Tahoe, CA Pavement Management Program Update 2022 Data Transfer Solutions, LLC				
Task	**Description**	**Units**	**Unit Cost**	**Fee**
A	Project set-up, GIS centerline file review, project kickoff*	1	$5,000	$5,000
B1	Mobilization	1	$3,000	$3,000
B2	Pavement data image capture (centerline miles)	127	$120	$15,240
B3	Pavement condition rating per MTC Manual (centerline miles)	127	$120	$15,240
B4	PMS Integration	1	$5,000	$5,000
C	Budgetary Analysis & Final Reports***	1	$10,000	$10,000
D	Present Paving Plan Update to City Council	1	$5,000	$5,000
Based on 127 centerline miles**				
Total Fee**				**$58,480**
E	Review and Update the City's Paving Specifications (Optional)	1	$10,000	$10,000
Total Fee including Optional Task E				**$68,480**

*Assumes centerline file will be provided in GIS and not require edits.

**Cost estimate is subject to change if units change. DTS will collect pavement data with two-way roads receiving two passes, one-way roads receiving a single pass per lane, the outside lane in each direction for four-lane roads, and the outside and inside lanes in each direction for six-lane roads

***Includes one iteration of budget scenarios, and one modification, if necessary

****DTS will bill lump sum based on percent complete for each task item.

G. Anti-Lobbying Certification Form

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant: Donna Huey
President, Data Transfer Solutions

By: _____ Date August 12, 2022

dts MAKERS OF VUEWorks

Member of the SNC-Lavalin Group

RFP Project 22-30150005-RFP#3 | Request for Proposal for

Pavement Management Program Update 2022

Prepared for the City of South Lake Tahoe, CA

Prepared by **Data Transfer Solutions, LLC (DTS)**
3680 Avalon Blvd. E., Suite 200
Orlando, FL 32828
www.dtsgis.com

Submitted
August 12, 2022

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dts
MAKERS OF VUEWorks.

August 12, 2022

Randy Carlson
Associate Civil Engineer
Public Works Department
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150

Dear Engineer Carlson and Selection Committee,

Data Transfer Solutions, LLC (DTS) is pleased to submit our proposal response to the City of South Lake Tahoe RFP # 22-30150005-RFP#3 Pavement Management Program Update 2022.

DTS performed similar services for the City of South Lake Tahoe in 2015, which included automated mobile data collection of 127 centerline miles of roadways and collection and condition assessment of pavement, traffic signs, sidewalks, pavement markings, curb ramps, guardrails, water valves/blowoffs, fire hydrants, manholes, cleanouts, street lights, traffic signals, transformers, utility poles, bike paths, and pavement utility cuts; establishment of an Esri geodatabase; and setup and integration of the VUEWorks asset management system.

Data Transfer Solutions, LLC (DTS), formed in 2006, is a transportation planning, engineering, GIS and asset management solutions company headquartered at 3680 Avalon Park Boulevard, Suite 200, Orlando, Florida 32828 with a telephone number of (407)-382-5222. DTS is a Business Unit within Atkins North America, Inc., a wholly owned subsidiary of SNC-Lavalin Group, Inc. with regional offices in **Reno, NV**. DTS has compiled asset data for over 100 asset management projects including videolog applications, pavement condition surveys and roadway geometrics. **DTS has professional engineers on staff available for this contract for providing analysis of the data and recommendations including pavement management system options, long term pavement preservation strategies and pavement treatment and budget optimization. DTS' Mobile Asset Collection (MAC) vehicle has received independent inertial profiler certification from the Texas A&M Transportation Institute. Furthermore, DTS is an Esri Business Partner and Beta Tester. DTS, as the makers of VUEWorks software, has unsurpassed experience integrating pavement and Right-of-Way data with the Asset Management Software.**

We appreciate the opportunity to submit this proposal and look forward to continuing a long-term relationship with the City of South Lake Tahoe. DTS' main point of contact, Donna Huey, President of DTS, can be contacted at corporate headquarters which has a physical and mailing address of 3680 Avalon Park East Blvd., Suite 200, Orlando, FL 32828, (407) 382-5222 and donna.huey@atkinsglobal.com. This proposal shall remain valid for a period of not less than 120 calendar days from date of submittal.

Sincerely,

Data Transfer Solutions LLC

Donna Huey
President

B. Executive Summary

Data Transfer Solutions, LLC (DTS), formed in 2006, is a transportation planning, engineering, GIS and asset management solutions company headquartered in Orlando. In the last 5 years, DTS has compiled asset data for over 100 asset management projects including videolog applications, pavement condition surveys and roadway geometrics, signs, manholes, inlets, guardrails, fire hydrants, sidewalks, signals and pavement markings. **DTS has professional engineers on staff available for this contract to provide analysis of the data and recommendations including long term pavement preservation strategies and pavement treatment and budget optimization.** DTS is a Business Unit within Atkins North America, Inc., a wholly owned subsidiary of SNC-Lavalin Group, Inc.

DTS is committed to timely and accurate performance on this project and will dedicate as many Mobile Asset Collection vehicles as needed to the project in order to meet the City's preferred schedule. **DTS is the only firm responding that provides the full life-cycle of asset management services in house and still maintains the core team that provided the 2015 services to the City.** Our knowledge, expertise and experience cover the gamut from data collection and analysis through maintenance and ongoing management. DTS has rigorously tested equipment that is independently certified by the Texas A&M Transportation Institute (TTI) and International Cybernetics Corporation (ICC). The TTI certifications were obtained in 2015 to present for 2022.

A partial listing of DTS' pavement or ROW data collection clients includes Salt Lake City, UT; Salt Lake County, UT; Payson, UT; West Jordan, UT; Pitkin County, CO; Basalt, CO; San Antonio, TX; Bexar County, TX; Houston, TX; Austin, TX; El Paso, TX; Fort Worth, TX; Amarillo, TX; Arlington, TX; Plano, TX; Galveston, TX; New Braunfels, TX; New York City, NY; Charlotte, NC; Indianapolis MPO, IN; Orlando, FL; Albuquerque, NM; Farmington, NM; Knoxville, TN; New York State DOT; Arizona DOT; New Jersey DOT; Colorado DOT; Rhode Island DOT; Minnesota DOT; Delaware DOT and Florida DOT. Additionally, DTS has been selected as a service provider for pavement data collection services for the North Central Texas Council of Governments and Houston Galveston Area Council Buy contracts.

Our goal is to demonstrate to the City that the DTS team employs an approach to mobile data collection survey and pavement management reporting that is **repeatable and defensible across survey years as DTS can provide pavement samples at identical locations to its previous collection for the City, is GIS-centric at its core and is a quantitative approach that relies upon standards and procedures that can be applied for pavement management optimization. All data will be formatted to meet the MTC Pavement Distress Identification Manual standards.** DTS routinely provides the required elements requested by the City and will provide a transparent collection and analysis process focused on quantifiable, GIS-centric workflows.

As DTS has performed similar services in the past, we envision a role where we will continue to be part of a long-term solution in working with the City to perform professional asset management services. DTS has performed multiple data collection cycles for several agencies including Bexar County, TX; Houston, TX; Austin, TX; Arlington, TX; Charlotte, NC; Farmington, NM; Pitkin County, CO; Lewisville, TX and Fayetteville, NC to name a few.

C. Company History, Background and Experience

Data Transfer Solutions, LLC (DTS) is a 50-person transportation planning, engineering, GIS and asset management solutions company organized in the State of Florida in 2006 as a limited liability company. DTS is a business unit of Atkins North America, Inc., a wholly owned subsidiary of SNC-Lavalin Group, Inc and is headquartered at 3680 Avalon Park Boulevard, Suite 200, Orlando, Florida 32828 with regional offices in **Reno, NV (Atkins)**; Dallas, TX; Ft. Collins, CO; Dubuque, IA; Nashville, TN; Concord, NH; and Aberdeen, NC.

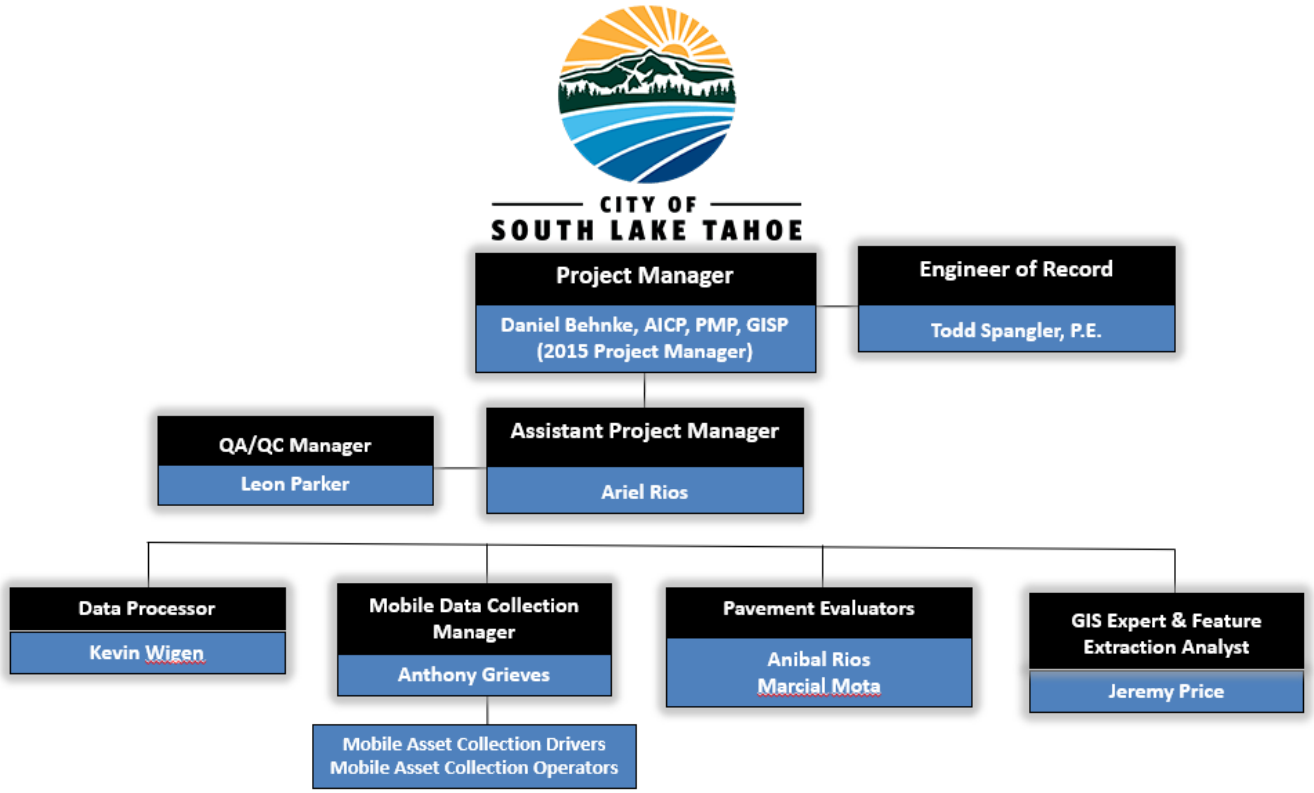
DTS has vast experience with automated data collection and processing pavement, asset and geometric data for DOT (state), city and county clients across the US in accordance with a variety of standards and methodologies including the MTC Pavement Distress Identification Manual standards. The DTS business philosophy recognizes the importance of asset management as strategically targeting resources in an efficient and cost-effective manner has become increasingly critical for agencies given the current and foreseeable fiscal funding environment. Organizations are frequently asked to do more with less, and in transportation asset management that means strategically targeting and prioritizing assets in poor condition and having the highest consequences of failure**.**

DTS is a leader in pavement condition assessments and asset management within the North American market. DTS provides state-of-the-art tools and solutions with significant experience in delivery of Pavement Condition Index (PCI) ratings data for Pavement Management Systems. Additionally, DTS has collected and compiled data for over 200,000 miles of roadways and 2,000,000 assets in the past 5 years including right-of-way, pavement imagery and mobile LiDAR that have been integrated into a suite of web-based and GIS-centric databases.

DTS has been providing pavement condition surveys and right-of-way asset inventories since inception 16 years ago. The table below shows some of our pavement and right-of-way asset management clients. The services provided for these agencies have been similar to those requested by the City of South Lake Tahoe.

Sample Pavement Management & Right-of-Way Asset Survey Clients			
Albuquerque, NM	Cheyenne, WY	Indianapolis, IN	Rhode Island DOT
Amarillo, TX	Chicago MAP, IL	Jefferson County, CO	Richland Hills, TX
Arlington, TX	Cobb County, GA	Kingsport, TN	Rockwall, TX
Arvada, CO	Colorado DOT	Knoxville, TN	San Antonio, TX
Austin, TX	Delaware DOT	Lakeland, FL	Seminole County, FL
Balcones Heights, TX	Durham, NC	Lewisville, TX	Sherman, TX
Basalt, CO	El Campo, TX	Little Elm, TX	**South Lk. Tahoe, CA**
Bastrop County, TX	Farmington, NM	Mesquite, TX	Southlake, TX
Beaufort County, SC	Fayetteville, NC	Northern Arizona COG	Stafford, TX
Bellaire, TX	Gaithersburg, MD	N. Central Texas COG	Topeka, KS
Bexar County, TX	Galveston, TX	Orlando, FL	Tyler Area MPO, TX
Brentwood, TN	Greenville, SC	Peoria, IL	Virginia Beach, VA
Brownsville, TX	Hendersonville, TN	Pickens County, SC	Waller County, TX
Charleston, SC	Houston, TX	Pitkin County, CO	West Palm Beach, FL
Charleston County, SC	Hutchins, TX	Plano, TX	Wickenburg, AZ
Charlotte, NC	Indianapolis MPO	Renton, WA	Yuma, AZ

PROJECT ORGANIZATION AND STAFFING CHART



Please see Section H: Attachment A, for resumes of the team members.

D. Scope of Work/Implementation

DTS understands that the City of South Lake Tahoe, CA maintains 127 centerline miles of pavement and approximately 1,434 pavement sections for evaluation. DTS will meet with City staff to determine the specific project-based needs but below is a sample methodology for performing a pavement condition assessment as well as a QA/QC Plan and project schedule.

Task A – Kickoff Meeting
DTS will begin the project by meeting with City staff to discuss the overall goals of the pavement evaluation project. During this meeting, DTS will confirm the project requirements and scheduling. The kick-off meeting will include proposed DTS key personnel and the City's project members. DTS will present the proposed Project Approach, which includes project equipment, software, methodology, schedules, and deliverables. The proposed approach will be finalized based on the City's requirements and decisions during the meeting. **A key component to this meeting will be a discussion on DTS' lessons learned during the 2015 pavement survey and how DTS can use that experience to leverage even greater value to the City from this 2022 data collection effort.** Any maintenance and rehabilitation (M&R) activities since the 2015 pavement survey will be an important component of the overall discussion. Project communication protocol, documentation, accounting methodologies, data format, and standards will be confirmed during the meeting.

Task B – Verify Inventory and Perform Condition Surveys
Prior to the project kickoff meeting, DTS will mobilize a Mobile Asset Collection (MAC) vehicle to the City of South Lake Tahoe in order to be present for the kickoff meeting and to provide an equipment demonstration to any interested City staff or elected officials. The following day, the DTS MAC field crews will begin the data collection survey on the City's street network and throughout the course of the project, will provide a "wheels-on-the-ground" verification of the City's current street network. DTS proposes to use its MAC vehicle line scan camera with laser illumination and four right-of-way cameras to capture ROW images to be used during the pavement rating process. The ROW images could also be used to assess condition for ratings on other above-ground infrastructure including but not limited to curb & gutter, sidewalks, ADA ramps, signs, signals, pavement markings, light poles, manhole covers, and fire hydrants. **A value-added benefit to the City of using the same data collection technology as the 2015 pavement survey is the use of the exact same sample locations as 2015, resulting in much more accurate deterioration curves and a truer representation of the City's pavement performance over time. This will also result in truer future budget scenario planning utilizing the VUEWorks software.**

A DTS Mobile Asset Collection (MAC) Vehicle

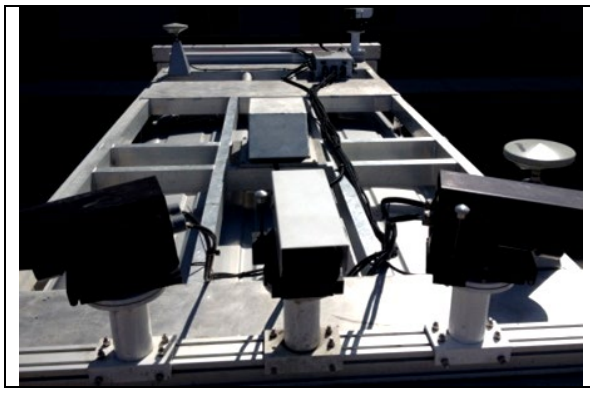
DTS operates a fleet of MAC vehicles with identical, redundant equipment on each vehicle. This allows the DTS team the flexibility to add additional MAC vehicles to the data collection efforts if for any unforeseen circumstances the data collection efforts fall behind schedule. Additionally, if a MAC vehicle experiences any equipment failure, DTS has the ability to immediately deploy an additional MAC van to the City of South Lake Tahoe to complete the data collection efforts within the agreed upon timeline.

The DTS Mobile Asset Collection vehicles are equipped with:

- **high-resolution right-of-way digital cameras (4)** – Allied Vision Prosilica GX1920C GigE, frame rate of 15 images per second and 1936 x 1456 color resolution
- **LRIS pavement imaging system** – collects high-definition pavement images used to extract distress type severity and extent measurements. 4096 pixel/line, 28,000 lines/sec, 1mm resolution
- **ApplanixPOS220V inertial measuring unit (IMU)** – centimeter-level positioning of MAC van during collection
- **DMI equipment** – distance measuring instrument used for system integration
- **GPS equipment** – used for mapping level positioning of the vehicle, heading information and positional tagging of images. 2 positional units, 1 differential unit
- **Servers** – on board servers for storing data, processing images and storing profiler, GPS, DMI and IMU data
- **surface (road) profiler** – used for precise pavement ride and rut measurement

Image Collection

DTS collection vehicles are outfitted to collect color right-of-way images synchronized to the MAC DMI, IMU and GPS. The standard configuration of a MAC vehicle utilizes a 4-camera configuration: 3 forward-facing for a 120-degree view and one rear-facing for a 90-degree view. These cameras have a 1936x1456 resolution. Roadway photograph collection will be triggered by our DMI and will be calibrated to collect every 15 feet or more frequently if necessary. Additionally, DTS collects data and imagery in both directions on every street within the City. This will allow DTS to provide 100% continuous image coverage along the roadway. The forward cameras can auto adjust from light to dark exposure and vice versa in 60 feet, quicker at lower speed situations.

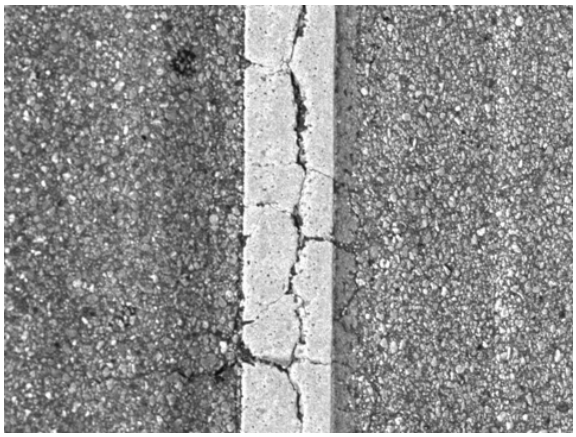


The MAC images and data collected will be defined in the data element delivery structure required by the City of South Lake Tahoe. **The DTS MAC system collects all pavement and right-of-way images, IMU, DMI and profiler data concurrently.**
DTS will also provide digital images of all streets and roadways surveyed in a format compatible with Esri ArcGIS. These images are clipped at a distance of 15 feet and saved as industry-standard JPEGs. Right-of-way photographs will be collected every 15 feet or more frequently and will provide image coverage along the roadway for any other ROW assets that may be of interest.

Pavement Condition Assessment and Rating

Pavement Surface Imaging Rating:
DTS pavement imaging sensors are oriented from nadir (straight-down) to achieve the best perspective, laser-illuminated to ensure uniform image contrast and GIS-integrated to provide geospatial distress vectors (points, lines and polygons) that can be loaded and verified using GIS.

- DTS will utilize a downward-facing, progressive line scan camera that provides high-resolution images (1mm pixel, 4,000 pixels wide, and ~12 feet width) of the pavement surface to clearly detect and quantify distresses.
- pavement surface imaging (JPEG format) will span, at a minimum, the data collection lane from left lane stripe to right lane stripe, and will provide 100% continuous pavement coverage
- image resolution will be such that all visual cracking distresses can be accurately identified and quantified
- images will have a minimum horizontal resolution of 4,000 pixels or better
- images will be synchronized with the City of South Lake Tahoe's GIS centerline files
- DTS will collect longitudinal profile and roughness data (IRI) to provide a ride comfort index for each segment to be used in calculation of the segment PCI

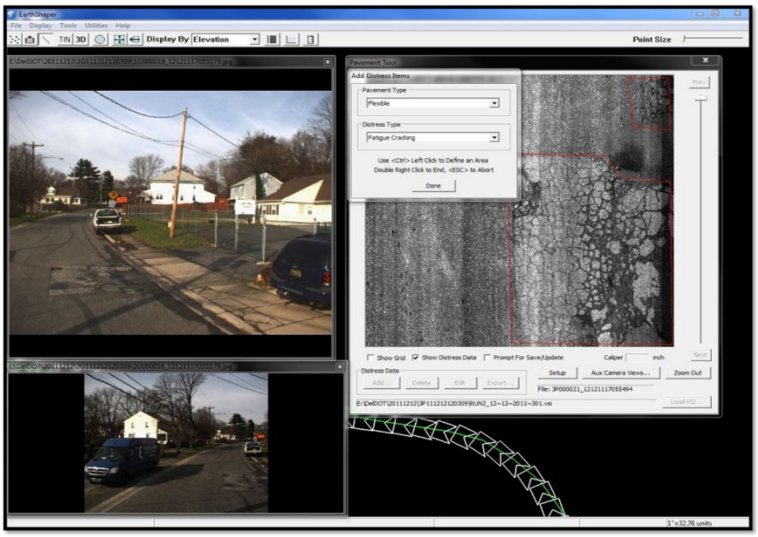


Pavement Image Captured with the 4K Laser Road Imaging System

Pavement Evaluation:
DTS' pavement line scan images allow pavement evaluators to determine the type, extent and severity of pavement distresses for a complete and thorough evaluation of the existing pavement condition per the MTC Pavement Distress Identification Manual standards. **Since 2015, DTS has been rating pavement for MTC's largest PMS client, the City of Houston, TX. DTS' pavement engineers have in-depth knowledge of the MTC PMS requirements.**

To perform the pavement distress evaluations, DTS utilizes its EarthShaper™ production software. EarthShaper™ is a desktop extraction and analysis tool that allows us to determine distress types and severity during the pavement evaluation. **The EarthShaper software gives DTS a distinct advantage over competitive software packages because it removes the "black box" portion of pavement rating. All distress vectors can be viewed and edited through this workflow, resulting in a more accurate product for the City of South Lake Tahoe. It also adds another element to the QA/QC process, allowing for more accurate data review and confirmation through a streamlined data reduction workflow.**

Moreover, the EarthShaper™ application allows for efficient data creation through the use of simple point, line and polygon vector tools. It is capable of producing direct visualizations of pavement distresses. Users can also assign condition inventory ratings to data inside of EarthShape



Pavement Condition Evaluation within EarthShaper™ software

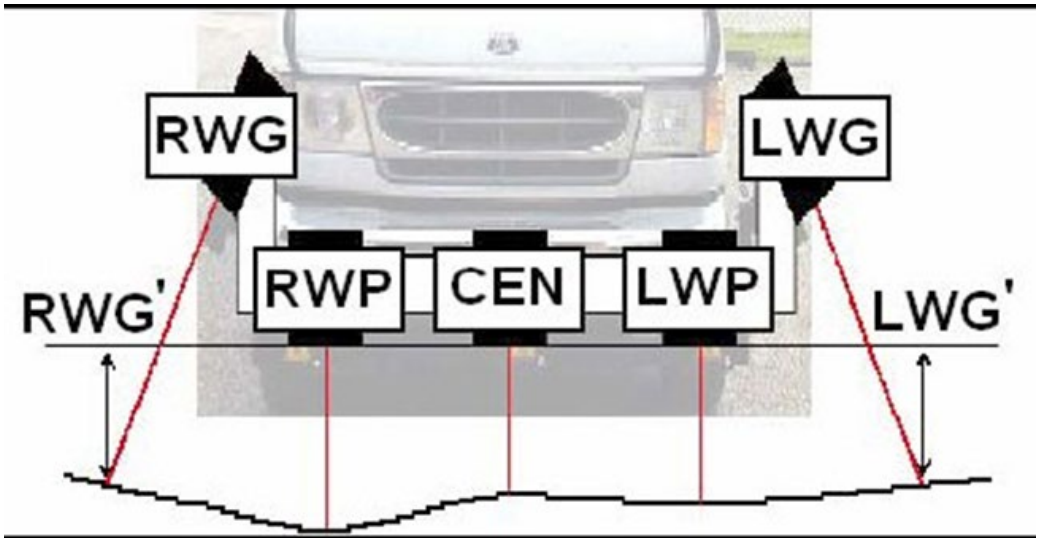
Rutting and Ride Quality Evaluation

For every pavement survey project, DTS also collects rutting and ride quality. DTS utilizes a surface profiling system manufactured by International Cybernetics Corporation (ICC) for evaluating the smoothness of pavement. The profiler uses infrared lasers and precision accelerometers to obtain accurate and precise profile measurements at speeds up to 65 mph. **This data provides an additional value-add to the City of South Lake Tahoe.**

DTS MAC technicians have been trained and certified by ICC for the operation of road profilers and imaging systems. The proposed MAC vehicle for this project has been certified by ICC. **Furthermore, DTS' MAC vehicle has received independent inertial profiler certification from the Texas A&M Transportation Institute**.

By utilizing 5-laser profilers, DTS captures the left and right wheel path as opposed to a 3-sensor configuration which provides only the estimated "center rut" by comparing the height at the center of the pavement with the average depth in the wheel paths. The 5-laser profiler provides the true rutting of the road and allows greater precision and repeatability. Rut depth is calculated where RWP, CEN and LWP are the respective distances between the right wheel path, center and left wheel path sensors and the pavement surface. The right wing (RWG) sensor and left wing (LWG) sensors are used to determine pavement surface heights (RWG' and LWG') at the edges of the test lane.

Finally, the 5-sensor configuration allows separate rut measurements for each wheel path.



Rutting Data with a 5-Laser Profiler

Task C – Budgetary Analysis & Final Reports
Once the PCI has been calculated and loaded into **DTS' VUEWorks** software, DTS will provide a final report detailing the pavement condition assessment methodology, summarizing current conditions of the City of South Lake Tahoe's roadway network, and providing budgetary analysis and decision tree recomendations.
A Final Pavement Condition Index Report will be delivered for the project including:

- Executive Summary
- Project methodology and pavement data
- Individual Street segment PCI for all streets as well as arterials and collectors only
- Exhibits showing PCI and street segment length, lanes and pavement type
- Inventory reports for the entire database
- Benefit/Cost Analysis
- A Maintenance and rehabilitation decision tree
- Budget Needs reports
- Budget Scenarios reports
- Five-year work plan giving recommended treatment types and schedule
- Multi-year work plan giving recommended treatment types and schedule for every road in the City

Task D – Present Paving Plan Update to City Council
Once the final pavement report has been accepted by City staff, this report can be used for reporting budget needs or shortfalls to boards, commissions and committees. DTS has performed this task for many municipal government staff members on past projects and is well-versed in presenting relevant information to local officials and constituents that support the proposed fiscal budget requests.
DTS' project Pavement Engineer, Todd Spangler, P.E., will work with City staff to present a report to the City of South Lake Tahoe City Council that has been agreed upon by all project stakeholders. This presentation will provide a summary of the pavement network, PCI update, development of the decision tree, cost/benefit analysis, proposed 5-year plan, and full implementation program.

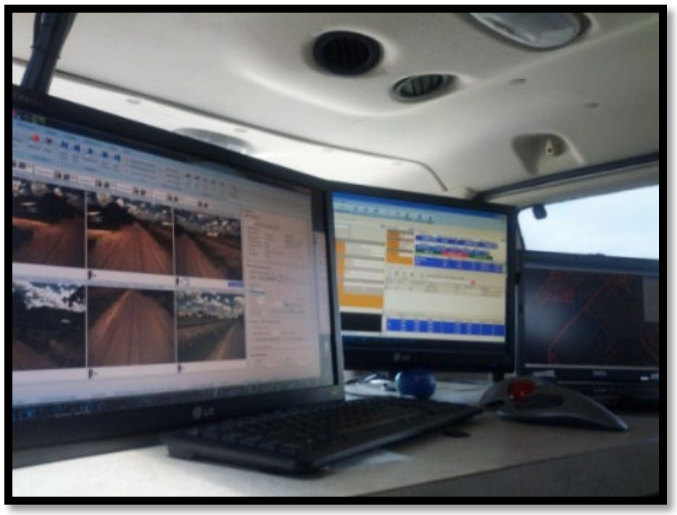
Task E – Review and Update the City's Paving Specifications (Optional)
If the City so chooses, DTS can work with City staff to review and update the City's current paving specification plan. Having worked with the City in 2015, DTS is already familiar with the plan and can leverage knowledge and experiences from our past and existing nation-wide clients to develop best practices and industry standards that best suite the local conditions and needs in the City of South Lake Tahoe.

DTS Project Management and QA/QC Philosophy
Project Management: The DTS team will provide a safe and cost-effective collection and extraction methodology that will save time and money with this project while meeting or exceeding client expectations on both time and budget.

DTS has several PMI-certified project management professionals including the proposed Project Manager who oversee and guide our project planning and execution. Our project management plan will adhere to the planning processes as defined by the Project Management Institute and as detailed in the Project Management Body of Knowledge. The plan will encompass all phases of the project including planning and organizing, communication, scheduling and controlling and coordinating

Quality Assurance/Quality Control: DTS has a proven Quality Assurance/Quality Control procedure for all MAC image collection projects. DTS' QC procedures begin with our MAC image collection process. The MAC technician will check each camera's exposure rate, image quality and GPS and IMU operation to ensure the MAC system is recording the image, GPS, DMI and IMU data and that the GPS location is within the stated project tolerance. Each collection day's calibration collection will be documented in the MAC collection log book.

The MAC calibration/control site, which serves as a quality control for data collection, will consist of a minimum of 9 grid pavement points that are surveyed for a precise and accurate image daily calibration check. Each MAC vehicle will collect the calibration site every day of collection for the project duration as a MAC system QC item. This process ensures that each day's run can be calibrated based on the accuracy requirements (sub-meter) of the project. The MAC system is capable of collecting all right-of-way images and pavement data concurrently. During image collection, the MAC technician reviews the images collected on-screen as they are collected and any issue with image clarity requires the collection run to end and the image quality issue to be resolved. This provides real-time verification that the equipment is operating correctly. Once resolved, the collection run begins from the beginning for the road segment collected. The MAC technician also monitors GPS reception during collection. If GPS reception is lost measured using PDOP (positional dilution of precision), the MAC technician stops the collection and resolves the GPS reception issue. Collection begins again once the GPS reception issue is resolved.



DTS employs an originator/checker process for processed and compiled data where the project engineer (originator) provides a qualified project QC checker to review and check processed and compiled data. The QC checker reviews calibration/correlation data and imagery for data anomalies and inconsistent pavement data, false positives (incorrect distress) pavement distress vectors and quality of post processed MAC imagery. The project manager, engineer and QC checker determine if any errors found require a run to be recollected and processed or reprocessed and reviewed again.

Prior to all interim and final submittals to the client project manager, DTS will perform a quality assurance review. A DTS representative will review all quality control memorandums and checks with the project manager and project quality control officer. This step assures the City that DTS has followed all of the stated quality control procedures outlined in this response and the DTS Quality Assurance/Quality Control manual. DTS will update the City on any sections of roadway that could not be collected and the reasoning such as it is a private gated community, dirt roads, etc.

PROPOSED SCHEDULE:

Task	Proposed Date Complete / Explanation
A. Kickoff Meeting	1 day
B1. Pavement Distress Data Collection	7 days
B2. Processing of Pavement Inventory Data	2 days (after road inventory complete)
C. Final Data Deliverables, Budgetary Analysis & Final Reports	30 days (after road inventory complete)
D. Present Paving Plan Update to City Council	1 day

E. Project Budget

City of South Lake Tahoe, CA Pavement Management Program Update 2022 Data Transfer Solutions, LLC				
Task	**Description**	**Units**	**Unit Cost**	**Fee**
A	Project set-up, GIS centerline file review, project kickoff*	1	$5,000	$5,000
B1	Mobilization	1	$3,000	$3,000
B2	Pavement data image capture (centerline miles)	127	$120	$15,240
B3	Pavement condition rating per MTC Manual (centerline miles)	127	$120	$15,240
B4	PMS Integration	1	$5,000	$5,000
C	Budgetary Analysis & Final Reports***	1	$10,000	$10,000
D	Present Paving Plan Update to City Council	1	$5,000	$5,000
Based on 127 centerline miles**				
Total Fee**				**$58,480**
E	Review and Update the City's Paving Specifications (Optional)	1	$10,000	$10,000
Total Fee including Optional Task E				**$68,480**

*Assumes centerline file will be provided in GIS and not require edits.

**Cost estimate is subject to change if units change. DTS will collect pavement data with two-way roads receiving two passes, one-way roads receiving a single pass per lane, the outside lane in each direction for four-lane roads, and the outside and inside lanes in each direction for six-lane roads

***Includes one iteration of budget scenarios, and one modification, if necessary

****DTS will bill lump sum based on percent complete for each task item.

F. Description of Recent Projects/References

1. City of Houston, Texas Pavement and ROW Assets (2015-current)

Raj Shah
System Consultant & IT Projects
(832) 395-2500
Raj.Shah@houstontx.gov

In its second multi-year contract with the City of Houston DTS is using its fleet of Mobile Asset Collection vehicles to collect pavement and other assets along 1,231 centerline miles of major streets and 4,918 centerline miles of local streets for the City of Houston. DTS is providing the City with a pavement condition survey and a videologger allowing pavement management personne to take a virtual drive along City streets. DTS will also prepare final reports for the City for pavement condition evaluation including reporting on IRI, PCI and related data.

2. Seminole County, FL Pavement Condition Survey (2017-2022)

Michael Garcia
(407) 665-5674
mgarcia@seminolecountyfl.gov

DTS performed multiple, phased pavement data collections for the County. DTS worked with Seminole County to conduct a pavement condition survey as well as integrating the data into the County's pavement management system. Seminole County divided its network into thirds and DTS collected 500 to 700 miles each year over a 3-year period. DTS also imported the data into the County's PAVER database.

3. Cobb County, Georgia Pavement Condition Survey and ROW Asset Inventory (2018-2022)

Kristen Orton
Resurfacing Project Engineer
(678) 581-3428
Kristen.orton@cobbcounty.org

DTS recently completed a second pavement condition survey contract for the County. The project included software implementation, network database development, automated data collection for pavement condition surveys, budget analysis and maintenance optimization for the County's thoroughfares which total approximately 610 centerline miles. The pavement condition survey was conducted per the ASTM D6433 standard, and the data were imported into Cartegraph at the completion of the project.
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G. Anti-Lobbying Certification Form

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant: Donna Huey
President, Data Transfer Solutions

By: _____ Date August 12, 2022

H. Attachment A – Resumes **(Not included in page count)**

Member of the SNC-Lavalin Group

Daniel Behnke

Project Manager

Mr. Behnke is the Director of Asset Management Operations at Data Transfer Solutions. He has 17 years [August 23, 2004] of public and private sector experience with Geographic Information Systems (GIS) utilizing Esri's ArcGIS software and GPS as well as DeLorme and Trimble applications. Prior to becoming the Director of Asset Management Operations, Mr. Behnke collected and processed data for approximately 20,000 roadway miles including pavement distress, rutting, roadway geometry and right-of-way assets as well as validating and verifying roadway distresses. Mr. Behnke is proficient in all types of data processing workstation hardware and software for automated data collection. He previously served on the Vanguard Cabinet of the Urban and Regional Information Systems Association (URISA).

RELEVANT PROJECT EXPERIENCE

Road Rating Services, Delaware DOT. Project Manager/QA/QC Manager**.** Mr. Behnke performed QA/QC services for this annual Statewide Road Rating Service. DTS utilized Mobile Asset Collection vehicle pavement and right-of-way cameras to perform a pavement distress survey of the State's 11,800 miles of maintained roads. DTS utilized MAC images to perform the State's pavement surface condition assessment with the DelDOT pavement distress dictionary including IRI and rut values. DTS provided all right-of-way images collected for use in the State's video log application per highway section and milepost reference. Delivery of pavement data was through a geodatabase which DelDOT uploaded to the State's pavement management system. Mr. Behnke supported this project as a Senior GIS Analyst, and he was responsible for delivering an Esri geodatabase of 54,970 trees, 29,497 light poles, 24,741 non-compliant mailboxes, 17,440 headwalls, 11,260 fences, 2,162 signal poles and 1,299 bridge railings along with their corresponding geo-referenced images.

Pavement Data Collection for the Pavement Management Information System, City of Austin, Texas. Mr. Behnke was the Project Manager of this 4-year annual contract with the City of Austin to collect 50% of the City's network yearly and to provide automated crack distress information and ride quality measurements. Distress data was delivered in the Long Term Pavement Performance (LTPP) Distress Rating format for distress, extent and severity definitions.

Pavement Condition Survey, City of El Campo, Texas. Project Manager**.** Data Transfer Solutions used a Mobile Asset Collection vehicle to collect information on 90 centerline miles of City-maintained streets. The objective of the effort was to obtain digital and video data of pavement condition. Mr. Behnke supervised the DTS pavement evaluators who went through the collected imagery and extracted the required distress data and asset information using the EarthShaper™ pavement analysis tool. City roads were analyzed for distress presence, type, severity and extent. Extracted pavement distress data was then imported into the selected asset management software. ASTM D6433 Pavement Condition Index values were then calculated for each road segment.

Pavement Management Services, City of Lewisville, Texas. Project Manager. The DTS Mobile Asset Collection (MAC) system was employed to capture pavement imagery for use in pavement rating for the City of Lewisville's street

Total years of experience

17

Years with firm

10

Education

M.P.A., Public Administration, University of Central Florida, 2009

B.A., Geography, University of Wisconsin, 2004

Certifications

American Institute of Certified Planners, Certificate Number: 27959
Certified GIS Professional, Certificate Number: 23000
Certified Project Management Professional, Certificate Number: 1975390

Software

VUEWorks Asset Management
Esri's ArcGis
GPS

network and alleys. As the Director of Operations, Mr. Behnke reviewed the quality of the pavement rating process to ensure internal standards were met prior to client delivery. The final pavement deliverables were imported into MicroPAVER.

GASB Pavement Condition Survey & Ratings, City of West Palm Beach, Florida. Project Manager. Data Transfer Solutions used a Mobile Asset Collection vehicle to collect information on 513 lane miles of City-maintained streets and alleys. The objective of the effort was to obtain digital and video data of pavement condition as well as pavement markings locations and conditions. DTS pavement evaluators went through the collected imagery and extracted the required distress data and asset information using the EarthShaper™ pavement analysis tool. City roads were analyzed for distress presence, type, severity and extent. Extracted pavement distress data was then imported into VUEWorks® asset management software. ASTM D6433 Pavement Condition Index values were calculated for each road segment using VUEWorks.

Pavement Management System Development, Indianapolis Metropolitan Planning Organization. Project Manager. DTS provided pavement professional services to collect, process and deliver pavement condition data for selected roadways within the Indianapolis Metropolitan Planning Organization's (MPO) planning area. The primary goal of the project was to collect data that provided comparative pavement condition measures of roadways being considered for rehabilitation or reconstruction.

Pavement Management Information System (PMIS – Next G), City of Houston, Texas. Project Manager. Data Transfer Solutions provided pavement professional services and the collection of street assets including curb and gutter, sidewalks, sidewalk ramps and sidewalk obstructions. The pavement survey and rating was performed for 1,231 centerline miles of major streets and 4,918 centerline miles of local streets. DTS imported condition rating information into StreetSaver Plus. DTS was subsequently selected by the City for a second similar contract.

Statewide Pavement Rating, Colorado DOT. QA/QC Manager. This project involved the collection of roadway condition data and images for all State-maintained highways for HPMS (Highway Performance Monitoring System) reporting. The number of miles of data/image collection for CDOT was approximately 12,000 miles annually. An additional 7,000 miles of second direction 2-lane roads were collected for roadway images only as an additional option. International Roughness Index (IRI) was collected using Federal Highway Administration approved equipment that met ASTM E950 standards. Inertial profilers were used that met the requirements of and were operated in accordance with AASHTO Standards M 328, R 57-10, R 56-10 and R43M/R43-7. Rutting was collected for both the left and right wheel paths to the hundredth of an inch. Average rut depths over each tenth-mile segment were reported, for left wheel path, right wheel path and combined average. DTS provided CDOT an asset data dictionary that contained all HPMS roadway features and attributes through the Stereo Extraction Tool.

Pavement, Signs, Sidewalk and ADA Collection/Assessment, City of Lakeland, Florida. QA/QC Manager The City of Lakeland chose Data Transfer Solutions to perform several asset management-oriented services including pavement data collection and assessment, traffic sign data collection and assessment, sidewalk data collection and visual condition assessment and ADA ramp data collection. Pavement distresses were catalogued for the City's 780 lane miles of roadway.

Member of the SNC-Lavalin Group

Todd Spangler, PE, IAM

Engineer of Record

Mr. Spangler is the Business Development Manager for Data Transfer Solutions where he supports both asset management collection projects and VUEWorks® asset management software implementations. Mr. Spangler's 26 years of professional experience encompass serving as a project engineer, city engineer, municipal stormwater coordinator, municipal water/sewer manager and director of engineering. He assisted in founding the Tennessee Stormwater Association and served as its first president, spearheading collaboration between local utilities and the state that received recognition from the Environmental Protection Agency as an innovative approach to stakeholder involvement in the permitting process. Mr. Spangler is also a long-term member of both the American Water Works Association and the Water Environment Federation. He brings critical real-world local government experience for enterprise asset management.

Mr. Spangler's project experience includes:

FL Local Municipal, City of Largo, Florida – VUEWorks Implementation. DTS was contracted by the City to implement VUEWorks enterprise wide across all departments. As the lead implementer and assistance project manager, Mr. Spangler worked with the various departments to configure VUEWorks for their unique asset classes, varied workflows, forms, and condition methodologies. VUEWork's ability to server across various departments was key to the successful implementation for the City.

CA Local Municipal. City of South Lake Tahoe, California – VUEWorks Implementation. DTS performed asset collection and extraction services on approximately 260 centerline miles of roadways, then used that information as one of the bases of the Public Works Department's new VUEWorks asset management system. The City is using VUEWorks for work management as well as asset management. Mr. Spangler set up the search pages for the City's implementation.

City of Plano, Texas – Pavement Management Services
Mr. Spangler was the Engineer of Record for this project which included automated data collection for street pavement and alley condition surveys, condition evaluation and preparation of a budget analysis and maintenance optimization for the City's approximately 542-centerline mile pavement network. The predominate concrete pavement network was evaluated in accordance with the ASTM D6433 standard.

North Tarrant Express Mobility Partners 3 – Pavement Condition Survey
DTS recently completed this project encompassing 173 lane miles of this Texas expressway. The project involved data collection using a Mobile Asset Collection vehicle, 100% rating of pavement, Pavement Condition Index score development, rutting, ride quality and friction testing. As a Pavement Engineer for the project, Mr. Spangler was the Engineer of Record.

City of Houston, Texas – Pavement Management Information System (PMIS – Next G). Data Transfer Solutions provided pavement professional services and the collection of street assets including curb and gutter, sidewalks, sidewalk ramps and sidewalk obstructions. The pavement survey and rating was performed for 1,231 centerline miles of major streets and 4,918 centerline miles of

Total years of experience

26

Years with firm

7

Education

B.S., Civil and Environmental Engineering, Tennessee Technological University, 1997

Registrations/licenses

Professional Engineer
Florida 80095, 2015
South Carolina 33668, 2016
Tennessee 106500, 2001
Texas 123892, 2016

Certifications

Institute of Asset Management Certification

Honors and awards

President's Award, Tennessee Storm Water Association, 2009

Professional affiliations

National Society of Professional Engineers
American Public Works Association
American Water Works Association, Asset Management Sub-Committee

Software

VUEWorks Asset Management

local streets. DTS imported condition rating information into StreetSaver Plus. Mr. Spangler was the Engineering Liaison for the project, and DTS was subsequently selected by the City for a second similar contract.

City of West Palm Beach, Florida – GASB Pavement Condition Survey & Ratings. Data Transfer Solutions used a Mobile Asset Collection vehicle to collect information on 513 lane miles of City-maintained streets and alleys. The objective of the effort was to obtain digital and video data of pavement condition as well as pavement markings locations and conditions. DTS pavement evaluators went through the collected imagery and extracted the required distress data and asset information using the EarthShaper™ pavement analysis tool. City roads were analyzed for distress presence, type, severity and extent. ASTM D6433 Pavement Condition Index values were calculated for each road segment using VUEWorks. Mr. Spangler was the Engineering Liaison for the project.

City of Arlington, Texas – Pavement Data Collection and Integration
The City selected DTS to obtain pavement condition data for its more than 3,000 lane miles of roadways. DTS used one our Mobile Asset Collection (MAC) vehicles to collect the pavement data. Approximately 1/3 of the City's total roadway mileage was collected each year for a three-year period. The pavement information was integrated into the City's pavement management system. Mr. Spangler was the Engineering Liaison for the project. DTS was subsequently selected by the City for a second similar project.

MA Local Municipal. City of Framingham, Massachusetts – VUEWorks Implementation. DTS was contracted by the City to ensure that Framingham's basic configuration and reporting needs were accommodated by the Public Works Department's VUEWorks asset management system. As the Project Manager, Mr. Spangler worked with City staff in the Highway & Solid Waste, Wastewater, Pump Stations and Water Distribution divisions to review workflows, configure the system and develop multiple reports including those focused on costs and schedules. Mr. Spangler served as the Implementation Specialist for the project.

TX Local County. Williamson County, Texas – VUEWorks Implementation. Williamson County retained DTS to perform its VUEWorks asset management and work management software implementation for the Public Works Department. Mr. Spangler served as the Project Manager for the first phase of the project, and he oversaw the kickoff meeting, workflow workshops, data migration, software configuration and initial training efforts for the implementation.

TX Local Municipal. City of Duncanville, Texas – VUEWorks Implementation. The Duncanville Public Works Department chose VUEWorks as its asset management system. As the Implementation Specialist for the project, Mr. Spangler configured the system and worked with City staff to ensure it met their needs. Mr. Spangler also trained City staff on usage of the Budget Forecasting and Projects modules for pavement management. Additionally, he assisted the Public Works Department with its Pavement Management Program presentation to the City Council.

Member of the SNC-Lavalin Group

Leon Parker

QA/QC Manager

Mr. Parker is a Quality Assurance/Quality Control Manager at Data Transfer Solutions. Mr. Parker has 7 years of experience at DTS where he has served in a number of asset data positions including project collection technician, asset management specialist and production manager. His previous hands-on experience as a Mobile Asset Collection technician at DTS gives him a complete understanding of the asset data from collection through database finalization.

Total years of experience

9

Years with firm

7

Education

B.S., Criminal Justice, University of Central Florida, 2011

RELEVANT PROJECT EXPERIENCE

Pavement Condition Assessment, Brevard County, Florida. Data Transfer Solutions provided pavement condition assessment services to Brevard County. These services include using Mobile Asset Collection (MAC) vehicles to collect geo-referenced data for the County's 1,120 centerline miles of roadway, pavement analysis and calculations, maintenance and repair strategy recommendations, condition forecasting, budget forecasting and recommendations for appropriate pavement management software. Mr. Parker was responsible for QA/QC of the project database prior to its delivery to the client.

Pavement Condition Survey and Right-of-Way Asset Inventory, Harris County, Texas. Utilizing its fleet of MAC vehicles, DTS collected 12,888 miles of roadway for Harris County, the county in which Houston is located. DTS provided the County with its first pavement condition survey as well as an inventory of sidewalks and ADA ramps. DTS prepared final reports for each of the four precincts within the County for pavement condition evaluation including reporting on IRI, PCI and related data. Mr. Parker served as the QA/QC manager for the right-of-way assets.

Right-of-Way Imagery Collection, Asset Extraction and Inventory, City of Topeka, Kansas. DTS utilized its fleet of Mobile Asset Collection vehicles to provide a pavement condition survey on the City's 1,600 lane mile network which also included collection of 166 miles of alleys. DTS provided a pavement condition survey per the ASTM D6433 methodology and delivered a final report including data on IRI, PCI and related data. Mr. Parker was the QA/QC Manager in charge of delivering asset data for project.

Pavement, Signs, Bridges, Barriers, Attenuators, Driveways, Illumination Structures, Striping and Marking Inventories, Central Texas Regional Mobility Authority. DTS has completed two automated data collection cycles for the Central Texas Regional Mobility Authority (CTRMA). Each project has consisted of collecting all lanes of roads maintained by CTRMA. CTRMA maintains approximately 432 lane miles of roadway for pavement assessment and 282 lane miles of roadway for right-of-way (ROW) asset inventory. The pavement condition portion of the project required DTS to collect CTRMA's network with a vehicle certified by the Texas A&M Transportation Institute for that purpose. Additionally, the pavement condition survey was completed per the TxDOT PMIS system scoring criteria. DTS staff included TxDOT certified pavement raters. The ROW asset inventory included several assets: bridges barriers, stand-alone attenuators, pavement striping, graphics and markers, driveways traffic signs and illumination structures. As the QA/QC Manager for these projects, Mr. Parker ensured the accuracy of project data deliverables.

Member of the SNC-Lavalin Group

Ariel Rios

Assistant Project Manager

Mr. Rios is a Project Manager and Pavement Engineer at Data Transfer Solutions where he manages pavement data and right-of-way asset collection projects. Additionally, he is proficient in EarthShaper™ asset extraction software and ArcMap, and he also has a working knowledge of SOLIDWORKS, Mathcad, NX and Pro/ENGINEER software. Mr. Rios is active in both the American Society of Mechanical Engineers and the Society of Hispanic Professional Engineers, including participation in volunteer projects.

RELEVANT PROJECT EXPERIENCE

Pavement Condition Survey, City of Houston, Texas. In its second multi-year contract with the City of Houston, DTS is using its fleet of Mobile Asset Collection vehicles to collect pavement and other assets along 1,231 centerline miles of major streets and 4,918 centerline miles of local streets for the City of Houston. DTS is providing the City with a pavement condition survey and a videologger allowing pavement management personnel to take a virtual drive along City streets. DTS will also prepare final reports for the City for pavement condition evaluation including reporting on IRI, PCI and related data. Mr. Rios is the Project Manager for the project.

Residential Pavement Inventory & Condition Assessment, City of Indianapolis, Indiana. DTS provided a pavement condition survey and sidewalk and ADA ramp inventory for the City of Indianapolis. DTS collected all local roads within the City's network which was approximately 2,209 centerline miles. DTS utilized its fleet of Mobile Asset Collection vehicles to collect the ROW and pavement condition survey. DTS also worked with the City to establish attribute criteria for the City's sidewalk and ADA ramp inventory. Previously, DTS collected the City's 1,100 centerline miles of thoroughfares rating both pavement and sidewalks and ADA ramps. Mr. Rios was a Pavement Engineer.

Pavement Management Data Collection Services, Seminole County, Florida. For a second contract with Seminole County, DTS is using Mobile Asset Collection vehicles to acquire sub-meter accurate imagery of the County's 870 centerline miles of pavement in accordance with the ASTM D6433 standard. Approximately 1/3 of the network is being collected each year. Following the rating of pavement by experienced personnel, DTS will deliver a MicroPAVER database update and a GIS feature class file. Mr. Rios is the Project Manager.

Pavement Condition Survey, Cobb County, Georgia. Mr. Rios is the Project Manager for Data Transfer Solutions' second pavement condition survey contract for the County. The project includes software implementation, network database development, automated data collection for pavement condition surveys, budget analysis and maintenance optimization for the County's thoroughfares which total approximately 610 centerline miles. The pavement condition survey was conducted per the ASTM D6433 standard, and the data will be imported into Cartegraph at the completion of the project.

Pavement Data Collection and PCI Rating, City of Cincinnati, Ohio. The City of Cincinnati contracted with Data Transfer Solutions to perform pavement collection and determine PCI ratings for its 930 centerline miles of City-maintained roadways.

Total years of experience

8

Years with firm

8

Education

B.S., Mechanical Engineering, University of Central Florida, 2013

Certifications

Texas Department of Transportation (TxDOT) Certifications
PMIS Visual Rater Cert Flex PV. CON 111
PMIS Visual Rater Cert Conc PV. CON 110

Software

EarthShaper™
ArcMap,
SOLIDWORKS,
Mathcad, NX
Pro/ENGINEER

DTS is rating the pavement per the ASTM D6433 standard and will integrate the data with the City's pavement management system. Mr. Rios is serving as the Project Manager for these services.

Pavement Management Services, City of Plano, Texas. Mr. Rios serves as the Project Manager for this project which includes automated data collection for street pavement and alley condition surveys, condition evaluation and preparation of a budget analysis and maintenance optimization for the City's approximately 542-centerline mile pavement network. The predominate concrete pavement network will be evaluated in accordance with the ASTM D6433 standards.

Pavement Condition Survey, Lubbock County, Texas. As a subcontractor to Halff Associates, Inc., DTS provided a pavement condition survey for the County. The services provided included centerline review, route planning, image collection of pavement assets, pavement evaluation per the ASTM D6433 standard and a final report. Mr. Rios was a Pavement Engineer working on the project.

Pavement Condition Survey and ROW Asset Inventory, City of Lewisville, Texas. The City of Lewisville selected DTS to conduct a pavement condition assessment of 120 miles of roadways and alleys within the City. DTS used a Mobile Asset Collection (MAC) vehicle to collect imagery from which pavement analysts performed the condition assessment. The project also included the collection of two types of right-of-way assets – traffic signs and streetlights. Mr. Rios was the Project Manager for this contract.

Sidewalk Inventory and Analysis, City of Texarkana, Texas. DTS used a Mobile Asset Collection vehicle to collect sidewalk and ramp condition information on the Texarkana MPO road network. The objective of the effort was to obtain digital and video data of the sidewalk condition. The project included a public participation and stakeholder involvement as well. DTS also prepared a final sidewalk and ramp inventory which categorized the sidewalks by condition (good, fair, poor). Mr. Rios was a Sidewalk Rater on the project.

Pavement Condition Survey, North Tarrant Express Mobility Partners 3. DTS is performing this project encompassing 173 lane miles of this Texas expressway. The project involves data collection using a Mobile Asset Collection vehicle, 100% rating of pavement, Pavement Condition Index score development, rutting, ride quality and friction testing. The pavement rating is being performed in conformance with Texas Department of Transportation standards. Mr. Rios is the Project Manager for this pavement project.

Pavement Condition Survey and Right-of-Way Asset Inventory, Harris County, Texas. Utilizing its fleet of MAC vehicles, DTS collected 12,888 miles of roadway for Harris County, the county in which Houston is located. DTS provided the County with its first pavement condition survey as well as an inventory of sidewalks and ADA ramps. DTS prepared final reports for each of the four precincts within the County for pavement condition evaluation including reporting on IRI, PCI and related data. Mr. Rios served as the Project Manager.

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Kevin Wigen

Data Processor

Mr. Wigen is responsible for processing all data that comes out of DTS' Mobile Asset Collection vehicles. His role includes verifying the accuracy and integrity of all data collected, ensuring that it meets the quality standards of each project. Mr. Wigen has over nine years of experience with DTS and is an expert on DTS' proprietary EarthShaper™ software.

Total years of experience

9

Years with firm

9

Education

A.S., Supervisory Management, Lakeshore Technical College, 2007

Software

EarthShaper™

RELEVANT PROJECT EXPERIENCE

Professional Pavement Management Services, City of San Antonio, Texas. DTS provided a variety of pavement management services to the City including pavement condition assessment and maintenance of the City's pavement inventory. DTS used Mobile Asset Collection (MAC) vehicles to collect the pavement data. Following collection, automated pavement distress extraction occurred followed by verification / modification by trained pavement extractors, with pavement distress types based on the ASTM D6433 standard. DTS also collected rut and roughness data. DTS also analyzed the existing degradation curves and calculated revised curves to reflect actual measured performance. Deliverables included a geodatabase, a videologger application to load images for a particular location and 3-year and 5-year Pavement Preservation Plans. Mr. Wigen was the Data Processor.

Pavement and ROW Data Collection Services, City of Fort Worth, Texas. DTS provided professional pavement management services to the City including collecting pavement data and conducting condition assessments for right-of-way assets including sidewalks, ramps, signals, pavement markings, pavement striping, light poles and traffic signs. Mr. Wigen served as the Data Processor for the project.

Pavement Condition Survey and Right-of-Way Asset Inventory, Harris County, Texas. Utilizing its fleet of MAC vehicles, DTS collected 12,888 miles of roadway for Harris County, the county in which Houston is located. DTS provided the County with its first pavement condition survey as well as an inventory of sidewalks and ADA ramps. DTS prepared final reports for each of the four precincts within the County for pavement condition evaluation including reporting on IRI, PCI and related data. Mr. Wigen was the Data Processor on this project.

Pavement Management Information System, City of Houston, Texas. Mr. Wigen was the Data Processor for the City of Houston Pavement Management Information System – Next Gen (PMIS-Next G) project which, in addition to pavement data collection and analysis, included the extraction of right-of-way assets including curb and gutter, sidewalks, ramps, sidewalk obstructions and drainage features. DTS Mobile Asset Collection vehicles collected pavement and ROW data on 12,500 miles of major streets and local streets. DTS was subsequently selected by the City of Houston to perform similar services over a multi-year period, and Mr. Wigen once again served as the Data Processor.

Pavement Data Collection and Integration, **City of Arlington, Texas.** Mr. Wigen served as the Data Processor for the City's pavement condition assessment of its more than 3,000 lane miles of roadways. Following collection, automated pavement distress extraction occurred followed by verification / modification by trained pavement extractors. Pavement distress types were based on the ASTM D6433

standard. DTS also collected rut and roughness data. The pavement information was integrated into the City's Cartegraph pavement management system. DTS analyzed the existing degradation curves and calculated revised curves to reflect actual measured performance.

Pavement Management Services, City of Plano, Texas. Mr. Wigen served as the Data Processor for this project which included automated data collection for street pavement and alley condition surveys, condition evaluation and preparation of a budget analysis and maintenance optimization for the City's approximately 542-centerline mile pavement network. The predominate concrete pavement network was evaluated in accordance with the ASTM D6433 standards.

Pavement, Signs, Bridges, Barriers, Attenuators, Driveways, Illumination Structures, Striping and Marking Inventories, Central Texas Regional Mobility Authority. DTS has completed two automated data collection cycles for the Central Texas Regional Mobility Authority (CTRMA). Each project has consisted of collecting all lanes of roads maintained by CTRMA. CTRMA maintains approximately 432 lane miles of roadway for pavement assessment and 282 lane miles of roadway for right-of-way (ROW) asset inventory. The pavement condition portion of the project required DTS to collect CTRMA's network with a vehicle certified by the Texas A&M Transportation Institute for that purpose. Additionally, the pavement condition survey was completed per the TxDOT PMIS system scoring criteria. DTS staff included TxDOT certified pavement raters. The ROW asset inventory included several assets: bridges barriers, stand-alone attenuators, pavement striping, graphics and markers, driveways traffic signs and illumination structures. Mr. Wigen was the Data Processor for these projects.

Pavement Management and ROW Survey, City of Orlando, Florida. For two separate contracts, the City contracted with DTS to collect pavement data for approximately 825 lane miles of City roadways including about 55 miles of brick surface streets. DTS used Mobile Asset Collection (MAC) vehicles to collect pavement and right-of-way asset data from which Pavement Condition Index and other relevant information was extracted. Mr. Wigen was the Data Processor for both projects.

Pavement Condition Rating and Sidewalk and ADA Ramp Inventory and Analysis, City of Greenville, South Carolina. Mr. Wigen served as the Data Processor for this project involving the collection of roadway condition data and images for all City-maintained roadways. The project also involved data collection and processing for approximately 265 miles of sidewalks which was gathered utilizing a DTS field sidewalk application. The collected sidewalk and ramp data included faulting, cracking, spalling, surface width, spalling, ramp slope, gutter slope, can vehicles block ramp, push button heights and more.

Pavement Condition Survey, Cobb County, Georgia. Mr. Wigen served as the Data Processor for this project which included software implementation, network database development, automated data collection for pavement condition surveys, budget analysis and maintenance optimization for the City's thoroughfares which were approximately 610 centerline miles. The pavement condition survey was conducted per the ASTM D6433and data imported into Cartegraph. DTS is currently performing a second similar project for the County, and Mr. Wigen is also the Data Processor for this second contract.

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Member of the SNC-Lavalin Group

Anthony Greives

Mobile Data Collection Manager

Mr. Greives has been on the Data Transfer Solutions team since 2015, and he has worked in several different positions during this time period. At DTS, his positions have included Mobile Asset Collection (MAC) vehicle operator, pavement analyst and LiDAR analyst. He became the Data Collection Manager in 2020 and now oversees all data collection conducted via the firm's Mobile Asset Collection (MAC) fleet and addresses any issues that may arise with equipment.

Mr. Greives experience includes

Street Data Collection and Pavement Management Program Update, City of Houston, Texas. Subsequent to successful completion by DTS of the similar 3-year City of Houston Pavement Management Information System (PMIS-Next G) project, the firm was selected by the City to carry out the 4-year Street Collection and Pavement Management Program Update. For all major and local streets in the City, DTS is performing a pavement survey, rating the pavement, determining the pavement width and geocoding the data. The mileage collected includes more than 1,200 centerline miles of major streets and 4,900 centerline miles of local streets. As the Data Collection Manager for the project, Mr. Greives ensures that there are no issues with the vehicles from the DTS Mobile Asset Collection fleet involved on the project.

Pavement and Asset Data Collection Services, Harris County, Texas. For the 12,888 lane miles of roadways maintained by Harris County, the third most populous county in the nation, DTS performed a variety of road asset services. DTS used several asset collection vehicles to capture pavement and right-of-way images to assist the County with maintaining its transportation assets. During the project, DTS provided pavement modeling, maintenance and rehabilitation updates and reports and also provided a sidewalk inventory including locations, photos, width and condition rating. Mr. Greives was the Asset Collection Manager for the project.

Pavement Data Collection and PCI Rating, City of Cincinnati, Ohio. The City of Cincinnati contracted with Data Transfer Solutions to perform pavement collection and determine PCI ratings for its 930 centerline miles of City-maintained roadways. DTS is rating the pavement per the ASTM D6433 standard and will integrate the data with the City's pavement management system. Mr. Greives is serving as the Asset Collection Manager for the project.

Consulting Services for Roadway Inventory & Evaluations, Rockdale County, Georgia. Data Transfer Solutions is currently collecting pavement data for the 480 centerline miles of roadway maintained by Rockdale County in accordance with the ASTM D6433 methodology. When complete, a Pavement Condition Index will be calculated for each segment, and the data will be incorporated into the County's pavement management system. DTS will also recommend maintenance activities for the system. Mr. Greives is the Asset Collection Manager for the project.

Pavement and Right-of-Way Asset Surveys, City of Roanoke, Virginia. The City contracted with DTS to perform pavement services in accordance with the ASTM D6433 standard on its 1,110 centerline miles of streets. Additionally, as part of the services, DTS provided right-of-way asset surveys of the City's pavement striping, sidewalks and ADA ramps. Mr. Greives served as the Asset Collection Manager.

Total years of experience

7

Years with firm

7

Education

Computer Repair and Networking

Pavement Management and ROW Survey, City of Orlando, Florida. The City contracted with DTS to collect pavement data for approximately 825 lane miles of City roadways including about 55 miles of brick surface streets. DTS used Mobile Asset Collection vehicles to collect pavement and right-of-way asset data from which Pavement Condition Index and other relevant information was extracted. Mr. Greives served as the Data Collection and Data Processing Operator.

Metro Mobile Data Acquisition, Minnesota Department of Transportation. Mr. Greives acted as the Data Processor for the MnDOT Metro Mobile Data Acquisition project. The project consisted of collecting right-of-way images, pavement images and mobile LiDAR for approximately 1,200 miles of MnDOT maintained roads. Mr. Greives was responsible for the daily operation and collection of the ROW/pavement imagery and LiDAR, maintaining all collection logs, scheduling vehicle/system maintenance and coordinating collected data with the base office. He was also responsible for handling all system troubleshooting of issues as well as verifying quality image collection in the field.

Pavement Condition Index Update, City of Peoria, Illinois. Mr. Greives served as the Data Processor for this project. DTS was tasked with collecting pavement data, determining Pavement Condition Index and providing an updated PAVER street database to the City. DTS used its Mobile Asset Collection (MAC) system to collect the images.

Pavement Condition Rating, City of Charlotte, North Carolina. Mr. Greives acted as a pavement technician and Data Collection Operator for the City of Charlotte Pavement Condition Rating Project. The project consisted of collecting infrastructure assets located within the City's right-of-way including pavement condition, sidewalks, curb and curb with gutter. A DTS Mobile Asset Collection (MAC) Vehicle captured digital street-level images for use in asset extraction. DTS staff extracted pavement distresses, sidewalks, crosswalk, curb and curb with gutter from the imagery collected. The assets were georeferenced and attributed with predefined criteria to assist the City's efforts to manage these assets. The final delivery consisted of a Pavement Condition Report and use of the City's existing Hansen asset management software for pavement budget modeling, an Esri geodatabase comprised of industry standard JPEGs and georeferenced information linked to the City's asset management software system.

Pavement Condition Assessment & Sign Management System, Bexar County, Texas. Mr. Greives's role was MAC Technician for this roadway data and comprehensive asset inventory project. The project consisted of collecting right-of-way assets along 1,200 miles of paved roads including signs, sidewalks and guardrails. The DTS Mobile Asset Collection (MAC) system was employed to capture street-level images for use in asset extraction. This image database was comprised of industry standard JPEGs, with georeferenced information being delivered through an Esri geodatabase and linked to the County's Cartegraph asset management system. DTS provided a corresponding rating for the pavement data collected as well as provided several web-based viewing tools to analyze data including development of a videologger.

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Anibal Rios

Pavement Evaluator

Mr. Rios is a Project Engineer at Data Transfer Solutions. Mr. Rios has strong experience working with pavement and right-of-way assets for clients across the nation. He is proficient in rating assets, performing quality control activities, importing data into pavement management software, preparing pavement condition reports and developing scenarios to ensure that clients can receive the maximum benefit in their operations and maintenance budgets. Mr. Rios is familiar with PAVER, Cartegraph, EarthShaper™, StreetSaver and ArcMap software. Additionally, Mr. Rios often uses VUEWorks® asset management software to assist clients with their scenarios.

Mr. Rios experience includes

Pavement Management and ROW Survey, City of Orlando, Florida. The City contracted with DTS to collect pavement data for approximately 825 lane miles of City roadways including about 55 miles of brick surface streets. DTS used Mobile Asset Collection (MAC) vehicles to collect pavement and right-of-way asset data from which Pavement Condition Index and other relevant information was extracted. Mr. Rios was the Project Engineer for the first phase of the project.

Pavement Condition Index Update, City of Peoria, Illinois. For this project, DTS was tasked with collecting pavement data, determining the Pavement Condition Index and providing an updated PAVER street database to the City. As the Project Engineer, Mr. Rios performed quality control activities, imported the data into PAVER and prepared reports for the project.

Pavement Management Data Collection Services, Seminole County, Florida. The County contracted with DTS to provide road surface testing for an updated survey of the surface and structural condition of approximately 870 centerline miles. DTS collected the data using Mobile Asset Collection vehicles and provided information to Seminole County in accordance with the ASTM D-6433 standard. Mr. Rios served as the Project Engineer for the 2017, 2018 and 2019 collections, and as such he was in charge of QA/QC, importing the data into MicroPAVER, developing pavement management scenarios and writing the final reports. He also assisted with the 2020 and 2021 collections in a subsequent contract with the County.

Pavement, Signs, Sidewalk & ADA Collection / Assessment, City of Lakeland, Florida. The City selected DTS to perform asset management services including pavement data collection and assessment, traffic sign data collection and assessment, sidewalk data collection and visual condition assessment and ADA ramp data collection. DTS uploaded the identified distress type data with corresponding severities and extents into a database, and then calculated each segment's Pavement Condition Index value for maintenance and budget planning. Mr. Rios served as the Project Engineer.

Pavement Analysis Services, City of Mesquite, Texas. DTS was contracted by the City of Mesquite to prepare a pavement assessment for the City's 1,251 lane miles of roadway. The services included pavement data collection and condition rating, as well as sidewalk data collection. As part of his role as the Project Engineer, Mr. Rios developed five-year and ten-year pavement rehabilitation plans for the City.

Total years of experience

7

Years with firm

7

Education

B.S., Industrial Engineering,
University of Central Florida, 2014

Certifications

Texas Department of Transporation (TxDOT) Certifications
PMIS Visual Rater Cert Conc PV. CON 110
PMIS Visual Rater Cert Flex PV. CON 111

Software

PAVER,
Cartegraph
EarthShaper™
StreetSaver
ArcMap
VUEWorks® asset management software

Anibal Rios

Pavement Evaluator

Pavement Condition Survey and Right-of-Way Asset Inventory, Harris County, Texas. Utilizing its fleet of MAC vehicles, DTS collected 12,888 miles of roadway for Harris County, the county in which Houston is located. DTS provided the County with its first pavement condition survey as well as an inventory of sidewalks and ADA ramps. DTS prepared final reports for each of the four precincts within the County for pavement condition evaluation including reporting on IRI, PCI and related data. Mr. Rios was a Pavement Engineer on this project.

Pavement Data Collection, Colorado DOT. Mr. Rios served as a Pavement Rater for this project involving the collection of roadway condition data and images for all State-maintained highways for HPMS (Highway Performance Monitoring System) reporting. The number of miles of data/image collection for CDOT was approximately 12,000 miles annually. An additional 7,000 miles of second direction 2-lane roads were collected for roadway images only as an additional option. International Roughness Index (IRI) was collected using Federal Highway Administration approved equipment that met ASTM E950 standards. DTS provided CDOT an asset data dictionary that contained all HPMS roadway features and attributes through the Stereo Extraction Tool.

Pavement Management Data Collection Services, Pickens County, South Carolina. The County contracted with DTS to provide road surface testing for an updated survey of the surface and condition of approximately 870 centerline miles. DTS collected the data using Mobile Asset Collection vehicles and provided information to the County in accordance with ASTM D6433. Mr. Rios served as the Project Engineer, and as such he was in charge of QA/QC, importing the data into MicroPAVER, developing pavement management scenarios and writing the final reports.

Pavement Condition Rating and Sidewalk and ADA Ramp Inventory and Analysis, City of Greenville, South Carolina. Mr. Rios served as a pavement rater for this project involving the collection of roadway condition data and images for all City-maintained roadways. The City has approximately 265 miles of sidewalks and Mr. Rios also assisted with the QA/QC review of the collected sidewalk data which was gathered utilizing the DTS field sidewalk application. The collected sidewalk and ramp data includes faulting, cracking, spalling, surface width, spalling, ramp slope, gutter slope, can vehicles block ramp, push button heights, etc.

Pavement Condition Index Update, City of Durham, North Carolina. For this project, DTS was tasked with collecting pavement data, determining Pavement Condition Index and providing an updated PAVER street database to the City. As the Project Engineer, Mr. Rios performed quality control activities, imported the data into PAVER and prepared reports for the project.

Pavement Management Services, City of Charlotte, North Carolina. DTS was contracted by the City of Charlotte to prepare a pavement assessment for the City's 5,000 lane miles of roadway. The services included pavement data collection and condition rating, as well as ROW data collection. As the Project Engineer, Mr. Rios developed five-year and ten-year pavement rehabilitation plans for the City and led the PAVER imports.

Pavement Condition Assessment, City of West Jordan, Utah. Pavement Engineer. Data Transfer Solutions provided pavement condition assessment services to the City of West Jordan. These services include using Mobile Asset Collection (MAC) vehicles to collect geo-referenced data for the City's 724 centerline miles of roadway and pavement analysis and calculations.

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Marcial Mota

Pavement Evaluator

Mr. Mota is a Pavement Engineer on the Data Transfer Solutions Mobile Asset Collection and Extraction Team. Mr. Mota has four years of experience in rating pavement, performing Quality Assurance and Quality Control of pavement distresses, performing PCI calculations, writing pavement reports and importing pavement data into a variety of pavement management software. He is proficient in EarthShaper™, AutoCAD, MicroStation, SAS, MicroPAVER and ArcMap. Mr. Mota is a member of the Society of Hispanic Professional Engineers.

RELEVANT PROJECT EXPERIENCE

Pavement Management Data Collection Services, Seminole County, Florida. For Seminole County, DTS used Mobile Asset Collection vehicles to acquire sub-meter accurate imagery of the County's 870 centerline miles of pavement in accordance with the ASTM D6433 standard. Approximately 1/3 of the network was collected each year. Following the rating of pavement by experienced personnel, DTS delivered a MicroPAVER database update and a GIS feature class file. Upon the completion of the first project on which Mr. Mota was a Pavement Engineer, DTS was awarded a subsequent project to perform the services for another 3-year period. Mr. Mota was the Project Engineer for the 2020 and 2021 collections.

Asset Management Services, Bexar County, Texas. Data Transfer Solutions collected roadway asset data related to the County's traffic infrastructure. This latest project, one of several similar projects for the County dating back to 2008, included a sign inventory as well as a pavement condition assessment of 2,400 miles of paved roads. A Mobile Asset Collection vehicle captured digital pavement imagery as well as street level images of traffic signs for use in asset extraction. DTS GIS staff then extracted signs from the imagery collected. The final delivery consisted of an Esri geodatabase comprised of industry standard JPGs, with geo-referenced information linked to the County's asset management system. Mr. Mota was a Pavement Engineer on the project.

Pavement Condition Survey, North Tarrant Express Mobility Partners 3. DTS recently completed this project encompassing 173 lane miles of this Texas expressway. The project involved data collection using a Mobile Asset Collection vehicle, 100% rating of pavement, Pavement Condition Index score development, rutting, ride quality and friction testing. As a Pavement Engineer for the project, Mr. Mota rated pavement in conformance with Texas Department of Transportation standards.

Professional Pavement Management Services, City of San Antonio, Texas. DTS provided a variety of pavement management services to the City including pavement condition assessment and maintenance of the City's pavement inventory. DTS used Mobile Asset Collection (MAC) vehicles to collect the pavement data. Following collection, automated pavement distress extraction occurred followed by verification / modification by trained pavement extractors, with pavement distress types based on the ASTM D6433 standard. DTS also collected rut and roughness data. DTS also analyzed the existing degradation curves and calculated revised curves to reflect actual measured performance. Deliverables included a geodatabase, a videologger application to load images for a particular location and

Total years of experience

4

Years with firm

4

Education

M.S., Civil Engineering, University of Central Florida, 2017

B.S., Civil Engineering, Universidad Iberoamericana, 2010

Certifications

Texas Department of Transportation (TxDOT) Certifications
PMIS Visual Rater Cert Flex PV. CON 111
PMIS Visual Rater Cert Conc PV. CON 110

Software

EarthShaper™
AutoCAD
MicroStation
SAS
MicroPAVER
ArcMap

3-year and 5-year Pavement Preservation Plans. Mr. Mota served as a Pavement Engineer.

Pavement Data Collection Services. City of Plano, Texas. Data Transfer Solutions is currently collecting and rating pavement information for the City of Plano. The project involves more than 500 lane miles of collection and rating. As a Pavement Engineer on the project, Mr. Mota is rating pavement and will assist with the final report.

Pavement Management System, City of Laredo, Texas. The City of Laredo selected Data Transfer Solutions to provide professional engineering services to the City. The scope of the project included the development of a fully functioning pavement management system for the City's road network to include verification of the existing road inventory, performing pavement distress surveys for more than 1,500 lane miles and evaluating, recommending and implementing an appropriate pavement management software program. Mr. Mota was a Pavement Engineer on the project team, and accordingly he assisted with a variety of activities including pavement rating and quality assurance / quality control.

Pavement Condition Rating, City of Charlotte, North Carolina. In our second pavement condition collection and rating project performed for the 17th most populous municipality in the nation, DTS captured roadway data and pavement images using Mobile Asset Collection vehicles. The pavement images were used for pavement condition analysis using the ITRE methodology. Other assets collected by DTS for the City's more than 2,500-centerline mile network were sidewalks, curb and curb type, average width of street per segment and presence of pavement striping. Mr. Mota served in a Quality Assurance / Quality Control capacity for this project.

Pavement Condition Survey, City of Durham, North Carolina. The City chose DTS to perform this field survey of the pavement condition of the network of 720 miles of paved City-maintained streets in accordance with the ASTM D6433 standard. In addition, DTS collected data regarding pavement width, type of curb and gutter and depth of gutter pan to the City's specifications. All results were uploaded into the City's MicroPAVER pavement management system. Mr. Mota was a Pavement Engineer for the project.

Pavement Management Data Collection Services, Pickens County, South Carolina. The County contracted with DTS to provide road surface testing for an updated survey of the surface and condition of approximately 870 centerline miles. DTS collected the data using Mobile Asset Collection vehicles and provided information to Pickens County in accordance with the ASTM D6433 standard. Mr. Marcial was a Pavement Engineer on the project.

Pavement Condition Survey, Cobb County, Georgia. Mr. Marcial served as a Pavement Evaluator for this project which included software implementation, network database development, automated data collection for pavement condition surveys, budget analysis and maintenance optimization for the City's thoroughfares which were approximately 610 centerline miles. The pavement condition survey was conducted per the ASTM D6433 standard, and the data was imported into Cartegraph. Subsequent to this project, the City once again contracted with the firm to perform a follow-up survey of all County-maintained roadways, and Mr. Mota is serving as a Pavement Engineer.

Member of the SNC-Lavalin Group

Jeremy Price

GIS Expert and Feature Extraction Analyst

Mr. Price is a GIS Analyst at Data Transfer Solutions. With a background in GIS, he helps to coordinate Mobile Asset Collection (MAC) projects and serves as the Project Quality Manager on many projects. He works directly with multiple teams within DTS, as well as directly with clients regarding their geospatial needs and deliverables within projects.

RELEVANT PROJECT EXPERIENCE

Pavement Condition Assessment, City of West Jordan, Utah. Data Transfer Solutions provided pavement condition assessment services to the City of West Jordan. These services included using Mobile Asset Collection (MAC) vehicles to collect geo-referenced data for the City's 724 centerline miles of roadway and pavement analysis and calculations. Mr. Price served as the GIS Analyst and Project Quality Manager for the project.

Pavement Management Data Collection Services, Seminole County, Florida. For Seminole County, DTS used Mobile Asset Collection vehicles to acquire sub-meter accurate imagery of the County's 870 centerline miles of pavement in accordance with the ASTM D6433 standard. Approximately 1/3 of the network was collected each year. Following the rating of pavement by experienced personnel, DTS delivered a MicroPAVER database update and a GIS feature class file. Upon the completion of the project, DTS was awarded a subsequent project to perform the services for another 3-year period. Mr. Price served as the GIS Analyst for the initial project, and he has the same role for the current project.

Pavement Condition Assessment, Brevard County, Florida. Data Transfer Solutions provided pavement condition assessment services to Brevard County. These services included using Mobile Asset Collection vehicles to collect geo-referenced data for the County's 1,120 centerline miles of roadway, pavement analysis and calculations, maintenance and repair strategy recommendations, condition forecasting, budget forecasting and recommendations for appropriate pavement management software. Mr. Price served as the GIS Analyst for the project.

Pavement Condition Survey and Right-of-Way Asset Inventory, Harris County, Texas. Utilizing its fleet of MAC vehicles, DTS collected 12,888 miles of roadway for Harris County, the county in which Houston is located. DTS provided the County with its first pavement condition survey as well as an inventory of sidewalks and ADA ramps. DTS prepared final reports for each of the four precincts within the County for pavement condition evaluation including reporting on IRI, PCI and related data. Mr. Price served as the GIS Analyst for the project.

Right-of-Way Imagery Collection, Asset Extraction, and Inventory, Franklin County, Ohio. DTS utilized its fleet of Mobile Asset Collection vehicles to provide right-of-way assets on the City's 543 lane mile network. DTS provided a spatial geodatabase of assets including images and conditions. DTS also preparing a videologger of all the images taken from the MAC vehicles for the project. Mr. Price was the GIS Analyst and the Project Quality Manager for the project.

Total years of experience

6

Years with firm

3

Education

B.S., Environmental Science/ Environmental Management, University of Wes Florida, 2014

Certifications

Geographic Information Systems Certificate, University of West Florida, 2014
Project Quality Manager (PQM) Silver Certificate, 2020

Jeremy Price

GIS Analyst

Pavement Condition Survey, City of Houston, Texas. In its second multi-year contract with the City of Houston, DTS is using its fleet of Mobile Asset Collection vehicles to collect pavement and other assets along 1,231 centerline miles of major streets and 4,918 centerline miles of local streets for the City of Houston. DTS is providing the City with a pavement condition survey and a videologger allowing pavement management personnel to take a virtual drive along City streets. DTS will also prepare final reports for the City for pavement condition evaluation including reporting on IRI, PCI and related data. Mr. Price is the GIS Analyst for the project.

Aerial Mapping, Imageries & Condition Data Collection Utilizing Unmanned Aerial System (UAS), City of Houston, Texas. The City selected the Data Transfer Solutions team to provide UAS services with high-resolution georeferenced deliverables in TIFF and KMZ formats. The services include exploratory survey and mapping, condition rating and emergency response assessment along with cloud storage. Services are being provided in compliance with condition rating systems provided by the City for ditches, bridges and wastewater assets among others. Mr. Price is the Lead Technician on the project.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 20, 2022

Agenda Item #: 2

Agenda Item: Professional Services Agreement with Bureau Veritas Technical Assessments, LLC for ADA Self-Evaluation and Transition Plan Update

Executive Summary: Staff recommends entering into a Professional Services Agreement with Bureau Veritas Technical Assessments, LLC to update the City's ADA Self-Evaluation and Transition Plan in order to ensure appropriate access exists for qualified individuals with disabilities, as well as to comply with State and Federal disability rights laws. Title II of the ADA requires public entities to identify barriers in policies, programs, and the built environment, and to prioritize and develop barrier removal solutions that will facilitate equivalent access for all qualified individuals. The City's ADA Self-Evaluation and Transition Plan was last completed in 2012 and has not been updated since then. Industry best practices require public agencies to update their ADA Self Evaluation and Transition Plans to reflect the changing environment and infrastructure over time. This important process ensures that agencies can identify and remove barriers to their programs, policies, and activities. Funding is available to cover the cost of this Agreement and will be reimbursed through our risk pool's flexible spending account.

Requested Action / Suggested Motions: Pass a Motion to authorize and direct the Mayor to execute a Professional Services Agreement with Bureau Veritas Technical Assessments, LLC for a term of nine months in an amount not to exceed $189,526.00.
Responsible Staff Member: Rebecca Penado, Risk Manager

Responsible Staff Member: Rebecca Penado, Risk Manager (530) 542-6064

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Stroud, City Attorney

Attachments:

01 - Staff Report.docx
02 - BVTA Professional Services Agreement v2
03 - ADA Transition Plan 2012.pdf
04 - Evaluation Scoresheet for RFP 2022-08-05.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: September 20, 2022

Title: Agreement with Bureau Veritas Technical Assessments, LLC for ADA Self-Evaluation and Transition Plan

Location: Citywide

Responsible Staff Member: Becky Penado, Risk Manager - (530) 542-6064

Background:

The City of South Lake Tahoe is seeking to update its ADA Self-Evaluation and Transition Plan in order to ensure appropriate access exists for qualified individuals with disabilities, as well as to comply with State and Federal disability rights laws. Title II of the ADA and Section 504 of the Rehabilitation Act requires public entities to identify barriers in policies, programs, and the built environment, and to prioritize and develop barrier removal solutions that will facilitate equivalent access for all qualified individuals.

The City's ADA Self-Evaluation and Transition Plan was last completed in 2012 and has not been updated since then. Industry best practices require public agencies to update their ADA Self Evaluation and Transition Plans to reflect the changing environment and infrastructure over time. This important process ensures that agencies can identify and remove barriers to their programs, policies, and activities.

Issue and Discussion:

In late June of 2022, a Request for Proposals was initiated for a consultant to update the City's ADA Self-Evaluation and Transition Plan via Planet Bid #2022-08-05. The bid closed on August 5, 2022, and the City received four proposals from the following companies:

- Accessology Too, LLC
- Bureau Veritas Technical Assessments, LLC
- Sally Swanson Architects, Inc.
- SZS Engineering Access, Inc.

A selection panel comprised of Heather Stroud, City Attorney; Olga Tikhomirova, Finance Director; Randy Carlson, Associate Civil Engineer; and Rebecca Penado, Risk Manager/ADA Coordinator reviewed and scored the submittals based on the following criteria:

- Cover Letter (0-5 points)
- Executive Summary (0-10 points)
- Company History, Background, and Experience (0-20 points)

- Scope of Work/Implementation (0-35 points)
- Project Budget & Fee Proposal (0-25 points)
- Description of Recent Projects/References (0-5 points)

The scoring was as follows (average of scores from each evaluator):

- Bureau Veritas Technical Assessments, LLC 90.25
- SZS Engineering Access, Inc. 82.375
- Sally Swanson Architects, Inc. 76.75
- Accessology Too, LLC 76.5

Based on the scores determined in the review process, staff recommends passing a motion to authorize and direct the Mayor to execute a Professional Services Agreement with Bureau Veritas Technical Assessments, LLC to complete the project of updating the City's ADA Self-Evaluation and Transition Plan.

Financial Implications: The contract amount is not to exceed $189,526. Budget is available in Risk Management Professional Services FY21-22 account 100-01220-42020. Amount expended on services will be reimbursed through the City's PARSAC/CIRA risk management flexible spending account into account 100-01220-36288 Insurance Reimbursements.

Environmental Considerations: This action is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(5) (organizational or administrative activities that will not result in direct or indirect physical changes in the environment). Alternatively, this action is categorically exempt from review under CEQA Guidelines section 15301 (existing facilities) because it consists of the operation, repair, maintenance, or minor alteration of existing public structures and facilities involving negligible or no expansion of existing or former use.

Policy Implications: Updating the City's ADA Self-Evaluation and Transition Plan will increase access to City facilities and programs to individuals with disabilities.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 20th day of September 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Bureau Veritas Technical Assessment, LLC** ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until the project is complete and shall not exceed nine (9) months' time.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$189,526.00** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills will be on a lump sum per task item on a progress basis as described in Exhibit B. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.
Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. 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 for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by

any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

    In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Bureau Veritas Technical Assessments, LLC
180 Promenade Circle, Suite 150
Sacramento, CA 95834

Provide a copy to: Bureau Veritas Technical Assessments, LLC
Erik Piller, Senior Vice President
180 Promenade Circle, Suite 150
Sacramento, CA 95834

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be

permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

    b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;
        ii. The person's or organization's policy of maintaining a drug-free workplace;
        iii. Any available counseling, rehabilitation and employee assistance program; and
        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

        i. Will receive a copy of the Consultant's drug-free policy statement; and
        ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

    Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the

language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____
Devin Middlebrook, Mayor

Date _____

CONSULTANT:

By _____
Erik Piller, Senior Vice President

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____
Heather L. Stroud, City Attorney

Date _____

ATTEST:

By_____
Susan Blankenship, City Clerk

Date _____

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

D. SCOPE OF WORK/IMPLEMENTATION

Bureau Veritas will conduct a kick-off meeting with the City of South Lake Tahoe to define communication channels, define the scope of work, and to review the facility and program lists. Discussions will include recent and proposed capital improvements and available programs at each of the facilities. Bureau Veritas will note public use patterns and prioritization of the facilities and programs.

Prior to the kick-off meeting, Bureau Veritas will provide a pre-assessment questionnaire for each site and other documentation. Documents requested, if readily available, are:

- Prior accessibility transition plans or self-evaluations
- Site plans / floor plans
- Identification of any/all historic structures
- Description of each facility's purpose
- As-built drawings (with dates of construction)
- Current reasonable accommodation policy
- Intersection / street / curb plans / previous sidewalk survey

The initial discussions with the City staff will include the following elements:

- Roles and lines of communication between and within both the City and Bureau Veritas.
- Protocols for interaction between all parties throughout the project: Contact information should include the office and cell numbers for a minimum of 2+ contacts with the appropriate City staff and Bureau Veritas.
- Field assessment logistics: Normally, Bureau Veritas does not require escorts to perform the field assessments, except where escorts may be required within restricted areas. Outline areas of client's highest priority for any assessment to be completed during any training phases, likely complexity of assessment data processing, efficient workflow each day of the assessment, and City requests.
- Facility mapping.
- Protocol for handling paths not clearly designated on the map, not collected due to construction, or otherwise deemed inaccessible. (PROW Survey)
- Strategies for connectivity between isolated urbanized areas. (PROW Survey)

Field schedules and facility management interviews will be conducted once the schedule is approved by the City. Once the field schedule is approved, Bureau Veritas will deploy trained accessibility assessors with backgrounds in Landscape Architecture, Architecture, Engineering, and Building Systems for facility assessments. All field resources assigned have been professionally trained in accessibility assessments and have performed numerous assessments.

Program Access and Policy Review

Bureau Veritas is experienced with the program access test defined in Title II 35.150(b), and realizes that not all amenities are required to be accessible. Bureau Veritas's goal is to assist the City in providing the most economically viable improvements for its users. Through consultation with staff, stakeholder surveys and our field observations, Bureau Veritas will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.

An assessment of the City's programs will be performed. The United States Department of Justice defines "programs" as the "programs, services and facilities" of a Title II entity. The current status of the City's programs as defined by the DOJ will be evaluated through discussions with City staff and a review of documentation. The goal mandated by Title II of the ADA is to ensure that individuals with disabilities are not excluded from services, programs, and activities because buildings are inaccessible or other assistance is not available. Steps needed to make programs accessible to disabled individuals will be detailed, such as, providing sign language interpreters to enable an individual with a disability to obtain the service, or providing benefits at an alternative accessible location in order to ensure that individuals with disabilities receive the benefits or services.

Bureau Veritas will meet with the designated representatives of the City to gather information from the various departments regarding the access opportunities or problems which have arisen in the past. Bureau Veritas will evaluate the issues and experiences with respect to the provision of services to people with disabilities.

A program survey will address issues with respect to the delivery of accessible programs and services. A policy and program review provides a greater scope of information about structural changes required for barrier removal.

The list of public programs and methods of communication with the public has not been provided to Bureau Veritas as part of the City's request for a proposal. As such, Bureau Veritas has limited the review of said programs and communications to eighty (80) man hours. Bureau Veritas will work with the City to prioritize the review to those programs with the highest impact to the community.

It is possible that the program assessment will determine that providing full access to a given program, service or activity is simply not possible. In such a case, Bureau Veritas will work with the City to determine if providing full access to the program would be an "undue financial and

administrative burden." Determinations regarding a finding of an "undue financial and administrative burden" require specific documentation as set forth in the Title II regulations.

Public Outreach

Community engagement is an essential part of creating a successful Transition Plan and Policy Procedure Guideline. BV with work with the city to seek input from Staff, the general public, and the accessible community. This input is critical for understanding how facilities are actually being used and how to increase usability. Early engagement increases community awareness, engagement after the draft Transition Plan increases buy-in from the community, especially those advocating for accessibility.

The community engagement results and the City's ADA Compliance Team's advice will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or activity is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

Bureau Veritas has experience with public outreach, including public input to the transition plan. Public outreach must be conducted prior to development of the Transition Plan, in order to determine user priorities and program opinion. Bureau Veritas will arrange for and conduct a public outreach meeting for the community at large. Bureau Veritas will reach out to local disability rights and service organizations for their valuable community input.

Bureau Veritas's goal is to assist the City in providing the most economically viable improvements for its users. The results of the initial public outreach and the advice of the City's ADA Compliance Team will be incorporated into the Transition Plan. Bureau Veritas will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.

PUBLIC SURVEY RESULTS FOR CITY BUILDINGS

FEATURE	% OF RESPONDENTS WHO RATED FEATURE NO. 1	% OF RESPONDENTS WHO RATED FEATURE NO. 2	% OF RESPONDENTS WHO RATED FEATURE NO. 3	% OF RESPONDENTS WHO RATED FEATURE NO. 4	% OF RESPONDENTS WHO RATED FEATURE NO. 5
Public Restrooms	60%	0%	40%	0%	0%
Accessible Seating	20%	30%	20%	20%	0%
Accessible Routes	20%	30%	10%	20%	20%
Entrances / Doorways	0%	10%	20%	40%	30%
Parking Accommodations	0%	10%	10%	40%	40%

PUBLIC SURVEY RESULTS FOR CITY PARKS

FEATURE	% OF RESPONDENTS WHO RATED FEATURE NO. 1	% OF RESPONDENTS WHO RATED FEATURE NO. 2	% OF RESPONDENTS WHO RATED FEATURE NO. 3	% OF RESPONDENTS WHO RATED FEATURE NO. 4	% OF RESPONDENTS WHO RATED FEATURE NO. 5	% OF RESPONDENTS WHO RATED FEATURE NO. 6
Parking Accommodations	55%	0%	22%	11%	11%	0%
Public Restrooms	22%	44%	0%	22%	11%	0%
Accessible Pavilions / Seating	11%	33%	22%	33%	0%	0%
Park Trails / Accessible Routes	11%	11%	11%	11%	33%	22%
Access to Sporting Fields - Basketball, Soccer, Softball	0%	11%	11%	11%	22%	33%
Playgrounds	0%	0%	33%	11%	22%	44%

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City website.

OPTION: Review of Website Accessibility

The ADA applies to Title III public accommodations' websites, regardless of whether there is a specific regulation or technical standard in the ADA standards.

In a 2018 letter to Congress regarding business owned websites, the Department of Justice (DOJ) noted, as it has in the past with other elements, spaces, or technologies for which there are no technical accessibility specifications, that the absence of a technical standard does not "serve as a basis for noncompliance" with the ADA's general obligation to ensure equal access to goods and services. Rather, it means that public accommodations have "flexibility" in how to facilitate that access.

Existing website standards and guidelines can help web developers create and maintain accessible websites. DOJ has often referred to the Web Content Accessibility Guidelines (WCAG 2.0), developed by the Web Accessibility Initiative (WAI), as a way of measuring the accessibility of websites.

Bureau Veritas will analyze and evaluate the client's website for accessible content, including use of the WAVE web accessibility evaluation tool or similar technology. Applying the current WCAG version (currently 2.1), Bureau Veritas will determine barriers to accessibility within the client's website and present appropriate barrier removal.

Transit Accessibility Program

When we draft transition plans for the City's public rights of way, we will be taking the availability of public transportation into account. As we've noted elsewhere in this response, federal law requires that when the program or activity of "getting around a community" is analyzed and maximum accessibility should be provided. At the same time, it is unrealistic to assume that a public entity's streets and sidewalks will be fully accessible as if they were built to current standards.

With rare exceptions, the existing conditions found in any public entity's public rights of way are not going to allow for a single massive construction project in order to provide perfect physical access. Accordingly, other matters; most notably public transit, shuttle services, paratransit and special transport services should be analyzed as part and parcel of a total picture of municipal accessibility.

Our PROW review will include review of up to 25 designated transit stops.

Facility and Parks Assessments

An experience accessibility field observer will visit each property to observe the general condition of the site, facility interior, facility exterior improvements, and review available documents in order to familiarize themselves with each site's specific accessibility issues. Bureau Veritas will conduct a walk-through visit of each facility in order to observe and identify physical accessibility deficiencies and formulate recommendations to eliminate the physical barriers.

As a part of the assessment process, Bureau Veritas will meet with a City representative in order to gain a clear understanding of the overall features and programs, property condition, and completion dates of additions and/or renovations, either on-site as part of the individual site assessment or at City offices reviewing the entire City inventory. Areas to be observed include all interior and exterior features of the property, including parking lots, amenities, sidewalk/pathways, recreational assets, exterior access ramps, all interior areas accessible to the public, and employee areas.

The field observer will develop recommendations based on the walk-through visit and interviews with City representatives and Bureau Veritas's vast experience gained on similar properties previously evaluated. The field observer may also question others who are knowledgeable of the property's physical condition and operation, or of similar systems to gain comparative information to use in evaluation of the property.

The field observer will review documents and information provided by City that could aid Bureau Veritas's knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

During the walk-through, the observer will utilize a field checklist based on the 2010 ADA Standards for Accessible Design, which are the current ADA accessibility guidelines (ADAAG), as well as any more stringent accessibility standards defined by the State of STATE and local accessibility codes.
The field observer will utilize a digital level, measuring tape, door pressure gauge, light and sound meters, and digital camera or an iPad with equivalent capability to evaluate existing elements to determine if barriers are present. The observer will identify and prioritize any existing improvements not in accordance with ADA, state, and local

accessibility requirements, in the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the City and by public survey results, such as:

- Physical access to the property
- Access to interior public areas
- Access to common areas, including recreation facilities and other observable space
- Access to restrooms; and
- Removal of remaining barriers

The field checklists will incorporate the applicable standards. An excerpt of the field checklist is included below.

The Bureau Veritas team will assess exterior areas and interior common areas that are defined as areas of public accommodation, as well as the employee areas defined by the City. Bureau Veritas will identify existing non-compliant conditions, including but not limited to, the elements specified below (if applicable):

- Space allowance/ranges
- Accessible routes, vestibules, corridors
- Protruding object
- Ground/floor surfaces
- Loading zones
- Curb ramps
- Ramps
- Stairs
- Elevators
- Platform lifts
- Windows
- Doors
- Hardware
- Work surfaces
- Entrances and exits
- Drinking fountains and water coolers
- Water closets
- Toilet stalls
- Urinals
- Lavatories and mirrors
- Bathtubs
- Shower stalls
- Toilet rooms
- Bathrooms
- Dressing/fitting rooms
- Sinks
- Storage
- Handrails, grab bars, and tub/shower seats
- Controls and operating mechanisms
- Alarms (visual, audible)
- Detectable warnings
- Signage (Braille, visual)
- Telephones
- Switches and outlets
- Seating and tables
- Assembly areas
- Parking
- Sidewalks and walkways
- Playgrounds and play areas
- Pools/aquatic facilities
- Recreational assets

If proposed solutions to the identified barriers to accessibility would place an undue administrative or financial burden on the City, Bureau Veritas will discuss these solutions in advance with City staff. Bureau Veritas will provide an order of magnitude (pre-planning level) estimate for all items of work necessary to bring each facility into compliance. All estimates will be based upon current year costs without escalation. Escalation factors can be included if preferred by the City.

WHEELCHAIR STALLS	**YES**	**NO**	**N/A**	**NOTES**	**Regulatory Section**
Is there 48” min. from the door side of compartment to any wall or obstruction when approach to compartment is parallel approach to the latch side of the door? Measurement must be made perpendicular to compartment door when fully closed from outside of door to obstruction outside compartment.					CBC Chap 11B-604.8.1.2
Does door have door pulls on both sides of door near the latch?					CBC Chap 11B-604.8.2.2
Is centerline of water closet 17" min. to 18" maximum from side wall?					CBC Chap 11B-604.2

PRIORITY RANKING AND CLASSIFICATION

The analysis will include all barriers to be ranked by Priority Classes. The five classes below are DOJ recommended but can be altered to meet your specifications and needs:

Priority 1: Accessible Approach and Entrances – An entity providing accommodation to the public is required to take measures to provide access to a place of public accommodation from public sidewalks, parking, or public transportation. These measures include, for example, installing an entrance ramp, correcting tripping hazards or lessening the slope of a curb ramp. At least one route of travel to each amenity or feature should be safe and accessible for everyone, including people with disabilities.

Priority 2: Elements along the Accessible Route – Barriers which occur along the path of travel shall be removed, where such a barrier is easily accomplishable. Examples include moving items within reach range, widening doors, installing accessible door hardware, and removing high-pile carpeting.

Priority 3: Restroom Facilities – Barrier removal may include widening of toilet stalls, installation of grab bars. replacement of sinks and drinking fountains.

Priority 4: Access to All Other Features and Amenities – Measures are required to provide access to other areas. This priority is for items not required for basic access in the other three higher priorities.

Priority 5: Employee-Only Areas – Employee-only areas are designated as the lowest priority, as a method of placing public spaces as a higher priority for barrier removals.

Public Rights-of-Way Evaluation

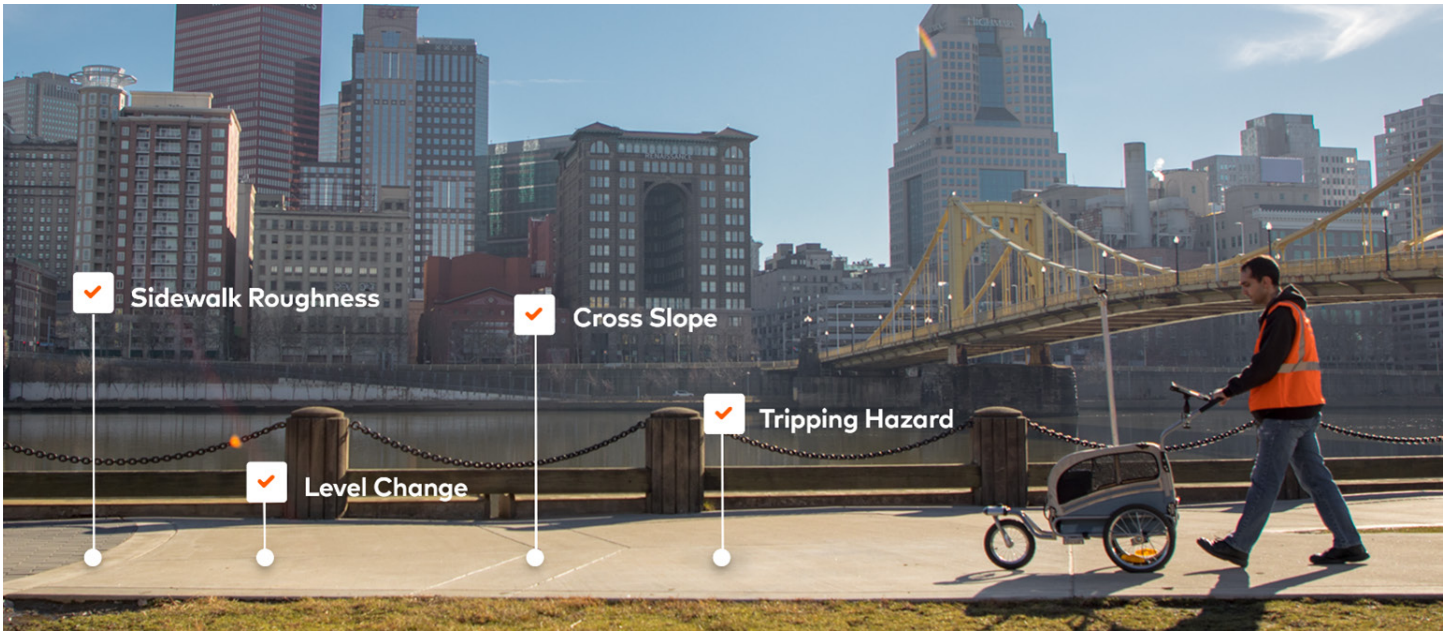
Prior to initiating the public right-of-way portions of the contract, Bureau Veritas (BV) will confirm the list of sidewalks, streets and curb cuts that will be analyzed.

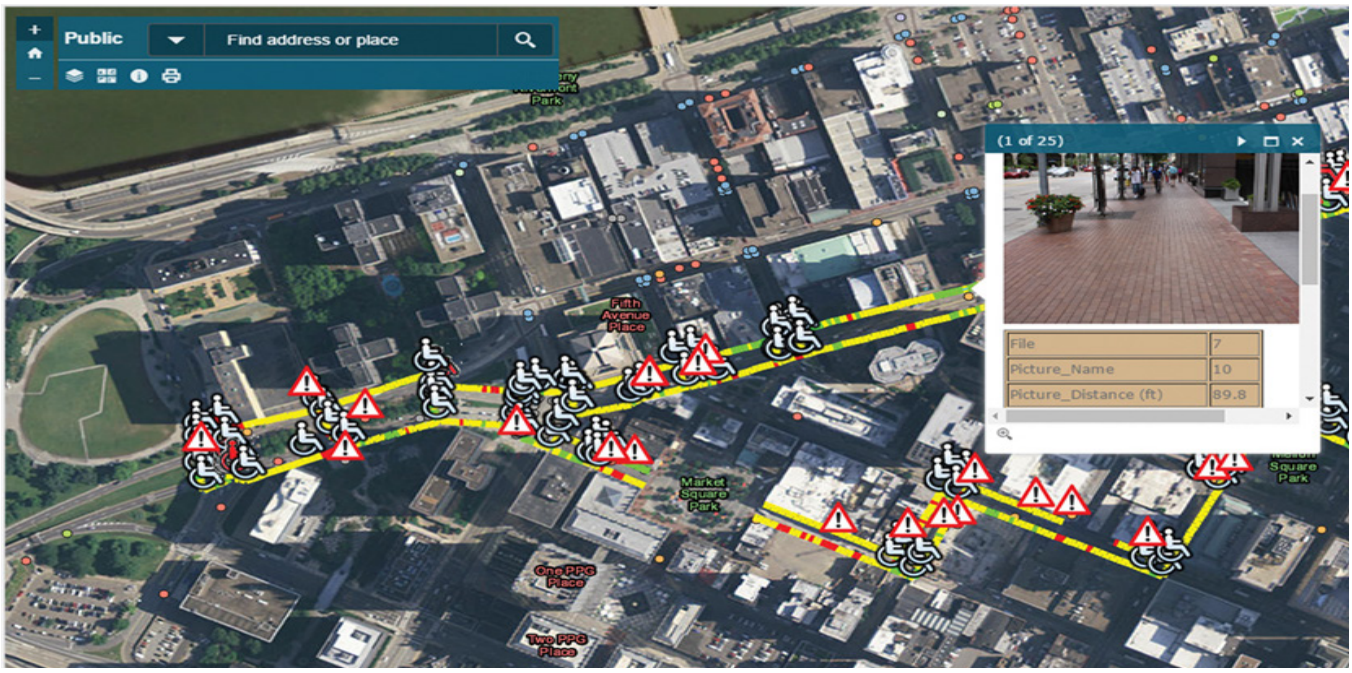
BV will systematically survey the sidewalk and street crossing surface environment for compliance with state, local, and Federal accessibility standards. BV will document changes in level, horizontal openings, upheavals, and other pathway events that may pose a barrier or potential hazard in the sidewalk and street crossing environment. Any major impediments and obstructions will be recorded.

BV will measure the grade and cross slope of each element of the curb ramp. The barriers of each curb ramp or the lack of a curb ramp will be documented. BV will capture deficiency data for transit stops, signalized intersections, and un-signalized intersections, including access to pedestrian pushbuttons and the condition and presence of crosswalk markings.

The PROW survey will begin in those priority areas that received the highest rank and will then extend to the other areas which are part of the rights-of-way list. This evaluation will identify and record any gaps in connectivity, potential safety hazards, obstructions, missing curb ramps, and general noncompliance with accessibility regulations, including the following:

- Assessment of the Pedestrian Right of Way (Sidewalks)
- Assessment of Curb Ramps
- Assessment of Pedestrian Crossings, Signalized Intersections, Un-signalized Intersections





Public Rights of Way Assessment Process (PROWAP) Technology

The BV team will utilize a proprietary PROWAP engineered by PathVu to efficiently and accurately assess the conditions that exist in the sidewalk environment within the City's jurisdiction. An assessment coordinator utilizes pathMet, a pushcart system, along each sidewalk corridor, which systematically evaluates the sidewalk surface and environment for compliance with state and federal accessibility standards. The system automates the process of discovering and documenting changes in level, horizontal openings, upheavals, or other pathway events that may pose a barrier or potential hazard in the sidewalk environment. The PROWAP system provides spatial information about the features discovered, including GPS data, a digital image, and the distance along the stroll path. BV is able to provide an objective high-resolution data that inventories and characterizes sidewalk conditions. The collection device is engineered to meet ASTM standard E3028 with the output providing a route accessibility index allowing for prioritization based upon the customer's needs.

Data collection for curb ramps is also effectively streamlined by use of the curbMet tool. The curb ramp data collection tool is used to measure the grade and cross slope of each element of the curb ramp. Once the dimension measurement portion of the curb ramp assessment is finished, the entire assessment is complete, the data output is analyzed and indexed based on the customer's needs.

PROW Deliverable

The sidewalk data collected is integrated, along with various 3rd party data, into the pathVu data analytics platform and is processed to provide a characterization of a span of the sidewalk. Condition, grade, and curb ramp information are all combined to provide a comprehensive view of a walkability network and enables engineering firms and municipalities can use to prioritize and spec the sidewalk repairs and upgrades. Reports from both data collection tools are combined and presented to the customer in GIS and Shapefiles.

The sidewalk and street crossing reports will include the following:

- Conversion of field data into the agreed upon format for import and use by the City.
- Spreadsheet data in Microsoft Excel format that contains a worksheet with the collected data for each feature type assessed, as well as a worksheet that contains the best path of travel data.
- Relatable tables (including GPS coordinates) in a file that contain the results of the assessment.

Standard Plans Review

BV will review the City Standard Plans or "Public Improvement and Engineering Standards" (PIES) for ADA compliance and identify necessary revisions and recommended additions. BV has included 48 hours of review time in our costs.

Transition Plan

The field assessment data and costs, programs assessment, and the public rights-of-way data and costs will be brought together in one document to form the Transition Plan. Once the assessments of the programs, buildings, facilities, and parks are complete, data will be analyzed and prioritized. The Transition Plan document will include all identified barriers to accessibility, associated costs for barrier removal, and tentative solutions.

Solutions will be discussed with City staff and presented to stakeholders, as needed. Once all facility assessments have been completed, a Draft Transition Plan will be prepared. The Transition Plan will provide a framework for full compliance with the accessibility regulations.

The Transition Plan process comprises the following components:

- Identification of physical and programmatic barriers in facilities under the City's jurisdiction.
- Determination of the barrier removal remedy and an order of magnitude estimate of the cost of the barrier removal required to eliminate the physical barrier or discriminatory practice.
- Assignment of priority level to the barrier removal.
- Formulation of the Transition Plan within the parameters of projected fiscal year budget constraints.

Within the Transition Plan, Bureau Veritas notes work that shall remove physical and programmatic barriers in existing facilities, and communication barriers structural in nature, where such removal is able to be carried out without much difficulty or expense. This document will outline in detail the steps required for the City to achieve accessibility compliance. Where the Transition Plan identifies work which will take longer than one year to complete, a multi-year schedule with priorities will be provided.

Results of the initial public outreach and the advice of the City's ADA Compliance Team will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or activity is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

Bureau Veritas will meet with the ADA Compliance Team to present a Draft Transition Plan and gain its input and commentary on the Draft Transition Plan prior to presentation to the community.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City website. Following the public meeting, Bureau Veritas will meet with the ADA Compliance Team to review all applicable commentary and to make choices regarding the draft final plan to be presented to the City. Regular maintenance or rehabilitation projects and that accessibility projects are blended into other scheduled work, when possible.

Following the review and inclusion of public comments in the Transition Plan, Bureau Veritas will submit the Final Transition Plan in printed and electronic copies to the designated parties and stakeholders. The Final Transition Plan will include an executive summary, and a description of how the entire self-evaluation and transition planning process was conducted. Bureau Veritas will present the Final Transition Plan to the City at a scheduled meeting. Along with the Transition Plan and a summary, Bureau Veritas will prepare a PowerPoint presentation that will explain how the Transition Plan was formed, the choices which were made with respect to accessibility solutions, the manner in which budget decisions were made, and the benefits that the implementation of the Transition Plan will bring to the City.

Deliverables

The deliverables are:

- Facility ADA Assessments- individual facility reports
- Public Rights-of-way Assessments- individual rights-of-way reports
- Program Access and Policy Review - Optional
- Public Outreach Meetings (2) and Public Survey
- Transition Plan

The facility assessment and program assessment reports are provided in electronic format and are typically represented in three formats:

- Word® document converted to an Adobe PDF, with photographic images of barriers and GPS positioning of exterior barriers.
- Excel® spreadsheet with code references, existing conditions, barrier resolution, and cost data.
- Cloud-based database ADA AssetCALC™.

Bureau Veritas will provide an ADA report for each facility assessment with a description of each barrier observed and recorded, and will define the location, recorded measurements, barrier description, applicable ADAAG/ state/local code reference, viable corrective action, priority, and order of magnitude (pre-planning level) cost estimate of repair. Color photographs of each barrier are included with the barrier record. Barriers will be identified and presented by individual facility. Each report will include an executive summary, including a summary cost table identifying the estimated cost to correct each facility.

The Public Rights-of-Way (PROW) reports will be provided with all of the collected and derived data in a spreadsheet

format compatible with Microsoft Excel and as a file geodatabase that is compatible with GIS products. The PROW data is separated into two primary data sets; the Segment Data that contains surface information, and the Feature Data.

Bureau Veritas will use our web-based database, ADA AssetCALC™ for the facility assessments, and for components of the Transition Plan. ADA AssetCALC™ will provide the City with the ability to generate cost tables for all facilities, or for each individual facility. Similar types of barriers can be queried within the ADA AssetCALC™ database across all facilities, with the resulting ability to improve purchasing and contracting power. Barriers can be ranked by priority for removal. Photos will be uploaded to ADA AssetCALC™ to be viewed as a photo log or individually, when reviewing a specific barrier. Bureau Veritas will provide a Transition Plan, which will include the program access report, presented in a Word document converted to an Adobe PDF, with the data exportable to an Excel format. Bureau Veritas will provide an electronic draft of the reports for review, including text, tables, digital photos, field notes, and supporting documentation. Final reports will be provided after all City comments have been addressed.

Data Management Solution - ADA AssetCALC™ Software

Bureau Veritas is providing access, at no additional charge, to ADA AssetCALC™ for a period of one year. This platform streamlines the Capital Planning and ADA Transition Planning process by compiling funding requirements for barriers and creating budget models based on project priority, life cycle maintenance, and repair requirements.

The City is not required to utilize this software as we will provide hardcopy reports and we can export the data to Excel and Word formats. We have included ADA AssetCALC™ licenses for two (2) years with unlimited users. If the City wishes to use the software after the initial year. The annual license fee will be $2,000.

ADA AssetCALC™ is a web-based SQL database platform that enables users to query, edit, and analyze their facility accessibility and condition data to plan immediate and short-term barrier repairs, and budget capital expenditures throughout the lifecycle of a single building or an entire portfolio. The system unites Bureau Veritas' experienced field data collection methods with advanced planning and reporting tools, construction cost library, location mapping features, digital photo management, and document storage. ADA AssetCALC™ will provide the City with the ability to list, prioritize, query, and track deficiencies recorded through the Self-Assessment Process. It is easy to use, and populated with accessibility requirements pertinent to the City. Bureau Veritas recognizes that budgets change and the Transition Plan must be able to account for unplanned occurrences. ADA AssetCALC™ provides a process to complete work on those barriers that have been corrected over time. Reports can be queried instantaneously to reflect the barriers corrected. ADA AssetCALC™ provides the ability to track progress over time.

Prior to populating the database, Bureau Veritas will work with the City to establish required attributes and data points associated with each asset. This will include a discussion of the relative priority of the asset requiring barrier removal. This will include all City physical assets and will be grouped in a hierarchy based on site location, asset group, and function.

Bureau Veritas will utilize ADA AssetCALC™ to track physical accessibility needs associated with the Implementation/ Transition Plan. The database contains a capital planning and transition planning module in which accessibility construction projects may be established, including barrier removal priorities. It will provide the City with a consolidated database of capital projects related to barrier removal. Capabilities of ADA AssetCALC™ include, but are not limited to:

- Microsoft.net web-enabled software
- Customizable fields, groupings, and reporting
- Reports, charts and graphs to forecast capital needs for individual buildings and construction projects
- Progress reports and tracking of the corrective measure progress
- Capital budget planning tools to assign and track progress over fiscal years
- Corrective action work completed/progress complete
- Access to the observed site conditions of barriers with photographs and GPS positions of exterior barriers
- Updateable cost library makes budgets more accurate over time
- Customizable priority framework and search tools to help decision makers
- Export tools to take data to other applications, including Microsoft Excel
- Repository for storing and searching documents related to buildings and component
- ADA compliance library to plan and track accessibility improvements
- Administrative tools for managing user access

ADA AssetCALC™' reporting can include GPS coordinates for locations of each exterior barrier on a satellite map. Bureau Veritas, in conjunction with Google Earth imaging, provides the most recent satellite mapping. Each exterior barrier is indicated by its own GPS marker.

Screenshots and a live demonstration are available upon request.

Observation Input / Barrier Detail Screen

Bayview Park > Accessibility Observations

Save Cancel

Assembly:	Baseball/Softball Field
Type:	Bleacher Seating
ADAAG#:	221; 802.2; 802.3
Detail:	The required number of wheelchair spaces is not provided at the bleacher seating for the ballfield.
Area:	Baseball/ Softball Fields
Location:	Baseball/Softball Field
Observed:	5/26/2011 by BAHamrick (use MM/DD/YYYY for the date)
Resolution:	Provide wheelchair spaces at the bleacher seating to comply with Table 221.2.1.1. Provide at least one wheelchair space per side. Wheelchair spaces shall not have slopes steeper than 1:48. A single wheelchair space shall be 36" wide minimum. Where two or more wheelchair spaces are provided, each wheelchair space shall be 33" wide minimum. Where a wheelchair space can be entered from the front or rear, the wheelchair space shall be 48" deep minimum. Where a wheelchair space can be entered only from the side, the wheelchair space shall be 60" deep minimum. Each wheelchair space shall adjoin an accessible route. Accessible routes shall not overlap
Site Conditions:	Two sets of bleachers are provided at the playing field; however wheelchair spaces are not provided.
Quantity:	40 SF
Unit Cost: Total:	$ 4.37
Priority:	- 4 -

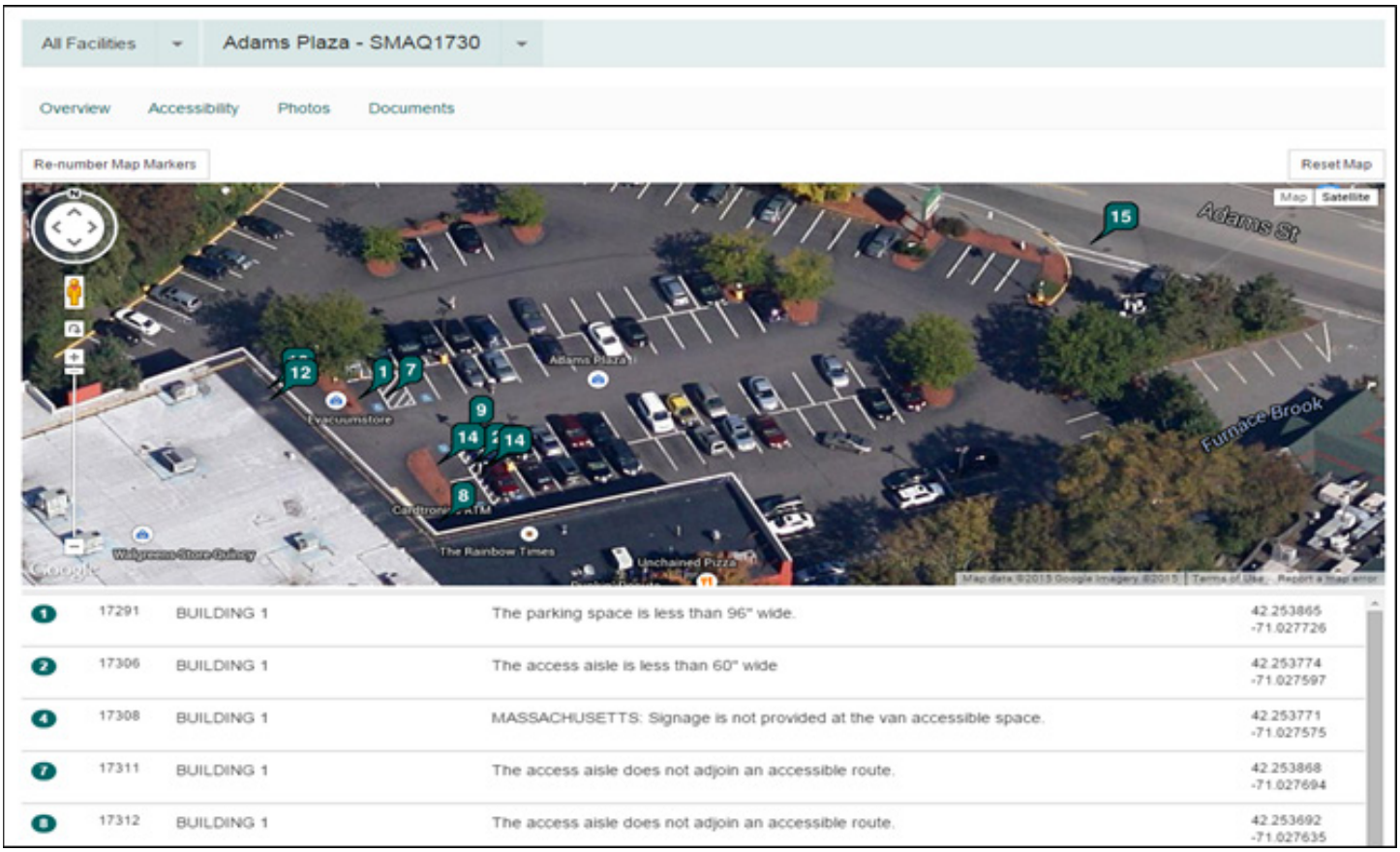
Photos:

View full size
Delete
Make Default Photo

View full size
Delete
Make Default Photo

Browse... Browse... Browse... Browse...

Interactive GPS map with numbered icons



1	17291	BUILDING 1	The parking space is less than 96" wide.	42.253865 -71.027726
2	17306	BUILDING 1	The access aisle is less than 60" wide	42.253774 -71.027597
4	17308	BUILDING 1	MASSACHUSETTS: Signage is not provided at the van accessible space.	42.253771 -71.027575
7	17311	BUILDING 1	The access aisle does not adjoin an accessible route.	42.253868 -71.027694
8	17312	BUILDING 1	The access aisle does not adjoin an accessible route.	42.253692 -71.027635

Work Completed/Verified Report

Marian Road - Sitework - General (Marian Rd.)										
Obs#	Observation	Location	UFAS Ref#	Qty	Unit	Unit Cost	Total	Reported Complete	Verified	Verification Comments
3-8	ADA - Parking stalls and access aisles require re-leveling to meet UFAS guideline	Front of building	4.7.5: 4.6	1	ea	$3,998	$3,998	☐	☐	
9-10	ADA-Install new curb cut (concrete sidewalk)	Front of building	4.7.5	1	ea	$1,561	$1,561	☐	☐	
1	ADA-Submit waiver to HUD for variance			1	ls	$0	$0	☐	☐	
2	ADA-Submit waiver to HUD for variance	The concrete sidewalk is on the East front side of the property and runs straight up the hill to the exterior parking of the building.	4.3.8: 4.5.2: 4.3.2(1).	1	ls	$0	$0	☐	☐	
12	Replace damaged concrete	The sidewalk is located off of the third floor solarium in the outside sitting area.	4.5.2	8	lf	$496	$3,968	☐	☐	
						Sitework Percent Reported Complete/Verified:		0.00 %	0.00 %	
						Sitework Total:	$9,527			
						Marian Road Percent Reported Complete/Verified:		0.00 %	0.00 %	
						Marian Road Grand Total:	$9,527			

The ADA AssetCALC™ cost estimating database is based on both Whitestone Research and RS Means data, and further customized with proprietary cost tables developed by Bureau Veritas, based on historical and localized actual costs. Bureau Veritas maintains and updates the cost estimating system with information received from the field. Through ADA project management and construction monitoring work, Bureau Veritas has current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows Bureau Veritas to calculate costs based on local conditions to maintain a cost database that is typically more current than Whitestone Research and RS Means' models.

Typically, barrier removal planning level cost estimates are based upon the removal of the specific element, for example, a parking stall or curb ramp. In some site-specific instances, barrier removal may affect an area beyond the specific location of the barrier. Grading plans based on field surveys using land surveyor instrumentation, or architectural plans requiring wall relocation could result in significantly different material quantities and subsequent higher project costs. The database contains standardized order of magnitude cost estimates for barrier removal for use in prioritizing the work in the Transition Plan. At the implementation stage, it is anticipated a detailed specification will be prepared and bids will be generated to establish planning level costs. ADA AssetCALC™ cost estimates are pre-planning level, order of magnitude barrier removal cost estimates. Cost tables, similar to the ones detailed in the table below, will be provided for each facility/site.

ADA AssetCALC Summary Cost Table

Barrier ID	Type	Barrier Priority	Detail	GPS Lat/ Long	Location Desc	Ref. #	Quantity	Cost	Unit	Total
59893	Building Entrance-Doors	1	The maneuvering clearance at the entry door is not compliant	34.603538 -118.153558	Main building entrance	CBC Chap 11B-404.2	1	1750	EA	1,750
59867	Bathrooms/ Bathing Rooms/ Shower Rooms-Sinage	3	The women's restroom does not have compliant signage at the door		Women's public restroom	CBC 216.2, 703.1, 703.2, 703.5	1	110	EA	$ 110

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$189,526.00**
Program Management	**$10,320.00**
ADA Title II Survey & Individual Reports	**$95,526.00**
Transition Plan	**$17,280.00**
Public Rights-of-Way Survey/Reporting	**$31,380.00**
Program and Policy Review	**$18,800.00**
Public Outreach Meetings (2) and Council Meeting	**$6,240.00**
Optional Website Review	**$9,980.00**

(travel is included in the TOTAL (not to exceed amount))

TOTAL (not to exceed)	**$189,526.00**

TIMELINE

The services shall begin on a date agreed upon by both parties and last until the project is complete and shall not exceed nine (9) months' time.

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Name, Title

By:_____

City of South Lake Tahoe

"making a positive difference now"

ADA

Transition Plan

August 2012

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The City of South Lake Tahoe
Transition Plan

Introduction

The American with Disabilities Act (ADA) is a comprehensive civil rights law for persons with disabilities in both employment and the provision of goods and services. The ADA states that its purpose is to provide a "clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities." Congress emphasized that the ADA seeks to dispel stereotypes and assumptions about disabilities and to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for people with disabilities. This ADA Facilities Transition Plan Update is being prepared to partially fulfill the requirements set forth in Title II of the Americans with Disabilities Act. The ADA states that a public entity must reasonably modify its policies, practices, or procedures to avoid discrimination against people with disabilities. This report will assist the City of South Lake Tahoe in identifying physical barriers to accessibility and in developing barrier removal solutions that will facilitate the opportunity of access to all individuals.

The City of South Lake Tahoe reviewed its Cities programs and facilities in 1993 and removed some of the barriers at its facilities. This 2012 plan updates the existing review of the 1993 plan by describing the evaluation of its facilities for compliance with the ADA; presents the findings of that evaluation; and provides recommendations for facility improvements. This section provides an overview of the requirements for developing the ADA Facilities Transition Plan and outlines the plan development process itself.

A Priority List will be established and a cost estimation of barrier removal will be provided in the final draft. Also a time schedule will be produced to show when the barriers to accessibility will be removed.

Legislative Mandate

The development of a Transition Plan is a requirement of the federal regulations implementing the Rehabilitation Act of 1973, which requires that all organizations receiving federal funds make their programs available without discrimination toward people with disabilities. The Act, which has become known as the "civil rights act" of persons with disabilities, states that:

“No otherwise qualified handicapped individual in the United States shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” (Section 504)

Subsequent to the enactment of the Rehabilitation Act, Congress passed the Americans with Disabilities Act on July 26, 1990. Title II of the ADA covers programs, activities, and services of public entities. The Department of Justice's Title II regulation adopts the general prohibitions of discrimination established under Section 504 and incorporates specific prohibitions of discrimination for the ADA. Title II provides protections to individuals with disabilities that are at least equal to those provided by the nondiscrimination provisions of Title V of the Rehabilitation Act.

Specifically, the City may not, either directly or through contractual arrangements, do any of the following: Deny persons with disabilities the opportunity to participate as members of advisory boards and commissions; Deny persons with disabilities the opportunity to participate in services, programs, or activities that are not separate or different from those offered others, even if the City offers permissibly separate or different activities; and In determining the location of facilities, make selections that have the effect of excluding or discriminating against persons with disabilities.

Title II of the ADA provides that public entities must identify and evaluate all programs, activities, and services and review all policies, practices, and procedures that govern administration of the entity's program's activities, and services.

The Transition Plan lists, prioritizes, and sets forth a schedule for the physical changes that must be made in order to provide programmatic access to City programs, activities, and services. This report, and certain documents incorporated by reference, establishes the City's ADA Facilities Transition Plan Update.

ADA Transition Plan Requirements and Process

The ADA sets forth specific requirements for preparation of a Transition Plan. This plan includes: A list of the physical barriers in the City's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities; A detailed outline of the methods to be used to remove these barriers and make the facilities accessible; Planning level cost estimates for their removal; and a schedule for taking the steps necessary to achieve compliance with the ADA, Title II.

Discrimination and Accessibility

There are two kinds of accessibility: Program accessibility, and Physical accessibility. Absence of discrimination requires that both types of accessibility be provided. Programmatic accessibility includes physical accessibility, but also entails all of the policies, practices, and procedures that permit people with disabilities to participate in programs and to access important information. Physical accessibility requires that a facility be barrier-free. Barriers include any obstacles that prevent or restrict the entrance to or use of a facility. Program accessibility requires that

individuals with disabilities be provided an equally effective opportunity to participate in or benefit from a public entity's programs and services. Program accessibility may be achieved by either structural or non-structural methods. Non-structural methods include acquisition or redesign of equipment, assignment of aides to beneficiaries, and provision of services at alternate sites.

Programs offered by the City to the public must be accessible. Accessibility includes advertisement, orientation, eligibility, participation, testing or evaluation, physical access, provision of auxiliary aids, transportation, policies, and communication.

The City may achieve program accessibility by a number of methods: Structural methods such as altering an existing facility; Acquisition or redesign of equipment; Assignment of aides; and/or providing services at alternate accessible sites.

When choosing a method of providing program access, the City will give priority to the one that results in the most integrated setting appropriate to encourage interaction among all users, including individuals with disabilities. In compliance with the requirements of the ADA, the City must provide equality of opportunity, but does not guarantee equality of results.

Undue Burden

The City is not required to take any action that it can demonstrate would result in a fundamental alteration in the nature of its program or activity or if it would create a hazardous condition resulting in a direct threat to the participant or others, or would represent an undue financial and administrative burden.

The determination that an undue burden would result must be based on an evaluation of all resources available for use in the City. For example, if a barrier removal action is judged unduly burdensome, the City must consider other options for providing access to the benefits and services of the program or activity by individuals with disabilities.

City of South Lake Tahoe ADA Accommodation and Grievance Procedure

It is the policy of the City of South Lake Tahoe to comply with the Americans with Disabilities Act (ADA), and the comprehensive civil rights laws that prohibit discrimination against persons with disabilities. The City of South Lake Tahoe will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, events, activities, facilities and public meetings.

In all of its services, programs, events, activities, facilities and public meetings, the City of South Lake Tahoe will strive to eliminate any barriers that prohibit persons with disabilities from participating or from having full access to facilities. If a service, program, event or activity is not fully accessible, the City will, to the best of its ability, relocate said service, program, event or activity to an accessible facility, or provide equal services at alternate accessible sites. A request for special accommodation must be made to the ADA Coordinator by the individual needing the accommodation or his/her representative with at least two weeks advance notice of the service, program, event, or activity. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

For request for special accommodations or to file a grievance with the City of South Lake Tahoe regarding the City's failure to provide a reasonable accommodation, please contact:

Dave Walker
ADA Coordinator
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Phone: 530542-6072
Fax: 503-541-7524
dwalker@cityofslt.us

Within 15 calendar days after receipt of the grievance, the ADA will schedule a meeting with the complainant to discuss the grievance and possible resolutions. After an investigation and review, the ADA Coordinator will respond in writing, and where appropriate in a format accessible to the complainant. The response will explain his/her position on the issue and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision in writing to the Accessible Appeals Board within 15 days after receipt of the response.

After receiving the appeal, the Appeals Board will review the appeal and the ADA Coordinator's findings. Within a reasonable period, after a review, the Appeals Board will respond in writing, and where appropriate in a format that is accessible to the complainant, with a final resolution to the grievance.

Grievances may also be filed with the United States Department of Justice at the address listed below:

U.S. Department of Justice
Civil rights Division
950 Pennsylvania Ave., NW
Disability Rights Section- NYAV
Washington, DC 20530

800-514-0301 (voice)
800-514-0383 (TTY)
http:www.ada.gov

Program Barrier Removal Priorities

City staff reviewed and set priorities for removing barriers to provide programmatic access for the public. All facilities in which the City provides programs, activities and services were reviewed and ranked based on the following criteria. Each of these criteria is deemed by the City to have equal importance with no single criteria having priority over another:

- Level of use by the public: Facilities that receive a high level of public use:
- Social need: Facilities that meet social needs such as the senior center.
- Citizen responsibilities: Facilities where fees are paid, permits and licenses are obtained, and where services are obtained, and access to services such as building permits;
- Program uniqueness: Some programs are unique to a building, facility, or park and cannot occur at another location;
- Identified complaints: Efforts should focus on identified accessibility complaints.

Priorities for Barrier Removal within Facilities

City staff confirmed priorities for barrier removal within each facility based on criteria published in the ADA. Barriers are assigned levels of priority using the following criteria:

Priority One: The highest priority deemed by the City is too providing accessible parking at all public buildings. The majority of the public drive to the City facilities so we must first provide a loading and unloading area so they can access our services. Examples:

- Parking and passenger loading
- Connection to the public right-of-way.

Priority Two: Priority two is placed on those barrier removal items that provide accessibility at the main entrance of a facility or improve a path of travel to the portion of the facility where program activities take place. Examples:

- Entrance walks
- Entrance ramps
- Entrance stairs
- Entrance doors

Priority Three: A third level priority is placed on those barrier removal items that improve or enhance access to program use areas. Examples:

- Transaction counters
- Conference and meeting rooms
- Public offices
- Recreation environments/features

Priority Four: A forth level priority is placed on those barrier removal items that improve access to amenities serving program areas. Examples:

- Restrooms
- Public Telephones
- Vending machines
- Drinking Fountains

Priority Five: A forth level of priority are barriers that are not addressed by ADAAG. These barriers are required by the California Building Code, as set forth by the Division of State Architect.

While the schedule of improvements and Facilities Transition Plan set forth priorities for barrier removal, the City will also review its projects to identify when barriers to access can be addressed in conjunction with other maintenance efforts and capital improvement projects. By seizing opportunities to remove identified barriers with other projects, the City will reduce total overhead cost and maximize the public benefit from resources allotted for barrier removal. This flexibility may also allow the City to re-prioritize facilities for improvement if it is determined, for example, that a building included in this plan will be replaced by a new facility and/or no longer house City programs.

Facilities Transition Plan Requirements

The Transition Plan for the removal of architectural barriers to program access must contain the following information:

- Identification of the barriers to program access;
- Identification of the specific barrier removal actions
- Identification of a schedule for barrier removal; and

The facility reports appended to this document provide the identification of barriers and the specific barrier removal actions. The City will accomplish barrier removals based on two strategies: contracting for major projects and barrier removal by City staff.

The responsibility for ensuring barrier removal will reside with the City of South Lake Tahoe ADA Coordinator.

Phasing Schedule for Facilities

Barriers in facilities will be removed systematically, city-wide, based on established program priorities. It is the intent of the City to address barriers to accessibility in public buildings on the immediate necessity of programmatic access, degree of complexity, and overall cost.

The City of South Lake Tahoe reserves the right to modify barrier removal priorities in order to allow flexibility in accommodating community requests, petitions for reasonable modifications from persons with disabilities, changes in City programs, and funding constraints and opportunities. It is the goal of this Transition Plan to provide access to the programs, activities, and services provided by the City. Interim measures will be explored and implemented in order to provide programmatic access to the public pending the implementation of physical barrier removal projects.

The following table is a compilation of the results of the prioritization work session. This preliminary schedule represents an 8 year plan for barrier removal. It is the City's intent to review all barriers during the first year of implementation of this plan and address those barriers that can be resolved through programmatic modifications. The City will then follow the schedule for the removal of the remaining barriers.

Facility Survey

In 2012, the City completed a physical audit of City facilities to identify facility barriers and identify recommendations and alterations in order to meet state and federal accessibility standards. The list of facilities surveyed includes: City owned buildings, City parks, Recreation Facilities and Facilities that the City maintains and has responsibility for.

The facilities assessment was conducted in accordance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the California Building Code (CBC) and included the following facilities:

- Public Airport
- Private Aviation Facilities
- Bijou Park
- Bijou Golf Course
- City Campground
- Sidewalks, walkways, curb ramps
- Recreation Center
- Ice Arena
- Explore Tahoe Building
- Visitor Center
- Arts Building
- Senior Center
- Museum
- Police Station
- Regan Beach
- Lakeview Commons
- El Dorado Restrooms
- Service Center
- Transit Center
- The Lodge
- Little League Facilities
- Parking Garage
- Fire Station #3
- Bonanza Park
- Fire Station # 1
- Unity Church
- Fire Station # 2
- Motor Pool
- Carpenter Shop
- Corporate Yard and Parks Maintenance Shop
- Bus Washing Facility
- Bus Garage and Office
- Motor Pool Cinder Barn
- Campground Storage Building
- Campground garage and Tower
- Community Ball Field Restrooms and Kiosk

City Public Facilities

These are fully ADA compliant.

The City of South Lake Tahoe has Public Buildings that are fully compliant with Accessibility due to the fact they were recently built or renovated. Although with the accessibility laws constantly changing, it is important that we review the sites annually to make sure readily achievable accessible features are complied with and existing items are maintained and no architectural barriers are created. This may include parking stripping, signage, trash cans and vendor displays.

The following are CA and ADA Accessible:

1. Lakeview Commons Recreation area including the Restrooms and Kiosk:
2. Parking Garage @ # 1 Bellamy Court.
3. Restrooms and Kiosk at the Community Ball Fields: 1300 Al Tahoe Blvd.
4. The Unity Church @ 1053 Rufus Allen Blvd.

There are several City owned buildings that do not serve the public that are not required to be accessible for the public.

They are the following:

1. Fire Station #1 @ 1252 Ski Run Blvd.
2. Fire Station # 2 @ 2951 Lake Tahoe Blvd.
3. Motor Pool @ 1700 D Street
4. Carpenter Shop @ 1678 Shop Street
5. Corporate Yard and Parks Maintenance Shop @ 1160 Rufus Allen Blvd.
6. Bus Washing Facility @ 1663 Shop Street
7. Bus Garage and Office @ 1669 and 1667 Shop Street
8. Motor Pool Cinder Barn @ 1700 D Street
9. Campground Storage, Garage and Tower Buildings @ 1180 Rufus Allen Blvd.

These buildings were reviewed under Title ll of the ADA and did not get evaluated for Title 1 requirements which are accessibility for the employee. The City of South Lake Tahoe must provide reasonable accommodations for employees that need barriers removed to do their job.

Service Center Building

1052 Tata Lane

In order for this facility to be compliant with Title II of the Americans with Disabilities Act the following items must be completed. The Title II regulations prohibit public entities from discriminating against or excluding people from services or programs on the basis of a disability.

The Service Center has 27 parking spots for the public and its employees. This amount requires 2 accessible parking spots. To make the parking compliant the following must be done:

1. Provide signage that has Van Accessible and $250.00 minimum for one and $250.00 minimum for the other.
2. A sign at the entrance of the parking lot that is a minimum of 24"x24" that states unauthorized vehicles parking in accessible spots will be towed away.
3. Paint an access aisle a minimum 8 feet wide by 18 feet long that has a border painted blue that has diagonal lines a maximum 3 feet apart that has 12 inch letters stating "No Parking". The parking spots will contain the international symbol of the disabled a minimum 36 inches by 36 inches.
4. An accessible route will be painted from the access aisle to the primary entrance.
5. Truncated Domes will be installed on the accessible route before a person enters the vehicular way.
6. Cracks in the asphalt in this area must be filled so as not to have any gap greater than ½ inch wide or ¼ inch deep.

Primary Entrance:

1. Provide an accessible route from the public way to the main entrance.
2. The landing at the primary entrance has a slope of 5.5%. This landing cannot exceed 2% slope. This landing will need to obtain a 24 inch width on the strike side of the door. The depth of the landing will be required to be 60 inches.
3. The door opening force is too great at 9 lbs. The maximum opening force is 5 lbs.
4. Inside at the primary door the ice melt container blocks accessibility. This is required to be removed or relocated.

Lobby:

1. Applications and handouts cannot exceed 48 inches high measured from the finish floor.

2. The phone for the public is too high. This device must be located a maximum of 48 inches above finish floor, measured at the center of the phone.

Conference Room:

1. The door to this room is too stiff, must be 5 lbs. or less.
2. The door hardware does not comply with ADA standards. Provide a lever handle.

Restrooms:

The Men's and Women's Restroom hallway is too narrow at 43 ½ inches. This is required to be at least 44 inches wide. The City will not address this situation until a renovation or addition is proposed. It is considered to be an unreasonable hardship at this time.

Women's Restroom:

1. The toilet roll holder cannot exceed 36 inches from the back wall.
2. Lavatory is too close to the sidewall at 16 inches. Minimum distance is 18 inches.
3. Soap dispenser, Towel dispenser, Feminine Hygiene machine and plug outlet all need to be placed at a maximum height of 40 inches off the finish floor measured to the operable levers.
4. The vanity cabinet encroaches into the required 60 inch circle. This will need to be removed or made smaller so the accessible space is maintained.
5. Door opening force too great, reduce to 5 lbs maximum.

Men's Restroom:

1. The Door opening force is too great. Reduce to 5 lbs maximum.
2. Soap dispenser, Towel dispenser, Plug outlet are all too high. Obtain 40 inches maximum to the operable portion of these items.
3. The flush handle on the toilet tank is on the wrong side. This lever must be located on the wide side of the toilet.
4. The urinal is too close to the toilet at 17 inches, 28 inches is required.
5. Toilet roll holder is out too far. The maximum distance is 36 inches from the back wall.
6. The Toilet must be 18 inches to center measured from the wall. It is currently at 19 ¾ inches.

Miscellaneous Items:

1. Handrails are too low for both interior stairways. Measured at 32 inches, the minimum height is 34 inches to 38 inches.

2. All interior stairs require visual aid stripping. This needs to be installed at the top of the stair and on the first tread going up. It is required to be a contrasting color that is at least 2 inches wide, no more than 4 inches wide.

Under Title I, if the City of South Lake Tahoe hires an employee that is disabled, the City will be required to provide reasonable adjustments to accommodate the individual so they can do their job. This might include moving the individual downstairs, providing hearing aids, visual aids or special seating arrangements. The Break room could be required to have the kitchen area adjusted.

It is of great urgency that the City of South Lake Tahoe addresses the issues of priority. This would include the parking requirements, entrance and lobby. We need to set the example and show legal compliance to these matters right away.

Airport

1901 Airport Road

Exterior Evaluation:

Accessible parking in front of Main Terminal:

1. Number of accessible parking complies with the requirements of Section 1129.1
2. All signage above grade is compliant
3. The lettering in the access aisles is too small; 12 inches is minimum size, 9 inch letters are installed.
4. The access aisle to the far left (Looking at the Main Structure) is too narrow. 60 inches is minimum width, 55.5 inches is installed. There is a dip at the curb cut that has a deviation greater than ½ inch. This must be smoothed out.
5. The striping in the access aisles is spaced greater than 36 inches. Code only allows 36 inch maximum.

Stairs from upper parking lot down to main entrance:

1. Handrails at both stairs too low. Minimum height is 34 inches, handrails installed at 30 to 32 inches.
2. Handrail extensions do not comply with current code configurations. They must extend pass the last tread the depth of the tread and then extend level for 12 inches.

Main Entrance Doors:

1. Landing in front of doors is too steep. 60 inches in front of door must be 2% or less. Current slope is 5%
2. The opening force is 9 lbs. Maximum allowed is 5 lbs.

Finance Department Exterior Transaction Doors:

1. The landing here is also too steep. The requirement is 2% maximum allowable slope for at least 60 inches.
2. The opening force for the doors exceeds 5 lbs. The force to open is currently 10 lbs.

Interior Evaluation:

Restrooms: Men's:

1. The Urinal requires having 30 inches of clear width in front of it. The fixture requires 15 inches to center measured from the sidewalls. The urinal is installed at 12 inches to center.
2. Seat napkin operable opening is too high. 40 inches from finish floor is the maximum height.
3. Toilet seat is too high at 19 ½ inches, 19 is maximum height to the top of the seat.

Restrooms: Women's:

1. Make all accessories 40 inches high to operable openings.

Interior Stairs to Housing and Airport Administrative offices:

1. Visual striping is required, top of the stairs and at the 1st tread at the bottom
2. Width of handrail exceeds allowable width. 1 7/8 inch is maximum width, 2 ¼ inch installed.

Elevator:

1. Elevator doors require electronic sensor closing device.
2. There is no hall call light, one is required.
3. Emergency calling station needs to be updated to current code.

1st Floor Offices of Legal Department and Airport Administration:

1. Signage on the wall that directs Accessible Restrooms to upstairs requires to be at 60 inches to center.
2. The entry doors to both offices exceed allowable opining force of 5 lbs. The doors measure over 10 lbs.
3. The door to the 1st floor Conference Room measures 10 lbs.

Airport Private Aviation Area

Exterior Parking and access to offices:

1. Provide one Van Accessible parking spot. This will include parking with access aisle that does not exceed a 2% slope in any direction.
2. Provide an accessible route to the primary entrance to the Aviation service area. To accomplish this requirement grading and an accessible ramp will need to be installed.
3. The current stairs are not compliant. The rise of the treads exceeds allowable tolerances of 3/8 of an inch and the handrails are too high exceeding the maximum allowable of 38 inches. Visual stripping is required.
4. The exterior landing to the main entrance is too steep. The current landing is 3.5% while the maximum slope allowed is 2%.

Men's Restrooms:

1. Men's door signage is not complete as it is missing the latch side signage.
2. Toilet is not at 18 inches to center measured from the side wall.
3. The lavatory is too high at 35 inches, 34 inches is maximum height.
4. There is a cabinet that blocks exiting clearances in restroom.
5. Toilet roll holder exceeds allowable distance from back wall of 36 inches.

Women's Restroom:

1. Signage not complete on exterior of door as the latch side sign is missing.
2. The accessories are too high. This includes soap dish, towel dispenser and mirror. The maximum height is 40 inches.
3. The lavatory is too high at 35 inches. Accessibility code requires 34 inches maximum.
4. The flush valve is on the wrong side of the toilet is required to be on the wide side.
5. The back grab bar is too short. The bar is required to be a minimum of 36 inches long.
6. Toilet roll holder is too far out; 36 inches maximum from back wall.

Miscellaneous Items:

1. The landing outside of the door on the aviation side requires a visual strip.
2. The gate out to the tarmac requires being accessible. This gate will require proper door hardware with the proper width and clear space around the door.

Regan Beach

859 Lakeview Avenue

Regan Beach is a public facility that provides access to the beach shoreline of Lake Tahoe. This complex also includes parking, an open grass area, playground and picnic area, restrooms, food concession stand, dog beach and a wedding area.

The following listed items are required in order to be in compliance with Title II of the Americans with Disabilities Act. The Title II regulations prohibit public entities from discriminating against or excluding people from services or programs on the basis of a disability.

Parking requirements:

1. There are 102 parking stalls for the Regan Beach area. There are currently 4 designated accessible parking stalls. A minimum of 5 stalls are required with a minimum of one to be van accessible.
2. None of the current stalls are compliant. They fail in the required signage, location, slope of parking area and the parking striping.

From the parking stalls an accessible route to the facilities will be required. Currently there are no accessible routes to any of the services provided by the City. The following areas require access:

1. The Concession stand is located below the parking lot. There is a pathway that is approximately at a 15% slope. This route requires a compliant ramp that will have the proper maximum slope of 8.33%, proper width, handrails and compliant landings.
2. This new ramp to the concession stand should be designed to also serve the turf area, playground equipment, picnic tables and restrooms. A walkway of 48 inches wide from the ramp with the proper slope of 5% or less will be required.
3. There are seven stairways serving access from the parking area to the beach. None of these stairways are compliant. The rise and run of stair treads, width of stairs, handrails, lack of visual striping and landings are non-compliant. A path from parking to the stairs will need to be provided also.
4. An accessible ramp will be required to access the beach. There is a ramp at the Dog Park which is non-compliant. It exceeds the maximum slope of 8.33% and does not have handrails or landings. The beach is divided up into two sections with a Dog Park on the Far East side and sandy beach on the westward side. If an accessible ramp is installed on the east side, one ramp will comply with accessibility requirements because the same amenities of a beach are on the western side.

5. The area used for weddings will need an accessible route from a new accessible parking stall to the seating area.
6. The walkway that parallels the shoreline up by the parking lot is an accessible route that needs upgrades to make it compliant. This will include filling in cracks, leveling surfaces and removing architectural barriers.

The public restrooms must be made accessible. These restrooms with multiple stalls are designed for men and women. These facilities have numerous deficiencies in both restrooms and will require major upgrades. This includes new stalls, toilet and urinal fixtures, signage, grab bars, entry doors, hardware and accessories.

There is a food service next to the restrooms that the City leases out to a private company. This company serves fast food. This service will need to remove all architectural barriers. This includes lowering the service counter to a maximum height of 34 inches and providing the required clear space in front. The tables provided will need to include the appropriate accessible seating with the required signage. The accessories for the food will need to be made accessible.

There is playground equipment available and is currently compliant to California Accessibility Code but does not comply with the Federal Accessible requirements. To comply with the Federal standards a ramp into the playground area is recommended. There is an adjoining guard rail that protects occupants from a 6 foot drop into the water. This rail does not comply with current code requirements for safety. This rail is only 36 inches tall with seven inch gaps. Code now requires a minimum 42 inches high with a maximum gap of 4 inches. It is recommended to upgrade this rail.

Bijou Park Disc Golf Course

1201 Al Tahoe Blvd

On the property that contains the Bijou Community Park there is a Disc Golf Course that is 27 holes that was constructed in 1998. This course offers several holes that all contain a tee off pad and a basket at the end of the hole. The participant negotiates thru the woods, with his disc, with the goal of placing the disc in the basket in as few many tosses as possible.

The City of South Lake Tahoe does not maintain this course in any way except for providing the land for this activity.

There are over 2500 registered Disc Golf courses thru out the United States. I have not found any to be advertising to be accessible. It is my opinion that this course does not have to change its topography to be accessible. The course is unique in that it takes you thru the woods, down to the meadow and over all of the natural terrain.

California Building Code, Section 1132B.2, Exception #2, states that "If the natural environment would be materially damaged" that the area does not have to be accessible. I feel that this activity does not have to be accessible on the course.

The City will be required to install an accessible path to the 1st tee from an accessible parking spot. This will mean creating a new accessible parking spot with the curb cuts and a paved path to the 1st hole. The course crosses the road in Bijou Park so there will be new curb cuts and cross walks installed to current code.

The interpretation of accessibility in recreational areas is always changing because this is new territory. This site will be reevaluated annually for compliance.

Fire Department Station #3

2101 Lake Tahoe Boulevard

This facility serves both the public and firemen personnel. It houses trucks for fire and medical emergency responses and housing for the staff. The public uses this building to obtain permits for Defensible Space, Fire Sprinklers, Burn permits and to schedule inspections. The public also meet with staff for meetings. Because the public need to access this facility to obtain these City Services it must be made accessible.

The following items are required to be installed and certain architectural barriers need to be removed to facilitate access for the disabled.

1. Provide one van accessible parking spot. This space cannot exceed 2% slope in any direction. Currently there is no accessible parking and the area for parking exceeds 2% slope. It is going to take some major work to level a portion of the parking lot for compliance. There are 14 parking spots for staff and the public so one spot will be enough.

2. There is a bike path /sidewalk in front of this facility so an accessible path to the front door is required. The slope up to the primary entrance exceeds 5% so it will take a 48 inch wide ramp that does not exceed 8.33% and will require handrails on each side. This task will also require some major grading and contouring to accomplish accessibility.

3. The entry door to Station #3 is not compliant with several issues.

a) There is a pillar wrapped in a stone veneer that reduces the required width to 31 inches wide. Minimum width is 36 inches.

b) The door is required to have 24 inches of clear space on the latch side when the door pulls out.

c) The exterior landing in front of the door has a slope greater than 5%, the maximum is 2%.

d) The door opening force is currently 8 lbs. The maximum allowed is 5 lbs.

The entry door situation has several structural barriers that would prevent full compliance. It would be unreasonable to modify the entry completely to comply but the City should address the readily achievable items right away along with signage that would instruct the public on the exterior intercom to contact the personnel upstairs that could assist the public.

4) The stairs leading up to the office requires handrails that comply with current code. Currently they are too low at 32 inches and the handrails will need the proper extensions at the bottom.

5) Visual stripping is required on the steps, first and last tread need the markings. This will include the treads at the mid-level landing.

6) The rise and run do not comply with code as they vary more than 3/8". The treads are also too short at 9 ¾ inches while minimum length for a tread is 11 inches.

Station #3 for public services is not accessible for the public on several levels. With the services all being located on the 2nd level it makes accessibility for any one with mobility problems inaccessible. The interior stairs, entry door, accessible parking and the path of travel from the public way are all very expensive modifications to make this Station accessible for the Public. It is my recommendation to relocate these services to another location that has offices on the ground level.

Fire Stations #1 and #2 do not provide any Public services at the Stations, so they are not required to provide accessibility for the public.

Recreation Center

1180 Rufus Allen

Parking:

- 140 parking spaces; 5 accessible spots required with one van accessible. Because of two separate buildings, two van accessible spots are suggested. There are only 4 spots currently available. Need to supply one more.
- The current markings on pavement are nearly indistinguishable. Need to repaint three spots in front of complex. Current markings are not up to ADA standards.
- Signage for accessible spots is not compliant. Missing Van Accessible, Minimum $250.00 Fine and the Minimum size sign 17"x 22" at the entrance to the complex that states unauthorized vehicles will be towed.
- Slope in the parking spots and the accessible aisle exceed the allowable slope of 2%.
- An accessible route will need to be provided to the primary entrance. This will include a marked route, a minimum 48 inches wide with truncated domes imbedded at each end of the route.
- Curb cut into sidewalk exceeds allowable limits. Maximum allowable is 10% on the sides while currently there is 11% to 19%.
- Walkway across the front has a cross slope that is too steep. 2% allowed, 7.6% present.
- Portion of front walkway is too narrow. 48 inches minimum, 45 inches present.
- Portions of the walkway have cracks up to 1 inch wide. ½ inch is the maximum allowed.

Entry Doors:

- The bottom push plate on both entries is too small. Current plate is 7 inches tall, minimum height is 10 inches.
- Opening force is compliant at 4 lbs.

Lobby:

- Phone in lobby is accessible, no changes required.
- Counter for pool services are too high at 40 inches, as the maximum is 34 inches high.
- Door to pool next to service counter requires 12 inches on the latch side measured from the side wall.

Women Restrooms:

- Accessories are too high. 40 inches to operable point is maximum height. The following need to be lowered; mirror, soap dispenser, towel dispenser, sanitary napkin machine and coat hooks.
- Lavatory water valves are the wrong type, they are twist grip. Valves are required to be able to operate without twisting or gripping.
- Piping under lavatory needs padding to protect from direct contact.
- Toilet stall does not conform to any accessible configuration. The width, size, grab bar location do not conform.
- There is no accessible shower while one is required. An attempt has been made to make one accessible but the control valves, bench configuration, shower head and grab bar placement do not conform to accessibility requirements.
- Bench is required to be 24 inches deep. Current bench is 11 inches deep.
- Signage to Women's Restroom is too low at 57.5 inches as required height is 60 inches.

Men's Restroom:

- Urinal operable valve is too high at 47 inches, 40 inches maximum.
- Signage on men's restroom is too low at 57.5 inches. It is required to be at 60 inches from finish floor to center of sign.
- Lavatory sinks are too close to the sidewall at 16 and 17 inches. 18 inches is the minimum distance.
- Lavatory sinks are missing protective padding underneath the sink.
- The following accessories are too high: Mirror, Towel dispenser and the Soap dispenser. The maximum height is 40 inches.
- Toilet is too high at 20 3/4 inches; maximum height is 19 inches. The configuration is not compliant for accessibility.
- Computer cabinet impedes in the required clearance to the entry door to restroom.

Pool Area:

- Sliding Doors to exterior patio area has a threshold too high. Maximum height is ½ inch.
- There is no designated seating area for a wheel chair along with companion seating on the pool deck. Vertical access to the upper level for seating is not required at this time for this would impose an unreasonable hardship.

Conference and Exercise Rooms:

- Door handles to the entry of these rooms cannot be twist grip type hardware. Lever handles are needed.
- Provide a 36 inch wide aisle width in the exercise room between weight machines.

Ice Arena Complex

1176 Rufus Allen

Parking:

- Signage on asphalt is not correct which the following will have to be addressed:
    1. Provide blue boarders on access aisle.
    2. Access aisle stripping maximum spacing is 36 inches.
    3. Provide "No Parking", in 12 inch letters, in access aisle.
    4. Depth of space is required to be 18 feet minimum, current depth is 17.5 ft.
- Provide "$250 Minimum Fine" sign.

Entry doors:

- Provide signage to which of the eight doors are accessible. They must comply with the maximum opening force of 5 lbs., no other issues are present.

Clothes Sport Shop:

- Provide 36 inch wide aisle space over by hockey sticks.
- Cashier counter is too high; provide a 36" long counter at the maximum height of 34 inches.

Men's Restroom:

- Signage needs to be on the latch side of the entry door. Provide proper signage.
- Opening force of door is too strong at 8 lbs., maximum opening force is 5 lbs.
- Paper towel and soap dispenser are too high at 54 inches. Maximum allowed is 40 inches.
- Grab bar for accessible toilet is too short at 51 inches. Code requires minimum of 54 inches.
- Automatic lavatory faucet needs to stay on for a minimum of 10 seconds. Currently faucet is on for only 2 seconds.

Women's Restroom:

- The following accessories are too high exceeding the maximum of 40 inches: Soap dispenser, towel dispenser and the Sanitary Napkins dispenser.

Locker Rooms:

- Soap and Towel dispensers are too high exceeding 40 inches at lavatory in Locker Rm. #314.
- Grab bar configuration for shower is not compliant in Locker Rm. # 314.
- Locker Room # 1 and #2 the shower grab bar configuration is not compliant because code requires a continuous rail around the corner of the shower and the soap dispenser is too high exceeding 40 inches.
- The soap dispenser is too high exceeding 40 inches maximum height at the lavatory sink and the grab bar for the toilet is too short at 36 inches while 42 inches is the minimum.

Miscellaneous Conditions:

- The Mt. Tallac meeting room door opening force is too stiff at 10 lbs. exceeding the 5 lbs maximum.
- Arena Café needs to designate 3 accessible seating spots for the cafeteria.
- Bleacher seating for the ice skating arena will need to provide seating for semi ambulant individuals and wheelchairs. Four spots for wheelchairs that have a line of sight to the skating rink and two spots for the semi ambulant individuals.

City Campground

1050 Rufus Allen

The City of South Lake Tahoe owns and operates a campground that has 174 sites. These sites contain a paved parking spot, an outdoor fire ring, picnic table and a clear dirt area for tents. The facility offers public restrooms with showers for the campground sites, a convenience store, tent cabins and a horse shoe pit.

The following information describes what is required to make this facility accessible.

1. The registration kiosk booth is not accessible. An accessible parking spot would be required along with an accessible path to the booth. The booth has an 8 inch step that would have to have a ramp along with the required 5 foot diameter clear space in front of the counter. The counter would have to be lowered down to a maximum height of 34 inches, currently it is at 48 inches.
2. There should be required signage that directs the public to all the services that are accessible. This will be any camp sites, restrooms and showers, store entrance and tent cabins that are accessible.
3. There are four restroom buildings available for men and women. They contain water closets, lavatories and showers. A minimum of two stalls for men and women, in two separate buildings will need to be made accessible; this will include the showers, entry doors, lavatories, water closets and all accessories.
4. The Concession Store needs to be made accessible. This means an accessible route/path from the roadway to the existing ramp. This current ramp will need to be made compliant. This will include the proper landings at the top and bottom with the proper handrails. The current slope and width are compliant. The door hardware to the main entrance will need to be made compliant. The twist grip type of door hardware is not allowed. A lever type handle will be required. The isle ways will have to be a minimum of 36 inches wide and the service counter lowered to the maximum height of 34 inches.
5. There is a dishwashing station that is available for the public that is too high. This is required to be a maximum of 34 inches.

6. There are 6 Tent Cabins available and one needs to be accessible. There is a ramp to one but it is not compliant. It is too narrow and does not have the required handrails. The handrails will comply with the CA Building Code, Section 1133B.5.5. An accessible parking spot will be required for that one tent cabin.
7. There are 174 camping sites. A minimum of 4 sites although 6 is encouraged by the DSA, to be made accessible. The City has the proper picnic tables and the items that are needed are to provide an accessible route from the parking spot to the table. The location will have to be close enough to have an accessible route to the sanitary facilities.

The Accessibility Laws do not mandate that the character of the area be changed to accommodate the disabled. But it is very important that everything that can be done to facilitate accessibility be installed.

This means the City does not have to pave the campsites or pave every offsite path. To help make the determination of what should be done the City should contact the Accessibility Appeals Board for direction.

Buildings on Parcel 026-050-05-100

Senior Center, Visitor Center, Museum, Arts Building, "The Lodge"

This parcel contains five buildings that the City of South Lake Tahoe maintains. This would be the Senior Center, the Museum, The Lodge (This is an old Historical Hewn Log Cabin that was relocated on this site which is not in use.), The Arts Building and the Visitor Center.

This assessment of Accessibility will evaluate each separate building

Senior Center: 3050 Lake Tahoe Blvd

This facility serves the Senior community and their guests. Food is served from an adjoining cafeteria, while the same room can be arranged to accommodate activities such as speakers, bingo and events. There is an Activity Room, a Recreational Room, Arts and Craft Room and a Lounge. There are offices, restrooms, a commercial kitchen and a Conference Room. The following items need to be addressed to make this building accessible:

1. There are approximately 25 parking spots. Because of the use, based on CA Building Code Section 1129.2, there should be at least 10% accessible parking at this facility. This would require 3 parking areas and currently there are only two. By adding a drop off zone for the disabled would meet the intent of the code. This would take some grading and paving but would be extremely beneficial. The existing access aisle requires a marked accessible route across the drive to the primary entrance.

2. The front primary entrance needs to reduce the opening force to 5 lbs.; it is currently at 8 lbs. The back entrance requires the proper hardware. Currently a twist grip is installed while a lever type would be compliant. The path to the back entrance has a sidewalk that has deteriorated to the point it is not accessible. This route is required to be accessible. There is a side door that faces the parking lot. This needs the path to the exterior landing to be widen to 24 inches on the latch side and 60 inches deep.

3. The Cafeteria Room looks to be compliant. There is typically seating for 50 to 55 people for eating. If tables are provided for any activity there should be at least three designated spots for wheel chair access. This requires a clear space of 30 inches wide by 48 inches deep with at least 19 inches under the table. Mark this on the tables at the appropriate locations with the international symbol. These spots cannot block regular aisle ways.

4. The following rooms meet minimum requirements for accessibility. There is an accessible route to each room. The door openings are wide enough with level thresholds. The rooms are labeled and are designated as the following; Conference Room, Activity room, Arts & Craft Room, Rec Room, Library Room and the Lounge. These rooms need to be labeled with a sign with brail underneath. They need to be located on the latch side 60 inches up from the finish floor measured to the center of the sign. All of the doors need to be adjusted to an opening force of 5 pounds or less. The Lounge needs the proper lever door hardware, currently twist knobs are installed and do not comply.

5. The men's restroom will need to address the following items to be fully compliant with accessibility:
   a) The lavatory is 15 ½ inches off the sidewall while 18 inches is the minimum. The brace to support the lavatory is blocking the required clear space underneath.
   b) The urinal is too high at 17 ½ inches, state law requires maximum 17 inches. The minimum clear width in front of the urinal is 30 inches and currently the width is 29 ½ inches. The lever for operation is too high at 48 inches, maximum is 44 inches.
   c) All the accessories are too high. Maximum height is 40 inches to the operation of the device such as the soap dispenser and towel dispenser.
   d) The grab bars for the water closet are too close to the tank and towel accessories. A 1 ½ inch clearance is required between the bar and any object.
   e) The door on the accessible water closet requires a pull latch on the inside of the door and a different latch that does not require twisting.
   f) The door to the men's restroom has a 8 pound opening force, reduce to 5 pounds.
6. The women's restroom requires the entry door opening force to reduce down to 5 pounds. All accessories are to be lowered down to a maximum height of 40 inches to the operation portion of the device. A pull device large enough to comply needs to be installed on the inside of the door for the water closet. The water closet is at 16 ½ inches from the sidewall to center while code requires 18 inches from sidewall to center.

Museum: 3058 Lake Tahoe Blvd

The Museum building is the responsibility of the City of South Lake Tahoe. The operation of this facility is to allow visitors to walk thru displays and exhibits that show Lake Tahoe's history. We are responsible to provide access for the public to obtain these services offered. The following are items that need to be addressed to achieve accessibility.

1. Provide accessible parking in front of this building with an accessible route to the primary entrance.
2. There is a floor grate in front of the main door that has holes too large that interfere with accessibility. The holes are 1 inch in size while the largest allowable is ½ inch.
3. The main entry door has a threshold that is 1 inch high. The maximum height is ½ inch.
4. There is a large flower pot on the latch side of the entry door that blocks access for anyone in a mobility device. This needs to be moved so it does not block access.
5. The doorbell is at 50 ¾ inches while forward reach maximum height is 48 inches.
6. The counter that serves transactions for the public is at 40 inches in height. The maximum allowable height is 34 inches. A side table or fold down shelf could be used here.
7. There is a table with a computer on it for the public. This table is not accessible. Provide a table that complies with all the required dimensions.

The aisle width is good for all the displays. The restrooms are for employees only so they do not have to be accessible.

The Lodge:

This is a historical hand hewn log cabin that has been relocated on this parcel with the intent to be open to the public for display. It is currently closed to the public as it has not been completely restored.

When this building opens to public viewing, then it will have to comply with accessibility. This will require ramps and access into the structure.

Visitor Center: 3066 Lake Tahoe Blvd

The Visitor Center offers tourists with information and answers questions to help make their stay easier. This building has a few items that need to be addressed to make it fully compliant with accessibility.

1. The current accessible parking is good but needs maintenance with the striping on the asphalt. The access aisle cannot be located where the existing ramp is located so the access aisle will need to be relocated. The cracks in this area will need to be filled.
2. The Entry door opening force exceeds the allowable 5 pounds. The door force now is 12 pounds and the other door is 10 pounds. The threshold must comply with current code.
3. The counter top is 42 inches high. Provisions need to be made to accommodate a 34 inch high counter for at least 36 inches long.
4. There is a restroom available for the public that is not accessible. It would take a complete remodel to make this restroom accessible. The interior dimensions would accommodate the required dimensions. The staff commented that people drive all the way up and when they pull in for information they are looking for a restroom. This service should be addressed promptly.
5. There is a computer available for the public that needs to be made accessible. The current location is not accessible. A table of the height of 34 inches or lower, with a clear space 30 inches wide by 48 inches deep in front of the terminal shall be installed.

Tahoe Arts Building: 3062 Lake Tahoe Blvd.

This building is leased from the City of South Lake Tahoe and is used to display art work and sell its products. This building is fully compliant. A letter was received back in July of 2010, with an ADA complaint and all the issues have been addressed and corrected.
There are no public restrooms available.

Transit Center @ the "Y"

1000 Emerald Bay Road

This is a City owned parcel that contains the Bus Station for our local bus operation. It contains parking for the public, restrooms, waiting area inside and out, drinking fountains, vending machines and a kiosk for tickets.

This facility requires the following improvements to make it accessible to the public.

1. The Accessible Parking is noncompliant. It is missing the required signage and striping. This includes the following: van accessible sign, $250.00 minimum fine sign, Violators will be towed sign, blue borders on access aisle and No Parking lettering on asphalt.
2. The Unisex restroom requires the following to be compliant:

a) The toilet is located 19 ¾ inches to center while the requirement is 18 inches from the sidewall.
b) The height of the toilet is 16 inches, 17 to 19 inches is required.
c) The lavatory is too low at 25 inches, the minimum is 27 inches.
d) The lavatory is only 16 inches from the wall while 18 inches minimum is required.
e) The water line under the lavatory is in the required clear space.
f) The door opening force for the restroom is at 10 pounds, 5 pounds is the maximum.
g) The blow dryer control is located at 51 inches while 40 inches is the maximum.
h) Outside on the restroom approach, next to the door, there is a ¾ inch protrusion; ¼ inch is the maximum deviation.
i) Signage for the door is not located in the right spot and incomplete; comply with CA Building Code Section 1115B.6.

3. The kiosk service counter is at 36 ½ inches above finish floor; the code is 34 inches maximum.
4. The bench inside, provided for the public, is at 16 inches tall. The height required is 17 to 19 inches.
5. The accessible route between the permanently affixed bench and the vending machines is 32 inches wide. This width is not allowed as a minimum width of 36 inches is required.
6. The entrance door on the bus side to the lobby area takes 8 pounds to open, 3 pounds over. The threshold has a 1 inch ledge. The maximum is ¼ inch.

This facility was constructed after the 1991 enactment of the American Disability Act and met the code at that time. The requirements have changed over the last 20 years so it would be recommended that the City update and maintain the facilities there.

Police Station

1352 Johnson Blvd

The City of South Lake Tahoe Police Station is located in the Government Center for El Dorado County. There are several services available at this site. Some of the facilities are the El Dorado Jail, Superior Court, Small Claims Court, County DA offices, Probation Department and the Juvenile Detention Center.

The review for accessibility is only for the Police Department service to the public. Any individual that is detained goes to the El Dorado Jail and the accessibility for those individuals would fall under El Dorado County's responsibility.

The parking for the entire facility exceeds over 100 spaces. There is one accessible parking spot that one would use to access the Police Department because of its proximity to our service. This parking area is not compliant because it lacks all the proper signage and striping. There is an accessible route to the Police Department but it needs to be marked appropriately.

The following items will be required to provide accessibility to the public:

1. The main entrance has two set of doors that go thru a vestibule. The thresholds are good with the proper distance between doors complying with the requirements. The doors opening force needs to be addressed. The exterior door is at 10 pounds and the interior door is at 8 pounds. Maximum allowable is 5 pounds.

2. The service counter is 43 inches high with a security window above. Accessibility calls for a maximum height of 34 inches but for security reasons the Police Chief may determine compliance is a hazard. If this is the case then a notification device shall be installed in the vestibule and a platform/table with the proper clearances and height installed so as to allow someone to write on.

3. The drinking fountain does not comply with accessibility and will only need to be changed out with a high/ low design if there is any alteration or addition done. The high / low drinking fountains are two fixtures that offer two levels to obtain a drink so as to help those with bending or mobility restrictions.

4. There are two restrooms for the public, one men's and one women's. The restrooms are not accessible per current standards and are used quite frequently so it is recommended making the existing facilities as compliant as possible without removing walls. If the City decides to do any alteration or remodel then these restrooms would then have to comply with current requirements. The following readily achievable items need to be done for both restrooms:

    a) Provide the proper signage on the exterior of the doors. This would include the sign of the latch side and the sign on the center of the door.

    b) Move all the accessories in the restroom to 40 inches above finish floor to the operable point, this includes the mirror.

    c) Make the ambulatory stalls compliant by moving the partitions to exactly 36 inches width and install rails complying with the CA Building Code Section 1115B.3 #5

5. The Police Department preforms services for the public such as recording statements, a public conference room and finger prints. All these functions occur back in the offices of the police officers but there is an accessible route to each of these services and the individuals are always accompanied by an officer. The doors are too stiff as they exceed the 5 pound opening force, due to security reasons, but the attending officer can open these doors for the public. The table is compliant in the conference room for a mobility device but the door hardware needs to remove the twist grip hardware and install a lever type handle.

Bijou Park

1201 Al Tahoe Boulevard

This community Park serves the Public with picnic areas, volley ball court, Skateboard Park, restrooms and concession stand, BBQ areas, Playground area, basketball court and a Dog Park. This site started construction in 1991 so accessibility was not considered then. The new ADA Standards now require that Parks be accessible. The City will need to evaluate all readily achievable items and address them now.

The entrance to this facility has only one entrance that requires the signage "Unauthorized Vehicles Warning Sign". This will need to comply with CBC Section 1129B.4.

There are several separate parking areas for this facility that will need accessibility improvements.

There are a total of 78 parking spots thru out the complex. Four parking spots will have to be accessible with at least one van accessible. Details for compliance will be addressed for each parking area.

The first parking area serves Playground equipment and a large Gazebo that provides an area for picnicking. The parking area has 10 parking spots with one that is Van Accessible. The parking area has a slope of 5.3% which exceeds the allowable slope of 2%. It is also missing the required signage: $250 minimum fine, Van Accessible and the International Symbol.

From the access aisle a curb cut is required to give access to the Gazebo and playground equipment. A four foot wide path will need to be installed that complies with the requirements of CBC Section 1133B.7.

- The rock BBQ available for the public is currently at a height of 35 inches. This is an inch too high for accessibility to which a minimum one inch platform will have to be installed.
- An accessible path that is 48 inches wide to the bench for playground seating will need to be installed.
- At least one picnic table shall have a spot that complies with the requirements of accessible seating.

There is a Memorial Garden that is located in the middle of the access roads. This requires curb cuts to provide access to the memorial.

In the next parking area there are 7 spots with no accessible parking available. The skate park and the basketball court are nearby but could be accessed from the adjoining parking lot.

The following parking area has 15 spots available. This has a concession stand with restrooms and from here you would access the skate park and the basketball courts. This parking has one van accessible parking spot that does not comply. The parking area has a slope of 3.2% and the access aisle is at 2.5%. These areas will need to be brought into compliance as they exceed 2% maximum slope. An accessible route will need to be distinguished from the access aisle to all facilities.

All directional signage will be required to show the accessible route to all services provided in that area. A four foot path that complies with slope will need to be installed to attain access to the basketball court.

The public concession stand has a counter height at 42 inches. This is 8 inches too high. This must be lowered and made to the requirements of the CA Building Code, Section 1104B.5 #5.

The existing drinking fountain does not comply with the current required standards. The installation of an accessible drinking fountain is recommended.

The Men's and Women's restrooms are not fully accessible and require many upgrades.

1. All signage for direction and identification need to be installed for each restroom.
2. The exterior access to the restrooms are restricted by a partition in front of the door that swings out. It is too close to provide proper clearance.
3. The accessible stalls for the water closet are not fully accessible. There are no water closets that have the required five foot diameter clear space. There are ambulatory stalls but are too wide to be compliant. They would have to comply with CA Building Code Section 1115B.3 # 5
4. Accessories are all too high to be accessible.
5. The lavatories are too low to be accessible. They do not have any of the required clear space under the units. The twist grip handles are not compliant. There is no padding under the lavatory and the sink is too close to the wall. The lavatories will have to comply with the CA Building Code, Section 1115B.

The 3rd Parking area provides access to another large gazebo that has a BBQ, picnic tables and an area for volley ball. This parking area has 26 spots with one regular accessible parking spot. This accessible spot is not correct. It requires signage and a compliant curb cut. There is a storm drain in the path of travel that has a grate to large and slopes that interfere with access. The path from the access aisle is too steep at 6.5%. This could be corrected when the curb cut goes in and reduced to fewer than 5% slope.

The BBQ is too high at 35 inches. A platform will need to be installed to comply with the 34 inch maximum height.

A picnic table will need to be made accessible.

An accessible path that is 48 inches wide that does not exceed a 5 % slope will need to be installed to give access to the volley ball court seating.

The 4th parking area is across the concession stand down in the lower area which has 15 spot. The parking does not have any accessible parking. This parking serves a turf area with 8 picnic tables. One of these picnic tables will be required to be made accessible. It is recommended that an accessible parking spot be installed with a curb cut and path that will lead to at least one table.

Dog Park

The 5th and last parking area serves the Dog Park. There are 5 spots with one van accessible. This spot is not laid out correctly with missing signage that will need to comply with the CA Building Code, Section 1129B.4. A curb cut will be required to provide access to the Dog Park.

There is not an accessible route to the Dog Park. From the parking access aisle down to the Dog Park there are many barriers. This would include the gates into the park, slope and dirt path. The gates are installed too close to each other so the proper clearance for access is not provided. The surface will need to be paved and the slope graded to ramp specifications as per the CA Building Code, Section 1133B.5. There is another access on the South end but there is no route to this gate from the parking stall. Also the gates do not have the proper clearances to be accessible. If this access was made to be accessible there still would be no access at this entrance to the "small dog park". Accessibility is required to all areas and services that are provided.

Bijou Golf Course

3464 Fairway Ave

The City owned golf course offers a 9 hole course that rents out clubs, golf carts and sells general merchandise. There is only one small clubhouse building that is open to the public that needs to be made accessible. This facility offers an accessible golf cart for accessibility on the course. The following items need to be addressed to provide use for all.

1. The only parking for this facility is a privately owned space that the City leases. It is a gravel parking area that has no distinct spots and one spot that has an international symbol to provide accessible parking. This sign is misleading as it does not comply with accessibility requirements. Per the letter of the law, the City does not have to provide accessible parking if there is no parking on their property. Though I believe a Judge would find the City and the property owner liable for not accommodating the public by not installing minimum parking standards. Minimum parking requirements could be met by paving at least the disabled parking spot to all the requirements of accessibility.

2. From the parking spot an accessible route needs to be installed that includes access to the clubhouse building. This will include a code compliant ramp up to the entrance. The door will need to be made accessible with the proper door hardware and threshold. Then the service counter will need to be dropped down for 36 inches long, 34 inches high to comply.

3. The stairs down from the clubhouse building will need to be made compliant. This will include the stairs to be rebuilt to minimum standards of rise and run, visual striping, handrails and the proper landing.

4. There is a picnic table on site that is compliant in its self but needs an accessible route down to it.

5. There are no restrooms for this activity but temporary "Porta Potty's" are brought in for the summer use. As long as the proper units are used and there is an accessible route from the units to the greens then this will comply.

Fred Rightmier Field

1066 Lyons Avenue

This is a Little League Baseball field with a concession stand, bleachers and restrooms. The City of South Lake Tahoe is responsible for the maintenance of the restroom building and the Concession Stand. Because this facility is open to the public, the following are subject to accessibility.

1. The restrooms need to be made accessible. These facilities were built long before the 1991 accessibility requirements were established so currently nothing is compliant about these restrooms. It would take a complete gut of the interior to obtain compliance. The actual structure is large enough but the layout is not compliant. This would include the water closets, lavatories, urinal and all the accessories. The exterior of the structure would need to have the step up to the restroom doors addressed with a compliant ramp.
2. The concession stand window is too tall to comply with accessibility. The requirement is a maximum of 34 inches while currently the height is 41 inches.
3. An accessible route needs to be installed from the public way to the restroom and concession stand. An accessible route will need to be put in to allow a path next to the bleachers for viewing.
4. The drinking fountain is not accessible. This will need to be lowered and preferably a high low design be installed so as to serve all.

If there is no future plan to redo this facility then the minimum readily achievable requirements should be applied. This would include a ramp up to the restroom doors, lever type faucet handles, padding under the lavatories, moving all the accessories into their compliant spaces and signage on the door.

A 48 inch wide path should be laid from the public way to all the above mentioned services which would help make this site more accessible.

Explore Tahoe/ Transit Center

4114 Lake Tahoe Blvd

This building houses the City Explore Tahoe Facility. They reach out to the public with information and education about Lake Tahoe and its activities. It also adjoins the Bus station waiting area that contains restrooms. Upstairs the building currently houses Heavenly Ski Area locker rooms for its employees. This building has three levels that are all accessible by an elevator that is meets accessibility requirements. There are some items that need to be addressed to be fully compliant with accessibility.

1. The door opening force for both doors into the waiting area for buses is at 10 pounds. To be compliant the opening force cannot exceed 5 pounds.
2. The exterior landing on the door leading into the waiting area across the Explore Tahoe has a slope of 9%. The maximum allowable slope is 2% for five feet out.
3. The men's and women's restroom door opening force is at 8 pounds, this needs to be lowered to 5 pounds.
4. The accessible stall doors in both restrooms need pull handles on both sides of the doors. These door pulls require being large enough so a tight fist can be used to operate the doors.
5. The main entry door to Explore Tahoe needs to be adjusted to a maximum 5 lbs. of opening force.

The exit stair way for the top floor is good. As mentioned the elevator complies along with the drinking fountains and the service counter for Explore Tahoe.

Sidewalks and Walkways

All sidewalks, bike paths and walkways are mandated to be accessible. The State of California and the Federal Government provide minimum standards for these paths of travel. They give details on all type of curb ramps. Curb Ramps are transitions from the walkway down to the flow line of a street. An accessible route would never have to "jump a curb", a vertical wall or a curb.

Sidewalks, walkways and bike paths also have minimum standards. There are minimum slope and width requirements along with standards for cracks, bumps and obstacles.

The City does not have many sidewalks or curb ramps, relatively speaking, and with Cal Trans being responsible for most of the situations along Hwy 50, the City's responsibility can be managed.

The assessment for sidewalks and curb ramps has been done throughout the City. This sheet will only summarize the findings. A detailed report is available for the specific streets and repairs that are required following this summary.

The following are some of the findings:

1. There are over 130 curb ramps that need some kind of repair or complete installations.
2. There is over 12 miles of sidewalks that need work. Some of the violations that were noted are the following:
    a) Minimum width is 48 inches for a walkway
    b) There shall be no abrupt changes in elevations greater than ¼ inch in height and ½ inch in width.
    c) All grates or utility service access panels shall not have an opening greater than ½ inch or protrude above or below the surface as noted as above.
    d) There shall be no overhanging obstructions below 80 inches.
3. Truncated domes are missing on all City sidewalk curb ramps.

CHECKLIST FOR ACCESSIBLE SIDEWALKS AND WALKWAYS

Definitions:

Walkway: This is a path intended for the public which could be for bicycles and/or pedestrian use that is not adjacent to a public street?

Sidewalk: Is a walkway adjacent to a public street.

The following are requirements for sidewalks and walkways. The numbers below corresponds to the accessibility evaluation done on each sidewalk, curb ramp or walkway. All locations are numbered on the maps found at the back of this report. See table of contents for specific locations.

1. Walkways and sidewalks must be a minimum of 48 inches wide with gaps no more than ½ inches.
2. There shall be no abrupt changes in level; ¼ inch maximum change in height over – distance
3. Maximum slope of a sidewalk or walkway is 5%.
4. The maximum cross slope is 2%.
5. Any grate in the path of travel shall be flush with the surface and the openings shall be a maximum of ½ inch in the direction of travel.
6. Any walkway or sidewalk that is less than 60 inches wide shall have a section 60" X 60" wide every 200 feet.
7. Any abrupt changes in level greater than 4 inches in vertical height require edge protection except when adjacent to a street or driveway.
8. There shall not be any overhanging obstruction less than 80 inches above the walking surface.
9. There shall be no protruding objects from walls greater than 4 inches between 27 and 80 inches high.

10. A level landing a minimum of 48" deep that extends the full width of the ramp is provided at the upper end or the curb ramp, OR the slope of the fanned or flared sides does not exceed a 12 gradient (8.33%)

11. Slope of top landing area (if provided) does not exceed 1:50 gradient (2.0%) in any direction

12. Built-up curb ramps do not project into vehicular traffic lanes.

13. Transitions from ramp(s) to walks, gutters or streets are flush and free of abrupt changes.

14. A 12" grooved border is provided along the top and sides of the ramp at the level surface of the sidewalk (grooves approximately ¾" on center).

15. The maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route the bottom of the curb ramp.

16. Curb ramps shall be located or protected to prevent their obstruction by parked vehicles.

17. The curb ramp has a detectable warning that extends the full width and depth of the curb ramp, excluding the flared sides, inside the grooved border, OR has a modified detectable warning that is approved by the appropriate enforcement agency.

Map 1

Engineering Department

CSLT SIDEWALKS

Map #2

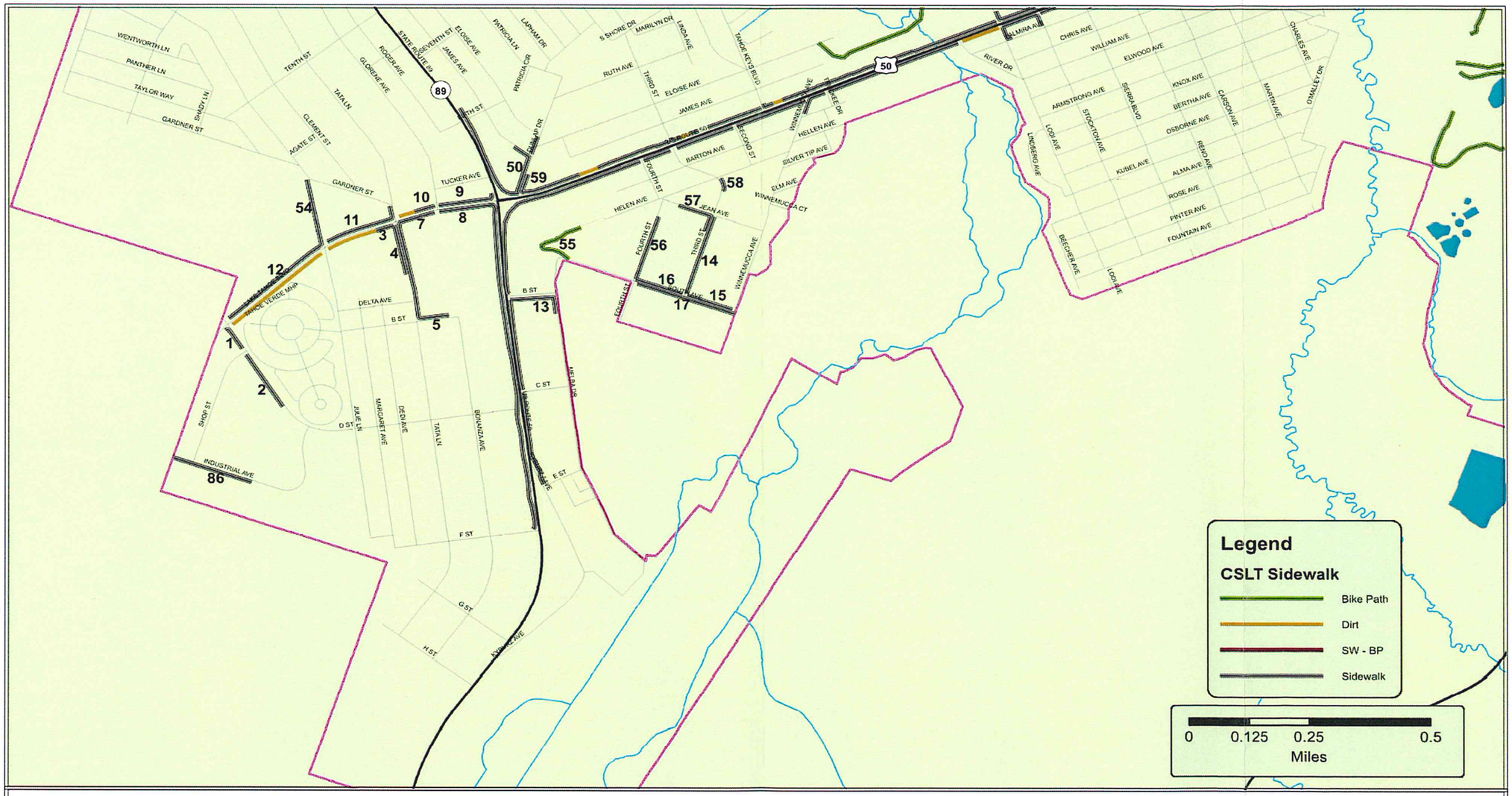
Eric Friedlander
City of SLT
11/22/2011

Sidewalk #	Location	Deficiency Description	Checklist for Accessible Sidewalks & Walkways Deficiency #
1	Lake Tahoe Blvd from D Street to Julie Lane	(1) curb ramp fails	
		sidewalk fails	1,2,4
2	1740 D Street to 1748 D Street	no curb ramps; sidewalks fails	1,2,3,5,7
3	1900 Lake Tahoe Blvd to Tata Lane	no curb ramps; sidewalk is compliant	
4	Tata Lane at Lake Tahoe Blvd thru City admin offices	(1) curb ramp fails	17
		sidewalk fails	1,2,4
5	B Street to Tata Lane	no curb ramps; sidewalk fails	1,4
6	Tata Lane from B Street to Lake Tahoe Blvd.	(1) curb ramp fails	17
		sidewalk fails	1,2,4,5,8,9
7	Lake Tahoe Blvd at Tata Lane to Raley's entrance	no curb ramps; sidewalk fails	4
8	Lake Tahoe Blvd from Raley's main driveway to Hwy 50-89	(2) curb ramps both compliant	
		sidewalk is compliant	
		walkway fails on #1; cracks	4,7
9	Lake Tahoe Blvd at Hwy 50 & 89 heading west to Glorene	(2) curb ramps; (1) corner of Lake Tahoe Blvd & highway is compliant	
		sidewalk is compliant	
		(1) curb ramp corner Lake Tahoe Blvd & Glorene; no bump pad and asphalt in	2,4,5,7

		general area around curb ramp fails	
10	Lake Tahoe Blvd Glorene to Tata west	(1) curb ramp is compliant; sidewalk is compliant	
11	Tata Lane to Lake Tahoe Blvd west to Julie	(2) curb ramps - both have no bump pads; otherwise both are compliant	
		sidewalk fails	4
12	Lake Tahoe Blvd to D Street west	(1) curb ramp - no bump pad; otherwise compliant	
		sidewalk fails	1,2,4,6,7
13	Hwy 50 & B Street, B Street to Melba	(1) curb ramp at corner of 50 & B Street - not compliant	
		sidewalk fails	4,1
14	3rd Street from South Avenue to Jean	(1) curb ramp - no bump pads - also fails	2
		sidewalk fails	1,2,4
15	South Street from Winnemucca to 3rd Street	(2) curb ramps both non-compliant (bad) slope, warnings, etc. etc. etc.	
		sidewalk fails	1,4
16	South Street from 3rd to 4th Streets	(1) curb ramp - compliant	
		sidewalk fails	1,2,4
17	South Street (hospital side) from 4th to 3rd Streets	(2) curb ramps - both compliant; (1) farthest east no bump pad	
		sidewalk fails	1,2,4,5
18	Winnemucca Ave at Barton Ave to Hwy 50	no curb ramps; sidewalk fails	1,2,4,8,3
54	Julie Lane at Gardner St. to Lake	no curb ramps; sidewalk fails	1,2,3

	Tahoe Blvd		
55	Bike Trail Helen Avenue to South Avenue	Bike trail fails	1,2,4,3
56	Fourth St From South Ave to Jean Ave	no curb ramps; sidewalk fails	1,2,4
57	Jean Ave from Third Street to Helen Ave	no curb ramps; sidewalk fails	1,2,4,9
58	Third Street from Helen to Jean Ave	(1) curb ramp fails	
		sidewalk fails	1,4
59	Dunlap Dr from Eloise to Hwy 50	no curb ramps; sidewalk fails	1,2,4,7
86	Industrial Avenue from Lake Tahoe Blvd through 1060 Industrial	no curb ramps; sidewalk fails	1,2,4,5

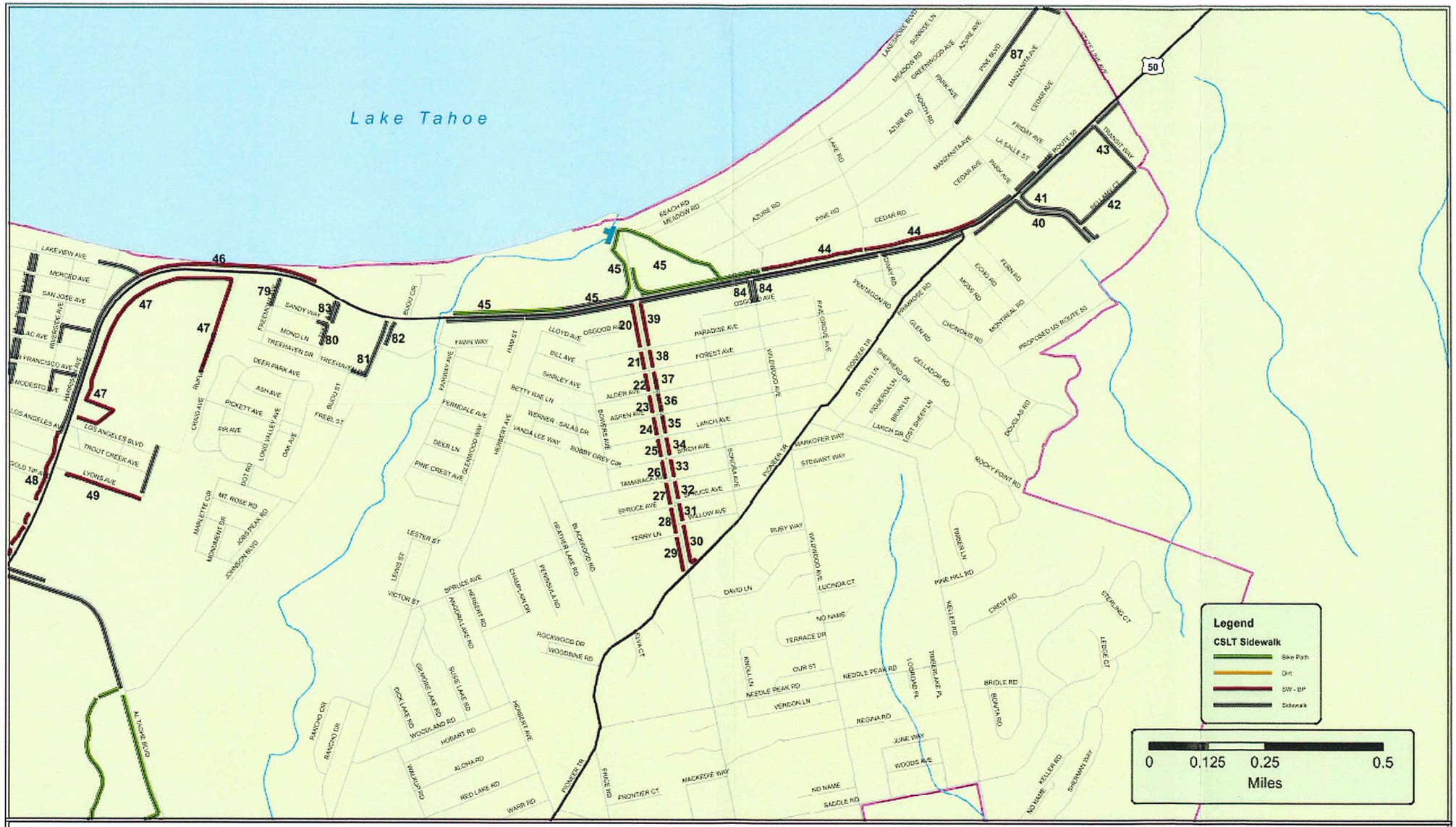
Map 2


Legend
CSLT Sidewalk
Bike Path
Dirt
SW - BP
Sidewalk
0
0.125
0.25
0.5
Miles
Engineering Department
CSLT SIDEWALKS
Map #1
Eric Friedlander
City of SLT
11/22/2011

Sidewalk #	Location	Deficiency Description	Checklist for Accessible Sidewalks & Walkways Deficiency #
19	Al Tahoe Blvd south to Johnson Blvd.	(2) curb ramps - both non-compliant (bad)	
		sidewalk fails	1,2,4,8
50	Bike trail from Trout Creek & Hwy 50 to Rubicon Trail west	Bike trail fails	1,2,3,4
51	Bike trail from Sussex Ave to Ponderosa Ave	Bike trail fails	1,2
52	Bike trail from Ponderosa Ave to Eloise Ave west	Bike trail fails	1,2
53	Bike trail from 15th Street to West Way north	Bike trail is compliant	
60	Lodi Ave from Palmira Ave to Hwy 50	(1) curb ramp at Hwy 50 (Caltrans?) non-compliant	
		sidewalk fails	1,2,4,9
61	Stockton Ave from Palmira to Hwy 50	(1) curb ramp (Caltrans?) non-compliant	
		sidewalk fails	1,2,4,9
62	Reno Ave from Palmira Ave to Hwy 50	(1) curb ramp at Hwy 50 (Caltrans?) non-compliant	
		sidewalk fails	1,2,4
63	Blue Lakes Ave from Young St to Hwy 50	no curb ramps; sidewalk fails	1,2,3,4,5

68	San Francisco Ave from Riverside to Harrison Ave south	no curb ramps; sidewalk fails	1,2,4,5,9
69	Riverside from Tallac to Alameda to Harrison Ave	no curb ramps; sidewalk fails	1,2,4
70	Pasadena Ave between Lakeview Ave and Merced Ave	sidewalks on both sides of street; no curb ramps - sidewalks are level with street; both compliant	
71	Pasadena Ave between Merced and San Jose Ave	both sides compliant	
72	Pasadena between San Jose and Alameda Ave	both sides compliant	
73	Pasadena between Alameda Ave and Tallac Ave	both sides compliant	
74	Pasadena between Tallac Ave and San Francisco Ave	both sides compliant	
75	Pasadena between San Francisco Ave and Modesto Ave	both sides compliant	
76	Harrison Ave between Lakeview and San Jose Ave	(1) curb ramp fails	
		sidewalk fails	1,2,4,5
77	Rufus Allen Blvd from Hwy 50 to entrance of campground	no curb ramps; sidewalk fails	1,2,4
78	Rufus Allen Blvd from Lyon Ave to recreation complex	(1) curb ramp fails	17
85	Silver Dollar from Hwy 50 to Ponderosa St	no curb ramps; sidewalk fails	1,2,4,5

Map 3



Engineering Department

CSLT SIDEWALKS

Map #3

Eric Friedlander
City of SLT
11/22/2011

Sidewalk #	Location	Deficiency Description	Checklist for Accessible Sidewalks & Walkways Deficiency #
20	Ski Run Blvd & Hwy 50 to Paradise Ave heading south	(1) curb ramp non-compliant	
		Walkway fails	1,2,4,5
21	Ski Run Blvd Paradise Ave to Forest Ave south	(2) curb ramps both fail	
		Walkway fails	1,2,4
22	Ski Run Blvd - Forest to Alder Ave south	(2) curb ramps both fail	
		Walkway fails	2,4
23	Ski Run Blvd Alder to Aspen Ave south	(2) curb ramps both fail	
		Walkway fails	1
24	Ski Run Blvd Aspen Ave to Larch Ave south	(2) curb ramps both fail	
		Walkway fails	1
25	Ski Run Blvd Larch Ave Birch Ave south	(2) curb ramps both fail	
		Walkway fails	4
26	Ski Run Blvd Birch to Tamarack south	(2) curb ramps both fail	
		Walkway fails	4
27	Ski Run Blvd Tamarack to Spruce Ave south	(2) curb ramps both fail	
		Walkway fails	1,2,4,5
28	Ski Run Blvd Spruce Ave to Terry Lane south	(2) curb ramps both fail	
		Walkway fails	1,4
29	Ski Run Blvd Terry to Pioneer Trail south	(5) curb ramps all 5 fail	

		Walkway fails	1,2,4
30	Ski Run Blvd Pioneer Trail to Willow Lane north	(1) curb ramp fails	
		no ramp at Pioneer at crosswalk	
		Walkway fails	1,3,4
31	Ski Run Blvd Willow to Spruce Ave north	(2) curb ramps both fail	
		Walkway fails	1
32	Ski Run Blvd Spruce to Tamarack Ave north	(2) curb ramps both fail	
		Walkway fails	1
33	Ski Run Blvd Tamarack to Birch Ave north	(2) curb ramps both fail	
		Walkway fails	1
34	Ski Run Blvd Birch to Larch Ave north	(2) curb ramps both fail	
		Walkway fails	1
35	Ski Run Blvd Larch Ave to Aspen north	(2) curb ramps both fail	
		Walkway fails	1
36	Ski Run Blvd Aspen to Alder Ave north	(2) curb ramps both fail	
		Walkway fails	1
37	Ski Run Blvd Alder to Forest Ave north	(2) curb ramps both fail	
		Walkway fails	1
38	Ski Run Blvd Forest to Paradise Ave north	(2) curb ramps both fail	
		Walkway fails	1
39	Ski Run Blvd Paradise to Hwy 50	(1) curb ramp fails	
		Walkway fails	1,2,4
40	Heavenly Valley Parkway at Hwy 50 to Montreal Rd south	(7) curb ramps both fail	
		Walkway fails on #3 in small area of long walkway?	

41	Heavenly Valley Parkway at Bellamy Ct to Hwy 50 north	(4) curb ramps both fail; 3 fail on ???; 1 is compliant	
		walkway is 95% compliant; fails	3,4
42	Bellamy Ct from Transit Way to H.V. Parkway	(2) curb ramps both fail	
		sidewalk/walkway is compliant	
43	Transit Way from Hwy 50 to Bellamy Ct	(1) curb ramp fails	
		walkway is compliant	
44	Walkway/Bike path Hwy 50 west Pioneer to MacDonald's	no curb ramps	
		walkway/bike path fails	1,2,4
45	Bike path from Wildwood to Fairway Hwy 50 west	no curb ramps	
		bike trail fails	1,2,4,5,7
46	Sidewalk/bike path under construction Caltrans		
47	Sidewalk/bike path under construction Caltrans		
48	Sidewalk/bike path under construction Caltrans		
49	Lyons Ave south to Rufus Allen Blvd sidewalk/bike path	(3) curb ramps molded detectable warnings; no color change otherwise compliant	
		walkway fails - cracks	1
87	Pine Blvd from Park Ave to Stateline Ave east	(2) curb ramps both fail	
		sidewalk fails	1,2,4,5,7
79	Fremont Ave from Hwy 50 to Sandy Way	no curb ramps	
		sidewalk fails	1,2,4,5
80	Takela Dr from Sandy Way to Mono Way	no curb ramps	

		sidewalk fails	1,2,4,5,9
81	Johnson Blvd from Hwy 50 to Treehaven Dr	(1) curb ramp fails	
		sidewalk fails	4
82	Johnson Blvd from Fairway Ave to Hwy 50	no curb ramps	
		sidewalk fails	1,2,4,9
83	Takela Dr from Hwy 50 to Sandy Way	no curb ramp	
		sidewalk fails	1,2,4,9
84	Wildwood Ave from Hwy 50 to Osgood Ave (both sides)	(2) curb ramps both fail	17
		sidewalk fails	1,2,4
85	Walkway from I-HOP to Pinewood Inn Hwy 50	walkway fails	1,2,4

Map 4

Engineering Department

CSLT SIDEWALKS

Map #4

Eric Friedlander
City of SLT
10/19/2011

Sidewalk #	Location	Deficiency Description	Checklist for Accessible Sidewalks & Walkways Deficiency #
64	Bike trail from Johnson Blvd to main college entrance south	(3) curb ramps all (3) non-compliant	
		bike trail fails	3,4
65 & 66	Bike trail from main college entrance to community play fields	(3) curb ramps all (3) non-compliant	
		bike trail fails	3,4
67	Bike trail from community play fields to Pioneer Trail	(3) curb ramps all (3) non-compliant	
		bike trail fails	3,4

EVALUATION SCORE SHEET

Vendor/Proposer Name	Evaluator #1 Total Score	Evaluator #2 Total Score	Evaluator #3 Total Score	Evaluator #4 Total Score	TOTAL SCORE	RANKING	COMMENTS
Bureau Veritas Technical Assessments (BVTA)	94	84	85	98	361	1	Good proposal, concise, to the point, easy to read with bullet point lists; about half the cost of all other proposals. Lots of relevant CA specific, municipal experience.
SZS Engineering Access, Inc.	77	85.5	87	80	329.5	2	Highly experienced company, but proposal was more detailed than needed and more than 2x as expensive as Bureau Veritas.
Sally Swanson Architects, Inc.	68	80	84	75	307	3	Seemed to have mostly architecture type experience, and most expensive proposal.
Accessology Too, LLC	76	77	77	76	306	4	Seemed to have mostly TX and experience in other states, so not sure if they are familiar with CA ADA code. Parts of proposal felt like an "ad" for technology they were pushing, but no mention of cost for this.

INSTRUCTIONS:

1. Vendor/Proposer Name: Fill in company name from each RFP/BID received
2. Evaluator #1: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
3. Evaluator #2: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
4. Evaluator #3: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
5. Evaluator #4 (if necessary): insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
6. Total Score: This is the total combined score from all evaluators for each Vendor/Proposer
7. Ranking: Rank each Vendor/Proposer based on total number of points, highest to lowest. Rank numerically, 1 as the highest
8. Comments: note any comments relevant to the scores, or comments the DH should consider for final determination
9. #1 Ranking typically is the Highest number of points and would be the recommended vendor to the Department Head
10. Department Head makes the recommendation for Award based on ranking, comments, and recommendation

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 20, 2022

Agenda Item #: 3

Agenda Item: Agreement with Interwest Consulting Group, Inc. for Right of Way Support Services on Pioneer Trail Pedestrian Improvement Project Phase II

Executive Summary: Council will consider awarding a professional services agreement to Interwest Consulting Group for right of way support services for the Pioneer Trail Pedestrian Improvement Project Phase II. Services include assisting the City with acquiring 19 permission to enter and construct agreements, 9 temporary construction easements, and 1 permanent easement. These agreements and easements are needed in order to construct the project. The total cost of the contract is $114,000, which is fully funded with a combination of grant funds and grant match funds that were previously accepted and appropriated via resolution 2022-064.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Interwest Consulting Group, Inc. for an amount not to exceed $114,000 and 10% contingency for an amount of $11,000 for right of way support services on the Pioneer Trail Pedestrian Improvement Project Phase II.
Responsible Staff Member: Randy Carlson, Associate Civil Engineer

Responsible Staff Member: Randy Carlson, Associate Civil Engineer (530) 542-6033

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Pioneer Trail.docx
02-PSA - Interwest Consulting Group - Pioneer Trail Pedestrian Improvement Project Phase II.pdf
03-Interwest Proposal.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: September 20, 2022

Title: Professional Services Agreement for Right of Way Services in Support of the Pioneer Trail Pedestrian Improvement Project Phase II

Location: Pioneer Trial from Ski Run Blvd to Larch Ave

Responsible Staff Member: Randy Carlson (530) 542-6033

Background: The Pioneer Trail Pedestrian Improvement Project - Phase II is a much-needed upgrade that will construct new sidewalks, pedestrian lighting, stormwater infrastructure, bus shelters, bus pull-outs, and landscaping on both sides of Pioneer Trail between Ski Run Boulevard and Larch Avenue. This project is a continuation of the City's Best in the Basin award-winning project undertaken in 2013/14. Once completed, it will allow for better pedestrian mobility along Pioneer Trail from Ski Run Boulevard to US Hwy 50.

In 2018, the City was awarded $420,000 of Surface Transportation Block Grant funds to design the project. The project is now 60% designed. In February 2022, the Tahoe Regional Planning Agency awarded the City $411,000 of grant funds toward the Right of Way phase of the project. These grant funds were accepted and appropriated into the project account by resolution 2022-064.

Issue and Discussion: The City and our design consultant have determined that additional right-of-way will need to be obtained to construct this project. The City needs 19 permission to enter and construct agreements, nine temporary construction easements, and one permanent easement

This project is federally funded and the funds are administered by Caltrans. As a result, the City must follow the strict guidelines of the Caltrans Local Assistance Procedures Manual (LAPM). One requirement from the LAPM is that Right of Way acquisitions must be performed by a Caltrans certified agency or consultant. The City of South Lake Tahoe is not a qualified agency, so we must contract with a consultant who is qualified to perform the work.

The City issued a Request for Qualifications (RFQ) to obtain a qualified consultant to obtain the required easements and agreements on our behalf. The City posted the RFQ on the City's Planet Bids website. The City received six proposals from qualified candidates. The three-person review panel comprised of two staff members from Public Works and one from the Finance Department independently rated each of the consultants. The final ranking is shown in Table A below. As shown below, Interwest Consulting Group was determined to be the most qualified firm.

Table A

Firm Name	Score (out of 300)	Final Ranking
Interwest Consulting Group	283	1
Monument	280	2
Overland Pacific & Cutler	275	3
Paragon Partners	269	4
Bender Rosenthal Incorporated	261	5
Regency Right of Way Consulting	239	6

It is expected that all easements and agreements to be obtained from the property owners voluntarily and no eminent domain is expected at this time. Temporary construction easements and permission to enter and construct agreements are not a permanent use or taking of land. They are a way in which government agencies can formalize receiving permission to enter onto private property to either remove existing City infrastructure that was built on private property, or to regrade driveways to conform with the new construction.

Financial Implications: This contract is fully funded with previously approved Congestion Mitigation and Air Quality Improvement (CMAQ), Highway Infrastructure Program (HIP), and City grant match funds. Funding required for this contract is outlined in Table B below. Grant funding and expenditure appropriations currently available in the Pioneer Trail Pedestrian Improvement I & II project account 301-50024-48040 total $464,250.

Table B

Item	Quantity	Unit Cost	Total
PSA with Interwest Consulting Group	1	$114,000	$114,000
Contingency for PSA	1	$11,000	$11,000
		Total	**$125,000**

In addition to the consultant fees outlined in Table B, each property transaction will require a title report, escrow fees, and acquisition costs. These costs are estimated in Table C below, but will not be fully known until negotiations have concluded with each property owner. The costs outlined in Table C are not a part of this contract award but are included for transparency so the estimated cost of right-of-way acquisitions are known. The total cost of right-of-way consulting services and acquisitions costs (Tables B & C) are expected to be $340,000, which will be fully paid for with grant funds.

Table C

Item	Quantity	Unit Cost	Total
Permission to Enter and Construct Agreements	19	$2,500	$47,500
Temporary Construction Easements	9	$5,000	$45,000
Permanent Easement	1	$50,000	$50,000
Title Reports	29	$1,500	$43,500
Escrow Fees	29	$1,000	$29,000
		Total	**$215,000**

Environmental Considerations: This project has already completed the CEQA permitting process. On February 2, 2021 the City Planning Commission approved the project as exempt from CEQA permitting pursuant to Section 15301 Existing Facilities. NEPA permitting was completed on June 9, 2021. The NEPA process was completed under a Categorical Exclusion as determined by Caltrans, who is the lead implementing agency. (CML 5398(14)) The project is also a part of the TRPA Environmental Improvement Program (EIP) and is in the process of finalizing the TRPA project permit.

Policy Implications: This Project is consistent with many of the City Council priorities for 2019 and beyond. The Project is a recreational and transportation improvement that will develop new sidewalk improvements approximately 0.45 miles in length along both sides of the road. The Project is considered an active transportation project, which will encourage people to get out of their cars and to walk or ride their bikes, which is in line with Council's desire to combat climate change. The Project will also add some drainage infrastructure along Pioneer Trail, which will extend the lifetime of the roadway and reduce required maintenance along this section of roadway.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the ____ day of September 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Interwest Consulting Group, Inc. ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until April 30, 2024.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $114,000.00 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership Of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party.

Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

   a. 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 for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

   b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, and records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

   c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

   d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or

other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

    Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

    a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

    b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a) (2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and

shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

    In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services is performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

    City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the

acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of

South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be

considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
Attn: Randy Carlson
1740 D Street
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way Road, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Kent Jorgenson
Interwest Consulting Group
9300 W. Stockton Blvd., Suite 105
Elk Grove, CA 95758

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard

business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

    b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;
        ii. The person's or organization's policy of maintaining a drug-free workplace;
        iii. Any available counseling, rehabilitation and employee assistance program; and
        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

        i. Will receive a copy of the Consultant's drug-free policy statement; and

ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

33. Mandatory Fiscal and Federal Provisions for Federally Funded Projects The articles contained in **Exhibit D** are incorporated herein to this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:	CONSULTANT:
By_____	By _____
Devin Middlebrook, Mayor	Kent Jorgensen, Director of Real Estate Services

Business License # 011753

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

ATTEST:

By_____
Sue Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification
Exhibit D – Mandatory Fiscal and Federal Provisions for Federally Funded Projects
Exhibit E – Required Caltrans Exhibits

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Meetings. Attend meetings with the City, including the initial kick-off meeting. Meeting minutes, agendas and reports are provided when directed by the City's project administrator.

Status Reports. Provide and maintain title, appraisal, acquisition and relocation database/status reports for all project personnel to access.

Subconsultant Management. Provide management and coordination of services for all subconsultants.

Escrow Coordination. Provide coordination services with the escrow company, including ordering preliminary title reports, opening escrows and facilitating escrows for the acquired property.

Scheduling. Prepare and provide the City with project schedules, as needed.

Quality Assurance/Quality Control Management. Provide quality control management for all areas of the project, including coordinating efforts with the City to ensure a compliant project.

Data Management. We will use QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards for monitoring individual performance efficiency, timelines and cost containment strategies. Our reports are tailored to each client's specifications to provide the critical information necessary for management decisions.

Project Close-Out. Provide the services required to finalize and close out the project.

TASK 2: APPRAISAL

PRIMARY APPRAISAL

Manage and Distribute Appraisal Assignments. Facilitate the distribution of appraisal assignments, including appraisal review reports and ensure clarification of project scope.

Coordinate Meetings. Hold meetings with the selected appraiser and review appraiser to review and discuss the project scope, requirements for the appraisal reports and reviews, as well as the type of reports required and the required written notice of inspection to the owner.

Notice of Intent to Appraise. Prepare the Notice of Intent to Appraise letter for each property, advising the property owners of the proposed project, introducing the appraiser and providing contact information to answer questions and concerns.

Conduct Appraisal Inspection. An appraisal inspection will be conducted to become familiar with the physical and functional characteristics of the impacted parcels, as well as to distinguish the influence of the immediate physical environment.

Determine Highest and Best Use. Just compensation for the full and partial acquisitions will be as set for thin the California Code of Civil Procedure, Part 3, Title 7, Chapter 9, Sections 1263.320 through 1263.430, as appropriate for eminent domain purposes.

Obtain Appraisals. Obtain appraisals and summary of value statements for each acquisition prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, other applicable federal laws, California laws and Uniform Standards of Professional Appraisal Practices (USPAP). Record information into the database and properly disperse appraisal reports.

Appraisal Reports. The format and level of documentation for an appraisal report depends on the complexity of the appraisal problem. Complex property assignments are to be reported in a self-contained, narrative format. A summary report, in conformance with USPAP Standards Rule 2-2(b), is permitted in cases, which, by virtue of their low value or simplicity, do not require the in-depth analysis and presentation necessary in a narrative appraisal report.

Just Compensation. Upon completion of the appraisal, the appraiser will complete a Summary of Just Compensation report to establish the highest and best use valuation.

WAIVER VALUATIONS

Based on our initial review of available data, Interwest recommends completing waiver valuations instead of a summary appraisal report for particular parcels if we anticipate that the fair market value will be below $10,000 and, as applicable, up to $25,000. In these cases, a review appraisal will not be needed, saving the City time and money.

REVIEW APPRAISAL

Review appraisers are required to address a number of specific items pertaining to the appraisal report under review including: the completeness of the report; adequacy and relevance of the data; propriety of the adjustments; form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal; and form an opinion as to whether or not the analyses, opinions and conclusions are appropriate and reasonable or develop reasons for any disagreements.

In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines. All appraisal review assignments will comply with Standard Rule 3 of USPAP. The scope of work for an appraisal review will include the following steps:

Identify the Appraiser. Identify the appraiser(s) that conducted the appraisal.

Research the Property. Become familiar with the subject property, and review legal descriptions and plat maps, title reports, environmental reports, and related documents, as applicable.

Research the Area. Become familiar with the subject neighborhood and the comparable properties used in the various analyses.

Review the Math. Check all mathematical calculations made by the appraiser(s);

Review the Narrative. Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review).

Review the Approach. Review the weighting assigned to the approaches to value used.

Check for Compliance. Determine if accepted appraisal principles, techniques, and standards were followed in arriving at the property value in accordance with USPAP, California law, Caltrans, FHWA and FTA regulations, as applicable.

Check for Oversight. Ensure that the appraiser did not overlook any feature that would materially affect the property value.

Determine the Report's Completeness. Develop an opinion as to the completeness of the material under review, given the review appraiser's scope of work.

Form an Opinion. Given the review appraiser's scope of work, develop an opinion as to the following: 1) the adequacy and relevance of the data and the propriety of any adjustments to the data; 2) the appropriateness of the appraisal methods and techniques used and reasons for any disagreement; 3) the appropriateness and reasonability of the analyses, opinions, and conclusions and reasons for any disagreement; and 4) whether the appraisal can be used to establish fair market value for the subject parcel.

Make a Recommendation. Determine whether the primary appraiser's estimate of fair market value should be used as just compensation for the proposed acquisition.

TASK 3: ACQUISITION AND NEGOTIATION

Review Plans. Review project plans to become familiar with the project and its impacts on various properties.

Verify Conformance. Verify that legal descriptions, plat maps, right of way plans, surveys and appraisals correspond and are accurate.

PTR Review. Interwest's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, as applicable, the listed liens, encumbrances and/or mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.

Offer Package. Prepare and present the written offer letter to the property owner, along with the appraisal summary of value, purchase agreement, deeds, escrow instructions, brochure and agent's business card upon the initiation of negotiations, after review and approval by the City's representative. Submit all legal documents for the City's legal counsel to review when language is added, deleted or revised.

Acquisition and Negotiation. Conduct negotiations for the acquisition of each parcel in accordance with all federal and state policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be sent via certified mail with a return receipt.

Administrative Settlement Recommendations. Provide the City with a written recommendation and support documentation for all counter offers and proposed settlement terms for review and approval.

Open and Monitor Escrows. Coordinate with the selected title company and open escrows on all purchases. Interwest monitors escrows, reviews all escrow documents, requests funds, ensures that the City receives title insurance policies in the amount of the purchase cost of the land/improvements, and clears title to all properties acquired. For the parcels with only Temporary Construction Easements, Interwest will close the escrow with our internal escrow coordinator.

City and Owner Liaison. Provide liaison duties between the City and property owners.

Contact Documentation. Thoroughly document contact with property owners and/or their representatives, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and are housed in a permanent acquisition file.

Parcel Files. Establish and maintain an accurate and complete working file for each parcel in a professional and standard format. Additionally, all pertinent project files are maintained in electronic formats and provided to the City at completion of the project.

Meetings. Attend any required or additional meetings, as deemed necessary by the City to communicate progress and discuss project issues.

Close-Out Acquisition File. Complete a final quality assurance/quality control review on the file for close-out, provide final status reports to the City and deliver final files to the City upon completion of the project. Additionally, the City will receive a flash drive with all pertinent project data stored in systematically organized project folders.

TASK 4: TITLE, ESCROW AND CLOSING

Preliminary Title Reports. Through our subconsultant, issue preliminary title reports (PTR) with supporting documents for all parcels. Title reports produced for each parcel will, at a minimum, establish legal owners and all valid liens, encumbrances and easements of record.

PTR Review. Interwest's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, as applicable, the

listed liens, encumbrances and/or mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.

TASK 5: CONDEMNATION SUPPORT (IF APPLICABLE)

It is Interwest's goal to successfully acquire every site under amicable terms, however, this is not always possible. When this situation arises, we offer our clients a detailed account of the actions and timelines and recommend condemnation. If a condemnation action is warranted, Interwest will support the City or its legal representative through the process. During this time, unless otherwise directed by the City, Interwest will continue to negotiate with the owners to reach a reasonable conclusion in order to prevent
actual litigation.

Interwest's personnel are exceptionally knowledgeable concerning the federal requirements of land acquisition and we are cognizant of the state laws of California. Even if condemnation is necessary, Interwest is experienced in coordinating with Caltrans and the Federal Highway Administration (FHWA) to prepare applicable certifications, as required by Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual, and ensure that all schedules of Right of Way Certifications are met before a project proceeds to construction.

Our condemnation support services include the following tasks.

Providing the City's legal counsel with a complete and documented case file.

Obtaining litigation guarantees.

Verifying title information and furnishing information to the City's legal counsel.

Preparing the appropriate notice for the Resolution of Necessity hearing.

Attending Resolution of Necessity hearings.

Continuing negotiations with owners as authorized by their representatives.

Providing case recommendations under acceptable administrative settlement provisions.

Serving summons and complaints as requested by the City's legal counsel.

Providing expert testimony.

TASK 6 RIGHT OF WAY CERTIFICATION

Interwest will coordinate with the City and Caltrans to prepare the Right of Way Certification, as required by Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual. Our process includes the following:

Coordination. Coordinate with Caltrans Local Assistance or Local Programs to ensure that project requirements are underway. This includes ensuring the City has completed all necessary documents to begin the certification process, (e.g., the E-76 application for Construction/Right of Way).

Assembly. Assemble the Right of Way Certification (1, 2, 3 or 3W) binder with all appropriate documentation to be provided by the City, including documentation showing possession of the necessary right of way, utility notices and agreements, relocation plans and costs, and necessary environmental clearance support.

Drafting. Draft the Right of Way Certification form segmenting the different project land rights acquired along with any supporting documentation, as applicable.

Delivery. Package and deliver a hard copy of the certification directly to Caltrans District Office and provide an electronic copy to the City.

Revisions. Interwest will coordinate revisions between Caltrans and the City, as necessary, and work with the client to ensure that all schedules of right of way certifications are met before the project proceeds to construction.

EXHIBIT B

COMPENSATION SCHEDULE

Note: Mark-ups are Not Allowed

■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Sub 2nd Tier Subconsultant

Consultant: Interwest Consulting Group

Project No. PWC 2018-30150024-ROW Contract No. Pioneer Trail Pedestrian Improvement Project Date 6/29/2022

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Project Manager	Laura Menendez		280	$ 62.50	$ 17,500.00
Caltrans QA/QC	John Almazan		40	$ 67.31	$ 2,692.31
Sr. Acquisition Agent	Lisa Cass		570	$ 42.09	$ 23,991.30
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 44,183.61

b) Anticipated Salary Increases (see page 2 for calculation) $ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $ 44,183.61

INDIRECT COSTS

d) Fringe Benefits (Rate: 43.55%) e) Total Fringe Benefits [(c) x (d)] $ 19,241.96

f) Overhead & G&A (Rate: 43.07%) g) Overhead [(c) x (f)] $ 19,029.88

h) General & Admin (Rate:) i) Gen & Admin [(c) x (h)] $ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $ 38,271.84

FIXED FEE **k) TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% $ 8,245.54

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Preliminary Title Reports	10		$ 750.00	$ 7,500.00
Waiver Valuations - Interwest - Flat Fee	9		$ 1,000.00	$ 9,000.00
Mileage & Postage	1			$ 399.01

l) TOTAL OTHER DIRECT COSTS $ 16,899.01

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Johnson Valuations - One Primary Appraisal $ 5,000.00

Subconsultant 2: Santolucito Dore Group - One Review Appraisal $ 1,400.00

m) TOTAL SUBCONSULTANTS' COSTS $ 6,400.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ 23,299.01

TOTAL COST [(c) + (j) + (k) + (n)] $ 114,000.00

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Interwest Consulting Group

Project No. **PWC 2018-30150024-ROW** Contract No. **Pioneer Trail Pedestrian Improvement Project** Date **6/29/2022**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 44,183.61	890	=	$ 49.64	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ -	+	0%	=	$ -	Year 2 Avg Hourly Rate
Year 2	$ -	+	0%	=	$ -	Year 3 Avg Hourly Rate
Year 3	$ -	+	0%	=	$ -	Year 4 Avg Hourly Rate
Year 4	$ -	+	0%	=	$ -	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	890.0	=	0.0	Estimated Hours Year 1
Year 2	0.00%	*	890.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	890.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	890.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	890.0	=	0.0	Estimated Hours Year 5
Total	0%		Total	=	890.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ -	*	0	=	$ -	Estimated Hours Year 1
Year 2	$ -	*	0	=	$ -	Estimated Hours Year 2
Year 3	$ -	*	0	=	$ -	Estimated Hours Year 3
Year 4	$ -	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$ -	
	Direct Labor Subtotal before Escalation			=		
	Estimated total of Direct Labor Salary Increase			=		Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Kent Jorgensen

Title *: Director of Real Estate Services

Signature: Kent Jorgensen

Date of Certification: 6/29/2022

Email: kjorgensen@interwestgrp.com

Phone number: (949) 870-5401

Address: 9300 W. Stockton Blvd., Suite 105, Elk Grove, CA 95758

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Cost includes: Waiver Valuations being completed on 9 parcels requiring TCE's instead of formal Primary Appraisals; pulling last deed of record on the 19 parcels requiring only PTE's resulting in a saving of $14,250 for Preliminary Title Reports. Scope of work also includes project management, Caltrans Quality Control Assurance, appraisal and valuation services, acquistion services, escrow coordination, and preparation of the Right of Way Certification. No Environmental inspections or ESA's are included in this cost sheet.

Pioneer Trail Pedestrian Improvement Project	INTERWEST CONSUTLIHNG GROUP			
	$128.30	$138.18	$86.40	
	LABOR REQUIREMENTS (HOURS)			
Task Description	Laura Menendez, Project Manager	John Almazan, Quality Control Agent	Lisa Cass, Sr. Acq. Agent	TOTAL
Task 1: Program Management				
Subtotal:	**240**			**$30,792**
Task 2: Appraisal				
Waiver Valuations - Flat Rate - $1,000 x 9 parcels - Jeremy Miller				$9,000
Primary Appraisal - One Report - Johnson Valuations - Flat Rate Fee				$5,000
Santolucito Dore Group - One Review Appraisal - Flat Rate Fee				$1,400
Subtotal:				**$15,400**
Task 3: Acquisition Services				
Subtotal:			**530**	**$45,794**
Task 4: Title - PRT's and Review				
	10			$1,283
First American - 10 Preliminary Title Reports @ $750/report				$7,500
Subtotal:				**$8,783**
Task 5: Condemnation Support				
Subtotal:	**30**		**40**	**$7,305**
Task 6: Right of Way Certification				
Subtotal:		**40**		**$5,527**
Project Summary	**280**	**40**	**570**	**$113,601**
Other Direct Costs - Mileage				**$399.01**
	TOTAL COST			$114,000

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Kent Jorgensen, Director of Real Estate Services

By:_____

EXHIBIT D

MANDATORY FISCAL AND FEDERAL PROVISIONS FOR FEDERALLY FUNDED PROJECTS

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on September 20th, 2022, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on April 30th 2024, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **$8,245.54**. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed or emailed to LOCAL AGENCY's Contract Administrator at the following address:

City of South Lake Tahoe
Attn: Randy Carlson
1740 D Street
South Lake Tahoe, CA 96150
RCrlson@cityofslt.us

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **$114,000.00**.

J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

K. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of LOCAL AGENCY.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in Section 0. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of LOCAL AGENCY.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting

Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by A&I.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all

reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per

diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list

current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

(Include this article in all AGREEMENTs where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.)

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the

CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   a. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
   b. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S.

Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee,

licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT E

REQUIRED CALTRANS EXHIBITS

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of South Lake Tahoe
2. Contract DBE Goal: 0%
3. Project Description: Right of Way Acquisition Services in support of the Pioneer Trail Pedestrian Improvement Project Phase II
4. Project Location: On Pioneer Trail between Ski Run Blvd and Larch Ave
5. Consultant's Name: Interwest Consulting Group, Inc.
6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Review Appraisals	43345	Santolucito Dore Group, Inc. 31600 Railroad Canyon Rd., Ste. 100-L Canyon Lake, CA 92587	
	$ 0.00		
	0.00%		

Local Agency to Complete this Section

17. Local Agency Contract Number: 2018-30150024-ROW
18. Federal-Aid Project Number: STPL-5398(014)

Consultant's Ranking after Evaluation: 1

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

Randy Carlson — 21. Local Agency Representative's Signature
9/9/22 — 22. Date
Randy Carlson — 23. Local Agency Representative's Name
(530) 542-6033 — 24. Phone
Associate Civil Engineer — 25. Local Agency Representative's Title

11. TOTAL CLAIMED DBE PARTICIPATION %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

Kent Jorgensen — 12. Preparer's Signature
6/27/2022 — 13. Date
Kent Jorgensen — 14. Preparer's Name
(949) 870-5401 — 15. Phone
Director of Real Estate Services — 16. Preparer's Title

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

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of South Lake Tahoe
2. Contract DBE Goal: 0%
3. Project Description: Right of Way Acquisition Services in support of the Pioneer Trail Pedestrian Improvement Project
4. Project Location: On Pioneer Trail between Ski Run Blvd and Larch Ave
5. Consultant's Name: Interwest Consulting Group, Inc
6. Prime Certified DBE: ☐
7. Total Contract Award Amount: TBD
8. Total Dollar Amount for **ALL** Subconsultants: TBD
9. Total Number of **ALL** Subconsultants: TBD

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Review Appraisals	43345	Santolucito Dore Group, Inc. 31600 Railroad Canyon Rd., Ste. 100-L Canyon Lake, CA 92587	TBD

Local Agency to Complete this Section

20. Local Agency Contract Number: 2018-30150024-ROW
21. Federal-Aid Project Number: STPL-5398(014)
22. Contract Execution Date: TBD 9/20/22

14. TOTAL CLAIMED DBE PARTICIPATION: $ TBD — TBD %

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

Randy Carlson — 23. Local Agency Representative's Signature
9/9/22 — 24. Date
Randy Carlson — 25. Local Agency Representative's Name
(530) 542-6033 — 26. Phone
Associate Civil Engineer — 27. Local Agency Representative's Title

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

Kent Jorgensen — 15. Preparer's Signature
6/27/2022 — 16. Date
Kent Jorgensen — 17. Preparer's Name
(949) 870-5401 — 18. Phone
Director of Real Estate Services — 19. Preparer's Title

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

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

- [A] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. Status of Federal Action:

- [ ] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

3. Report Type:

- [A] a. initial
- [ ] b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

[X] Prime [ ] Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ [ ] actual [ ] planned

13. Form of Payment (check all that apply): N/A

- [ ] a. cash
- [ ] b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

N/A

- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e deferred
- [ ] f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes [ ] No [X]

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Kent Jorgensen

Print Name: Kent Jorgensen

Title: Director of Real Estate Services

Telephone No.: (949) 870-5401 Date: 6/27/2022

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EXHIBIT 10-Q FROM SANTOLUCIDO DORE GROUP

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

- [x] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

NONE

2. Status of Federal Action:

- [ ] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

3. Report Type:

- [ ] a. initial
- [ ] b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

[ ] Prime [ ] Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$ NONE [ ] actual [ ] planned

13. Form of Payment (check all that apply):

- [ ] a. cash
- [ ] b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e deferred
- [ ] f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes [ ] No [x]

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: CSantolucito

Print Name: Christine S. Santolucito

Title: President

Telephone No.: 951-225-3500 ext. 101 Date: 06/28/2022

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

- [x] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. Status of Federal Action:

- [x] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

3. Report Type:

- [x] a. initial
- [ ] b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

[ ] Prime [x] Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

None

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ None [ ] actual [ ] planned

13. Form of Payment (check all that apply):

- [ ] a. cash
- [ ] b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e deferred
- [ ] f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

None

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** [ ] **No** [x]

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Benjamin Quimby Johnson
Digitally signed by Benjamin Quimby Johnson
DN: cn=Benjamin Quimby Johnson, o=Ironwood Center, LLC, ou, email=bqjohnson@gmail.com, c=US
Date: 2022.06.21 16:54:01 -07'00'

Print Name: Benjamin Quimby Johnson

Title: Manager

Telephone No.: 775.588.6137 Date: 6/24/20

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EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 07/01/2022 PE/CE

Federal-aid Project No(s). STPL-5398(014) Bid Opening Date _____ CON

The City of South Lake Tahoe has established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
Not applicable	Not applicable

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Santolucido Dore Group, Inc.	6/22/2022	Not applicable

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
Mileage Costs	Pick			0.00%
Equipment Rental	Pick			0.00%
Permit Fees	Pick			0.00%
Plan Sheets	Pick			0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

Santolucito Dore Group, Inc.
31600 Railroad Canyon Rd., Ste. 100-L
Canyon Lake, CA 92587

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Interwest Consulting Group, Inc. is committed to assisting DBE firms as requested, in any way possible.

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

Interwest Consulting Group, Inc. is committed to assisting DBE firms as requested, in any way possible.

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
Not applicable		

H. Any additional data to support a demonstration of good faith efforts:

Proposal for Real Property Easement, Appraisal, Negotiation, and Acquisition Services for the

CITY OF SOUTH LAKE TAHOE

PIONEER TRAIL PEDESTRIAN IMPROVEMENT PROJECT PHASE II

JULY 1, 2022

PRESENTED BY

INTERWEST CONSULTING GROUP, INC.

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TRANSMITTAL LETTER

July 1, 2022

1613 Santa Clara Drive, Ste. 100
Roseville, California 95661
Phone (916) 385-0493

City of South Lake Tahoe
Attn: Randy Carlson, Assoc. Civil Engineer
1740 D Street
South Lake Tahoe, California 96150

Proposal for Real Property Easement Appraisal, Negotiation, and Acquisition Services for the Pioneer Trail Pedestrian Improvement Project Phase II

At Interwest Consulting Group, Inc. we understand the importance of public works and capital improvement projects, including road widenings, realignments and similar pedestrian, bike, and off-street trail projects. We get that these projects are necessary to keep improving the lives of any city's inhabitants and we have more than 20 years of experience partnering with myriad cities throughout California to provide professional right of way and related real estate services. This depth of expertise enables us to thoroughly understand all aspects of your project, making our team of experts uniquely qualified to perform the appraisal and acquisition services required for successful completion of the Pioneer Trail Pedestrian Improvement Project.

Contact. The following personnel will serve as the City's main points of contact.

Kent Jorgensen, Corporate Broker
kjorgensen@interwestgrp.com
(949) 870-5401

Laura Menendez, Project Manager
lmenendez@interwestgrp.com
(916) 316-5726

Interwest and the City of South Lake Tahoe. Interwest has worked with the City of South Lake Tahoe in the past. The proposed personnel have completed the **El Dorado Beach / Ski Run Boulevard Bike Trail Project** and the **Lake Tahoe Boulevard Bike Trail Project**.

As a result, our team has gained the invaluable experience of working with the City. We have established a productive working relationship with your staff and are familiar with the City's acquisition standards and administrative procedures. We are already cognizant of the community's concerns and maintain a vast knowledge of the local area.

Validity. This proposal will remain valid for a period of 90 days from the date of submittal.

Suggestions to Sample Professional Services Agreement. If selected to provide services for the project, Interwest would like to suggest several modifications to the Professional Services Agreement. A copy with track changes is included on the USB.

Throughout our proposal, we identify our solid work plan and the key qualifications that make us a reliable consultant and dependable right of way services provider on this project. If you have any additional questions or require clarification, please do not hesitate to contact me via **phone at (949) 870-5401**.

Sincerely,

Kent Jorgensen

Kent Jorgensen
Corporate Broker
Interwest Consulting Group, Inc.

SCOPE OF WORK UNDERSTANDING

PROJECT DESCRIPTION

The City of South Lake Tahoe intends to continue pedestrian sidewalks, lighting, transit stops, and class II bike lanes from the limits of the completed Phase I Project.

This project will provide pedestrian and bicycle improvements including increased connectivity of the Project area to the regional network. To move forward with this project the City is seeking a qualified firm to provide **title, appraisal, negotiation, acquisition, escrow, and Right of Way Certification services**. The selected Right of Way firm would provide:

1 Permanent Easement

9 Temporary Construction Easements

19 Permission to Enter and Construct Agreements

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

- **Meetings.** Attend meetings with the City, including the initial kick-off meeting. Meeting minutes, agendas and reports are provided when directed by the City's project administrator.
- **Status Reports.** Provide and maintain title, appraisal, acquisition and relocation database/status reports for all project personnel to access.
- **Subconsultant Management.** Provide management and coordination of services for all subconsultants.
- **Escrow Coordination.** Provide coordination services with the escrow company, including ordering preliminary title reports, opening escrows and facilitating escrows for the acquired property.
- **Scheduling.** Prepare and provide the City with project schedules, as needed.
- **Quality Assurance/Quality Control Management.** Provide quality control management for all areas of the project, including coordinating efforts with the City to ensure a compliant project.
- **Data Management.** We will use QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards for monitoring individual performance efficiency, timelines and cost containment strategies. Our reports are tailored to each client's specifications to provide the critical information necessary for management decisions.
- **Project Close-Out.** Provide the services required to finalize and close out the project.

TASK 2: APPRAISAL

PRIMARY APPRAISAL

- **Manage and Distribute Appraisal Assignments.** Facilitate the distribution of appraisal assignments, including appraisal review reports and ensure clarification of project scope.
- **Coordinate Meetings.** Hold meetings with the selected appraiser and review appraiser to review and discuss the project scope, requirements for the appraisal reports and reviews, as well as the type of reports required and the required written notice of inspection to the owner.

- **Notice of Intent to Appraise.** Prepare the Notice of Intent to Appraise letter for each property, advising the property owners of the proposed project, introducing the appraiser and providing contact information to answer questions and concerns.
- **Conduct Appraisal Inspection.** An appraisal inspection will be conducted to become familiar with the physical and functional characteristics of the impacted parcels, as well as to distinguish the influence of the immediate physical environment.
- **Determine Highest and Best Use.** Just compensation for the full and partial acquisitions will be as set for thin the California Code of Civil Procedure, Part 3, Title 7, Chapter 9, Sections 1263.320 through 1263.430, as appropriate for eminent domain purposes.
- **Obtain Appraisals.** Obtain appraisals and summary of value statements for each acquisition prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, other applicable federal laws, California laws and Uniform Standards of Professional Appraisal Practices (USPAP). Record information into the database and properly disperse appraisal reports.
- **Appraisal Reports.** The format and level of documentation for an appraisal report depends on the complexity of the appraisal problem. Complex property assignments are to be reported in a self-contained, narrative format. A summary report, in conformance with USPAP Standards Rule 2-2(b), is permitted in cases, which, by virtue of their low value or simplicity, do not require the in-depth analysis and presentation necessary in a narrative appraisal report.
- **Just Compensation.** Upon completion of the appraisal, the appraiser will complete a Summary of Just Compensation report to establish the highest and best use valuation.

WAIVER VALUATIONS

Based on our initial review of available data, Interwest recommends completing waiver valuations instead of a summary appraisal report for particular parcels if we anticipate that the fair market value will be below $10,000 and, as applicable, up to $25,000. In these cases, a review appraisal will not be needed, saving the City time and money.

REVIEW APPRAISAL

Review appraisers are required to address a number of specific items pertaining to the appraisal report under review including: the completeness of the report; adequacy and relevance of the data; propriety of the adjustments; form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal; and form an opinion as to whether or not the analyses, opinions and conclusions are appropriate and reasonable or develop reasons for any disagreements.

In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines. All appraisal review assignments will comply with Standard Rule 3 of USPAP. The scope of work for an appraisal review will include the following steps:

- **Identify the Appraiser.** Identify the appraiser(s) that conducted the appraisal.
- **Research the Property.** Become familiar with the subject property, and review legal descriptions and plat maps, title reports, environmental reports, and related documents, as applicable.
- **Research the Area.** Become familiar with the subject neighborhood and the comparable properties used in the various analyses.
- **Review the Math.** Check all mathematical calculations made by the appraiser(s);
- **Review the Narrative.** Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review).
- **Review the Approach.** Review the weighting assigned to the approaches to value used.
- **Check for Compliance.** Determine if accepted appraisal principles, techniques, and standards were followed in arriving at the property value in accordance with USPAP, California law, Caltrans, FHWA and FTA regulations, as applicable.
- **Check for Oversight.** Ensure that the appraiser did not overlook any feature that would materially affect the property value.
- **Determine the Report's Completeness.** Develop an opinion as to the completeness of the material

under review, given the review appraiser's scope of work.

- **Form an Opinion.** Given the review appraiser's scope of work, develop an opinion as to the following: 1) the adequacy and relevance of the data and the propriety of any adjustments to the data; 2) the appropriateness of the appraisal methods and techniques used and reasons for any disagreement; 3) the appropriateness and reasonability of the analyses, opinions, and conclusions and reasons for any disagreement; and 4) whether the appraisal can be used to establish fair market value for the subject parcel.
- **Make a Recommendation.** Determine whether the primary appraiser's estimate of fair market value should be used as just compensation for the proposed acquisition.

TASK 3: ACQUISITION AND NEGOTIATION

- **Review Plans.** Review project plans to become familiar with the project and its impacts on various properties.
- **Verify Conformance.** Verify that legal descriptions, plat maps, right of way plans, surveys and appraisals correspond and are accurate.
- **PTR Review.** Interwest's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, as applicable, the listed liens, encumbrances and/or mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.
- **Offer Package.** Prepare and present the written offer letter to the property owner, along with the appraisal summary of value, purchase agreement, deeds, escrow instructions, brochure and agent's business card upon the initiation of negotiations, after review and approval by the City's representative. Submit all legal documents for the City's legal counsel to review when language is added, deleted or revised.
- **Acquisition and Negotiation.** Conduct negotiations for the acquisition of each parcel in accordance with all federal and state policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be sent via certified mail with a return receipt.
- **Administrative Settlement Recommendations.** Provide the City with a written recommendation and support documentation for all counter offers and proposed settlement terms for review and approval.
- **Open and Monitor Escrows.** Coordinate with the selected title company and open escrows on all purchases. Interwest monitors escrows, reviews all escrow documents, requests funds, ensures that the City receives title insurance policies in the amount of the purchase cost of the land/improvements, and clears title to all properties acquired. For the parcels with only Temporary Construction Easements, Interwest will close the escrow with our internal escrow coordinator.
- **City and Owner Liaison.** Provide liaison duties between the City and property owners.
- **Contact Documentation.** Thoroughly document contact with property owners and/or their representatives, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and are housed in a permanent acquisition file.
- **Parcel Files.** Establish and maintain an accurate and complete working file for each parcel in a professional and standard format. Additionally, all pertinent project files are maintained in electronic formats and provided to the City at completion of the project.
- **Meetings.** Attend any required or additional meetings, as deemed necessary by the City to communicate progress and discuss project issues.
- **Close-Out Acquisition File.** Complete a final quality assurance/quality control review on the file for close-out, provide final status reports to the City and deliver final files to the City upon completion of the project. Additionally, the City will receive a flash drive with all pertinent project data stored in systematically organized project folders.

TASK 4: TITLE, ESCROW AND CLOSING

Preliminary Title Reports. Through our subconsultant, issue preliminary title reports (PTR) with supporting documents for all parcels. Title reports produced for each parcel will, at a minimum, establish legal owners and all valid liens, encumbrances and easements of record.

PTR Review. Interwest's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, as applicable, the listed liens, encumbrances and/or mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.

TASK 5: CONDEMNATION SUPPORT (IF APPLICABLE)

It is Interwest's goal to successfully acquire every site under amicable terms, however, this is not always possible. When this situation arises, we offer our clients a detailed account of the actions and timelines and recommend condemnation. If a condemnation action is warranted, Interwest will support the City or its legal representative through the process. During this time, unless otherwise directed by the City, Interwest will continue to negotiate with the owners to reach a reasonable conclusion in order to prevent actual litigation.

Interwest's personnel are exceptionally knowledgeable concerning the federal requirements of land acquisition and we are cognizant of the state laws of California. Even if condemnation is necessary, Interwest is experienced in coordinating with Caltrans and the Federal Highway Administration (FHWA) to prepare applicable certifications, as required by Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual, and ensure that all schedules of Right of Way Certifications are met before a project proceeds to construction.

Our condemnation support services include the following tasks.

- **Providing** the City's legal counsel with a complete and documented case file.
- **Obtaining** litigation guarantees.
- **Verifying** title information and furnishing information to the City's legal counsel.
- **Preparing** the appropriate notice for the Resolution of Necessity hearing.
- **Attending** Resolution of Necessity hearings.
- **Continuing** negotiations with owners as authorized by their representatives.
- **Providing** case recommendations under acceptable administrative settlement provisions.
- **Serving** summons and complaints as requested by the City's legal counsel.
- **Providing** expert testimony.

TASK 6 RIGHT OF WAY CERTIFICATION

Interwest will coordinate with the City and Caltrans to prepare the Right of Way Certification, as required by Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual. Our process includes the following:

- **Coordination.** Coordinate with Caltrans Local Assistance or Local Programs to ensure that project requirements are underway. This includes ensuring the City has completed all necessary documents to begin the certification process, (e.g., the E-76 application for Construction/Right of Way).
- **Assembly.** Assemble the Right of Way Certification (1, 2, 3 or 3W) binder with all appropriate documentation to be provided by the City, including documentation showing possession of the necessary right of way, utility notices and agreements, relocation plans and costs, and necessary environmental clearance support.
- **Drafting.** Draft the Right of Way Certification form segmenting the different project land rights acquired along with any supporting documentation, as applicable.
- **Delivery.** Package and deliver a hard copy of the certification directly to Caltrans District Office and provide an electronic copy to the City.
- **Revisions.** Interwest will coordinate revisions between Caltrans and the City, as necessary, and work with the client to ensure that all schedules of right of way certifications are met before the project proceeds to construction.

POTENTIAL PROJECT ISSUES

Most projects will encounter external issues that can impact the right of way delivery process. Timely identification of property owner concerns related to the impacts to their property is essential for seamless project delivery. As part of Interwest's value added service, our team has assessed each parcel in order to develop a strategic action plan moving forward. Listed below is a brief summary of practical methods to address project issues.

Identifying Potential Issues and Alternative Strategies

By initiating and maintaining a right of way delivery plan and schedule, potential issues are identified early and alternative strategies are developed and implemented to adjust and modify the delivery schedule. As the Interwest team identifies problematic issues as they meet property owners, we will quickly initiate and recommend alternative strategic approaches to City staff. This will require scheduling project delivery team meetings to engage all stakeholders and delivery partners to agree to the required changes and proposed solutions.

Establishing the Scope of the Appraisal Assignment

A proper scope of the appraisal assignment is essential to project delivery. The identified parcels should be field reviewed, as well as analyzed based on the appraisal maps and legal descriptions, before preparing the scope of work. Through this process, further information is gathered and more elements are included in the scope of the appraisal assignment. This process can include considerations to include mitigation measures in the actual appraisal to reduce acquisition costs as well as addressing property owner concerns about the project.

Expediting the Right of Way Schedule

Planning and maintaining a right of way delivery schedule is the most effective way to deliver right of way in timely manner. Simple enhancements can also be made to expedite delivery, including: timely site inspections; making adjustments in the appraisal process; meeting the owners and occupants at the time of appraisal inspection; scheduling appraisals based on difficulty and long-lead assignments; and if necessary maintaining an eminent domain schedule with deliverables and target dates.

PROJECT MANAGEMENT AND APPROACH

Interwest offers exceptional project management services to ensure the successful implementation and completion of the proposed project assignment. We have assigned **Laura Menendez, Project Manager,** to provide a thorough and coordinated effort during the planning phase, the implementation of specific activities, to project completion. Throughout our working relationship, we consider ourselves to be a part of your team, equally invested in your goals and objectives and working collaboratively with your staff on a daily basis.

Approach to Providing Required Services

Interwest's approach to the City's projects will be based on our extensive knowledge of the local areas, our key personnel's years of experience and an understanding of what it takes to get a project assignment from start to finish with successful results.

Early Project Planning and Kick-off Meetings

At the beginning of any assignment, our Project Manager will meet with the City to determine project requirements and identify objectives and reporting requirements. Emphasis will be placed on reviewing the project requirements, discussing assigned tasks and deliverables and identifying critical path and the expected schedule for deliverables. During the meeting, we will also discuss the City's requirements regarding day-to-day coordination with your staff and other relevant consultants. Discussions will include progress reporting, deliverables, document preparation and file format.

Tasks and Deliverables

Interwest uses QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards for better monitoring of individual performance efficiency, timelines and cost containment strategies. We can maintain and track project budgets and agent hours to compare actual expenditures to those planned. We propose to utilize QuickBase to optimize schedule efficiencies, providing real-time updates for acquisition activities, ensure transparency in reporting to the City. We will generate reports on a biweekly basis, or as requested by City management; this includes customized progress reports for appraisal, acquisition, and if necessary eminent domain. With these reports, all stakeholders have a real-time measurement of all deliverables. These tools will enable each stakeholder the ability to identify potential issues as they occur resulting in the implementation of timely solutions.

KEY FEATURES AND BENEFITS OF QUICKBASE

FEATURES	BENEFITS
Team Collaboration and Management Efficiencies	Enhanced Communication with the City
Process and Workflow Automation	Increased Productivity
Customizable Dashboard and Reporting	Instant Access with Real-Time Updates
Daily Task Management Toolkit	Improved Accountability
Real-Time Milestone Tracking	Monitored and Secured Project Delivery
Detailed Case Tracking System	Effective Micro-Level Case Management

QUALITY CONTROL

Interwest's quality commitment guarantees that all services and deliverables will meet or exceed contract requirements and industry standards for quality and accuracy. As a checks-and-balance system, Interwest has adopted a Quality Control Program for all project management and right of way activities. Our team is anchored by John Almazán, a regulatory expert who has 29 years of experience in right of way in both the public and private sectors. He requires utilization of a management checklist for each individual file; that itemizes and prioritizes the action items necessary to complete the designated scope of work. To ensure that this quality is being met, periodic quality/accuracy checks are made by Interwest's Corporate Broker as a "second set of eyes" to the quality control procedure. Any exceptions are discussed with the project management team and promptly corrected.

PROJECT PLAN

Our work plan was developed with a clear understanding of the project, a thorough knowledge of the applicable regulatory compliance requirements, development of management and agent responsibilities, and the assignment of key right of way tasks and activities will be based on Uniform Relocation and Real Property Acquisition Policies Act (49 CFR Part 24), California Code of Civil Procedure and as applicable the Caltrans Manual. We have determined that providing professional right of way services for this project will require: project coordination and management; appraisal; title and escrow services; acquisition services; and escrow facilitation.

PROJECT ADMINISTRATION

The ability to successfully deliver the right of way as scheduled and in full regulatory compliance will depend on close collaboration among Interwest's management team, City staff and the design team. With Interwest's managers' levels of expertise and proven track record of consistently delivering similar assignments, the City will have the best chance of acquiring the required right of way without costly litigation expenses and delivery delays. Right of way professionals with an in-depth knowledge of the right of way process and related policies and procedures will be fundamental to the success of this project.

California state laws stipulate that all the acquisition agents working on his project must be licensed by the California Department of Real Estate (CalDRE). In addition, each acquisition agent must be supervised by a California-licensed real estate broker. Interwest's Kent Jorgensen will serve as the Supervising Broker on this project assignment. He is joined by experienced California-licensed acquisition agents. As Supervising Broker, Kent will be responsible for project management and the oversight of all acquisition activities.

STAFF NARRATIVES

Interwest's proposed team was selected based on their professional abilities, relevant experience in northern California, and documented delivery of assignments as directed.

Interwest offers the City a highly competent Project Manager, **Laura Menendez.** She is an expert at building rapport with property owners and different stakeholders involved in an acquisition, which makes her approachable and easy to communicate with. While exercising professionalism, efficiency and accuracy, Laura consistently yields successful results with every assignment and challenge encountered, proving her to be a valuable member of the real estate team. With 27 years of experience, Laura is a skilled negotiator, with a working knowledge of the Uniform Act, as amended, Title 49 Code of Federal Regulations (CFR) Part 24, Title VI of the Civil Rights Act (42 U.S.C. 2000d, et seq.), California Government Code Section 7267 et seq., and the California Code of Civil Procedure.

Calatrans Expert, **John Almazán,** has over 31 years of experience **including 15 years with Caltrans** at both the District level and their Headquarters. He has successfully worked with the City on past projects. He correctly interprets appropriate laws, rules, regulations and policies to ensure legal compliance. In addition, John has extensive property acquisition and appraisal experience for state and local agency transportation projects completed under the Uniform Act. John is an unparalleled proven professional, with an understanding of the relevant support services needed to successfully complete this project on a timely basis. John is a California licensed Real Estate Broker with over 20 years supervising staff and their assignments on public transportation related projects.

Acquisition Agent **Lisa Cass** would also be assigned to this project, and is a very talented right of way field agent and has an extensive knowledge of the right of way acquisition process and experience in providing services on similar projects in accordance with all statutory and regulatory requirements, including, but not limited to: the Uniform Act, as amended, and the California Code of Civil Procedure. Lisa has more than 18 years of experience in the right of way and escrow fields, and is known for her ability to relate to all stakeholders.

SUBCONSULTANT NARRATIVES

Johnson Valuation Group, Ltd., is based in Zephyr Cove, Nevada, and provides real estate appraisal and consulting services to both the public and private sectors. The firm's primary geographic service territory encompasses the Lake Tahoe Basin, Truckee and the Carson Valley. The firm's general practice ranges from small undeveloped lots and environmentally sensitive properties to hotel-casinos and mountain resorts.

The principals and staff of JVG have provided extensive appraisal and consulting services to numerous public and governmental agencies, including the Nevada and California Attorney General Offices, the Internal Revenue Service (IRS), the State of Nevada, the State of California, the Tahoe Regional Planning Agency (TRPA), the **City of South Lake Tahoe**, Douglas County, Carson City, City of Reno, the Town of Minden, Placer County, and the Nevada and California Departments of Transportation. In the private sector, JVG is often called upon by banks, developers, private-property owners, attorneys, accountants, and others to provide valuations or consult on a variety of issues.

Santolucito Doré Group, Inc. specializes in real estate appraisal services for public agencies, delivering tailored solutions to meet client needs. Their appraisal services always meet or exceed USPAP and, when required, USFLA requirements. The majority of Santolucito Doré's real estate and right of way experience has been performed per the requirements of the Uniform Act and under the oversight of various government entities, including Caltrans and the FHWA. They have an intimate knowledge of appraisal related portions of the Code of Federal Regulations, Code of Civil Procedure, and Title VI. As such, Santolucito Doré has extensive experience in ensuring compliance with state, federal and local public agency requirements for timely project delivery. **The Santolucito Doré Group worked on an extensive rent study in the Lake Tahoe area, and are very familiar with the market and area. They are also a Caltrans certified DBE.**

Placer Title has been in business for over 40 years because they take care of their customers and the California communities they live and work in. They are the industry leaders and caring professionals that their customers trust to know about land titles.

RESPONSIBILITY MATRIX

KENT JORGENSEN	LAURA MENENDEZ	JOHN ALMAZAN
SUPERVISING BROKER	**PROJECT MANAGER**	**CALTRANS QUALITY CONTROL**
31 years of proven success managing and delivering projects	27 years of real estate and right of way experience	31 years of experience delivering public sector projects including 15 years with Caltrans
RESPONSIBILITIES	**RESPONSIBILITIES**	**RESPONSIBILITIES**
• Project management oversight of personnel and task managers • Ensure that all right of way services are provided seamlessly • Prioritize assignments based on level of difficulty and delivery schedule and sub-prioritize assignments based on difficulty • Review and initial all Purchase Contracts and Acquisition Settlement Agreements and outline specific conditions and terms to protect the City and the delivery of the project	• Work with the City and each of its members in meeting their objectives • Ensure deliverables are met and funding is secured • Represent Interwest at meetings as directed by the City • Perform field reviews prior to assigning appraisals • Quality review appraisal reports • Prepare and submit timely progress reports • Provide recommendations to the City and Supervising Broker to meet deliverables • Monitor and update project schedules • Implement strategic steps to meet goals and timelines	• Prepare documentation for submission to Caltrans to obtain certification • Provide quality assurance/ quality control • Ensure compliance with all regulatory requirements • Conduct research and analyses to support the goals and objectives of the project • Prepare and deliver written quality control reports for cases • Provide an audit-proof file closure process and finalize work product in preparation of file closure

SPECIAL ACQUISITION PROCESSES

- The acquisition agent attends the appraisal inspection early to establish a dialogue with the owner.
- As approved by the City, we will include a possession clause in each right of way contract, so that possession can be obtained prior to the close of escrow.
- We will diligently work with the title company's escrow officer to expedite closing. This procedure ensures both accuracy and timeliness associated with closing escrow.
- The acquisition agent obtains escrow documents at the time of contract signing.

RIGHT OF WAY TASKS AND DELIVERABLES

Interwest's innovative and qualified staff have identified specific action steps, deliverables and the responsible person to provide the City consistent and successful right of way services. The chart below can be utilized by the City as a quick reference to the critical action steps and contact person with the highest level of expertise as it relates to meeting the deliverable.

TASK NO. 1: PROJECT COORDINATION AND MANAGEMENT		
KEY ACTION STEPS	DELIVERABLES	RESPONSIBLE PERSON
Meetings and Conference Calls	Strategize, as necessary, with the City and stakeholders to accelerate project delivery. Deliverables will include Interwest's distribution of meeting notes to all attendees.	Laura Menendez
Project Reporting	Status reports and applicable milestone information entered into QuickBase. The City will have real-time, secured, password-protected online access.	Laura Menendez
Public Meetings	Interwest will attend public meetings with City staff and City Council on the acquisition processes.	Laura Menendez
Scheduling	Interwest will update an MS Project Schedule monthly for each milestone as it relates to right of way services. Each critical action item will be discussed at meetings to ensure parcels are delivered as scheduled.	Kent Jorgensen
Quality Control	Case files will include a detailed checklist for each action item to be performed to file closure. Interwest's quality control process exceeds Caltrans standards.	Laura Menendez
Data Management	City and authorized team members have direct online access to QuickBase team sites.	Lisa Cass

TASK NO. 2: APPRAISAL		
KEY ACTION STEPS	DELIVERABLES	RESPONSIBLE PERSON
Manage Appraisers and Delegate Work Assignments	Primary appraisals will be assigned under similar data set groups with an emphasis on the ability to delivery reports in 45 to 60 calendar days.	Laura Menendez
Prepare Primary Appraisals in Accordance with USPAP standard	Assignments will be delegated based on the property category and consistency of data sets. Appraisers will also complete the Summary of Just Compensation to be included in the first written offer.	Ben Johnson Appraiser
Review Appraisals	A subconsultant will be completing review appraisals in accordance with federal guidelines to ensure compliance if federal funds are utilized.	Christie Santolucito Review Appraiser
Waiver Valuations	Waiver Valuations to be completed in accorance with Caltrans manual.	Laura Menendez or Kent Jorgensen

TASK NO. 3: ACQUISITION		
KEY ACTION STEPS	DELIVERABLES	RESPONSIBLE PERSON
Form Development	During the appraisal process, Interwest will prepare and submit all documents associated with providing acquisition services for City approval.	Laura Menendez
Offer Package	A regulator state compliant offer package will be delivered to the City for approval within two days of establishment of just compensation.	Laura Menendez
Detailed Case-File Diaries	Detailed notes will be added to case-file diaries when meetings, contacts and action steps are performed. Diaries will be available online via QuickBase.	Laura Menendez Lisa Cass
Negotiation Process	Interwest acquisition agents are trained in appraisal, offer presentation and negotiation strategies, with a goal of obtaining a signed contract within 30 calendar days of the first written offer.	Laura Menendez Lisa Cass
Administrative Settlements	With an accelerated schedule, where appropriate, Interwest will utilize the administrative settlement process as approved by City. A detailed summary sheet will be sent to the City in a timely manner.	Laura Menendez
Monitoring Escrow	Upon acceptance of execution of the contract, Interwest will open escrow and expedite closing the transaction and/or obtaining possession to allow construction.	Laura Menendez Lisa Cass
Meetings	Interwest's acquisition team will meet as a group on a weekly basis to discuss cases and solve open issues to accelerate the process. Meeting notes can be sent to the City.	Laura Menendez Lisa Cass
Close-Out Case File	A Quality Control Checklist will be completed as the case progresses. An audit review process sheet will be completed and delivered to the City at project close.	Laura Menendez Lisa Cass

TASK NO. 4: PROJECT REPORTING AND DATA MANAGEMENT		
KEY ACTION STEPS	DELIVERABLES	RESPONSIBLE PERSON
Maintain MS Project Schedule (ROW)	Track and update a detailed acquisition schedule for all right of way and real estate tasks on a regular basis, comparing milestones and update with current activities.	Kent Jorgensen
Milestone Delivery Reports	Monitor and report to the City specific tasks and milestones to maintain transparency throughout right of way delivery.	Laura Menendez
Records Management	Utilize an internal records management system through QuickBase to track budgets, optimize schedule efficiencies and provide the real-time status of acquisitions.	Lisa Cass

TASK NO. 5: RIGHT OF WAY CERTIFICATION		
KEY ACTION STEPS	DELIVERABLES	RESPONSIBLE PERSON
Right of Way Certification	Interwest will coordinate with the City and Caltrans to prepare the Right of Way Certification, as required by Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual.	John Almazán

PROJECT TEAM

We understand that, ultimately, the success and timely completion of this project will depend on the selection of a right of way team with: knowledge of the project area; demonstrated and documented experience on similar projects; unsurpassed technical expertise; unparalleled understanding of implementing practical solutions; and an immaculate record of performance. Below is the organizational chart for the proposed staff for your project:

ORGANIZATIONAL CHART

INTERWEST

Kent Jorgensen
Corporate Broker

Laura Menendez
Project Manager

John F. Almazán
Caltrans Quality Control

Lisa Cass
Acquisition Agent

SUBCONSULTANTS

PRIMARY APPRAISAL

Benjamin Q. Johnson
Johnson Valuation Group

REVIEW APPRAISAL

Christie Santolucito
SD Group Inc.

TITLE AND ESCROW

Lila Rohrich
Placer Title

KEY PERSONNEL RESUMES

LAURA MENENDEZ / PROJECT MANAGER

Laura has more than 27 years of experience in the right of way, real estate and accounting industries. She specializes in property negotiations for right of way acquisitions, ensuring that property owners understand the agency's project while gaining support and acceptance of the public improvement. Laura also provides relocation assistance and advisory services to persons displaced by public projects. She also retains appraisers and performs title and escrow coordination and works closely with engineering design teams, executive staff and legal counsel to meet the needs of both the property owner and the agency. Laura is highly knowledgeable of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, Title 49 Code of Federal Regulations (CFR) Part 24, Title VI of the Civil Rights Act (42 U.S.C. 2000d, et seq.), California Government Code Section 7267 et seq., California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060, California Housing and Community Development Title 25, and the Caltrans Right of Way Manual. In addition, Laura is highly skilled in completing the required approval processes and operating standard software applications.

27

YEARS OF REAL ESTATE EXPERIENCE

REGULATORY COMPLIANCE EXPERT

EDUCATION, LICENSES AND CERTIFICATIONS	PROFESSIONAL AFFILIATIONS
Bachelor's Degree, Business Economics and Accounting, University of California, Santa Barbara	Member, IRWA
CalDRE Salesperson License, No. 01335919	
Notary Public, California, No. 2283607	

EXPERIENCE WORKING WITH LOCAL COMMUNITIES

SR-99 Corridor Bikeway (Phase 4) Project | City of Chico
Laura provided negotiation and acquisition services for property rights for a bike trail adjacent to SR-99. A handful of owners were skeptical of the project, which necessitated numerous meetings with Interwest, City personnel and property owners. Laura demonstrated compassion and listened to the owners' concerns (security and necessary high visibility of their business), she methodically addressed each concern with the City and owners (requiring minor changes in design), and successfully completed negotiations. This project required Caltrans certification.

El Dorado Beach/Ski Run Blvd. Bicycle Trail Project | City of South Lake Tahoe
This construction project consisted of an approximately one-mile long Class 1 bike path on the north side of U.S. Highway 50 between El Dorado Beach and Ski Run Boulevard. Laura was responsible for delivering 13 partial acquisitions and 3 permissions to enter.

SKILLED NEGOTIATOR AND MEDIATOR

SR-99/Eaton Road Interchange Project | City of Chico
The Eaton Road Interchange Project involves construction of a modern five-leg roundabout at the intersection of the northbound on- and off-ramps of SR-99 and Eaton Road. The project is on an accelerated schedule due to congestion and traffic safety concerns resulting from the Camp Fire in Butte County. Laura is providing acquisition, appraisal coordination, escrow coordination and Caltrans Right of Way Certification support for the City.

Relocation and Property Acquisition Services | City of Elk Grove
As a part of Interwest's on-call contract with the City, Laura prepares draft relocation impact reports, provides relocation assistance for displacees of the City of Elk Grove, and assists the City in locating, negotiating and closing escrow on residential properties intended for homeless transitional housing.

Sycamore Trail Phase II and III Extension Project | City of West Sacramento
Laura is providing right of way services to the City of West Sacramento to acquire property rights necessary to extend an existing bike trail and construct a Class I Bikeway and pedestrian overcrossing over U.S. Highway 50. In addition to providing acquisition services, she is collaborating with Caltrans and the City to complete the Right of Way Certification.

JOHN F. ALMAZÁN / CALTRANS QUALITY CONTROL

31

YEARS OF RIGHT OF WAY EXPERIENCE

CALTRANS EXPERT

REGULATORY COMPLIANCE EXPERT

EXPERIENCE WORKING WITH LOCAL COMMUNITIES

QUALITY CONTROL AND ASSURANCE EXPERT

John Almazán has provided real estate services to public agencies for more than 31 years, working primarily on highway and road projects. He has numerous years of experience working for various agencies, including Caltrans, where he worked for more than 15 years at both the district and headquarters levels. John manages all right of way activities, soliciting, hiring and administering contracts for subconsultants, including: directing work efforts of consultants; initiating eminent domain actions; title and escrow coordination; reviewing construction plans; appraisal reports; and developing project schedules, charts and budgets. He is a highly skilled negotiator, with a working knowledge of the Uniform Act, as amended, Title 49 Code of Federal Regulations (CFR) Part 24, Title VI of the Civil Rights Act (42 U.S.C. 2000d, et seq.), California Government Code Section 7267 et seq., California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060, California Housing and Community Development Title 25, and the Caltrans Right of Way Manual.

EDUCATION, LICENSES AND CERTIFICATIONS	PROFESSIONAL AFFILIATIONS
Bachelor's Degree, Business Administration and Real Estate, California State University, Sacramento	Member, IRWA, Chapter 27
CalDRE Broker License, No. 01104860	

SR-99/Twin Cities Road Interchange Improvement Project | City of Galt
John provided real estate acquisition services to the City of Galt for the SR-99/Twin Cities Road Interchange Improvement Project. He negotiated and acquired seven properties for this project, including: six residential and commercial partial acquisitions and one permission to enter and construct. The City constructed two roundabouts on each side of SR-99 along Twin Cities Road. John also assisted in the preparation of the right of way certification for Caltrans.

Harney Lane/UPRR Grade Separation Project | City of Lodi
The City of Lodi constructed an overcrossing over the Union Pacific Railroad tracks along Harney Lane. John provided real estate project management and acquisition services to the City, including managing the project delivery schedule and project budget. He negotiated and acquired nine acquisitions for this project: two residential and seven commercial partial acquisitions. John also assisted in the preparation of the right of way certification for Caltrans.

El Dorado Beach/Ski Run Blvd. Bicycle Trail Project | City of South Lake Tahoe
This construction project consisted of an approximately one-mile long Class 1 bike path on the north side of U.S. Highway 50 between El Dorado Beach and Ski Run Boulevard. As a senior acquisition agent, John was responsible for the supervision of the District 3 Caltrans oversight, project certification and delivering 13 partial acquisitions and 3 permissions to enter.

SR-49/Main Street Intersection Improvement Project | City of Plymouth
John provided full-service real estate acquisition services to the City, which involved constructing a roundabout at the intersection of State Route 49 and Main Street. This project involved seven partial acquisitions. Some unique challenges included commercial acquisitions involving a bank and a complex residential acquisition. John played a key role in managing the right of way acquisition process. He also managed the appraisal efforts and collaborated with the Right of Way Local Programs Coordinator at Caltrans during right of way activities and right of way certification.

Avenue 416/Road 80 Intersection Project | County of Tulare
John negotiated and completed 15 acquisitions for this project, including: seven residential full acquisitions and eight commercial partial acquisitions. The County improved the intersection by constructing designated right-turn lanes. Close coordination with Caltrans was necessary to certify this project and, due to John's extensive Caltrans background, he met a very aggressive schedule.

LISA CASS / ACQUISITION AGENT

Lisa has over 18 years of experience in the real estate and right of way industries. She is currently working on land acquisition and right of way for public agencies and utility companies. Lisa understands and implements the regulations and procedures related to public land acquisition and right of way services. She is an expert at building rapport with property owners and stakeholders involved in an acquisition, which makes her approachable and easy to communicate with. While exercising professionalism, efficiency and accuracy, Lisa consistently yields successful results with every assignment and challenge encountered, proving her to be a valuable member of the real estate team.

18

YEARS OF REAL ESTATE EXPERIENCE

EDUCATION, LICENSES AND CERTIFICATIONS	PROFESSIONAL AFFILIATIONS
Bachelor's Degree, Economics - UCLA	Member, IRWA
Teaching Certificate, National University, Sacramento	
CalDRE Salesperson License No. 01481618	
Notary Public, California	

EXPERIENCE WORKING WITH LOCAL COMMUNITIES

River Fire Project | PG&E

Interwest is providing real estate acquisition services for the River Fire Project. Lisa is working on 9 cases in which she is responsible for obtaining Right of Entry to allow timely construction of new improvements followed by negotiating and acquiring permanent easements as required by PG&E.

North Complex Fire Rebuild Project | PG&E

PG&E's Land Acquisition Department selected Interwest to provide support on their North Complex Fire Rebuild Project. PG&E is rebuilding portions of its electric and gas infrastructure. In some cases, PG&E cannot install in franchise or PEU areas and easements on private property are required in the Butte County and Berry Creek areas. Lisa is assisting by negotiating and obtaining permanent land right on 33 parcels.

SKILLED NEGOTIATOR AND MEDIATOR

Butte County Rebuild Project | PG&E

In 2018, the Camp Fire destroyed 18,000 structures in the Town of Paradise and the surrounding area in Butte County, California. Interwest is providing right of way and real estate services to assist PG&E to rebuild and/or improve their infrastructure in these areas so that property owners can rebuild and return to the area. Lisa is currently working with approximately 50 property owners to obtain temporary and permanent easement rights. She shows empathy and compassion in her communications with these owners and is an great contributor to the Interwest team.

General Services | PG&E

Lisa is working on various projects under PG&Es General Services contract to obtain Temporary Constructon Easements, Easement Modifications, Rights of Entry, and permanent Easements.

STATEMENT OF QUALIFICATIONS

COMPANY BACKGROUND

Interwest was founded in 2002 by individuals with a passion for serving municipalities. We currently employ more than 400 employees who serve in a multitude of capacities within public works and real estate departments throughout California.

In total, Interwest serves more than 235 cities, counties and state agencies. Further, our staff has held senior and executive management positions within a number of California cities; their positions have included City Engineer, City Manager, Public Works Director, Traffic Engineer, Right of Way and Real Estate Program Manager and other well-seasoned management personnel. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. Our team values the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We furnish both technical excellence and a thorough understanding of the regulatory process. Interwest focuses on the interests of our clients and understands the importance of positively representing our clients to their constituents.

FULL SERVICE OFFERING

- Right of Way and Real Estate
- Building Safety
- Capital Projects
- City Engineering
- Construction Management
- Development Services
- Land Development Design
- Traffic Engineering and Transportation Planning
- Transportation Design
- Transportation Programming
- Planning and Urban Design

RIGHT OF WAY AND REAL ESTATE EXPERTISE

At Interwest, we offer unique, innovative and cost-effective solutions to the toughest right of way projects. We provide comprehensive right of way acquisition and relocation services to counties, cities and similar agencies within the local area, including, but not limited to:

- Project management
- Title and escrow services
- Right of way engineering
- Environmental support
- Appraisal services
- Right of way acquisition
- Community outreach
- Relocation plans
- Relocation assistance
- Tenant property acquisition
- Property management
- Cost studies / Data sheets
- Utility relocation coordination
- Demolition coordination

INTERWEST PROFILE

NUMBER OF OFFICES
10

EMPLOYEES
400

OFFICE LOCATIONS

California:
Elk Grove
Fremont
Fresno
Irvine
Ontario
Perris
Roseville
San Diego

Nevada:
Las Vegas

Colorado:
Loveland

YEAR FOUNDED
2002

CORPORATION
S Corp

+21 *Average Number of Years Experience*

+235 *Local Agency Contracts*

+320 *Right of Way Projects in 20 Years*

RELEVANT EXPERIENCE

Interwest brings nearly two decades of providing right of way services to a number of California municipalities and we have a strong history of acquiring property for projects of similar scope and complexity as described in the City's RFP. Together, our industry-leading right of way professionals have an average of 20 years of experience delivering right of way services to the public sector. Additionally, due to their years of experience, our acquisition agents exercise sensitivity, fairness and respect to property owners throughout the right of way process. Our exclusive ability to follow procedure and ensure quality without curbing progress is unrivaled. The chart below highlight's Interwest's experience on projects with the scope of services requested by the City.

RECORD OF PERFORMANCE

Our specific experience demonstrates Interwest's ability to effectively staff tasks to keep a project on time and within budget. This expertise will serve as a great contributer to the City's success in the right of way portions of this project. This table, outlining Interwest's experience, identifies transferable project characteristics that specifically relate to the City's request.

	NUMBER OF CASES	CALTRANS	FEDERALLY FUNDED	APPRAISAL	REVIEW APPRAISAL	ACQUISITION	ESCROW COORDINATION	RELOCATION	UTILITY COORDINATION	RIGHT OF WAY CERTIFICATION
El Dorado Beach/Ski Run Bike Trail | City of South Lake Tahoe	**13**	•	•	•	•	•	•			•
Lake Tahoe Boulevard Bike Trail | City of South Lake Tahoe	**6**	•	•	•	•	•	•			•
SR-99/Twin Cities Road Interchange Project | City of Galt	9	•		•	•	•	•	•		•
SR-132 West Freeway/Expressway Project | City of Modesto	59	•	•	•	•	•	•	•	•	•
Harney Lane UPRR/Grade Separation Project | City of Lodi	8	•	•	•	•	•	•		•	•
East D Street Connection Project | City of Oakdale	1			•		•	•			
Oakdale Road/Morrill Road Intersection | City of Riverbank	3	•	•	•	•	•	•			•
Shaw Avenue Widening | City of Clovis	40			•		•	•			
Leonard Avenue Bridge Replacement Project | City of Clovis	2			•		•	•		•	
Little Chico Creek Bike Path Project | City of Chico	2	•	•				•	•		
11th Street/E Tracy Bridge Replacement Project | City of Tracy	5	•	•	•	•	•	•			•
Kings Beach Commercial Core Improvements | County of Placer	17	•	•			•	•	•		•
Roseville Road Improvement Project | City of Roseville	40	•	•	•	•	•	•		•	•
SR-49/Main Street Intersection Improvements | City of Plymouth	7	•	•	•	•	•	•			•
Highway 101 HOV Lane Rehabilitation | City of Santa Barbara	8	•	•	•	•	•	•			
Philadelphia Avenue/Cypress Street Widening | City of Ontario	5	•	•	•	•	•	•			•
South Side of La Palma Ave. Sidewalk Project | City of Anaheim	6	•	•	•	•	•	•	•		•
SR-57/Lambert Road Interchange Project | City of Brea	4	•	•	•	•	•	•	•		•
Ranchero Road/I-15 Interchange Project | City of Hesperia	11	•	•	•	•	•	•		•	•
Highway 111/Frank Sinatra Dr. Project | City of Rancho Mirage	6	•	•	•	•	•	•			

CITY OF SOUTH LAKE TAHOE

El Dorado Beach / Ski Run Boulevard Bike Trail Project

The El Dorado Beach to Ski Run Bike Trail project included construction of an approximately 1-mile long Class 1 bike path on the north side of U.S. Highway 50 between El Dorado Beach and Ski Run Boulevard.

The project area was located along a corridor of various commercial uses (i.e. hotels, shopping, restaurants), most with lake front access. Interwest was tasked to acquire nine trail easements, one 99-year agreement, and two permits to enter in support of the Project.

This Off-System project involved Caltrans District 3 Marysville oversight including Project Certification.

CITY OF CITRUS HEIGHTS

Sunrise Boulevard Complete Streets Improvements Project (Phase 2A)

Interwest recently provided real estate services to the City of Citrus Heights in support of Phase 2 A of the Sunrise Boulevard Complete Streets Improvements Project, which is funded by the Highway Safety Improvement Program (HSIP) grant. This project improved pedestrian and bicycle safety along one of the busiest corridors in Citrus Heights. Specifically, the improvements included curb, gutter, sidewalk, bike lanes and safety lights.

In total, the project required the partial acquisition of temporary and permanent rights from 11 private property owners along the west side of Sunrise Boulevard, between Woodmore Oaks Drive and Sayonara Drive. Interwest's team included Project Manager John Almazán, provided acquisition/negotiation services and title/escrow coordination. Interwest also provided valuation services and completed five waiver valuations in-house for the required temporary construction easements. Caltrans oversight and right of way certification were also required and handled by John Almazán.

To ensure successful delivery of the required right of way, Interwest ensured open and continuous communication with all owners and promptly addressed requests and concerns to the City and design engineer. Our team relied on face-to-face, on-site meetings with the property owners, designated right of way agent, design engineer and appraiser. This approach helped our personnel identify concerns early to allow time for the City to provide appropriate solutions.

COUNTY OF PLACER
Alpine Meadows Road Bridge Replacement Project

Interwest was involved in negotiating and acquiring two temporary construction easements from privately-owned commercial properties—a restaurant and an office building. The partial acquisitions were necessary to construct a temporary bridge just north of the new bridge construction at the intersection of Alpine Meadows Road and State Route 89. This project involved oversight and right of way certification by Caltrans Marysville District 3.

Interwest provided Real Estate Project Management, Project Initiation, Planning and Coordination, and Acquisition services to acquire the two partial acquisitions. All property rights were secured by mutual, amicable negotiations. The Interwest team worked hand in hand with the County of Placer staff.

COUNTY OF PLACER
Kings Beach Commercial Core Improvements Project

The Kings Beach Commercial Core Improvements Project runs along State Route 28 (SR-28) beginning at the intersection of SR-28 and SR-267 and extends to the east of the intersection for approximately one mile. This project modified SR-28 from a four-lane roadway to a three-lane roadway, and provided a single 5-foot bike lane in each direction, in addition to curbs, gutters and sidewalks along the entire corridor within the project limits. Two roundabouts were created at two intersections to improve vehicle circulation and safety.

This project involved Caltrans oversight and required 14 partial acquisitions, one full acquisition, and one residential and one business relocation. In addition, approximately 80 permits to enter and construct were required to be obtained from property owners for the construction of curbs, gutters, and sidewalks. The Interwest team worked hand in hand with County of Placer's staff to successfully negotiate property rights and obtain Permits to Enter.

Key Challenges

- Eliminated or created shared driveways
- Loss of, or impacted, customer parking spaces
- Eliminated or reduced planter areas
- Business sign relocations

Innovative Solutions

- Open and continuous communication with owners and business tenants
- Face-to-face meetings with owners.
- Promoted shared/eliminated driveway concept design to owners

CITY OF SOUTH LAKE TAHOE
A1 Tahoe Safety and Mobility Project (as a sub to Cardno Inc.)

Interwest provided acquisition services for a permanent easement and temporary construction easement for one commercial property owner. Our team also obtained Permits to Enter and Construct (PTE) from three commercial property owners and one PTE from the U.S. Postal Service to conform driveways to the newly constructed project.

Interwest prepared the Certification consistent with Chapter 13 of the Caltrans LAPM involving off-state highway system. Interwest, working with Cardno and the City, also prepared a ROW Certification summarizing the status of all ROW matters pertaining to the Project.

CITY OF CHICO

SR-99 Corridor Bikeway (Phase 4) Project

The City of Chico's SR-99 Corridor Bikeway Project will improve bicycle safety by constructing Phase 4 of the trail that parallels the SR-99 corridor from the southern city limits to the northern city limits. This project will close the bikeway gap along the east side of the SR-99 corridor from Business Lane to Skyway and provide a connection north to the 20th Street commercial area and south to the Butte College Chico Center. The project design considers public safety and visibility of adjacent businesses and includes asphalt pavement, aggregate base shoulders, low retaining walls, security and architectural fencing, pathway lighting, signage, and drainage improvements.

This project involved Caltrans oversight and Interwest delivered the right of way certification. Throughout project delivery, our team fielded concerns and challenges from the owners of a large car dealership. Major areas of concern for certain owners included a proposed see-through fence, lighting and landscaping. We facilitated a number of meetings between owners and City representatives. Overall Interwest professionals worked closely with the City to provide right of way project management and coordination, appraisal, review appraisal, acquisition and negotiation, escrow coordination and Caltrans District 3 right of way certification.

CITY OF ROSEVILLE

Roseville Road Improvement Project

The Interwest real estate team provided full real estate services to the City of Roseville in support of the Roseville Road Improvement Project, which improved and realigned Roseville Road from the Sacramento County line to northeast of Commerce Drive and Cirby Way. Acquisition services included negotiating to purchase the necessary real property interests from Union Pacific Railroad (UPRR) and several private properties. Interwest managed the right of way process, including securing subconsultants for appraisal and appraisal review, acquisition/negotiation services, escrow coordination, and right of way certification, including coordination with Caltrans District 3.

This project impacted more than 40 parcels owned by four private ownership groups and the UPRR. The negotiation process for the partial acquisitions required extensive coordination as two of the private ownership groups consisted of multiple individuals who resided in various locations throughout northern California. Extensive coordination with UPRR was also initiated early in order to acquire various fee and easement rights involving 24 parcels in a timely manner. Frequent communications and tracking tools were used to ensure that the acquisitions were finalized on schedule.

REFERENCES

Stan Hill, PE, Engineering Manager

City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150
(530) 542-6039
SHill@cityofslt.us

Michelle Sheidenberger, City Attorney

City of Roseville
311 Vernon Street
Roseville, CA 95678
(916) 774-5325
MSheidenberger@roseville.ca.us

Jamie Guillen, Principal Right of Way Agent

Pacific Gas & Electric Company
1850 Gateway Blvd., 7042B
Concord, CA 94520
(925) 459-2185
J8Gg@pge.com

SCHEDULE FOR COMPLETION OF WORK

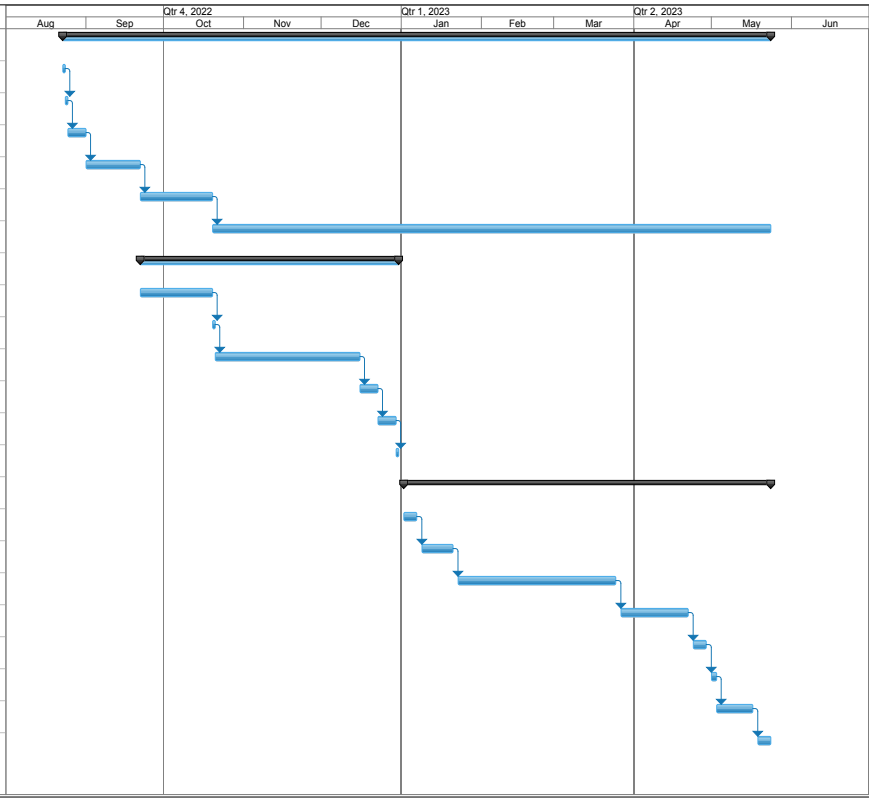
Interwest's Corporate Broker has prepared a project schedule for the initial kick-off meeting. This initial schedule of specific tasks, including start and end dates, will be presented to City staff for review and recommendation. Our team will continue to monitor milestone progress and make recommendations as necessary with the ultimate goal of keeping a project on schedule. Additionally, when modifications are made to specific tasks, including their expected completion, the effect of those changes will become instantly visible through the software's graphical presentation of each task.

TIMELINE FOR RIGHT OF WAY TASKS

The following schedule serves as an initial representation of the projected right of way timeline. This schedule will be refined as needed as to inform all stakeholders of the anticipated right of way delivery date.

City of South Lake Tahoe
Pioneer Trail Pedestrian Imrovment Project
RIGHT OF WAY SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Project Management**	**196 days**	**Tue 8/23/22**	**Tue 5/23/23**
2	Award Contract and Issue NTP	1 day	Tue 8/23/22	Tue 8/23/22
3	Kick-Off Meeting	1 day	Wed 8/24/22	Wed 8/24/22
4	Obtain Preliminary Title Reports	5 days	Thu 8/25/22	Wed 8/31/22
5	Prepare Project Delivery Plan	15 days	Thu 9/1/22	Wed 9/21/22
6	Submit Template Offer Package for Approval	20 days	Thu 9/22/22	Wed 10/19/22
7	Attend Project Delivery Meetings	154 days	Thu 10/20/22	Tue 5/23/23
8	**Appraisal Management**	**72 days**	**Thu 9/22/22**	**Fri 12/30/22**
9	Review Legal Descriptions and Plat Maps	20 days	Thu 9/22/22	Wed 10/19/22
10	Send Notice of Decision to Appraise Letters	1 day	Thu 10/20/22	Thu 10/20/22
11	Prepare Draft Appraisal and Waiver Valuations	40 days	Fri 10/21/22	Thu 12/15/22
12	Quality Control Review of Appraisal Reports	5 days	Fri 12/16/22	Thu 12/22/22
13	Obtain Final Appraisal and Summary of Value	5 days	Fri 12/23/22	Thu 12/29/22
14	Approve DJC and Authorize Making Offers	1 day	Fri 12/30/22	Fri 12/30/22
15	**Right of Way Acquisition & ROW Certification**	**102 days**	**Mon 1/2/23**	**Tue 5/23/23**
16	Prepare Offer Packages	5 days	Mon 1/2/23	Fri 1/6/23
17	Present Offer Packages	10 days	Mon 1/9/23	Fri 1/20/23
18	Negotiation Process	45 days	Mon 1/23/23	Fri 3/24/23
19	Escrow and Closing	20 days	Mon 3/27/23	Fri 4/21/23
20	Prepare Draft ROW Certification	5 days	Mon 4/24/23	Fri 4/28/23
21	Submit Draft ROW Cert to Caltrans	2 days	Mon 5/1/23	Tue 5/2/23
22	Review By Caltrans	10 days	Wed 5/3/23	Tue 5/16/23
23	Make Revision and Submit Final ROW Certification Package	3 days	Fri 5/19/23	Tue 5/23/23



Date: Wed 6/29/22

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Progress | Deadline

Page 21

CITY TO PROVIDE

- Final legal descriptions and plat maps
- Timely reviews of draft acquisition documents
- Timely approvals of Just Compensation

INTERWEST AND SUBCONSULTANTS TO PROVIDE

- Project management
- Ten preliminary title reports (1 acquisition, 9 TCEs)
- One Appraisal; nine Waiver Valuations
- Review appraisal
- Acquisition and negotiation
- Escrow and closing services

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of South Lake Tahoe
2. Contract DBE Goal: 0%
3. Project Description: Right of Way Acquisition Services in support of the Pioneer Trail Pedestrian Improvement Project Phase II
4. Project Location: On Pioneer Trail between Ski Run Blvd and Larch Ave
5. Consultant's Name: Interwest Consulting Group, Inc.
6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Review Appraisals	43345	Santolucito Dore Group, Inc. 31600 Railroad Canyon Rd., Ste. 100-L Canyon Lake, CA 92587	
	$ 0.00		
	0.00%		

Local Agency to Complete this Section

17. Local Agency Contract Number: 2018-30150024-ROW
18. Federal-Aid Project Number: STPL-5398(014)

Consultant's Ranking after Evaluation: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

21. Local Agency Representative's Signature
22. Date
Randy Carlson
(530) 542-6033
23. Local Agency Representative's Name
24. Phone
Associate Civil Engineer
25. Local Agency Representative's Title

11. TOTAL CLAIMED DBE PARTICIPATION %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

Kent Jorgensen
12. Preparer's Signature
6/27/2022
13. Date
Kent Jorgensen
14. Preparer's Name
(949) 870-5401
15. Phone
Director of Real Estate Services
16. Preparer's Title

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

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of South Lake Tahoe
2. Contract DBE Goal: 0%
3. Project Description: Right of Way Acquisition Services in support of the Pioneer Trail Pedestrian Improvement Project
4. Project Location: On Pioneer Trail between Ski Run Blvd and Larch Ave
5. Consultant's Name: Interwest Consulting Group, Inc.
6. Prime Certified DBE: ☐
7. Total Contract Award Amount: TBD
8. Total Dollar Amount for **ALL** Subconsultants: TBD
9. Total Number of **ALL** Subconsultants: TBD

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Review Appraisals	43345	Santolucito Dore Group, Inc. 31600 Railroad Canyon Rd., Ste. 100-L Canyon Lake, CA 92587	TBD

Local Agency to Complete this Section

20. Local Agency Contract Number: 2018-30150024-ROW
21. Federal-Aid Project Number: STPL-5398(014)
22. Contract Execution Date:

14. TOTAL CLAIMED DBE PARTICIPATION: $ TBD — TBD %

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative's Signature
24. Date
25. Local Agency Representative's Name: Randy Carlson
26. Phone: (530) 542-6033
27. Local Agency Representative's Title: Associate Civil Engineer

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

15. Preparer's Signature: Kent Jorgensen
16. Date: 6/27/2022
17. Preparer's Name: Kent Jorgensen
18. Phone: (949) 870-5401
19. Preparer's Title: Director of Real Estate Services

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

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

- [A] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. Status of Federal Action:

- [ ] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

3. Report Type:

- [A] a. initial
- [ ] b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

[X] Prime [ ] Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ [ ] actual [ ] planned

13. Form of Payment (check all that apply): N/A

- [ ] a. cash
- [ ] b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

N/A

- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e deferred
- [ ] f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes [ ] No [X]

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Kent Jorgensen

Print Name: Kent Jorgensen

Title: Director of Real Estate Services

Telephone No.: (949) 870-5401 Date: 6/27/2022

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Federal Use Only:

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

- [x] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

NONE

2. Status of Federal Action:

- [ ] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

3. Report Type:

- [ ] a. initial
- [ ] b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

[ ] Prime [ ] Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ NONE [ ] actual [ ] planned

13. Form of Payment (check all that apply):

- [ ] a. cash
- [ ] b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e deferred
- [ ] f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes [ ] No [x]

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: CSantolucito

Print Name: Christine S. Santolucito

Title: President

Telephone No.: 951-225-3500 ext. 101 Date: 06/28/2022

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Standard Form - LLL

Federal Use Only:

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

- [x] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. Status of Federal Action:

- [x] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

3. Report Type:

- [x] a. initial
- [ ] b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

[ ] Prime [x] Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

None

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ None [ ] actual [ ] planned

13. Form of Payment (check all that apply):

- [ ] a. cash
- [ ] b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e deferred
- [ ] f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

None

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** [ ] **No** [x]

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Benjamin Quimby Johnson
Digitally signed by Benjamin Quimby Johnson
DN: cn=Benjamin Quimby Johnson, o=Ironwood Center, LLC, ou, email=bqjohnson@gmail.com, c=US
Date: 2022.06.21 16:54:01 -07'00'

Print Name: Benjamin Quimby Johnson

Title: Manager

Telephone No.: 775.588.6137 Date: 6/24/20

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 07/01/2022 PE/CE

Federal-aid Project No(s). STPL-5398(014) Bid Opening Date _____ CON

The City of South Lake Tahoe has established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
Not applicable	Not applicable

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Santolucido Dore Group, Inc.	6/22/2022	Not applicable

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
Mileage Costs	Pick			0.00%
Equipment Rental	Pick			0.00%
Permit Fees	Pick			0.00%
Plan Sheets	Pick			0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

Santolucito Dore Group, Inc.
31600 Railroad Canyon Rd., Ste. 100-L
Canyon Lake, CA 92587

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Interwest Consulting Group, Inc. is committed to assisting DBE firms as requested, in any way possible.

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

Interwest Consulting Group, Inc. is committed to assisting DBE firms as requested, in any way possible.

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
Not applicable		

H. Any additional data to support a demonstration of good faith efforts:

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 20, 2022

Agenda Item #: 4

Agenda Item: Agreement with Faithful + Gould for Facility Condition Assessment of City Facilities

Executive Summary: The Public Works Department, over the course of the last several years, has commenced the collection of existing asset condition data to better understand the needs required to lower deferred maintenance backlogs and formulate plans for consistent annual maintenance and replacement funding across several asset categories. Realizing the need to begin the identification of asset and sub-asset life cycle analysis for the facilities category, the department publicly released a Request for Proposals (RFP) from architectural and engineering firms qualified to perform the services.

Upon review of the proposals, staff has determined Faithful + Gould of Tampa FL sufficiently understands the scope of work required to provide the Facility Condition Assessments as specified in the RFP. As such, staff recommends entering into a Professional Services Agreement with Faithful + Gould for the Facility Condition Assessments in the amount not to exceed $129,210, and appropriate a project contingency of 15% ($19,425).

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with Faithful + Gould in an amount not to exceed $129,210 for a facility condition assessment of the City's general operation facilities.
Responsible Staff Member: Jim Marino, Capital Improvement Program and Facilities Program Manager

Responsible Staff Member: Jim Marino, Capital Improvement Program and Facilities Program Manager

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Facility Condition Assessment.docx
02-Agreement
03-Proposal FCA South Lake Tahoe Faithful Gould.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: September 20, 2022

Title: Facility Condition Assessments – General Operation Facilities

Location: Various Locations

Responsible Staff Member: Jim Marino, Capital Improvements Manager and Facilities Program Manager (530) 542-6027

Background: The City's Capital Improvement Program (CIP) addresses the City's needs relating to the rehabilitation, and replacement of long-lived assets. A critical element of the CIP is the establishment of funds to preserve existing facilities and provide funding toward replacement of critical facility infrastructure to respond to facility and equipment life cycle, changing service needs, changing regulatory environment, and sustainability goals and objectives.

The Public Works Department, over the course of the last several years, has commenced the collection of existing asset condition data to better understand the needs required to lower deferred maintenance backlogs and formulate plans for consistent annual maintenance and replacement funding across several asset categories.

There are six major asset categories: Streets/Roads/Trails, Storm Water, Parks & Grounds, Facilities, Vehicles and Equipment, and Communications/IT. All of the infrastructure the city has an obligation to maintain and to replace falls within one of these categories. To date, the department has collected and analyzed existing conditions of Streets/Roads/Trails, Storm Water, and Vehicles and Equipment. However, the city has not yet undertaken a comprehensive analysis of existing facilities condition.

Realizing the need to begin the identification of asset and sub-asset life cycle analysis for the facilities category, the department requested a budget appropriation of $200,000 at FY 21/22 mid-year budget process for a comprehensive third-party study. At the March 15, 2022, City Council Meeting, the City Council adopted the mid-year budget which included the request for the project budget appropriation, the appropriation was subsequently loaded into CIP Account 310-70000-42020.

Issue and Discussion: On June 29, 2022, the Department of Public Works publicly released a Request for Proposals (RFP) from architectural and engineering firms qualified to perform the services.

Five-hundred and forty-six (546) firms were notified electronically of the RFP, and nine (9) builders exchange sites were also notified. Thirty-nine (39) prospective proposers downloaded the documents.

Seven (7) electronic submittals were received by the Department of Public Works on July 29, 2022. *Table A* below lists the firms who submitted proposals.

	Firm	Location	Proposed Cost
1	Bureau Veritas Technical Assessments LLC	Walnut Creek, CA	$ 120,704.30
2	Facility Engineering Associates (FCA)	Fairfax, VA	$ 210,840.00
3	Faithful + Gould	Tampa, FL	$ 129,210.00
4	Partner Engineering and Science	Torrance, CA	$ 59,400.00
5	TerraCon Consultants Inc.	Walnut Creek, CA	$ 151,974.00
6	The KPA Group	Pleasanton, CA	$ 140,770.00
7	Walker Consultants Inc.	Burlingame, CA	$ 538,488.00

Table A – Firms submitting Proposals

The seven submittals received were distributed to the four (4) members of the City's evaluation team. The evaluation team consists of three (3) members of the Public Works Department, and one (1) member of the Finance Department. Each of the team members independently evaluated, then numerically scored each proposal based on criteria set forth in the RFP. The scores of all evaluators were then added to achieve a cumulative score for each submittal to obtain the consultant ranking.

Table B below lists the ranking.

Rank	Firm	Score	Cost
1	Faithful + Gould	347	$ 129,210.00
2	The KPA Group	343	$ 140,770.00
3	Bureau Veritas Technical Assessments LLC	325	$ 120,704.30
4	Facility Engineering Associates (FCA)	306	$ 210,840.00
5	TerraCon Consultants Inc.	290.5	$ 151,974.00
6	Partner Engineering and Science	270.5	$ 59,400.00
7	Walker Consultants Inc.	248	$ 538,488.00

Table B – Ranking resulting from Proposals

Upon review of the proposals, staff has determined Faithful + Gould sufficiently understands the scope of work required to provide the Facility Condition Assessments as currently specified in the request for proposals. As such, staff recommends the City Council enter into a Professional Services Agreement (PSA) as defined in attachment 02 with Faithful + Gould for the Facility Condition Assessments in the amount of $129,210 Attachment 03 provides the consultant's proposal.

Financial Implications: As of this report, the budget for the proposed Professional Services Agreement (PSA) with Faithful + Gould in the amount of $129,210 contemplated herein, and a 15% project contingency of $19,425 is currently appropriated within existing CIP fund 310-70000-42020 and no additional budget appropriations are required at this time for this award.

Environmental Considerations: Award of this agreement is statutorily exempt from review under CEQA under CEQA Guidelines section 15262 (planning and feasibility studies).

Policy Implications: The proposed Facilities Condition Assessment Project are consistent with:

General Plan Policy PQP-1.8: Financing and Prioritizing Maintenance of Existing Infrastructure. The City shall identify operations and maintenance costs and priorities for existing infrastructure, and identify and develop a fair, equitable, and stable fiscal program to finance the ongoing maintenance of infrastructure.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the **20th** day of **September 2022** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Faithful + Gould** ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for 1year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $**129,210** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. 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 for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, and such records shall be available at Consultant's address indicated from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents

shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

   City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

    Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

    a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

    In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of Consultant's performance of this Agreement or caused in any way by Consultant's negligence or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with the performance of work under this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:	City of South Lake Tahoe 1901 Lisa Maloff Way South Lake Tahoe, CA 96150
Provide a copy to:	City Attorney's Office City of South Lake Tahoe 1901 Lisa Maloff Way, Suite 300 South Lake Tahoe, CA 96150
If to Consultant:	Faithful + Gould ATTN: Dean Leonard Vice President – Strategic Asset Management 1 Market Street, Spear Tower, Suite 3500 San Francisco, CA 94105 480-286-5705
Provide a copy to:	

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be

permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

    b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;
        ii. The person's or organization's policy of maintaining a drug-free workplace;
        iii. Any available counseling, rehabilitation, and employee assistance program; and
        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

        i. Will receive a copy of the Consultant's drug-free policy statement; and
        ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

    Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the

language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____
Devin Middlebrook, Mayor

Date _____

CONSULTANT:

By _____
Dean Leonard, Vice President Strategic Asset Management

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____
City Attorney

Date _____

ATTEST:

By_____
City Clerk

Date _____

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

FAITHFUL + GOULD

C. Scope of Work/Implementation

We will follow the five key steps listed below to effectively manage facility and infrastructure assets:

1.	**Establish baseline asset inventory and important management information or features of the assets**
2.	**Establish meaningful baseline data about asset conditions through a detailed, structured assessment process**
3.	**Estimate short- and long-range asset renewal needs over the next 20 years using the data obtained from actual field analysis**
4.	**Utilize decision-support models to determine priorities and alternate reinvestment rates to obtain desired asset conditions**
5.	**Communicate the asset condition and impact on mission support to governing boards, senior management, and line management responsible for maintaining the portfolio**

Faithful+Gould recognizes the issues surrounding working in occupied environments. We understand and are committed to minimizing disruption and maintaining a safe and orderly working environment. Additionally, we will plan our efforts in advance and conduct well-integrated, timely communication and project planning in accordance with our COVID-19 precautions.

Faithful+Gould will implement our market-leading methodology and approach to FCAs for City of South Lake Tahoe that exceeds the industry ASTM E2018:15 Standard Guide for Property Condition Assessments.

Six-Phase Methodology and Execution Plan

Faithful+Gould's approach to FCA is key to our success in delivering strategic advice to clients for more than 65 years. Our deliverable is best described through the six phases of our project methodology and plan shown below, which outlines the key high-level tasks and milestones.

Phase 1

Assessment Planning

The planning phase consists of submission of a detailed milestone project schedule, gathering existing facility asset data and establishing points of communication and access prior to the assessment team's arrival on site.

Working with the various facilities staff, our team will assist and develop project-specific policies and procedures to provide consistent, relevant, and quality product deliverables.

Included in this phase, Faithful+Gould will interview key staff to better understand asset usage, maintenance history, and related items that affect rates of consumption (i.e., wear and tear) that reduces useful life.

This phase will incorporate multiple sources of information to assist the assessment team in making field determinations. Additionally, we will meet with facility staff to understand their data transfer needs.

Our goal is to provide the City of South Lake Tahoe with the information in order to **be strategic and efficient to reduce the current backlog of deferred maintenance**, identify energy conservation measures, and improve the functional aspects of the subject facilities.

Covid-19 Precautions

Faithful+Gould recognizes the issues surrounding working in occupied environments. We understand and are committed to minimizing disruption and maintaining a safe and orderly working environment. Additionally, we will plan our efforts in advance and conduct well-integrated, timely communication and project planning in accordance with our COVID-19 precautions including local city, county, and state Covid-19 mandates. The project manager at the commencement of each assessment will compile our safety risk assessment plan including a Covid-19 risk assessment. The team will review all identified risks and mitigations and sign off on the plan prior to visiting site. Daily toolbox talks will be held at the beginning of each day to comply with our STEP-BACK policy of stepping back and reviewing the risks associated with the buildings and tasks to be performed that day.

Phase 2

On-Site Data Capture

With knowledge and insight from the planning phase, our assessment team will carry out a thorough condition assessment of all buildings and conduct and update / reconcile the asset inventory of all systems and equipment in accordance with the scope of work. We will utilize the latest mobile computing technologies with the use of handheld iPads. This technology not only provides efficiency in data capture but reassurance that each assessor is working with quality-assured procedures by capturing data in the same way to a pre-defined scope and workflow developed to meet the goals of the project.

Our assessment teams will inspect and carry out a detailed visual assessment of systems and equipment in each building and not just a high-level walkthrough of major systems. We will determine the current condition, average remaining useful life expectancy, assessment of building security, code violations, reason for the deficiency, and effect on the structure or occupancy together with required maintenance and repair works in accordance with the developed scope. This includes performing the assessments in accordance with the ASTM E2018-15 Standard Guide for Property Condition Assessments.

Asset Inventory

With the use of handheld iPads, our assessment teams will inventory maintainable equipment within each building at the more granular Uniformat II level 5 component level. We understand the full digital asset management process where preventative maintenance tasks are performed on system components and not systems, therefore, it's imperative to capture the data during the FCA at the right

level and not the typical system Uniformat level 3. We then prepare all equipment data on a structured flat file spreadsheet mapped to the existing system or future (CMMS) to manage equipment preventative maintenance and ongoing capital needs. Our goal is to provide you with accurate data which the City can utilize across your organization as a basis to maintain the equipment over its lifetime.

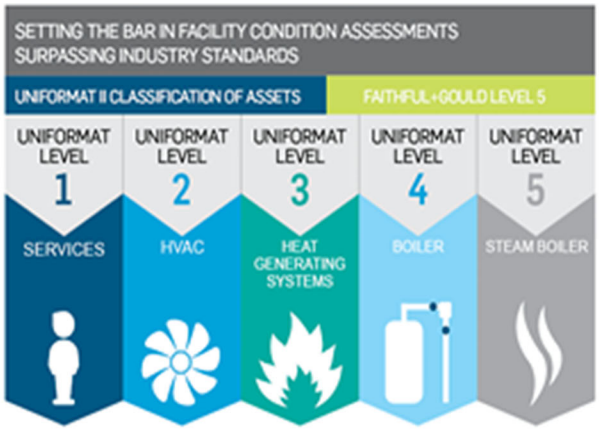
Equipment Barcoding/QR codes: We have facilitated the installation of durable bar codes or an optional QR Code on inventoried equipment for many clients. Barcodes have a minimum 10-year manufacturer's outdoor life and are chemical resistant, tear proof, and smudge proof.

These labels will be sequentially numbered with a barcode format Code39 (or often referred to as Code 3 of 9) symbology which allows the use of digits and characters. The installation of equipment barcodes will not only allow the mobile identification of equipment in the future CMMS system, but a potential re-assessment in five -years' time to be more efficient as assets can be updated by scanning the barcode to bring up the equipment data.

Taking Assessment to a New Level

As part of our standard deliverable, we will utilize the recognized industry hierarchy for classification of assets called UNIFORMAT II which aligns with all major CMMS systems. We understand that **UNIFORMAT II** has three major levels of asset classifications with a suggested Level 4. Faithful+Gould recognizes the need for accurate detailed replacement costs of identified equipment.

Typical condition assessments are conducted at the system Level 3 or 4. **Our standard methodology is based around a more detailed forensic style approach conducting assessment at a more detailed component Level 5 which will provide you with a more accurate replacement schedule and costs plan but also be multifaceted speaking to both the CapEx and the OpEx needs.**



Phase 3

Analysis of Asset Data

Our approach is centered on understanding the component deficiency, failure modes, and triggers of asset equipment, facility systems, and site improvements in order to develop a comprehensive management tool for future implementation of program recommendations. We will evaluate the component lifecycle of each system and equipment over a suggested 5-10-20-year planning horizon or longer depending on the lifespan of the equipment.

When developing a recommended lifecycle assessment, we do not rely upon published statistically estimated useful life (EUL) data, which does not consider site-specific factors. Most assessment programs aim to automate the process of determining the lifespan of equipment by calculating the manufacturer's estimated life with the year in service which is an inaccurate methodology.

Faithful+Gould understands that repairs and asset replacement needs may be required due to several contributing factors including not only **Age (calculated method), but Maintenance Levels, Location,** and the **Utilization** of the asset or system. Our experienced assessors will make the necessary adjustments to the benchmark data to reflect the conditions and factors associated with deficiency to provide a more realistic lifecycle assessment and capital expenditure plan.

For each asset we will determine:

➢ Manufacturer	➢ Unit	➢ Estimated Useful Life (EUL): expected life from the time of installation to expected replacement
➢ Model #	➢ Capacity	➢ Remaining Useful Life (RUL) an evaluation of where the asset sits in its lifecycle and how many years left to replacement
➢ Serial #	➢ Location	➢ Level of Preventative Maintenance: maintenance performed on the asset which may result in an extended life
➢ Install Date	➢ Condition rating	➢ Geographic Location: atmospheric and environmental conditions greatly affect the EUL of equipment
➢ System Type	➢ Current damage, deficiencies, or failure	➢ Utilization Rate: The EUL of assets can be significantly affected by the rate of utilization.
➢ Asset Classification	➢ Last certified inspection	➢ Cause of Failure/Deterioration: Is the asset deteriorating in line with age? Or is some other factor causing an accelerated rate of deterioration?
➢ Tag	➢ Bar/QR Code	➢ Potential for energy conservation measures
➢	➢	➢ Representative Photographs

Data Analysis/Evaluation and Recommendations

Faithful+Gould will analyze the condition data collected and determine the cause and impact of the deficiency on the operation of the facility. We will utilize the Facility Condition Index (FCI) to benchmark asset conditions across the City portfolio. We will calculate the FCI for the facilities, illustrating the current and likely condition of the systems and equipment over time.

The graphic below illustrates the FCI calculation. The higher the value of repairs, the higher the FCI will be.

Example FCI Chart

$$FCI = \frac{\text{Value of Maintenance, Repair \& Replacement of the Asset (DM)}}{\text{Current Replacement Value of the Facility(s) (CRV)}}$$

Facility	Gross Square Footage	Current Replacement Value ($)	Immediate Capital Needs ($)	Total Capital Needs Over 10 Year Study Period ($)	Current Year FCI Rating %	Year 10 FCI Rating %
Boys and Girls Club	32,590	$15,707,000	$1,243,657	$2,562,393	7.9%	16.3%
Center for the Arts	55,000	$16,000,000	$4,166,856	$6,454,611	26.0%	40.3%
Police Sub-station	21,841	$4,368,200	$729,931	$2,421,619	16.7%	55.4%
Municipal Court	32,000	$6,400,000	$359,148	$1,560,710	5.6%	24.4%
City Hall Building A	98,774	$49,387,000	$733,449	$1,915,040	1.5%	3.9%
City Hall Building B	19,714	$8,871,300	$7,829	$261,777	0.1%	3.0%
City Hall Building C	12,940	$6,450,000	$0	$222,246	0.0%	3.4%
City Hall Building D	6,264	$1,252,800	$46,103	$393,479	3.7%	31.4%
City Hall Parking Garage	141,624	$9,913,680	$1,044,611	$3,913,610	10.5%	39.5%
Community Center	37,621	$7,357,935	$2,040,914	$3,259,829	27.7%	44.3%
Desert Breeze Police Sub-Station	21,253	$6,365,400	$6,850	$1,474,369	0.1%	23.2%
Desert Breeze Railroad	4,000	$800,000	$0	$76,999	0.0%	9.6%
Environmental Education Center	11,180	$3,060,000	$349,202	$639,173	11.4%	20.9%
Fire Admin Building	18,700	$3,740,000	$299,414	$688,850	8.0%	18.4%
Fire Station 1	13,816	$2,985,811	$5,000	$214,596	0.2%	7.2%
Fire Station 10	10,264	$2,898,000	$101,292	$673,639	3.5%	23.2%
Fire Station 11	11,045	$2,761,250	$0	$62,783	0.0%	2.3%
Fire Station 2	7,868	$2,060,319	$526,217	$911,114	25.5%	44.2%
Fire Station 3	12,350	$3,276,144	$551,390	$668,276	16.8%	20.4%
Fire Station 4	8,172	$2,027,803	$863,074	$1,187,701	42.6%	58.6%
Fire Station 5	8,320	$2,271,495	$100,786	$222,137	4.4%	9.8%
Fire Support Building	17,060	$4,143,065	$204,656	$1,088,483	4.9%	26.3%
Fire Training	11,250	$1,475,200	$221,651	$505,098	15.0%	34.2%
Fleet/Central Supply	46,330	$11,023,000	$1,538,091	$5,292,278	14.0%	48.0%
Information Technology	17,961	$4,019,460	$580,138	$720,505	14.4%	17.9%
Main Library	64,000	$15,950,361	$2,784,465	$4,037,688	17.5%	25.3%
Main Police Department	77,989	$16,570,732	$2,283,235	$6,869,179	13.8%	41.5%
Totals	819,926	$211,135,955	$20,787,958	$48,298,184	9.8%	22.9%

Priorities

The development of a methodology to determine the priority of each deficiency is crucial to the success of any FCA. Through consultation with the City of South Lake Tahoe's executive team and facilities staff, we will develop a capital asset strategy by creating prioritization and deficiency categories that will be applied to each identified deficiency or action.

This will create additional consideration factors to provide strategic analysis and stakeholder reporting on different work priorities and potential budget streams.

The priorities and deficiency categories below are suggested and can be applied to each identified repair action. With an understanding of priority criticality of each action, the City of South Lake Tahoe will be able to effectively apply available funding to the most urgent and needed actions, based upon criticality, and will be able to develop a list of less critical actions that could be deferred to future fiscal years.

Priority Categories (Suggested)

Priority 1 Life Safety / Code Compliance / ADA	**Compromises staff or public safety or when a system needs to be upgraded to comply with current codes and standards**
Priority 2 Currently Critical	**A system or component is inoperable or compromised and requires immediate action**
Priority 3 Necessary / Not Critical	**Maintain the integrity of the facility or component and replace those items that will exceed their expected useful life within the study period**

The following is an example of the necessary expenditure required, based on the criticality or priority of the action included in the Executive Summary of each report:

Advanced project prioritization model

Any successful capital plan needs a method of ranking and scoring the priority of each identified deficiency that can be rolled up into executable projects to assist in the decision-making process of competing needs. We often see a standard prioritization as illustrated above ranking deficiencies 1 through 3 based on the criticality of the recommended action and we can follow the prioritization criteria noted in the RFP. We recommend, however, with large programs of capital needs a more informed

prioritization model to provide a more advance ranking of recommended actions. The following table provides a summary of the scoring criteria rating the criticality of the building to the operations. Next, we look at the rating of the systems within the hierarchy on the basis that Fire & Life Safety systems have a higher rating than re-painting a wall for example. The next consideration is the Facility Condition Index (FCI) as those systems that are currently in Poor condition are a higher priority and lastly the Remaining Useful Life (RUL) of the equipment is factored into the overall Prioritization Matrix.

Capital Projects Prioritization Matrix								
Building Rating	Score	Asset Rating	Score	FCI Rating	Score	RUL	Score	Priority Score
High Profile	4	Fire/Life Safety	4	VPOOR	4	0-2 years	4	16
Critical to Operation	3	Critical to Operation	3	Poor	3	3-5 years	3	12
Medium Critical	2	Non to Operation	2	Fair	2	6-7 years	2	8
Non Critical/Support	1	Aesthetics/Finishes	1	Good	1	8-10 years	1	4

Deficiency Categories (Suggested)

We have illustrated below typical or suggested deficiency categories

Plan Type 1 Deferred Maintenance	Maintenance that was not performed when it was scheduled or past its useful life, resulting in immediate repair or replacement
Plan Type 2 Routine Maintenance	Maintenance that is planned and performed on a routine basis to maintain and preserve the condition
Plan Type 3 Capital Renewal	Planned replacement of building systems that have reached the end of their useful life
Plan Type 4 Energy & Sustainability	When the repair or replacement of equipment or systems is recommended to improve energy and sustainability performance

The following is an example of the necessary expenditure required based on the suggested plan type criteria included in the executive summary of each report:

Cost Estimating

Our assessors are supported by a consistent group of professional cost estimators with experience supporting government clients. This group will be responsible for developing cost estimates for all repair and replacement projects that arise from the FCA. They will leverage historic data to develop accurate and defensible opinions of cost during this program. One of the fundamental aspects of a successful FCA program is the accurate costing of recommendations. This is even more important when dealing with smaller facilities.

Our local market knowledge and cost estimating expertise services sets our service offering apart from other vendors. We have one of the most comprehensive databases of unit rate costs outside of national publications. Our team will use this data, as well as cost data from RS Means, to provide relevant and accurate pricing. Cost estimates will be provided with line-item capital expenditure forecast included in the data migration into the CMMS System and each FCA report. The repair / replacement costs we provide the City will be a powerful tool in developing project budgets and requesting funding.

Our understanding of local markets and the nuances of executing work for government clients as well as our extensive historical cost data will all be factored into our budget recommendation. This means your funding requests are accurate and defensible and project budgets are realistic, making effective use of every dollar requested and spent.

Example Build-up of Soft-Costs	
General Requirements	1%
General Conditions	13%
GC Profit	6%
Insurance	2%
Payment & Performance bond	1%
PM	10%
A&E Design fee	10%
Permit fees	2%
Total Soft Costs	**45.00%**

We recommend for budgeting purposes, either applying an average estimated soft cost percentage across the board to all the construction project costs as the example breakdown below or condition analysis of the strategic plan to determine the procurement strategy and apply a typical percentage soft cost to the applicable projects.

Phase 4

Data and Report Preparation

We will prepare comprehensive narrative and statistical reports for each facility. The focus of the reports will be to provide comprehensive and defendable information that will support strategic decisions about the economic use and viability of facilities and assets with charts that will summarize the prioritized budget expenditure for repair, maintenance and lifecycle component replacement needs in the form of reserve studies. We will develop cost information supporting the inventory and replacement value of the assets.

Appendices will contain structured spreadsheets with capital asset inventory data, cross-referenced digital photo logs in support of the deficiencies noted during the assessment, methodologies, scope and definitions used.

We will prepare and issue, in addition to the individual building reports, a combined executive report pulling together all the results and needs across the City of South Lake Tahoe buildings into one holistic report for stakeholder reporting.

All data produced as part of the site assessment and report development will be exported into flat mapping file spreadsheets containing asset lifecycle deficiencies together with maintainable equipment data which can be used to upload into the clients CMMS system.

The repair / replacement costs we provide the City of South Lake Tahoe will be a powerful tool in developing project budgets and requesting funding. For example, if replacing the roof of an 80,000 square foot facility within the City of South Lake Tahoe would provide a $sf costs. What a statistical approach does not take into account is the specific location of the facility or the impact of labor and material costs, the needs for asbestos abatement, etc**. Our understanding of local markets and nuances executing work for multiple California cities, as well as our extensive historical cost data, will all be factored into our budget recommendation.** This means your funding requests are accurate and defensible and project budgets are realistic, making effective use of every dollar requested and spent.

Phase 5

Quality Assurance Review

The Faithful+Gould team will perform a management overview function throughout the project, so activities meet the commitments and the intent of the State. Faithful+Gould has implemented various internal procedures related to work quality. We have successfully completed the Lloyds Registered Quality Assurance Registry and hold the following certifications: ISO 9001 for Quality Management Systems (QMS), ISO 14001 for Environmental Management Systems (EMS) and OHSAS 18001 for Occupational Health & Safety Management Systems (SMS).

We will utilize the strict quality standards in accordance with our ISO 9001 quality assurance practice. For this project, Joe Kotila will take a leadership role in overseeing that our internal processes are maintained and that industry-recognized standards are current. We recognize the importance of a collaborative approach and value client input and feedback at key milestones of the project. Reports will be issued to facility staff on a phased basis throughout the duration of the project. Our project team will meet with facility staff and walk through the initial phase reports to provide an opportunity to review the content and layout and make any necessary amendments to the deliverable. The client will also have the opportunity to engage in client reviews of each phase throughout the course of the project to make sure the project and deliverables are meeting their expectations.

Phase 6

Preparation of Strategic Plan

Our FCA service will provide City of South Lake Tahoe with a solution to support your business decisions. We will work with, and assist in preparing, a strategic plan to correct the deficiencies and actions identified through the assessments.

The plan will provide a foundation for informed decision making with regard to asset, facility, and infrastructure condition, multi-year capital budgeting, cost-saving measures, capital project planning, and functional adequacy.

Our methodology and approach will address the cycle of backlog maintenance and escalating reactive and preventative maintenance. The FCA and Strategic Expenditure plan will result in a higher maintenance and capital improvement budget.

Our work with the City of Manhattan Beach team, for example, converted the FCA data into a strategic capital planning tool identify prioritized projects and grouping them into meaningful executable projects with budget projections that fed into the CIP budget process that we presented to the City Council.

Deliverables

We reconfirm that we will deliver:

- A baseline assessment of existing and future condition and lifecycle replacement of all systems and equipment at the component level
- An analysis of the current deferred maintenance needs
- A FCI score for each building across the portfolio
- An advance prioritized capital and repair plan which assists in the process of making decisions about the priority of the capital plan involving multiple criteria and multiple parties
- Comprehensive written FCA reports for each building
- An executive summary report aggregating the results of the individual building report, which provides a holistic city-wide view of the needs
- Stakeholder City Council presentation of results
- An updated equipment inventory of maintainable equipment
- Refreshed barcodes to all maintainable equipment if needed
- Options for continuing a digital asset management journey

Applying our experience

- In our work with the Architect of the Capitol (AOC), we prioritize all proposed maintenance projects by risk.
- All funding requests for AOC projects must go to Congress for approval. By providing clarity on the consequence on inaction in our report, there is a real understanding of why a particular project is high risk, and a higher likelihood of approval.
- The value of the level of detail in our assessments was also realized by the State of Utah. What began as a $250,000/year contract to meet a statutory requirement has grown by approximately 500% due to the improvements we have implemented.
- Our condition assessment reports have helped multiple state agencies make cases for funding and secure that funding to improve building conditions.

Schedule

We have provided our proposed draft schedule / timeline for tasks to be accomplished and deliverables to be provided. Our team has many years of experience executing FCA project schedules and, although the kickoff is tight, we do not anticipate any schedule issues during the project.

Draft – Project Timeline				
Set-up	Activity	Start	Finish	Duration
	Contract Prep and Signing * assumed	08/08/2022	08/19/2022	10
	Project Set-Up and Planning	08/22/2022	09/02/2022	10
	Existing Data Gathering	08/22/2022	09/02/2022	10
	Pre-Inspection Meeting and Kick-Off	09/05/2022	09/05/2022	1
Assessment	**ASSESSMENT PHASE 1**			
	Activity	Start	Finish	Duration
	Site Assessment	09/5/2022	09/09/2022	5 days
	Report Production	09/12/2022	09/30/2022	3 weeks
	QC Review	10/03/2022	10/07/2022	1 week
	Client Review	10/10/2022	10/21/2022	2 weeks
	Issue Final Reports	10/24/2022	10/28/2022	1 Week
	ASSESSMENT PHASE 2			
	Activity	Start	Finish	Duration
	Site Assessment	10/03/2022	10/07/2022	5 days
	Report Production	10/10/2022	10/28/2022	3 weeks
	QC Review	10/31/2022	11/04/2022	1 week
	Client Review	11/04/2022	11/11/2022	2 weeks
	Issue Final Reports	11/14/2022	11/18/2022	1 Week
	Presentation to Stake Holders	TBD		

Faithful+Gould will work closely with the City's project leader and key stakeholders to ensure an agreeable schedule that is minimally disruptive to City staff, visitors, and the general public. We will partner with the City to review each Facility Condition Assessment Report.

In addition to our standard Facility Condition Assessment deliverable, Faithful+Gould offers supplemental services that can provide the City robust help to analyze and understand its portfolio of buildings. We have outlined one of our supplemental services on the following page.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

E. Project Budget

As per RFP requirements, we have included the fee as lump sum, Exhibit B below, followed by a more detailed break-down of our proposed fee.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$** 129,210
Hourly Rate:	**$** 46 **/hour**
Travel and out-of-pocket expenses	**$** 8,000

(Travel is included in the TOTAL (not to exceed amount)

TOTAL (not to exceed)	**$** 129,210

TIMELINE For Timeline, please see Schedule on page 34 of the proposal document

DETAILED FEE BREAKDOWN

Facility #	Facility	Address	GSF	Site Hrs	Report	Total Assessor Hrs	QC	PM	Total Hrs	Assessor	QC	PM	Net fee	Rate/SF
1	Fire Station 4(Airport)	901LisaMaloftWay	3,111	2	16	18	2	1	21	$145	$135	$145	$3,025	$0.97
2	Airport Terminal-City Hall	1901LisaMaloftWay	39,100	4	24	28	4	1	33	$145	$135	$145	$4,745	$0.12
3	Hangars(6Rows)	1901LisaMaloffWay	66,656	6	24	30	4	1	35	$145	$135	$145	$5,035	$0.08
4	Airport Maintenance Shop	1901LisaMaloffWay	3,645	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.87
5	Airport Calstar Building	1901LisaMaloffWay	1,000	1	8	9	2	1	12	$145	$135	$145	$1,720	$1.72
6	Airport FBO Building	1901LisaMaloftWay	3,650	2	8	10	2	1	13	$145	$135	$145	$1,865	$0.51
7	Airport-Large hanger1	1901LisaMaloffWay	4,000	2	8	10	2	1	13	$145	$135	$145	$1,865	$0.47
8	Airport-Large hangar2	1901LisaMaloftWay	4,000	2	8	10	2	1	13	$145	$135	$145	$1,865	$0.47
9	Airport-Generator Outbuilding	1901LisaMaloftWay	300	1	8	9	2	1	12	$145	$135	$145	$1,720	$5.73
10	Motor Pool MTV Fleet Facility	1700DStreet	161,216	16	32	48	4	1	53	$145	$135	$145	$7,645	$0.05
11	CinderBarn	1700DStreet	4,096	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.77
12	PublicWorksOffices	1740DStreet	12,238	3	24	27	2	1	30	$145	$135	$145	$4,330	$0.35
13	Carpenter ShopV Paint Shop	1678ShopStreet	2,900	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.09
14	Transit-Wash Bay	1663ShopStreet	2,880	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.10
15	Transit-Repair Shop	1669ShopStreet	2,600	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.22
16	Tranist-TireShop/Admin	1679ShopStreet	3,000	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.06
17	FireStation2	2951LakeTahoeBlvd	3,491	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.91
18	Police Department	1352 Johnson Lane	17,554	3	24	27	4	1	32	$145	$135	$145	$4,600	$0.26
19	Fire Training Center(ScoutLodge)	1195RufusAllen	2,520	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.26
20	Rufus Corp Yarch StreetsS hop	1160RufusAllenBlvd	3,460	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.92
21	Parks/Signs hop	1150RufusAllenBlvd	2,612	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.21
22	Senior Center(County Owned)	3050LakeTahoeBlvd	9,100	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.35
23	Art Building(County Owned)	3062LakeTahoeBlvd	1,098	3	16	19	2	1	22	$145	$135	$145	$3,170	$2.89
24	Museum(County Owned)	3058LakeTahoeBlvd	1,782	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.78
25	Scout Lodge Portable	1195RufusAllenBlvd	1,000	3	16	19	2	1	22	$145	$135	$145	$3,170	$3.17
26	Lakeview Commons Restroom/Co	999LakeviewBlvd	2,541	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.25
27	ElDorado Beach Restrooms\Office	1004LakeviewBlvd	1,000	1	8	9	2	1	12	$145	$135	$145	$1,720	$1.72
28	Regan Beach Restrooms	3199SacramentoAve.	1,296	2	16	18	2	1	21	$145	$135	$145	$3,025	$2.33
29	Bijou Park Restrooms	1201AlTahoeBlvd.	840	1	8	9	2	1	12	$145	$135	$145	$1,720	$2.05
30	Bijou Gazebo(Rotary)	1201AlTahoeBlvd.	1,250	3	16	19	2	1	22	$145	$135	$145	$3,170	$2.54
31	Bijou Gazebo(Krwanis)	1201AlTahoeBlvd.	962	1	8	9	2	1	12	$145	$135	$145	$1,720	$1.79
32	Community Playfield Restrooms	1300AlTahoeblvd	1,100	1	8	9	2	1	12	$145	$135	$145	$1,720	$1.56
33	Little League Restrooms	1195RufusAllenBlvd	200	1	4	5	2	1	8	$145	$135	$145	$1,140	$5.70
34	Golf Course Club House	3464FairwayAve	700	1	8	9	2	1	12	$145	$135	$145	$1,720	$2.46
35	Campground GateHouse	1150RufusAllenBlvd	200	1	8	9	2	1	12	$145	$135	$145	$1,720	$8.60
36	WaterTower-Campground	1150RufusAllenBlvd	600	1	8	9	2	1	12	$145	$135	$145	$1,720	$2.87
37	Eloop Cabin	1150RufusAllenBlvd	300	1	4	5	2	1	8	$145	$135	$145	$1,140	$3.80
38	Floop Restroom	1150RufusAllenBlvd	200	1	4	5	2	1	8	$145	$135	$145	$1,140	$5.70
39	Cloop Restroom	1150RufusAllenBlvd	200	1	4	5	2	1	8	$145	$135	$145	$1,140	$5.70
40	Eloop Restroom/Shower	1150RufusAllenBlvd	1,240	2	16	18	2	1	21	$145	$135	$145	$3,025	$2.44
41	BLoop Restroom/Shower	1150RufusAllenBlvd	1,240	2	16	18	2	1	21	$145	$135	$145	$3,025	$2.44
42	FireStation1	1252SkiRunBlvd	5,216	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.61
43	State lineTransitCtr/ExploreTahoe	4114LakeTahoeBlvd	5,817	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.54
44	FireStation3	2101LakeTahoeBlvd	5,000	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.63
45	Services Center	1052TataLane	7,440	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.43
46	South Wye Transit Center	1022EmeraldBayRoad	459	1	8	9	2	1	12	$145	$135	$145	$1,720	$3.75
			394,810	120	632	752	100	46	898				$129,210	$0.33

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Name, Title

By:_____

City of South Lake Tahoe

Proposal for Facilities Condition Assessment

South Lake Tahoe General Operation Facilities

prepared by: Faithful+Gould

July 29, 2022

FAITHFUL+GOULD

Member of the SNC-Lavalin Group

Contents

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Appendix A – Team Resumes

Appendix B – Sample Report

Appendix C – Completed Exhibit C

Disclaimer

This document and its contents have been prepared and are intended solely for the client's information and use in relation to the subject services.

Faithful+Gould assumes no responsibility to any other party in respect of, or arising out of, or in connection with this document and/or its contents.

Proposal Verification			
Item	**Name**	**Initials**	**Date**
Confirm fee has been verified	Dean Leonard	DL	07/28/22
Technical (spell, language, format)	Ellen Strebar	ES	07/28/22
Bid Manager / Executive Signoff	Dean Leonard	DL	07/28/22

A. EXECUTIVE SUMMARY

Atkins dba Faithful+Gould
1 Market Street, Spear Tower, Suite 3500
San Francisco, CA 94105
fgould.com | snclavalin.com

A. Executive Summary

July 29, 2022

City of South Lake Tahoe
Attn: Jim Marino, Capital Improvements Manager
1740 D Street
South Lake Tahoe, CA 96150

Re: Proposal for Facilities Condition Assessment, City of South Lake Tahoe - South Lake Tahoe General Operation Facilities

Dear Mr. Marino:

Faithful+Gould is excited at the opportunity to submit a proposal for Facility Condition Assessments for the facilities of the City of South Lake Tahoe, CA. We admire the approach in being proactive regarding facilities repair and maintenance to significantly reduce the need for reactive repairs and avoid deferred repairs. This comprehensive and independent proposal will provide a roadmap for corrective recommendations and a projected schedule for a 10-year Facility Condition Assessment (FCA).

FCA is one of the core service offerings for our Strategic Asset Management group. For more than 20 years, we have provided assessments on an average of more than 1,500 buildings per year, totaling more than three billion square feet of space.

We have seen advances in technology in recent years being leveraged in the Asset Management world to develop digital asset managing strategies incorporating GIS, BIM, Digital twins, augmented reality, and artificial intelligence. Faithful+Gould, with its sister company Atkins, is a world leader in digital asset management helping clients on their digital asset management journey. We are driving the move away from paper-based FCA deliverables, which tend to have a short shelf life, to a strategic plan that is dynamic and multi-faceted.

FCAs have traditionally focused on the lifecycle replacement of building systems that inform an organization of a prioritized capital needs plan and optimized budget. However, leveraging mobile data collection technology and analytics, a FCA should inform not only the CapEx but OpEx--the operation and maintenance needs of an organization.

Faithful+Gould spearheads a methodology that captures facility data at a more granular component level where the PM is performed. This method allows us to not only baseline the condition and lifecycle replacement which drives the capital improvement plan but, with the same level of effort, inventories, barcodes and updates equipment lists to inform the preventative maintenance program and update a CMMS system.

Faithful+Gould will work with the City of South Lake Tahoe to develop goals and objects of this project and provide the tools to support ongoing monitoring and updates of prioritized maintenance and repair needs.

We will deliver:

- A baseline assessment of existing and future condition of all systems and equipment at the component level
- An analysis of the current deferred maintenance needs
- A Facility Condition Index score for each building across the portfolio

- An advance prioritized capital and repair plan which assists in the process of making decisions about the priority of the capital plan involving multiple criteria and multiple parties
- Comprehensive written FCA reports for each building
- An executive summary report aggregating the results of the individual building report providing an holistic, city-wide view of the needs
- Stakeholder City Council presentation of results
- An updated equipment inventory of maintainable equipment
- Refreshed barcodes to all maintainable equipment, if needed
- Options for continuing a digital asset management journey

Leaders in Digital Asset Management

Sustainability/Energy Savings: Faithful+Gould will also apply our broad, industry-leading experience with Energy Conservation Measures, as well as identifying key areas for return on investment in facility upgrades and modernization. We have partnered with many organizations like the City of South Lake Tahoe to advise and recommend these types of sustainability and energy-focused plans, including the City of Long Beach, California.

Faithful+Gould is enthusiastic about this potential engagement with City of South Lake Tahoe and we are prepared to commence work immediately upon award and complete the project within a timeframe that meets your needs. I, Dean Leonard, will be serving as the principal contact with staff. My contact information is provided on this cover letter.

Kind regards,

Dean Leonard

Vice President – Strategic Asset Management

e. dean.leonard@fgould.com

t. +1 480.286.5705

As per RFP requirements, we hereby acknowledge that our Proposal will remain current and valid for a period of not less than 120 calendar days from the proposal due date. We also acknowledge receipt of addenda/ emails of 07/12/22 and 07/20/22.

B. Company History, Background and Experience

B. Company History, Background and Experience

Who We Are

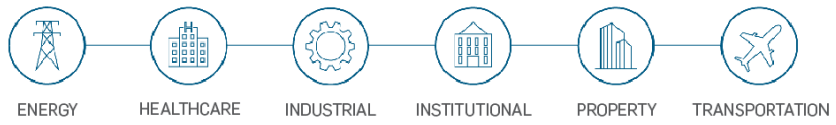
Faithful+Gould, as part of a global company commands a great depth of design engineering resources that is coupled with our ability to provide the personal asset management services of a local firm.

Our integrated approach provides business improvements and efficiencies that maximize value and help transform our clients' visions into reality. Using a comprehensive set of services instead of single disciplines allows us to better focus on the wider needs of our clients.

As part of the SNC-Lavalin Group, a fully integrated, global professional design engineering services and project management company, we can expand our support of clients' projects from locations around the world and by more than 30,000 employees.

Our Delivery Expertise

Across every environment and every sector, we operate to the highest international management, quality, environmental, safety and health standards, to deliver some of the most demanding projects, from Property to Transportation.

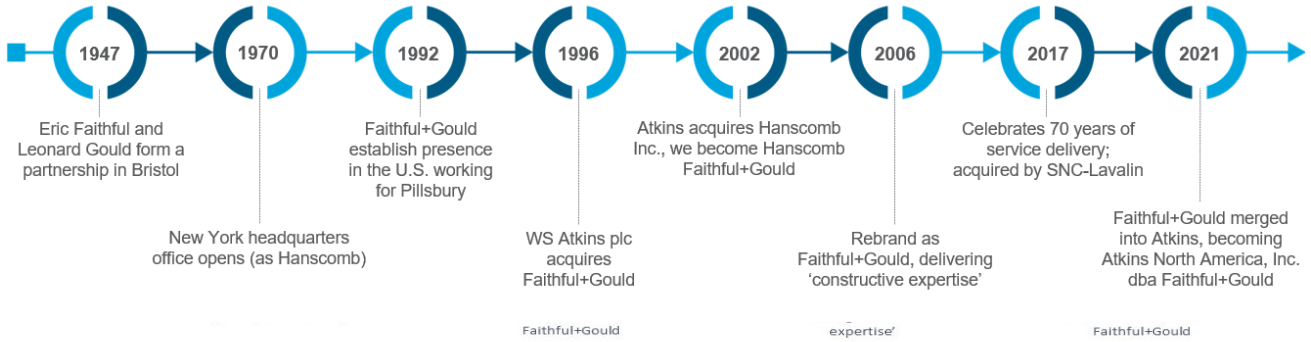


- Project Management
- Program Management
- Construction Management
- Project Controls
- Cost Management
- Advisory Services
- Strategic Facility Consulting
- Activation Services

History

Faithful+Gould has been in operation for over 70 years as a world-leading integrated project and program management consultancy. We build long-term partnerships with our clients because we are trusted to protect and maximize their interests. We deliver our quality services from strategically located offices across the globe. Below is a timeline of our corporate history:

Historical Timeline



Why Faithful+Gould?

Helping clients meet planning needs with a

20+

year reputation for EXCELLENCE

3

BILLION

square feet ASSESSED in the past 5 years

25

ASSESSORS

in the Americas

1,500

MUNICIPAL, STATE & FEDERAL

Buildings assessed per year

SURPASSING

industry standards in facility condition assessment with

UNIFORMAT LEVEL **5**

ASSESSMENT

EXPERIENCE with

14

ASSESSMENT

software systems

Performed FCAs for 25+ Cities in the US for an average of 1,500 buildings per year.

FCA has been a primary service line for Faithful+Gould. We have successfully performed similar scopes of work for an average **of 1,500 buildings per year** (**totaling more than 8,000 buildings** within the last five years) and three billion square feet for municipal, state, and government agencies including many municipalities and counties throughout California

Detailed inventory of facilities.

Our condition assessment team will provide invaluable advice to the City through a detailed inventory of the City's facilities, an assessment of their condition, and a life cycle replacement plan**. Our team provides an impartial, objective analysis of a facility's infrastructure to determine the condition, code compliance, efficiency, life expectancy, and future repair and upgrade costs**. We recommend repair actions, replacement priorities, remaining useful life, and estimated current and potential costs in an effort to provide our clients with the most detailed information and a comprehensive strategic Maintenance and Repair (M&R) plan.

Higher Standard for Condition Assessment Professionals.

Faithful+Gould personnel offer the City the depth of experience on similar projects and resource levels needed to meet the needs of this program. Many of our staff hold professional certifications in building surveying from the Royal Institute of Charter Surveyors, the equivalent to registered architects and engineers. **This means many of our assessors have completed a four-year degree specialized in building condition assessment, as well as three to four years of professional training and continuing education**. We have a higher standard for condition assessment professionals, which is what makes our facility assessors and approach more qualified than most firms offering these services. Our assessment staff also hold certifications as certified energy managers and building commissioning professionals.

Cost Estimating is a Core Faithful+Gould service.

Cost estimating is also a core Faithful+Gould service supported by more than 200 cost estimators / managers. **As one of the leading independent providers of cost estimates in the world, we have created a network of knowledge and experience** that puts Faithful+Gould at the forefront of the discipline.

Sustainability Consulting

The value of this unique offering is the ability we bring clients to benchmark accountability and sustainability, in addition to access to advice on how to align property portfolios. Strategic Asset Management allows property owners and occupiers to combine traditionally independent services into one comprehensive solution through a multi-dimensional portfolio data capture analysis in a fluid, real-time web-based environment.

Faithful+Gould offers the City of South Lake Tahoe

Specialized Assessment Teams: With a team of more than 25 facility assessors across the U.S., we can be responsive to your needs as we have proven on multiple large-scale FCA programs for local, municipal, and federal government clients. We build assessment teams to cover architecture, MEP, and structural systems so that each team can provide a comprehensive assessment in one site visit.

Dedicated Quality Assurance and Data Management: We recognize that data quality is of paramount importance to the success of an FCA program. Our approach to quality starts with highly skilled professionals collecting assessment data and continues through reports and data going through a thorough quality review process prior to issue. Our team includes the support of a FCA data integration manager to ensure our data can be seamlessly integrated with the City's systems.

Executive Oversight: Dean Leonard, Senior Director and Vice President of Strategic Asset Management at Faithful+Gould, will serve as the project manager to the City. He will provide executive oversight and quality control for deliverables. With more than 30 years of experience in facility assessments, he has worked in all sectors of the industry including many city-wide FCA programs.

Experienced Assessment Team Lead: The assessment team will be led by our Project Manager, Pat Hagan. Pat will be the main point of contact and will take a leadership role in the development of the FCA program in collaboration with Dean and the City's personnel. Pat has recently led FCA programs for the City of Long Beach, Culver City Commerce City, South Pasadena, and Los Altos, California.

Expert Cost Advice: Our assessors are supported by a consistent group of professional cost estimators with experience supporting government clients. This group will be responsible for developing cost estimates for all repair and replacement projects that arise from the FCA. They will leverage historic data to develop accurate and defensible opinions of cost during this program.

Depth of Relevant Project Experience:

- The table on the following page highlights our experience with dozens of projects for city, state, and government agencies.
- Following the table we have included more comprehensive, relevant project profiles that mirror the scope of work requested by the City of South Lake Tahoe.

Faithful+Gould Relevant FCA Experience

On the following pages, we have illustrated our vast relevant FCA experience for municipal, county, state, and federal government entities. The Experience Table Overview provides a snapshot summary of our expertise followed by comprehensive specific and relevant project examples that demonstrate our depth of experience providing city-wide FCAs for multiple cities across California. We have selected clients for which we have performed work that exemplifies our ability and performance in similar work and scope of services to that of the City of South Lake Tahoe.

Experience Table Overview

Government Agencies

Client	Buildings Assessed	Square Footage
COUNTY		
Fulton County, Georgia	118	3,800,000
James City County, Virginia	94	5,408,000
Loudoun County, Virginia	100	3,892,000
Lubbock County, Texas	29	1,600,000
Multnomah County, Oregon	20	1,200,000
Prince William County, Virginia	20	1,000,000
Salt Lake County, Utah	145	5,500,00

Client	Buildings Assessed	Square Footage
FEDERAL		
Bureau of Indian Affairs	3,000	28,000,000
General Services Administration	117	22,090,000
Architect of the U.S. Capitol	57	17,400,000
United States Geological Survey	122	5,020,200
United States Dept. of Agriculture	32	3,440,000
National Institute of Health	43	9,330,000
United States Dept. of Defense	109	6,120,000
USDA Pacific Northwest	36	1,500,000

Client	Buildings Assessed	Square Footage
STATE		
State of Utah	900	33,000,000
State of Oregon	1,500	15,000,000
State of New Mexico	700	6,200,000
State of North Carolina	4	187,500
Commonwealth of Virginia	27	3,892,000
Commonwealth of Massachusetts	60	1,400,000
California Department of Justice	8	173,541

Client	Buildings Assessed	Square Footage
MUNICIPAL		
City of Alameda, California	52	646,000
City of Alhambra, California	50	500,000
City of Bloomington, Illinois	40	600,000
City of Carlsbad, California	89	659,000
City of Carson City, Nevada	164	800,000
City of Chandler, Arizona	44	1,500,000
City of College Station, Texas	37	300,000
City of Commerce City, California	40	320,000
City of Culver City, California	26	1,188,889
City of Daly City, California	32	320,000
City of Goodyear, Arizona	20	400,000
City of Huntington Beach, California	6	239,394
City of Long Beach, California	412	15,000,000
City of Los Altos, California	40	250,000
City of Milwaukie, Oregon	4	80,000
City of Manhattan Beach, California	43	200,000
City of Moreno Valley, California	35	450,000
City of Novato, California	45	800,000
City of Phoenix, Arizona	45	8,000,000
City of Salt Lake City, Utah	8	400,000
City of Santa Monica, California	148	3,000,000
City of Sausalito, California	11	305,000
City of Scottsdale, Arizona	18	180,000
City of South Pasadena, California	12	63,000
City of Surprise, Arizona	41	824,372
City of Tigard, Oregon	6	123,557
District of Columbia	118	7,600,000

Relevant Project Examples

City of Novato, City-Wide FCA and Maintenance Analysis

Novato, California

The City of Novato Department of Public Works selected Faithful+Gould to provide a city-wide FCA and maintenance analysis. Our team assessed structures, building systems, and infrastructure components. The goal was to provide enough information for the City to determine how much funding should be set aside each year to meet overall fiscal sustainability goals. This report outlined a master plan for ongoing and major facility improvements over the next 25 years and a building lifespan/replacement analysis.

Building Types: City Hall, Library, Fire stations; Parks and Recreational Facilities; Historic District, Museum

CLIENT FEEDBACK

"The FCA and Maintenance Analysis report serves as a vital tool to show the state of our facilities and to list short- and long-range building repair needs to develop a long-term capital expenditure plan. I highly recommend Faithful+Gould's assessment team; they were very thorough in their findings and responsive to our concerns."

Tom Adams, Former Senior Management Analyst
City of Novato Public Works Department

Client Contact:
Tom Adams
Former Senior Management Analyst
City of Novato, Public Works Department
p . 415.899.8995
Dates: 2013
Project Size: 800,000 square feet
Scope of Work Relevance: Facility Condition Assessment

City of Daly City, City-Wide Facility Condition Assessment

Daly City, California

Daly City maintains a portfolio of City-operated buildings in the South San Francisco Area. By partnering with the City, Faithful+Gould was able to supply the officials with a comprehensive strategic facility assessment.

By engaging with key stakeholders at all levels, Faithful+Gould was able to determine previously undiscovered areas of deferred maintenance and opportunities for security and life safety improvements.

Supplying Daly City with a comprehensive strategic plan and detailed portfolio analyses comparing the current condition of all buildings, the City is better equipped to approach the next decade with an accurate and defensible maintenance plan. This assessment contained 29 buildings.

Building Types:

- Public Works
- Municipal Maintenance
- Fire Stations
- Community Centers
- City Hall
- Civic Center
- Community Parks

Client Contact:
Sibely Calles, MPA
Senior Management Analyst
Public Works Department
p. 650.991.8054
e. scalles@dalycity.org
Dates: 08/2017 – 11/2017
Project Size: 320,000 square feet
Scope of Work Relevance:
Facility Condition Assessment

City of Carson City, City-Wide Facility Condition Assessment

Carson City, Nevada

Carson City, Nevada maintains a varied portfolio of about 164 buildings and real estate parcels ranging from bucolic and rugged parks on the shores of Lake Tahoe to many administrative and support buildings surrounding the Nevada state capital.

In 2019, Faithful+Gould was selected to perform a comprehensive Facility Condition Assessment and sitework and hardscape assessment of the city's buildings and parks. Our assessments will provide the City with tangible and accurate asset data that will be directly mapped to their CMMS system, as well as a comprehensive strategic plan for facilities funding.

Fee: $202,268.

Building Types:

- Administrative and Support Buildings
- Recreational
- Water
- Municipal Service
- Fire Stations
- Libraries
- Public Safety

Client Contact:
Dan Stucky
Deputy Public Works Director
Carson City Public Works
p +1 775.283.7084
e dstucky@carson.org
Dates: 2019 – 2020
Project Size: 800,000 square feet
Scope of Work Relevance:
Facility Condition Assessment

City of Sausalito, FCA of the MLK Campus

Sausalito, California

The City of Sausalito selected Faithful+Gould to provide FCA services for their MLK campus. A bay front community, the City has approx. 7,500 residents.

Building Types: The MLK Campus is comprised of 17 acres with buildings such as private schools, cottage industries, and artist studies. In addition, they have properties dedicated to recreational purposes including basketball and tennis courts, track and field facilities, a playground, dog park, and a multi-purpose gymnasium building.

CLIENT FEEDBACK

> ***"Reading the detailed FCA reports from*** Faithful+Gould was like Christmas."
>
> Leslie Johnson, MLK Property Manager
> City of Sausalito

Client Contact:
Leslie Johnson
MLK Property Manager
City of Sausalito
p. 415 331.2100
LJohnson@ci.sausalito.ca.us
Dates: 2015
Project Size: 17 acres
Scope of Work Relevance:
Facility Condition Assessment

City of Alameda, City-Wide FCA

Alameda, California

The City of Alameda selected Faithful+Gould to provide an FCA for their buildings and propose a two-year and many-year capital improvement program plan based on the findings of the FCAs.

The City of Alameda has a population of approx. 75,000 and currently owns 37 buildings.

Building Types:

- Recreation Centers
- Park Buildings
- Senior Center
- Swimming Pool and Gymnasium
- Fire Stations
- Library
- Public Safety

Client Contact:
Liam Garland
Administrative Services Manager
City of Alameda
p. 510.747.7000
e. lgarland@alamedaca.gov
Dates: 2014 – 2015
Project Size: 460,000 square feet
Scope of Work Relevance:
Facility Condition Assessment

City of Los Altos, City-Wide Facility Condition Assessment

Los Altos, California

Faithful+Gould performed facility condition assessments for 40 buildings in the City of Los Altos. Facilities included police and fire stations, recreational facilities, libraries, museums, administrative buildings, storage / garage facilities, gymnasiums, day care facilities, and a theater. This assessment was divided in two phases. In Phase 1, a total of 34,635 square feet of property was assessed and, in Phase 2, an additional 240,562 square feet was assessed.

The data and analysis were used to develop a report which documented and prioritized a comprehensive repair, alteration and improvement budget for extending the useful facility life for up to 50 years. A preventative maintenance plan with project material and labor costs and a schedule of maintenance activity by frequency, maintenance type, building system type, labor classification and projected hours, labor costs per activity and maintenance per year was also provided to the City. This report provided a foundation for the City to integrate these modernization, deficiency, and remediation requirements into the Capital Improvement Program.

Building Types:

- Halsey House (Historic Facility)
- J. Gilbert Smith House (History House) – Pictured above
- Youth Center
- City Hall
- History Museum
- Classrooms
- Bus Barn Theatre
- Five City Parks
- Fire Stations.

Client Contact:
Susana Chan, P.E., Director of Public Works
p: 650.947.2621
e: schan@losaltosca.gov
Dates: 2016
Project Size: 275,200 square feet
Scope of Work Relevance:
Facility Condition Assessment

City of Long Beach, City-Wide Facility Condition Assessment

Long Beach, California

The City of Long Beach selected Faithful+Gould to perform a comprehensive FCA including identification of Energy Conservation Measures (ECMs) together with an ADA transition plan across its portfolio of more than 412 buildings across 15 million square feet. Faithful+Gould has partnered with the City to provide a detailed assessment approach across the diverse portfolio of varied use buildings.

The City of Long Beach has a unique construction contracting environment that has a drastic impact on project costs. After our first round of assessment and associate reviews with City, personnel costs became a big point of discussion. Faithful+Gould brought in our Construction Data Intelligence team to discuss what factors were impacting costs and how these factors could be applied to our database to provide more accurate costs for the City's budgeting purposes.

Building Types: Public works, municipal services, fire departments, municipal utility services, police stations, health services, parks and recreational buildings, administrative buildings, and Long Beach Airport.

Client Contact:
Renee Williams
Capital Project Manager, Public Works
p. 562.570.5093
e. Renee.williams@longbeach.gov
Dates: 2018 - Ongoing
Project Size: 15 million square feet
Scope of Work Relevance:
Facility Condition Assessment

ENERGY SAVINGS / SUSTAINABILITY ASPECT

› As part of the Long Beach Project, we embarked upon a multi-faceted approach to energy savings and energy-efficient upgrades. By recommending a slate of energy-efficient upgrades, repairs, and modifications, Faithful+Gould provided the City of Long Beach an avenue to alleviate deferred maintenance while also recognizing return on initial investment by means of lower operating costs and energy consumption.

City of Huntington Beach, City-Wide Facility Condition Assessment

Huntington Beach, California

Recently, Faithful + Gould was selected to perform a "no bid" pilot facility conditional assessment for the City of Huntington Beach based on a strong referral from the City of Long Beach. The initial assignment involved assessment of the City Hall, Fire and Police Headquarters, Public Works, and Lifeguard and Junior Lifeguard Stations. Initial assessments have been completed and draft reports, along with a combined executive summary, are currently under review by the City. Once the City review is completed and final reports are issued, notice to proceed on the balance of City facilities is expected to be forthcoming.

Building Types:

- City Hall | Fire HQ
- Police HQ | Public Works
- Lifeguard and Junior Lifeguard Stations

Client Contact:
Sean Crumby
p. 714.374.5348
e. sean.crumby@surfcity-hb.org
Dates: 2021
Project Size: 15 million square feet
Scope of Work Relevance:
Facility Condition Assessment

City of Manhattan Beach, City-Wide Facility Condition Assessment

Manhattan Beach, California

The City of Manhattan Beach selected Faithful+Gould to provide a city-wide facility assessment and 10-year rehabilitation / replacement schedule, lead and asbestos testing and analysis, and seismic evaluation of City Hall.

A coastal community with a population of more than 35,000, the City currently maintains and manages 43 city-owned buildings. Most organizations use manufacturers' guidelines for estimated useful life (EUL), but a coastal environment and corrosive salt air severely affects and reduces the EUL of equipment and buildings. Faithful+Gould provided the replacement / rehabilitation schedule, allowing the City to determine how much funding should be set aside each year to properly maintain facilities and meet overall City fiscal sustainability goals.

Building Types: Facilities included fire and police stations, city hall, public libraries, parks, arts center, senior center, athletic fields, office space, concession facilities, corporation yards and the on-pier aquarium.

Client Contact:
Tony Olmos | (Former) Director of Public Works
p. 714.990.7600
e. tonyo@cityofbrea.net
Dates: 2014 - 2016
Project Size: 200,000 square feet
Scope of Work Relevance:
Facility Condition Assessment

CLIENT FEEDBACK

"The City of Manhattan Beach hired Faithful+Gould to prepare a Facility Assessment for all of our facilities. The reports were clear, concise, and provided our City Council with a clear picture of the investment needed in the next 10 years to bring our facilities to an acceptable condition."

Tony Olmos, PE former Director of Public Works, City of Manhattan Beach

City of Culver City, City-Wide Facility Condition Assessment

Culver City, California

Faithful+Gould performed FCAs for 26 buildings in Culver City, CA. This assessment was divided in two phases. In Phase 1, we assessed 700,158 square feet of property and, in Phase 2, an additional 488,731 square feet were assessed.

The data and analysis provided were used to develop a report which documented and prioritized a comprehensive repair and alteration guide to ensure projects were addressed in terms of public impact and budget priority.

Building Types:

- Police and Fire stations
- Recreational facilities
- Libraries
- Museums
- Administrative buildings,
- Storage / Garage Facilities
- Municipal Services

Client Contact:
Joe Susca
Senior Management Analyst
Public Works Department
p. 310.253.5636
e. joe.susca@culvercity.org
Dates: 2019
Project Size: 1.2 million square feet
Scope of Work Relevance:
Facility Condition Assessment

City of South Pasadena, City-Wide Facility Condition Assessment

South Pasadena, California

Faithful+Gould conducted a city-wide assessment for 11 buildings totaling 62,755 square feet.

Based on the study findings, Faithful+Gould prepared a report and recommendations that describe the building improvements to complete within the next 10 years. Information provided included the components age, useful life, associated costs, and prioritization based on replacement schedule.

Building Types:

- Fire Department
- Youth house
- City Hall
- Police Department
- Library
- Community Room
- War Memorial Room
- Senior Center
- Museum
- Ccouncil Chamber
- Public Works Yard
- Recreational Building

Client Contact:
Kristine Courdy
Deputy Public Works Director
p. 626.403.7376
e. kcourdy@southpasadenaca.gov
Dates: 2017
Project Size: 62,755 square feet
Scope of Work Relevance:
Facility Condition Assessment

City of Commerce, City-Wide Facility Condition Assessment

Commerce, California

Faithful+Gould conducted a city-wide assessment for 11 buildings totaling 62,755 square feet.

Based on the study findings, Faithful+Gould prepared a report and recommendations that described the building improvements to complete within the next 10 years. Information provided included the components age, useful life, associated costs, and prioritization based on replacement schedule.

Building Types: City Hall Complex, Teen Center, Senior Center, Brenda Villa Aquatic Center (Aquatorium), Bandini Park – Recreation Building and Library, Veterans' Memorial Park –Stadium Building and Library, Bristow Park – Recreation Center and Library, Camp Commerce, Rosewood Library, Greenwood Library, Transit Centers, Storage Facilities, Ancillary Facilities

Client Contact:
Maryam Babaki
Director of Public Works & Development Services
p. 323.722.4805
e. mbabaki@ci.commerce.ca.us
Dates: 2016
Project Size: 320,000 square feet
Scope of Work Relevance:
Facility Condition Assessment

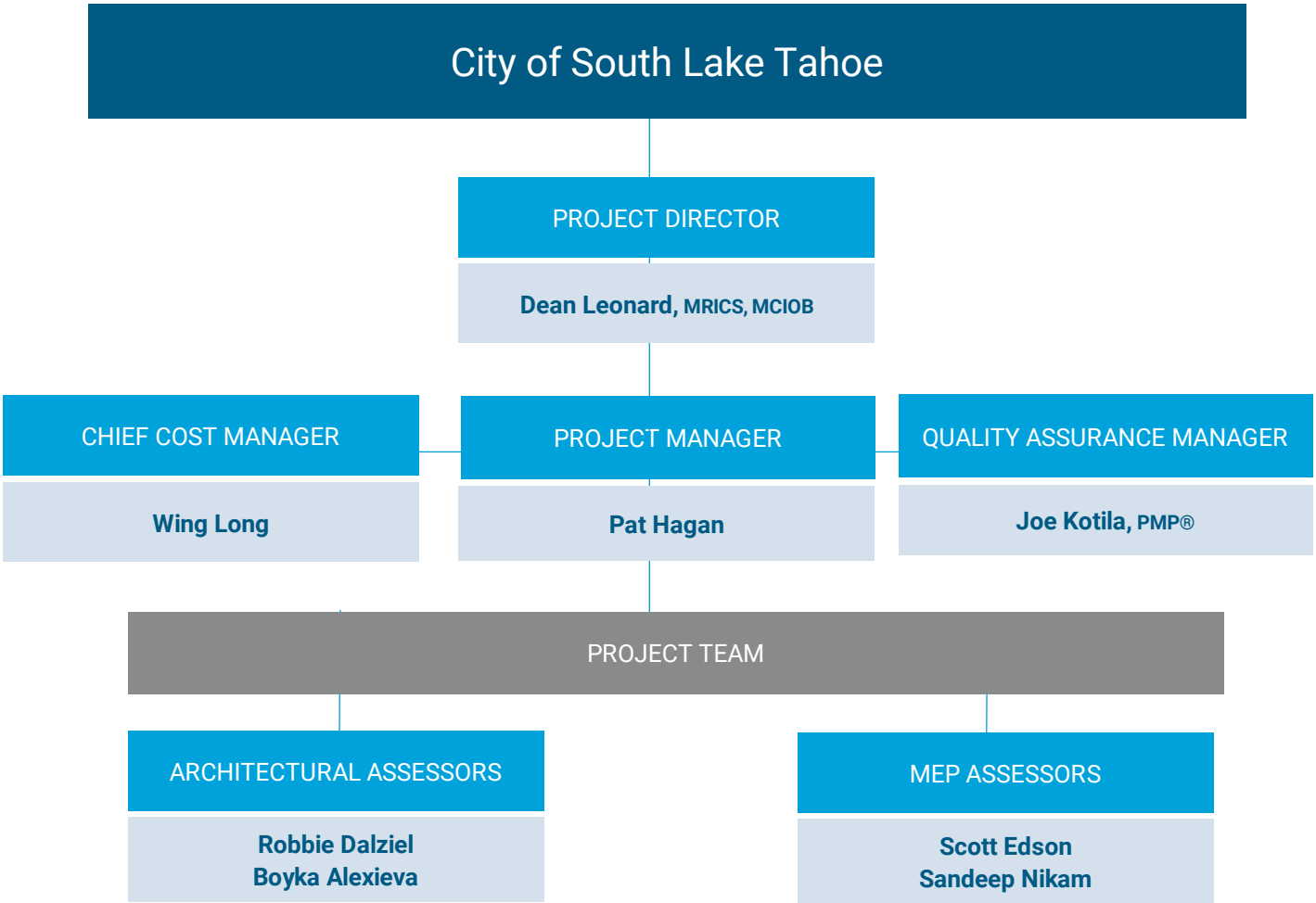
Experience of Proposed Team

Our key team members below share similar experience providing facility assessments, reports, and recommendation services for various types of facilities. We have included our team's proposed organizational chart below followed by snapshot bios to showcase their value and expertise to the City of South Lake Tahoe. Comprehensive resumes of our team members are included in Appendix A.

Many of our staff, including **Project Director, Dean Leonard,** hold equivalent professional certifications in building surveying from the Royal Institute of Chartered Surveyors (RICS), the largest professional accreditor of building surveyors in the world. This means many of our assessors have completed a six-year degree on condition assessment, building pathology and lifecycle assessment, as well as three to four years of professional training and continuing education. We have a higher standard for the condition assessment professionals, which is what makes our facility assessors and approach more qualified than most.

All our team members have at least nine years of experience providing assessment services on similar contracts. They have assessed hundreds of buildings for federal, state, and municipal clients (including many cities in California) and bring a special awareness and sensitivity towards your city's building portfolio.

ORGANIZATIONAL CHART



.KEY TEAM QUALIFICATIONS

Dean Leonard, MRICS, ACIOB | Project Director: Faithful+Gould offers an experienced team led by our project Director, Dean Leonard. Dean will be the City of South Lake Tahoe's day-to-day contact. He will manage our team from field inspection to preparing and creating reports. He has more than 30 years of experience and is knowledgeable in all aspects of construction, asset management, and facility condition assessment together with energy and sustainability assessments. Dean also has invaluable experience managing teams of assessors, prioritizing work programs, and preparing capital budgets and life-cycle cost plans together with assisting clients in their strategic capital and sustainability strategies for publicly- and privately-owned facilities totaling more than three billion square feet.

Dean and Joe Kotila, our proposed Quality Assurance Manager, will lead a team of assessors during August 2022 to assess the condition of the US Capitol building in Washington D.C.

Key Value:

Dean is regarded as an international expert on Asset Management and has presented at the Municipal Management Association of Northern California's annual conference on dealing with deferred maintenance. Dean has recently been invited as a guest speaker on "Dealing with Deferred Maintenance" at the Massachusetts Facilities Management Association (MAFMA) conference **together with having been scheduled to speak later this year at the California League of Cities Annual conference.**

Education: B.S., Building Surveying, Leeds Metropolitan University; UK
Certifications: Member, Royal Institute of Chartered Surveyors (MRICS) - 0102514, 1997 | Member, Chartered Institute of Building (MCIOB)

Related Project Experience:

- City of Novato, City-Wide FCA, Novato, CA
- City of Daly City, City-Wide FCA, Daly City, CA
- City of Alameda, City-Wide FCA, Alameda, CA
- City of Sausalito, FCA, Sausalito, CA
- City of Los Altos, FCA, Los Altos, CA
- City of Carson City, FCA, Carson City, NV
- City of Long Beach, City-Wide FCA, Long Beach, CA
- City of Huntington Beach, City-Wide FCA, Huntington Beach, CA

Pat Hagan | Project Manager: Pat will be leading the on-the-ground assessment teams providing scheduling and coordinating site access as well as pre-planning and kick-off meetings with key City stakeholders.

Key Value:

Pat brings more than 30 years of experience in all aspects of design, construction and facility management and assessment. While his experience covers a wide range of sectors, his emphasis lies mainly in the public local municipality field having project managed many successful FCA programs for Cities across California.

Related Project Experience:

- City of Los Altos, FCA, Los Altos, CA
- City of Long Beach, City-Wide FCA, Long Beach, CA
- City of Huntington Beach, City-Wide FCA, Huntington Beach, CA
- City of Culver City, City-Wide FCA, Culver City, CA
- City of South Pasadena, City-Wide FCA, South Pasadena, CA
- City of Commerce, City-Wide FCA, Commerce, CA

Joe Kotila, PMP® | Quality Assurance Manager: Joe will be providing end-to-end quality management that capitalizes on his project management (PMP) and FCA experience. He will engage with the County for report delivery, draft review, feedback, and publishing of the final findings and aggregated results for the City.

Key Value:

Joe has been a proven team leader with solid expertise in the preparation of annual budgets, monthly financial variance reports, operations analysis, and leasing reports for the client. Joe manages a team of highly effective project quality managers (PQMs) who are committed to providing world-class deliverables to our clients.

Related Project Experience:

- City of Daly City, City-Wide FCA, Daly City, CA
- City of Carson City, FCA, Carson City, NV
- City of Long Beach, City-Wide FCA, Long Beach, CA
- City of Huntington Beach, City-Wide FCA, Huntington Beach, CA
- City of Long Beach, City-Wide FCA, Long Beach, CA
- City of South Pasadena, City-Wide FCA, South Pasadena, CA
- City of Commerce, City-Wide FCA, Commerce, CA

Wing Long | Chief Cost Manager: For the City project, Wing will provide the cost baseline for the geographic location of the City as well as market forecasts. With his validation, we are confident our costs will help provide the City of South Lake Tahoe with an accurate, defensible maintenance plan.

Key Value:

With more than 26 years of experience in the construction industry, Wing's experience as cost estimating team director includes oversight of budget cost plans, design phase cost estimates and budgeting, cost management, value engineering, construction cost controls and the finalization of project accounts. He has supervised services for aviation projects valued up to $6 billion. Wing has been instrumental in working with project design teams and clients to keep designs within scope and budget.

Related Project Experience:

- City of Long Beach, City-Wide FCA, Long Beach, CA
- City of Santa Monica, Public Safety Building; Santa Monica, CA
- City of Los Angeles, Pan Pacific Park, Phases I and 2; Los Angeles, CA
- City of Campbell, City Hall Structural Upgrade, Estimating; Campbell, CA
- City of Chandler, City-wide FCA; Chandler, AZ

C. Scope of Work/Implementation

C. Scope of Work/Implementation

We will follow the five key steps listed below to effectively manage facility and infrastructure assets:

1.	**Establish baseline asset inventory and important management information or features of the assets**
2.	**Establish meaningful baseline data about asset conditions through a detailed, structured assessment process**
3.	**Estimate short- and long-range asset renewal needs over the next 20 years using the data obtained from actual field analysis**
4.	**Utilize decision-support models to determine priorities and alternate reinvestment rates to obtain desired asset conditions**
5.	**Communicate the asset condition and impact on mission support to governing boards, senior management, and line management responsible for maintaining the portfolio**

Faithful+Gould recognizes the issues surrounding working in occupied environments. We understand and are committed to minimizing disruption and maintaining a safe and orderly working environment. Additionally, we will plan our efforts in advance and conduct well-integrated, timely communication and project planning in accordance with our COVID-19 precautions.

Faithful+Gould will implement our market-leading methodology and approach to FCAs for City of South Lake Tahoe that exceeds the industry ASTM E2018:15 Standard Guide for Property Condition Assessments.

Six-Phase Methodology and Execution Plan

Faithful+Gould's approach to FCA is key to our success in delivering strategic advice to clients for more than 65 years. Our deliverable is best described through the six phases of our project methodology and plan shown below, which outlines the key high-level tasks and milestones.

Phase 1

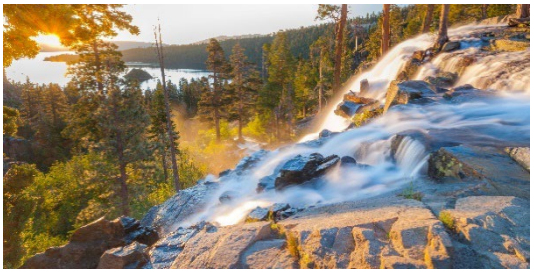
Assessment Planning

The planning phase consists of submission of a detailed milestone project schedule, gathering existing facility asset data and establishing points of communication and access prior to the assessment team's arrival on site.

Working with the various facilities staff, our team will assist and develop project-specific policies and procedures to provide consistent, relevant, and quality product deliverables.

Included in this phase, Faithful+Gould will interview key staff to better understand asset usage, maintenance history, and related items that affect rates of consumption (i.e., wear and tear) that reduces useful life.

This phase will incorporate multiple sources of information to assist the assessment team in making field determinations. Additionally, we will meet with facility staff to understand their data transfer needs.



Our goal is to provide the City of South Lake Tahoe with the information in order to **be strategic and efficient to reduce the current backlog of deferred maintenance**, identify energy conservation measures, and improve the functional aspects of the subject facilities.

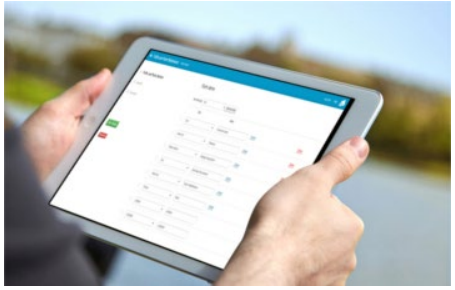
Covid-19 Precautions

Faithful+Gould recognizes the issues surrounding working in occupied environments. We understand and are committed to minimizing disruption and maintaining a safe and orderly working environment. Additionally, we will plan our efforts in advance and conduct well-integrated, timely communication and project planning in accordance with our COVID-19 precautions including local city, county, and state Covid-19 mandates. The project manager at the commencement of each assessment will compile our safety risk assessment plan including a Covid-19 risk assessment. The team will review all identified risks and mitigations and sign off on the plan prior to visiting site. Daily toolbox talks will be held at the beginning of each day to comply with our STEP-BACK policy of stepping back and reviewing the risks associated with the buildings and tasks to be performed that day.

Phase 2

On-Site Data Capture

With knowledge and insight from the planning phase, our assessment team will carry out a thorough condition assessment of all buildings and conduct and update / reconcile the asset inventory of all systems and equipment in accordance with the scope of work. We will utilize the latest mobile computing technologies with the use of handheld iPads. This technology not only provides efficiency in data capture but reassurance that each assessor is working with quality-assured procedures by capturing data in the same way to a pre-defined scope and workflow developed to meet the goals of the project.



Our assessment teams will inspect and carry out a detailed visual assessment of systems and equipment in each building and not just a high-level walkthrough of major systems. We will determine the current condition, average remaining useful life expectancy, assessment of building security, code violations, reason for the deficiency, and effect on the structure or occupancy together with required maintenance and repair works in accordance with the developed scope. This includes performing the assessments in accordance with the ASTM E2018-15 Standard Guide for Property Condition Assessments.

Asset Inventory

With the use of handheld iPads, our assessment teams will inventory maintainable equipment within each building at the more granular Uniformat II level 5 component level. We understand the full digital asset management process where preventative maintenance tasks are performed on system components and not systems, therefore, it's imperative to capture the data during the FCA at the right

level and not the typical system Uniformat level 3. We then prepare all equipment data on a structured flat file spreadsheet mapped to the existing system or future (CMMS) to manage equipment preventative maintenance and ongoing capital needs. Our goal is to provide you with accurate data which the City can utilize across your organization as a basis to maintain the equipment over its lifetime.

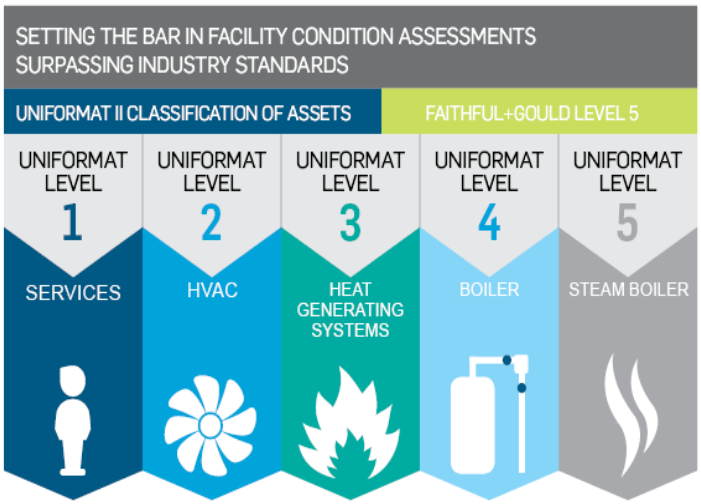
Equipment Barcoding/QR codes: We have facilitated the installation of durable bar codes or an optional QR Code on inventoried equipment for many clients. Barcodes have a minimum 10-year manufacturer's outdoor life and are chemical resistant, tear proof, and smudge proof.

These labels will be sequentially numbered with a barcode format Code39 (or often referred to as Code 3 of 9) symbology which allows the use of digits and characters. The installation of equipment barcodes will not only allow the mobile identification of equipment in the future CMMS system, but a potential re-assessment in five -years' time to be more efficient as assets can be updated by scanning the barcode to bring up the equipment data.

Taking Assessment to a New Level

As part of our standard deliverable, we will utilize the recognized industry hierarchy for classification of assets called UNIFORMAT II which aligns with all major CMMS systems. We understand that **UNIFORMAT II** has three major levels of asset classifications with a suggested Level 4. Faithful+Gould recognizes the need for accurate detailed replacement costs of identified equipment.

Typical condition assessments are conducted at the system Level 3 or 4. **Our standard methodology is based around a more detailed forensic style approach conducting assessment at a more detailed component Level 5 which will provide you with a more accurate replacement schedule and costs plan but also be multifaceted speaking to both the CapEx and the OpEx needs.**



Phase 3

Analysis of Asset Data

Our approach is centered on understanding the component deficiency, failure modes, and triggers of asset equipment, facility systems, and site improvements in order to develop a comprehensive management tool for future implementation of program recommendations. We will evaluate the component lifecycle of each system and equipment over a suggested 5-10-20-year planning horizon or longer depending on the lifespan of the equipment.

When developing a recommended lifecycle assessment, we do not rely upon published statistically estimated useful life (EUL) data, which does not consider site-specific factors. Most assessment programs aim to automate the process of determining the lifespan of equipment by calculating the manufacturer's estimated life with the year in service which is an inaccurate methodology.

Faithful+Gould understands that repairs and asset replacement needs may be required due to several contributing factors including not only **Age (calculated method), but Maintenance Levels, Location,** and the **Utilization** of the asset or system. Our experienced assessors will make the necessary adjustments to the benchmark data to reflect the conditions and factors associated with deficiency to provide a more realistic lifecycle assessment and capital expenditure plan.

For each asset we will determine:

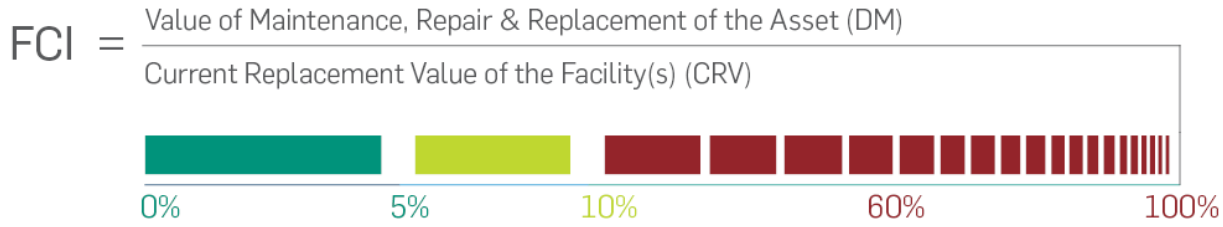
➢ Manufacturer	➢ Unit	➢ Estimated Useful Life (EUL): expected life from the time of installation to expected replacement
➢ Model #	➢ Capacity	➢ Remaining Useful Life (RUL) an evaluation of where the asset sits in its lifecycle and how many years left to replacement
➢ Serial #	➢ Location	➢ Level of Preventative Maintenance: maintenance performed on the asset which may result in an extended life
➢ Install Date	➢ Condition rating	➢ Geographic Location: atmospheric and environmental conditions greatly affect the EUL of equipment
➢ System Type	➢ Current damage, deficiencies, or failure	➢ Utilization Rate: The EUL of assets can be significantly affected by the rate of utilization.
➢ Asset Classification	➢ Last certified inspection	➢ Cause of Failure/Deterioration: Is the asset deteriorating in line with age? Or is some other factor causing an accelerated rate of deterioration?
➢ Tag	➢ Bar/QR Code	➢ Potential for energy conservation measures
➢	➢	➢ Representative Photographs

Data Analysis/Evaluation and Recommendations

Faithful+Gould will analyze the condition data collected and determine the cause and impact of the deficiency on the operation of the facility. We will utilize the Facility Condition Index (FCI) to benchmark asset conditions across the City portfolio. We will calculate the FCI for the facilities, illustrating the current and likely condition of the systems and equipment over time.

The graphic below illustrates the FCI calculation. The higher the value of repairs, the higher the FCI will be.

Example FCI Chart



Facility	Gross Square Footage	Current Replacement Value ($)	Immediate Capital Needs ($)	Total Capital Needs Over 10 Year Study Period ($)	Current Year FCI Rating %	Year 10 FCI Rating %
Boys and Girls Club	32,590	$15,707,000	$1,243,657	$2,562,393	7.9%	16.3%
Center for the Arts	55,000	$16,000,000	$4,166,856	$6,454,611	26.0%	40.3%
Police Sub-station	21,841	$4,368,200	$729,931	$2,421,619	16.7%	55.4%
Municipal Court	32,000	$6,400,000	$359,148	$1,560,710	5.6%	24.4%
City Hall Building A	98,774	$49,387,000	$733,449	$1,915,040	1.5%	3.9%
City Hall Building B	19,714	$8,871,300	$7,829	$261,777	0.1%	3.0%
City Hall Building C	12,940	$6,450,000	$0	$222,246	0.0%	3.4%
City Hall Building D	6,264	$1,252,800	$46,103	$393,479	3.7%	31.4%
City Hall Parking Garage	141,624	$9,913,680	$1,044,611	$3,913,610	10.5%	39.5%
Community Center	37,621	$7,357,935	$2,040,914	$3,259,829	27.7%	44.3%
Desert Breeze Police Sub-Station	21,253	$6,365,400	$6,850	$1,474,369	0.1%	23.2%
Desert Breeze Railroad	4,000	$800,000	$0	$76,999	0.0%	9.6%
Environmental Education Center	11,180	$3,060,000	$349,202	$639,173	11.4%	20.9%
Fire Admin Building	18,700	$3,740,000	$299,414	$688,850	8.0%	18.4%
Fire Station 1	13,816	$2,985,811	$5,000	$214,596	0.2%	7.2%
Fire Station 10	10,264	$2,898,000	$101,292	$673,639	3.5%	23.2%
Fire Station 11	11,045	$2,761,250	$0	$62,783	0.0%	2.3%
Fire Station 2	7,868	$2,060,319	$526,217	$911,114	25.5%	44.2%
Fire Station 3	12,350	$3,276,144	$551,390	$668,276	16.8%	20.4%
Fire Station 4	8,172	$2,027,803	$863,074	$1,187,701	42.6%	58.6%
Fire Station 5	8,320	$2,271,495	$100,786	$222,137	4.4%	9.8%
Fire Support Building	17,060	$4,143,065	$204,656	$1,088,483	4.9%	26.3%
Fire Training	11,250	$1,475,200	$221,651	$505,098	15.0%	34.2%
Fleet/Central Supply	46,330	$11,023,000	$1,538,091	$5,292,278	14.0%	48.0%
Information Technology	17,961	$4,019,460	$580,138	$720,505	14.4%	17.9%
Main Library	64,000	$15,950,361	$2,784,465	$4,037,688	17.5%	25.3%
Main Police Department	77,989	$16,570,732	$2,283,235	$6,869,179	13.8%	41.5%
Totals	819,926	$211,135,955	$20,787,958	$48,298,184	9.8%	22.9%

Priorities

The development of a methodology to determine the priority of each deficiency is crucial to the success of any FCA. Through consultation with the City of South Lake Tahoe's executive team and facilities staff, we will develop a capital asset strategy by creating prioritization and deficiency categories that will be applied to each identified deficiency or action.

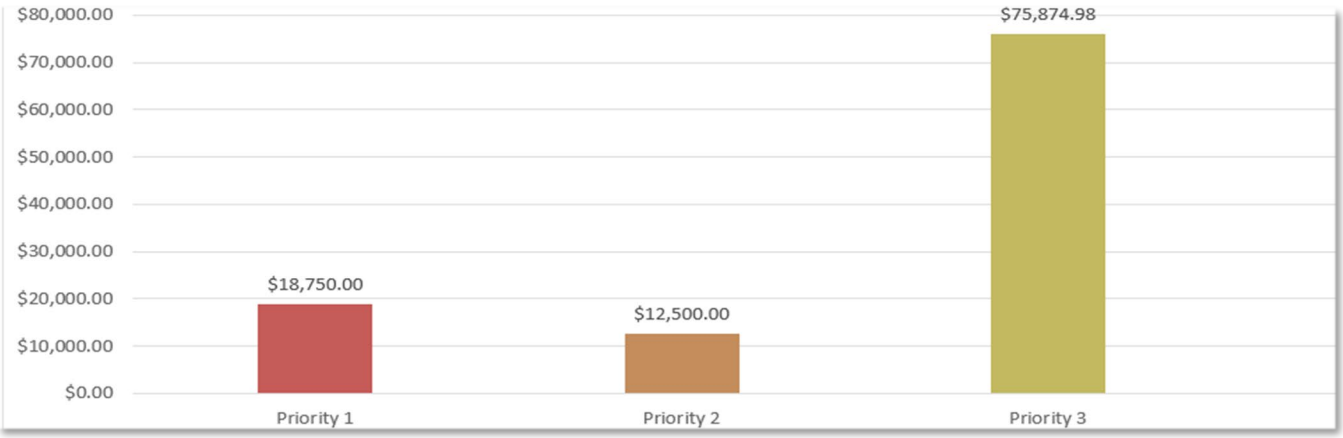
This will create additional consideration factors to provide strategic analysis and stakeholder reporting on different work priorities and potential budget streams.

The priorities and deficiency categories below are suggested and can be applied to each identified repair action. With an understanding of priority criticality of each action, the City of South Lake Tahoe will be able to effectively apply available funding to the most urgent and needed actions, based upon criticality, and will be able to develop a list of less critical actions that could be deferred to future fiscal years.

Priority Categories (Suggested)

Priority 1 Life Safety / Code Compliance / ADA	**Compromises staff or public safety or when a system needs to be upgraded to comply with current codes and standards**
Priority 2 Currently Critical	**A system or component is inoperable or compromised and requires immediate action**
Priority 3 Necessary / Not Critical	**Maintain the integrity of the facility or component and replace those items that will exceed their expected useful life within the study period**

The following is an example of the necessary expenditure required, based on the criticality or priority of the action included in the Executive Summary of each report:



Advanced project prioritization model

Any successful capital plan needs a method of ranking and scoring the priority of each identified deficiency that can be rolled up into executable projects to assist in the decision-making process of competing needs. We often see a standard prioritization as illustrated above ranking deficiencies 1 through 3 based on the criticality of the recommended action and we can follow the prioritization criteria noted in the RFP. We recommend, however, with large programs of capital needs a more informed

prioritization model to provide a more advance ranking of recommended actions. The following table provides a summary of the scoring criteria rating the criticality of the building to the operations. Next, we look at the rating of the systems within the hierarchy on the basis that Fire & Life Safety systems have a higher rating than re-painting a wall for example. The next consideration is the Facility Condition Index (FCI) as those systems that are currently in Poor condition are a higher priority and lastly the Remaining Useful Life (RUL) of the equipment is factored into the overall Prioritization Matrix.

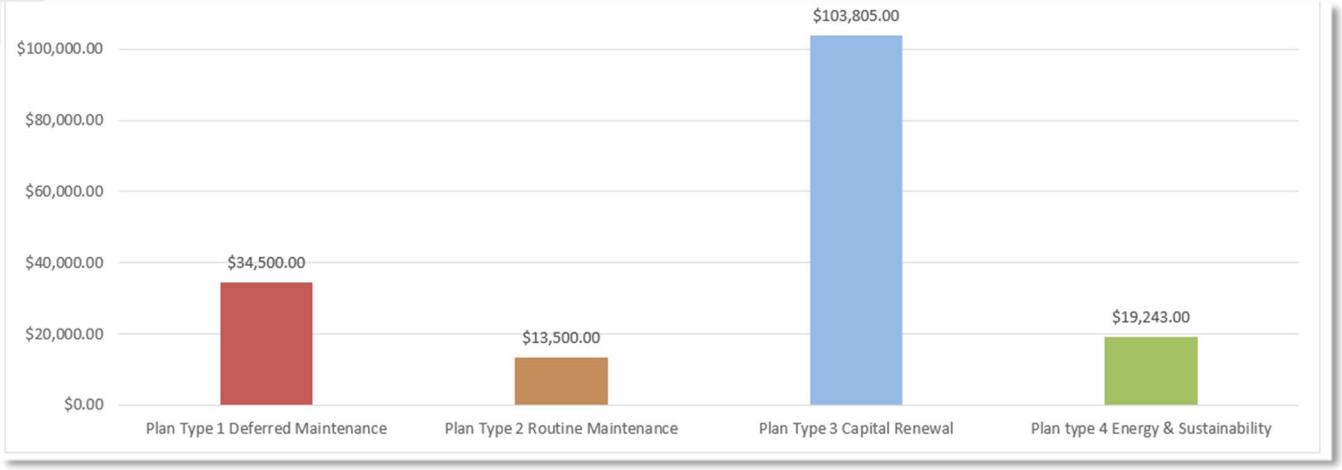
Capital Projects Prioritization Matrix								
Building Rating	Score	Asset Rating	Score	FCI Rating	Score	RUL	Score	Priority Score
High Profile	4	Fire/Life Safety	4	VPOOR	4	0-2 years	4	16
Critical to Operation	3	Critical to Operation	3	Poor	3	3-5 years	3	12
Medium Critical	2	Non to Operation	2	Fair	2	6-7 years	2	8
Non Critical/Support	1	Aesthetics/Finishes	1	Good	1	8-10 years	1	4

Deficiency Categories (Suggested)

We have illustrated below typical or suggested deficiency categories

Plan Type 1 Deferred Maintenance	**Maintenance that was not performed when it was scheduled or past its useful life, resulting in immediate repair or replacement**
Plan Type 2 Routine Maintenance	**Maintenance that is planned and performed on a routine basis to maintain and preserve the condition**
Plan Type 3 Capital Renewal	**Planned replacement of building systems that have reached the end of their useful life**
Plan Type 4 Energy & Sustainability	**When the repair or replacement of equipment or systems is recommended to improve energy and sustainability performance**

The following is an example of the necessary expenditure required based on the suggested plan type criteria included in the executive summary of each report:



Cost Estimating

Our assessors are supported by a consistent group of professional cost estimators with experience supporting government clients. This group will be responsible for developing cost estimates for all repair and replacement projects that arise from the FCA. They will leverage historic data to develop accurate and defensible opinions of cost during this program. One of the fundamental aspects of a successful FCA program is the accurate costing of recommendations. This is even more important when dealing with smaller facilities.

Our local market knowledge and cost estimating expertise services sets our service offering apart from other vendors. We have one of the most comprehensive databases of unit rate costs outside of national publications. Our team will use this data, as well as cost data from RS Means, to provide relevant and accurate pricing. Cost estimates will be provided with line-item capital expenditure forecast included in the data migration into the CMMS System and each FCA report. The repair / replacement costs we provide the City will be a powerful tool in developing project budgets and requesting funding.

Our understanding of local markets and the nuances of executing work for government clients as well as our extensive historical cost data will all be factored into our budget recommendation. This means your funding requests are accurate and defensible and project budgets are realistic, making effective use of every dollar requested and spent.

Example Build-up of Soft-Costs	
General Requirements	1%
General Conditions	13%
GC Profit	6%
Insurance	2%
Payment & Performance bond	1%
PM	10%
A&E Design fee	10%
Permit fees	2%
Total Soft Costs	**45.00%**

We recommend for budgeting purposes, either applying an average estimated soft cost percentage across the board to all the construction project costs as the example breakdown below or condition analysis of the strategic plan to determine the procurement strategy and apply a typical percentage soft cost to the applicable projects.

Phase 4

Data and Report Preparation

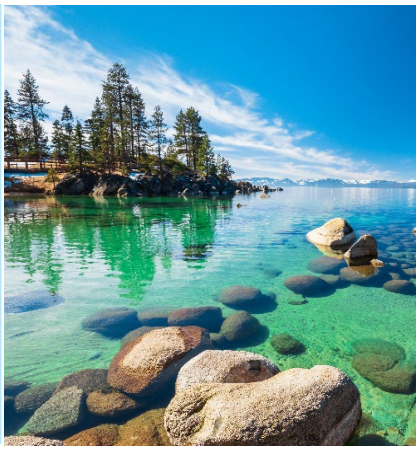
We will prepare comprehensive narrative and statistical reports for each facility. The focus of the reports will be to provide comprehensive and defendable information that will support strategic decisions about the economic use and viability of facilities and assets with charts that will summarize the prioritized budget expenditure for repair, maintenance and lifecycle component replacement needs in the form of reserve studies. We will develop cost information supporting the inventory and replacement value of the assets.

Appendices will contain structured spreadsheets with capital asset inventory data, cross-referenced digital photo logs in support of the deficiencies noted during the assessment, methodologies, scope and definitions used.

We will prepare and issue, in addition to the individual building reports, a combined executive report pulling together all the results and needs across the City of South Lake Tahoe buildings into one holistic report for stakeholder reporting.

All data produced as part of the site assessment and report development will be exported into flat mapping file spreadsheets containing asset lifecycle deficiencies together with maintainable equipment data which can be used to upload into the clients CMMS system.

The repair / replacement costs we provide the City of South Lake Tahoe will be a powerful tool in developing project budgets and requesting funding. For example, if replacing the roof of an 80,000 square foot facility within the City of South Lake Tahoe would provide a $sf costs. What a statistical approach does not take into account is the specific location of the facility or the impact of labor and material costs, the needs for asbestos abatement, etc**. Our understanding of local markets and nuances executing work for multiple California cities, as well as our extensive historical cost data, will all be factored into our budget recommendation.** This means your funding requests are accurate and defensible and project budgets are realistic, making effective use of every dollar requested and spent.



Phase 5

Quality Assurance Review

The Faithful+Gould team will perform a management overview function throughout the project, so activities meet the commitments and the intent of the State. Faithful+Gould has implemented various internal procedures related to work quality. We have successfully completed the Lloyds Registered Quality Assurance Registry and hold the following certifications: ISO 9001 for Quality Management Systems (QMS), ISO 14001 for Environmental Management Systems (EMS) and OHSAS 18001 for Occupational Health & Safety Management Systems (SMS).

We will utilize the strict quality standards in accordance with our ISO 9001 quality assurance practice. For this project, Joe Kotila will take a leadership role in overseeing that our internal processes are maintained and that industry-recognized standards are current. We recognize the importance of a collaborative approach and value client input and feedback at key milestones of the project. Reports will be issued to facility staff on a phased basis throughout the duration of the project. Our project team will meet with facility staff and walk through the initial phase reports to provide an opportunity to review the content and layout and make any necessary amendments to the deliverable. The client will also have the opportunity to engage in client reviews of each phase throughout the course of the project to make sure the project and deliverables are meeting their expectations.

Phase 6

Preparation of Strategic Plan

Our FCA service will provide City of South Lake Tahoe with a solution to support your business decisions. We will work with, and assist in preparing, a strategic plan to correct the deficiencies and actions identified through the assessments.

The plan will provide a foundation for informed decision making with regard to asset, facility, and infrastructure condition, multi-year capital budgeting, cost-saving measures, capital project planning, and functional adequacy.

Our methodology and approach will address the cycle of backlog maintenance and escalating reactive and preventative maintenance. The FCA and Strategic Expenditure plan will result in a higher maintenance and capital improvement budget.

Our work with the City of Manhattan Beach team, for example, converted the FCA data into a strategic capital planning tool identify prioritized projects and grouping them into meaningful executable projects with budget projections that fed into the CIP budget process that we presented to the City Council.

Deliverables

We reconfirm that we will deliver:

- A baseline assessment of existing and future condition and lifecycle replacement of all systems and equipment at the component level
- An analysis of the current deferred maintenance needs
- A FCI score for each building across the portfolio
- An advance prioritized capital and repair plan which assists in the process of making decisions about the priority of the capital plan involving multiple criteria and multiple parties
- Comprehensive written FCA reports for each building
- An executive summary report aggregating the results of the individual building report, which provides a holistic city-wide view of the needs
- Stakeholder City Council presentation of results
- An updated equipment inventory of maintainable equipment
- Refreshed barcodes to all maintainable equipment if needed
- Options for continuing a digital asset management journey

Applying our experience

› In our work with the Architect of the Capitol (AOC), we prioritize all proposed maintenance projects by risk.

› All funding requests for AOC projects must go to Congress for approval. By providing clarity on the consequence on inaction in our report, there is a real understanding of why a particular project is high risk, and a higher likelihood of approval.

› The value of the level of detail in our assessments was also realized by the State of Utah. What began as a $250,000/year contract to meet a statutory requirement has grown by approximately 500% due to the improvements we have implemented.

› Our condition assessment reports have helped multiple state agencies make cases for funding and secure that funding to improve building conditions.

Schedule

We have provided our proposed draft schedule / timeline for tasks to be accomplished and deliverables to be provided. Our team has many years of experience executing FCA project schedules and, although the kickoff is tight, we do not anticipate any schedule issues during the project.

Draft – Project Timeline				
Set-up	**Activity**	**Start**	**Finish**	**Duration**
	Contract Prep and Signing * assumed	08/08/2022	08/19/2022	10
	Project Set-Up and Planning	08/22/2022	09/02/2022	10
	Existing Data Gathering	08/22/2022	09/02/2022	10
	Pre-Inspection Meeting and Kick-Off	09/05/2022	09/05/2022	1
Assessment	**ASSESSMENT PHASE 1**			
	Activity	**Start**	**Finish**	**Duration**
	Site Assessment	09/5/2022	09/09/2022	5 days
	Report Production	09/12/2022	09/30/2022	3 weeks
	QC Review	10/03/2022	10/07/2022	1 week
	Client Review	10/10/2022	10/21/2022	2 weeks
	Issue Final Reports	10/24/2022	10/28/2022	1 Week
	ASSESSMENT PHASE 2			
	Activity	**Start**	**Finish**	**Duration**
	Site Assessment	10/03/2022	10/07/2022	5 days
	Report Production	10/10/2022	10/28/2022	3 weeks
	QC Review	10/31/2022	11/04/2022	1 week
	Client Review	11/04/2022	11/11/2022	2 weeks
	Issue Final Reports	11/14/2022	11/18/2022	1 Week
	Presentation to Stake Holders	TBD		

Faithful+Gould will work closely with the City's project leader and key stakeholders to ensure an agreeable schedule that is minimally disruptive to City staff, visitors, and the general public. We will partner with the City to review each Facility Condition Assessment Report.

In addition to our standard Facility Condition Assessment deliverable, Faithful+Gould offers supplemental services that can provide the City robust help to analyze and understand its portfolio of buildings. We have outlined one of our supplemental services on the following page.

Supplemental Services

Decarbonomics – Accelerating your journey to NetZero

Decarbonomics is a new service offering from SNC-Lavalin, Atkins and Faithful+Gould, providing a data-driven portfolio level approach to removing carbon from the built environment. It enables owners and occupiers of building portfolios of any scale (whether they own or lease them), to successfully decarbonize their entire building estate through the development and implementation of cost-effective and program-optimized net zero pathways.

By combining the project management and cost management expertise of Faithful+Gould with the design and engineering excellence of Atkins, the result is a powerful proposition that makes decarbonization a financial and practical reality for building portfolio owners and occupiers.

How does it work?

Our approach is based on a three-stage process: -

Stage 1: Benchmark

Capture, structure, and manage client portfolio data to gain a deeper understanding of their properties, benchmark current performance, and create a framework to maximize the value of their data.

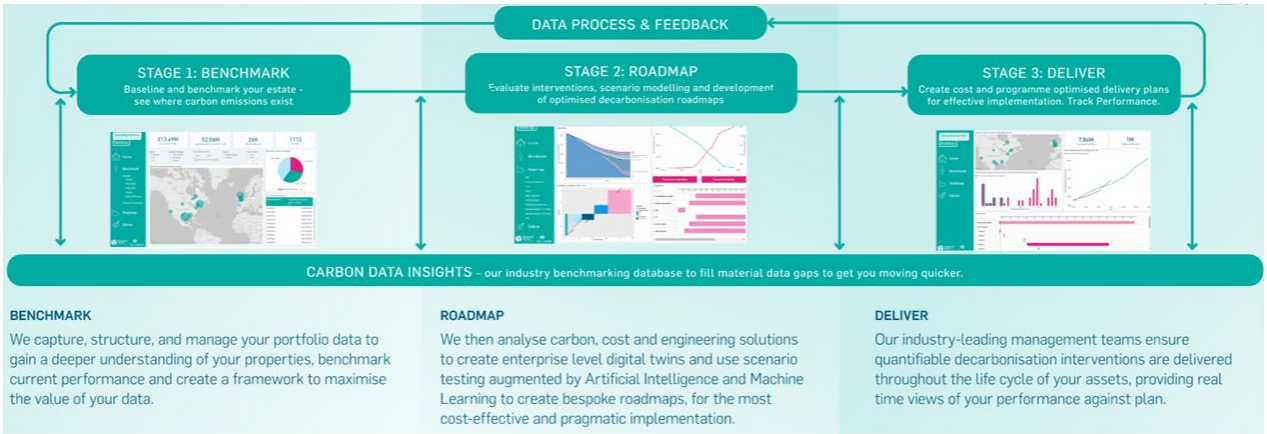
Stage 2: Roadmap

Analyze carbon, cost, and engineering solutions to create enterprise level digital twins. In addition, we use scenario testing augmented by artificial intelligence and machine learning to create bespoke roadmaps for the most cost-effective and pragmatic implementation.

Stage 3: Deliver

Our industry-leading management teams ensure quantifiable decarbonization interventions are delivered throughout the life cycle of the client's assets, providing real-time views of their performance against the plan.

3 Steps to Decarbonize your Building Portfolio



The three-stage approach is underpinned by Carbon Data Insights, our industry benchmarking database to fill material data gaps to get clients moving more quickly.

Decarbonomics builds on and integrates our deep capability providing professional service support across the whole life cycle of the built environment in the public and private sectors.

What are the key features and benefits?

Decarbonomics is an end-to-end service, providing whole life support across three core areas of benchmarking, road mapping and delivery. Our ground-breaking service brings together people, data and technology to provide the following features and benefits.

- An enterprise level view of the client's current carbon baseline and benchmarked performance.
- Industry-leading programme management systems to create cost and program optimized delivery plans, and the ability to track performance.
- End-to-end expertise and advice on the wide array of interventions and options for optimizing your decarbonization journey.
- Industry-leading programme management and asset management tools and processes, integrated into an unprecedented decarbonization platform.
- A simple and fully dynamic end-to-end dashboard enabling clients to track and drill down on estates performance at any stage of the journey.

Decarbonomics has also been developed to provide the required information to support the development of robust investment cases to help our clients secure the necessary finances and funding needed to deliver a Net Zero future

How is it different to what's currently available?

- For the first time, Decarbonomics from SNC-Lavalin will provide clients with a complete picture of carbon presence across their entire building estate, whatever the size and scale through accessible and easy to use interactive dashboards.
- Decarbonomics is the first end-to-end solution enabling organizations to accelerate their net zero plans into delivery in the most cost and program effective way, while minimizing risk and maximizing investment and funding opportunities.
- Decarbonomics is market ready and can be delivered today without the need for clients to invest in additional technology or resources. We deliver end-to-end.
- Carbon Data Insights provides a diverse mix of global open-source benchmark databases as well as SNC-Lavalin's own rich building data library to fill in gaps in any data

D. Code Familiarity

D. Code Familiarity

Faithful+Gould uses the Department of Commerce's Uniformat II code of organization and hierarchy to identify and categorize the city's building components.

All identified assets will be captured and organized via Uniformat II code providing a united framework for ease of understanding and review of key findings. Additionally, the assessment team will apply their knowledge of relevant building codes of the **Building Standards Commission including 2022 California Building Code (Title 24 Part 2**) which is a fully integrated, California-specific building code based on the 2021 International Building Code and current ADA standards as included in the ASTM E-2018 15 standard for Facility Condition Assessments. We will present to the city key findings that highlight code compliance deficiencies.

E. Project Budget

E. Project Budget

As per RFP requirements, we have included the fee as lump sum, Exhibit B below, followed by a more detailed break-down of our proposed fee.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$** 129,210
Hourly Rate:	**$** 46 **/hour**
Travel and out-of-pocket expenses	**$** 8,000

(Travel is included in the TOTAL (not to exceed amount)

TOTAL (not to exceed)	**$** 129,210

TIMELINE For Timeline, please see Schedule on page 34 of the proposal document

DETAILED FEE BREAKDOWN

Facility #	Facility	Address	GSF	Site Hrs	Report	Total Assessor Hrs	QC	PM	Total Hrs	Assessor	QC	PM	Net fee	Rate/SF
1	Fire Station 4(Airport)	901LisaMaloftWay	3,111	2	16	18	2	1	21	$145	$135	$145	$3,025	$0.97
2	Airport Terminal-City Hall	1901LisaMaloftWay	39,100	4	24	28	4	1	33	$145	$135	$145	$4,745	$0.12
3	Hangars(6Rows)	1901LisaMaloffWay	66,656	6	24	30	4	1	35	$145	$135	$145	$5,035	$0.08
4	Airport Maintenance Shop	1901LisaMaloffWay	3,645	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.87
5	Airport Calstar Building	1901LisaMaloffWay	1,000	1	8	9	2	1	12	$145	$135	$145	$1,720	$1.72
6	Airport FBO Building	1901LisaMaloftWay	3,650	2	8	10	2	1	13	$145	$135	$145	$1,865	$0.51
7	Airport-Large hanger1	1901LisaMaloffWay	4,000	2	8	10	2	1	13	$145	$135	$145	$1,865	$0.47
8	Airport-Large hangar2	1901LisaMaloftWay	4,000	2	8	10	2	1	13	$145	$135	$145	$1,865	$0.47
9	Airport-Generator Outbuilding	1901LisaMaloftWay	300	1	8	9	2	1	12	$145	$135	$145	$1,720	$5.73
10	Motor Pool MTV Fleet Facility	1700DStreet	161,216	16	32	48	4	1	53	$145	$135	$145	$7,645	$0.05
11	CinderBarn	1700DStreet	4,096	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.77
12	PublicWorksOffices	1740DStreet	12,238	3	24	27	2	1	30	$145	$135	$145	$4,330	$0.35
13	Carpenter ShopV Paint Shop	1678ShopStreet	2,900	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.09
14	Transit-Wash Bay	1663ShopStreet	2,880	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.10
15	Transit-Repair Shop	1669ShopStreet	2,600	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.22
16	Tranist-TireShop/Admin	1679ShopStreet	3,000	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.06
17	FireStation2	2951LakeTahoeBlvd	3,491	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.91
18	Police Department	1352 Johnson Lane	17,554	3	24	27	4	1	32	$145	$135	$145	$4,600	$0.26
19	Fire Training Center(ScoutLodge)	1195RufusAllen	2,520	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.26
20	Rufus Corp Yarch StreetsS hop	1160RufusAllenBlvd	3,460	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.92
21	Parks/Signs hop	1150RufusAllenBlvd	2,612	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.21
22	Senior Center(County Owned)	3050LakeTahoeBlvd	9,100	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.35
23	Art Building(County Owned)	3062LakeTahoeBlvd	1,098	3	16	19	2	1	22	$145	$135	$145	$3,170	$2.89
24	Museum(County Owned)	3058LakeTahoeBlvd	1,782	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.78
25	Scout Lodge Portable	1195RufusAllenBlvd	1,000	3	16	19	2	1	22	$145	$135	$145	$3,170	$3.17
26	Lakeview Commons Restroom/Co	999LakeviewBlvd	2,541	3	16	19	2	1	22	$145	$135	$145	$3,170	$1.25
27	ElDorado Beach Restrooms\Office	1004LakeviewBlvd	1,000	1	8	9	2	1	12	$145	$135	$145	$1,720	$1.72
28	Regan Beach Restrooms	3199SacramentoAve.	1,296	2	16	18	2	1	21	$145	$135	$145	$3,025	$2.33
29	Bijou Park Restrooms	1201AlTahoeBlvd.	840	1	8	9	2	1	12	$145	$135	$145	$1,720	$2.05
30	Bijou Gazebo(Rotary)	1201AlTahoeBlvd.	1,250	3	16	19	2	1	22	$145	$135	$145	$3,170	$2.54
31	Bijou Gazebo(Krwanis)	1201AlTahoeBlvd.	962	1	8	9	2	1	12	$145	$135	$145	$1,720	$1.79
32	Community Playfield Restrooms	1300AlTahoeblvd	1,100	1	8	9	2	1	12	$145	$135	$145	$1,720	$1.56
33	Little League Restrooms	1195RufusAllenBlvd	200	1	4	5	2	1	8	$145	$135	$145	$1,140	$5.70
34	Golf Course Club House	3464FairwayAve	700	1	8	9	2	1	12	$145	$135	$145	$1,720	$2.46
35	Campground GateHouse	1150RufusAllenBlvd	200	1	8	9	2	1	12	$145	$135	$145	$1,720	$8.60
36	WaterTower-Campground	1150RufusAllenBlvd	600	1	8	9	2	1	12	$145	$135	$145	$1,720	$2.87
37	Eloop Cabin	1150RufusAllenBlvd	300	1	4	5	2	1	8	$145	$135	$145	$1,140	$3.80
38	Floop Restroom	1150RufusAllenBlvd	200	1	4	5	2	1	8	$145	$135	$145	$1,140	$5.70
39	Cloop Restroom	1150RufusAllenBlvd	200	1	4	5	2	1	8	$145	$135	$145	$1,140	$5.70
40	Eloop Restroom/Shower	1150RufusAllenBlvd	1,240	2	16	18	2	1	21	$145	$135	$145	$3,025	$2.44
41	BLoop Restroom/Shower	1150RufusAllenBlvd	1,240	2	16	18	2	1	21	$145	$135	$145	$3,025	$2.44
42	FireStation1	1252SkiRunBlvd	5,216	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.61
43	State lineTransitCtr/ExploreTahoe	4114LakeTahoeBlvd	5,817	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.54
44	FireStation3	2101LakeTahoeBlvd	5,000	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.63
45	Services Center	1052TataLane	7,440	3	16	19	2	1	22	$145	$135	$145	$3,170	$0.43
46	South Wye Transit Center	1022EmeraldBayRoad	459	1	8	9	2	1	12	$145	$135	$145	$1,720	$3.75
			394,810	120	632	752	100	46	898				$129,210	$0.33

Appendix A

Team Resumes

Dean Leonard MRICS, MCIOB

Project Director

Bio: Dean is experienced in all aspects of construction ranging from design, cost, project management, and contract administration to facility condition, energy, and sustainability assessments. He has been responsible for the management and assessment of prestigious portfolios of buildings worldwide. He brings invaluable experience in managing teams of assessors, prioritizing work programs, and preparing capital budgets and life cycle cost plans together with assisting clients in their capital and sustainability strategies**.**

Relevant experience includes:

City of Novato, City-Wide Facility Condition Assessment and Maintenance Analysis; Novato, CA

Dean project managed a city-wide FCA and maintenance analysis project to assist the city in developing a very detailed report that is used by the city as an important long- and short-term tool to efficiently manage their facilities. This report outlined a master plan for ongoing and major facility improvements over the next 25 years. It also established a building lifespan and replacement analysis.

City of Daly City, City-wide Facility Condition Assessment; Daly City, CA

Dean served as the project lead on this facility condition assessment which included 32 properties totaling 320,000 square feet. The assessment included an inventory of all maintainable equipment and its entry into a spreadsheet for upload to the city's existing CMMS system.

City of Alameda, City-Wide Facility Condition Assessment; Alameda, CA

Dean project managed a city-wide FCA for the city's buildings which included a two-year and ten-year capital improvement program plan.

City of Sausalito, Facility Condition Assessment Services for the MLK Campus; Sausalito, CA

Dean managed an FCA project for the city's MLK Campus that was comprised of 17 acres with properties dedicated to recreational purposes.

City of Los Altos, Facility Condition Assessment; CA

Faithful+Gould performed facility condition assessments for 40 buildings in the City of Los Altos. Facilities included police and fire stations, recreational facilities, libraries, museums, administrative buildings, storage / garage facilities, gymnasiums, day care facilities and a theater.

City of Carson City, Facility Condition Assessment, Carson City, NV

Dean managed a comprehensive facility condition assessment and a sitework and hardscape assessment of the city's buildings and parks. Our assessments provided the City with tangible and accurate asset data that will be directly mapped to their CMMS system, as well as comprehensive strategic plan for facilities funding. The City of Carson City maintains a varied portfolio of about 164 buildings and real estate ranging from bucolic and rugged parks on the shores of Lake Tahoe to many administrative and support buildings surrounding the Nevada state capital.

Education

B.S., Building Surveying, Leeds Metropolitan University, England

Licenses / Certifications

Member, Royal Institute of Chartered Surveyors (MRICS)
Member, Chartered Institute of Building (MCIOB)

Years of Experience

33

City of Long Beach, City-wide Facility Condition Assessment; CA

Dean was the project lead for the facility condition assessments of over 367 buildings in the City of Long Beach. Facilities included public works, municipal services, fire departments, municipal utility services, police stations, health services, parks and recreational facilities, and administrative buildings.

City of Huntington Beach, City-Wide Facility Condition Assessment; Huntington Beach, CA

Dean led the Faithful+Gould team that was selected to perform a “no bid” pilot facility conditional assessment for the City of Huntington Beach based on a strong referral from the City of Long Beach. The initial assignment involved assessment of the City Hall, fire and police department headquarters, public works, and the lifeguard and junior lifeguard stations. Initial assessments have been completed and draft reports, along with a combined executive summary, are currently under review by the City. Once the City review is completed and final reports are issued, notice to proceed on the balance of city facilities is expected to be forthcoming.

City of Manhattan Beach, City-Wide Facility Condition Assessment, Environmental and Seismic assessment; CA

Dean project managed a city-wide FCA to assist the city in developing a capital reserve and maintenance plan. The assessment included an environmental inspection and testing of selected buildings and parks, together with a seismic assessment of selected city buildings utilizing the rapid visual screening methodology. The scope included identifying and documenting both physical and operational deficiencies in each building, providing the estimated average remaining useful life and cost of replacement for each, identifying the FCI for each building, and comparing the estimated costs of repairs to the projected cost of replacing the facility.

City of Culver City, City-wide Facility Condition Assessment; CA

Dean was the project lead for the facility condition assessments of 26 buildings in the City of Culver City. Facilities included police and fire stations, recreational facilities, libraries, museums, administrative buildings, storage / garage facilities, and municipal services.

City of South Pasadena, City-wide Facility Condition Assessment; CA

Dean was the project lead for the facility condition assessments of 11 buildings in the City of South Pasadena. Facilities included police and fire stations, City Hall, recreational buildings, libraries, and a public works yard, among others.

City of Commerce, Comprehensive FCA of City-Wide Facilities; Commerce, CA

Faithful+Gould performed facility condition assessments for the City of Commerce. The assessment consisted of approximately 320,000 square feet of city-owned buildings including City Hall, storage facilities, community centers and libraries.

City of Carlsbad, City-Wide Facilities Condition Assessment; Carlsbad, CA

Dean managed the FCA for 91 properties, including 10 parks to assist the city finance department in developing a capital reserve plan. The assessment included identifying and documenting both physical and operational deficiencies in each building, providing the estimated average remaining useful life and cost of replacement for building equipment and systems, identifying the FCI, and comparing the estimated costs of repairs to the projected cost of replacing the facility.

Pat Hagan

Project Manager

Bio: Pat is experienced in all aspects of design, construction, and facility management and assessment. He brings over thirty years of expertise in project management, asset management and assessment, life cycle analysis, and capital planning with special emphasis on the public and aviation sectors.

Relevant experience includes:

City of Los Altos, Facility Condition Assessment; CA

Pat co-managed a city-wide FCA to assist the city in developing a capital reserve and maintenance plan. The scope included identifying and documenting both physical and operational deficiencies in each building, providing the estimated average remaining useful life and cost of replacement for each, identifying the Facility Condition Index (FCI) for each building, and comparing the estimated costs of repairs to the projected cost of replacing the facility.

City of Long Beach, City-wide Facility Condition Assessment; CA

Pat led the assessment team to provide FCAs on select facilities of over 367 buildings in the City of Long Beach. Facilities included public works, municipal services, fire departments, municipal utility services, police stations, health services, parks and recreational facilities, and administrative buildings.

City of Huntington Beach, City-Wide Facility Condition Assessment; Huntington Beach, CA

Pat provided FCA services as part of the Faithful+Gould team that was selected to perform a “no bid” pilot facility conditional assessment for the City of Huntington Beach based on a strong referral from the City of Long Beach. The initial assignment involved assessment of the City Hall, fire and police department headquarters, public works, and the lifeguard and junior lifeguard stations. Initial assessments have been completed and draft reports, along with a combined executive summary, are currently under review by the city. Once the city’s review is completed and final reports are issued, notice to proceed on the balance of city facilities is expected to be forthcoming.

City of Culver City, City-wide Facility Condition Assessment; CA

Pat led the assessment team to provide FCAs on select facilities of 26 buildings in the City of Culver City. Facilities included police and fire stations, recreational facilities, libraries, museums, administrative buildings, storage / garage facilities, and municipal services.

City of South Pasadena, City-wide Facility Condition Assessment; CA

Pat is providing FCA services of 11 buildings in the City of South Pasadena. Facilities included police and fire stations, City Hall, recreational buildings, libraries, and a public works yard, among others.

City of Commerce, City-Wide Facility Condition Assessment; CA

Pat is part of a team providing services to the City of Commerce for a comprehensive city-wide FCA. Areas of discipline include architectural, building, structural, mechanical, electrical, telecommunications, utilities, plumbing, and hazardous materials. The purpose of the assessment is to review, appraise, and assess the above applicable disciplines in relation to the City’s facilities. It will also include

Education

B.S., Architecture, University of Minnesota

Years of Experience

33

corrective recommendations, budget estimates for any corrective work, and an estimated schedule or timetable for the completion of all recommended corrective work. The assessment will provide the City the necessary information, data, and knowledge with respect to conditions of its capital facilities. It will serve as the basis for City management to make informed decisions as to the renovation, repair, or replacement of facilities.

City of Phoenix - Sky Harbor Airport; Phoenix AZ

Pat led the assessment team providing facility condition assessment services for thirteen buildings at the Goodyear Airport along with Terminal 2, EDS and Terminal 3 Parking at Sky Harbor. The scope included all architectural, mechanical and electrical systems.

City of Goodyear, City-wide Facility Condition Assessment; Goodyear, AZ

Pat led the assessment team to provide city-wide Facility Condition Assessment (FCA) services for 20 buildings encompassing 150,000 square feet that included police and fire, public works, administration, parks, recreation centers, and fleet services. Faithful+Gould successfully engaged with stakeholders at all levels in physically assessing assets and identifying deferred maintenance, capital renewal, safety and security actions, as well as prioritization of works.

City of Scottsdale, City-wide Facility Condition Assessment; Scottsdale, AZ

Pat led the assessment team to provide FCAs on select facilities, along with staff training on the FCA methodology and assessment process. Full FCAs were performed encompassing 180,000 square feet at the Civic Center Plaza and City Hall facilities that identified multiple deferred maintenance and capital renewal actions. During that time, multiple training sessions were conducted throughout the year with city staff across a broad cross section of facilities that included fire stations, community centers, police stations, and public works yards.

Stanford School of Medicine, Page Mill, Facility Condition Assessment Palo Alto, CA

Pat provided project leadership and client interface for the facility condition assessment services for the Stanford School of Medicine Page Mill building. This project was instrumental in helping Stanford understand the Facility Condition Index and future funding strategies for maintenance and repair.

California Department of Justice - Crime Labs; Statewide

Pat performed facility conditional assessment services and life cycle analysis for eleven crime labs to include all architectural, mechanical, and electrical systems statewide.

San Diego County Regional Airport Authority (SDCRAA); San Diego, CA

Pat led the assessment team in the development of a life cycle analysis and ten-year capital requirements for 32 buildings encompassing over two million square feet including three passenger terminals, passenger boarding bridges, and the baggage handling system. The Faithful+Gould work product is currently being incorporated into the SDCRAA Airport Development Plan.

Wing Long

Chief Cost Estimator

Bio: Wing's experience includes oversight of budget cost plans, design phase cost estimates and budgeting, cost management, value engineering, construction cost controls, and the finalization of project accounts. He has supervised services for aviation projects valued up to $6 billion. Wing has been instrumental in working with project design teams and Owner Clients to keep designs within scope and budget.

Relevant experience includes:

City of Long Beach, City-wide FCA; Long Beach, CA

Wing provided cost estimates on select facilities of over 367 buildings in the City of Long Beach. Facilities included public works, municipal services, fire departments, municipal utility services, police stations, health services, parks and recreational buildings, and administrative buildings.

City of Santa Monica, Public Safety Building; Santa Monica, CA

Wing provided cost estimates for a new, award-winning four-story headquarters for the City's police and fire departments. The building includes jail facilities and state-of-the-art Emergency Operation Center (EOC) / 911 centers. The project is pursuing LEED Silver certification.

City of Los Angeles, Pan Pacific Park, Phases I and 2; Los Angeles, CA

Wing provided cost estimates for site improvements on nine acres and a new 24,000 square foot multipurpose recreation center in Phase 1. Phase 2 included extensive renovations for a new 13,000 square foot senior center.

City of Campbell, City Hall Structural Upgrade, Estimating; Campbell, CA

Wing provided cost estimating serviced for the City Hall's structural upgrades. The scope in general consists of adding plates or straps at selected beam connections and along exterior walls at floor and roof levels. The building was built in 1970's. It is a two-story structure of approximately 32,000 square feet.

City of Chandler, City-wide FCA; Chandler, AZ

Wing provided cost estimates on this city-wide FCA which included 44 buildings encompassing 1.5 million square feet. Faithful+Gould provided Chandler with a comprehensive report detailing the health (Facility Conditional Index or FCI) of each building and the city collectively, along with a 10-year projection of anticipated capital expenditures by year.

Salt Lake County - Salt Lake County Government Center; Salt Lake City, UT

Wing provided cost estimates for the facilities, grounds, and miscellaneous structures on County of Salt Lake property. The assessments included an asset inventory, identification of current facility condition deficiencies, recommended corrections for all deficiencies, cost estimates for corrections, and a forecast of future capital renewal costs upgrade needs and costs. These services assisted the County in important budget and maintenance decisions. The assessments and the efficacy of the resulting reporting assisted facilities management in demonstrating to County leadership the needs of individual County agency's assets and the resources and funding required.

Education

B.S., Quantity Surveying, University of Witwaterstand, Johannesburg, South Africa

Licenses / Certifications

Certificate of the Institute of Valuers

Professional Affiliations

Asian American Architects and Engineers Association (AAa/e), Board of Directors
South African Council for Quantity Surveyors
American Association of Airport Executives, Board of Directors

Years of Experience

29

Joe Kotila PMP®

Quality Assurance Manager

Bio: Joe has 15 years of experience in facilities, real estate finance, and project management. Formerly the Director of Facilities and Construction for the Arizona College of Nursing and the Facility Manager for the City of Scottsdale, Joe builds off his strong background in facilities capital finance and management to lead project and quality control teams. Providing strict project controls, Joe ensures that client deliverables adhere to project scope and maintain Faithful+Gould's high standards. Having served as a both a facility assessor and quality control manager, he provides end-to-end quality management that capitalizes on his project management (PMP®) and FCA experience. Joe manages a team of highly effective project quality managers (PQMs) who are committed to providing world-class deliverables to our clients.

Relevant experience includes:

City of Daly City, City-Wide FCA; CA

Joe provided extensive quality controls for the multi-phase assessment of municipal buildings. He applied his knowledge of local market bench marking of other California municipal organizations to provide a 10-year comprehensive facility needs forecast of both deferred maintenance and capital renewal expenditures.

City of Carson City, Facility Condition Assessment, Carson City, NV

Joe provided facility condition assessment and sitework and hardscape assessment services for the city's buildings and parks. Our assessments provided the City with tangible and accurate asset data that will be directly mapped to their CMMS system as well as comprehensive strategic plan for facilities funding.

City of Long Beach, City-wide Facility Condition Assessment; CA

Joe is part of the Faithful+Gould team to provide FCAs on select facilities of over 367 buildings in the City of Long Beach. Facilities included public works, municipal services, fire departments, municipal utility services, police stations, health services, parks and recreational buildings, and administrative buildings.

City of South Pasadena, City-wide FCA; CA

Joe provided quality assurance services for 11 facilities, totaling 62,755 square feet in the City of South Pasadena. Information provided in the assessment included the component's age, useful life, associated costs, and prioritization based on replacement schedule.

City of Commerce, City-Wide FCA; CA

Joe served as quality control / quality assurance manager for the city-wide FCA in Commerce, CA. The assessment consisted of approximately 320,000 square feet of City-owned buildings including City Hall, storage facilities, community centers and libraries.

City of Scottsdale, City-wide FCA; AZ

Joe provided services as a consultant working directly with city staff to develop a FCA program and train 40+ city staff on FCA fundamentals, practices, and procedures. This public-private partnership enabled the city to continually assess and analyze their portfolio of 300+ buildings.

Education

B.S., Housing and Real Estate, University of Minnesota
M.S., Project Management, University of Kansas

Certifications

Certificate in Sustainble Business Strategy - Harvard Business School Online
Project Management Professional (PMP®) Certification
OSHA 10 Certification - Occupational Safety and Health Administration (OSHA)

Professional Affiliations

Member, Project Management Institute (PMI)
Member, International Facility Management Association (IFMA)
Immediate Past President, Arizona Government Facilities Alliance (AGFA)

Years of Experience

15

Stanford School of Medicine, Page Mill, Facility Condition Assessment Palo Alto, CA

Joe provided quality management services for the Stanford School of Medicine Page Mill building.

John Wayne Airport, FCA; Santa Ana, CA

Joe provided project controls and quality management for this project. Working closely with the assessment teams, Joe applied Southern California local market knowledge to develop client specific pricing and forecast scenarios for passenger terminals, support buildings, and parking structures.

Salt Lake County, County-wide FCA; Salt Lake City, UT

With a multi-year, multi-phase comprehensive assessment undertaken, Joe provided quality control and project management expertise for a wide range of county-owned buildings. As part of this project, Joe provided guidance for Energy Conservation Measures, cloud-based life cycle asset management software, as well as comprehensive report delivery.

City of Goodyear, City-wide FCA; AZ

Joe managed client deliverables including FCA reporting and data mapping to the city's CMMS system for 150,000 square feet of municipal buildings. He led a collaborative effort to not only deliver high quality FCA reports, but to map the data to the client's existing facilities work order systems for strategic planning and daily operational use.

State of Oregon, State-wide FCA for the Department of Administrative Services; OR

Joe was the quality manager for this multi-year, 28-phase project making sure deliverables were consistent and uniform across multiple state agencies including the Oregon Department of Corrections, the Oregon Department of Forestry, and the Oregon Department of Transportation.

State of Utah, State-wide FCA for Division of Facilities Construction & Management; UT

As quality manager, Joe led the quality management team for multi-year, 10-phase assessments for varied departments including Utah State University, the Utah Department of Construction and facilities, and the Department of Natural Resources. The contract totals 33 million square feet of state-owned buildings and infrastructure.

Robbie Dalziel BSc (Hons)

Architectural Assessor

Bio: Robbie Dalziel is part of the Strategic Asset Management (SAM) team as a senior facility condition assessor with more than eight years of experience across the United States, Canada and United Kingdom. He is highly articulate with a clear and analytical approach to problem solving and strong decision-making abilities. Throughout his career, he has been involved in undertaking facility condition assessments of various building types, health and safety in construction, and design work.

Relevant experience includes:

City of Carson City, FCA; Carson City, NV

Robbie led the FCA Carson City project. The project encompassed of condition assessments of a wide range of City Government buildings. Robbie managed client communication and the assessment team throughout the project. Upon completion of the facility assessments, Robbie provided cost estimates and prioritized schedules of repair work via a 10-year capital expenditure cost table and written report for each building.

City of Culver City, FCA; Los Angeles, CA

Robbie provided facility assessments for the Culver City FCA project. The project encompassed condition assessments of a wide range of City Government buildings. Upon completion of the facility assessments, Robbie provided cost estimates and prioritized schedules of repair work via a 10-year capital expenditure cost table and written report for each building.

City of Santa Monica, City-Wide Facility Condition Assessment; Santa Monica, CA

Robbie provided facility condition assessment services for 148 properties, including 13 municipal parks, to assist the city in developing a maintenance plan. The assessment included identifying and documenting both physical and operational deficiencies in each building, providing the estimated average remaining useful life and cost of replacement for each, and identifying the Facility Condition Index (FCI) for each building and comparing the estimated costs of repairs to the projected cost of replacing the facility.

State of Oregon, State-wide FCA for Various Agencies; OR

Robbie provided facility assessments for the State of Oregon's FCA project. The project includes multiple state agencies, including the Departments of Transportation, Forestry, Fish and Wildlife, and Military. The Department of Youth Authority, the State Police, and the Department of Public Safety Standards & Training were also included. The project encompassed the assessment of a wide range of building types, as well as leading the Oregon Military Department project.

TriMet, Tri-County Metropolitan Transportation District FCA; Portland, OR

Robbie led the FCA project for the assessment of numerous buildings recently added to the TriMet portfolio. Upon completion of the facility assessments, Robbie provided cost estimates and prioritized schedules of repair work via a 10-year capital expenditure cost table along with a written report for each building.

Education

B.S., Building Surveying, Northumbria University, England

Licenses / Certifications

IOSH Managing Safely Qualification
Housing Health and Safety Rating System Certificate

Professional Affiliations

APC candidate of the Royal Institution of Chartered Surveyors (RICS)

Years of Experience

9

Boyka Alexieva

Architectural Assessor

Bio: Boyka is a proven team leader with solid expertise in the preparation of annual budgets, monthly financial variance reports, operations analysis, and leasing reports for the client. She has deep knowledge in analyzing and negotiating commercial leases. Additionally, Boyka's experience includes developing and negotiating sub-contractor, consultant, or engineering agreements including safety plans, schedules, and scope-of-work necessary to fulfill project requirements.

Relevant experience includes:

City of Chandler, FCA; Chandler, AZ

Boyka served as a project lead and lead assessor leading a team of four assessors for the condition assessment of 1.1 million square feet of city-owned buildings and infrastructure for the City of Chandler. The project included police and fire stations, multi-story City Hall buildings, multi-story office and support space, libraries, museums, theaters, and more, ranging from new high-tech buildings to 50-year-old structures.

City of Long Beach, City-wide Facility Condition Assessment; CA

Boyka is part of the Faithful+Gould team to provide FCAs on select facilities of over 367 buildings in the City of Long Beach. Facilities included public works, municipal services, fire departments, municipal utility services, police stations, health services, parks and recreational buildings, and administrative buildings.

State of Oregon, DPSST Condition Assessment; OR

Boyka served as a project lead and lead assessor, leading a team of four assessors for the condition assessment of 295,000 square-feet of state-owned buildings and infrastructure for the State of Oregon Police Academy. The building assessments included firearms and skill training facilities, dormitories, and multi-story office and support space including site systems.

City of Chandler Fire Support Building; Chandler, AZ

Boyka served as a project lead and lead assessor for City of Chandler Fire Support Building. The building consists of one-story with a mezzanine facility encompassing approximately 17,060 square-feet.

Goodyear, Branch Library FCA; Goodyear, AZ

Boyka performed a facility condition assessment for the City of Goodyear Branch Library. The building is a one-story structure with a total approximate gross square footage of 10,000 square-feet.

Carson City FCA; Carson City, NV

Boyka served as the project quality manager (PQM). Project scope included facility condition assessments of 164 buildings in Carson City. Facilities included office buildings, maintenance, wells, fire stations, and parks, among others.

Moreno Valley, FCA Task Order; Moreno Valley, CA

Boyka served as quality controls reviewer.

Education

M.S., Structural Engineering specialized in Reinforced Concrete Structures, University of Architecture, Civil Engineering and Geodesy, Sofia, Bulgaria 1164

Licenses / Certifications

IOSH Managing Safely Qualification
Housing Health and Safety Rating System Certificate
AZ Real Estate License since 1999. License # SA519876000

Professional Affiliations

Currently studying for Project Management Institute (PMI) Member

Years of Experience

24

City of Commerce, City-Wide Facility Condition Assessment; Commerce, CA

Boyka served as quality control reviewer on Faithful+Gould's contract providing assessments for city-wide buildings and building equipment/systems. Data and analysis retrieved will be used to develop a report which documents and prioritizes a comprehensive repair, alteration, and improvement budget for extending building life for 50 years.

City of South Pasadena, City-Wide Facility Condition Assessment; Pasadena, CA

Boyka served as quality control reviewer. Project scope included facility condition assessments of 11 buildings in the City of South Pasadena. Facilities included police and fire stations, City Hall, recreational buildings, libraries and a public works yard, among others.

San Diego County Regional Airport Authority, Facility Condition Assessment; San Diego, CA

Boyka was part of the Faithful+Gould team that conducted a baseline facility condition assessment of more than 1.8 million square feet for SDCRAA to plan for the long-term financial health in operating these facilities.

State of Oregon, State-Wide Facilities Condition Assessment; OR

Boyka served as the quality control reviewer. The scope involved the assessment of 111 buildings at approximately four million square feet during pilot phase for three state agencies, Oregon Youth Authority, Department of Administrative Services, Facilities Planning Unit, and the Oregon Liquor Control Commission. Phase 2 of the program encompasses the assessment of 12 million square-feet of buildings.

Scott Edson

MEP Assessor

Bio: Scott is an educated and experienced HVAC and facilities professional with over 15 years' of progressively responsible experience in maintenance, troubleshooting, diagnosis, repair, and overhaul on many types of equipment. He is experienced in supervising and training new maintenance techs and is CFC / EPA universal certified.

Relevant experience includes:

City of Chandler, City-wide FCA; AZ

Scott was as a facility assessor on this city-wide FCA which included 44 buildings encompassing 1.5 million square feet. Faithful+Gould provided Chandler with a comprehensive report detailing the health (Facility Conditional Index or FCI) of each building and the city collectively along with a 10-year projection of anticipated capital expenditures by year.

City of Long Beach, City-wide FCA; CA

Scott was a facility assessor on this city-wide FCA that included 220+ facilities for the City of Long Beach, CA.

City of Huntington Beach, City-Wide Facility Condition Assessment; Huntington Beach, CA

Scott provided FCA services as part of the Faithful+Gould team that was selected to perform a "no bid" pilot facility conditional assessment for the City of Huntington Beach based on a strong referral from the City of Long Beach. The initial assignment involved assessment of the City Hall, fire and police department headquarters, public works, and the lifeguard and junior lifeguard stations. Initial assessments have been completed and draft reports, along with a combined executive summary, are currently under review by the city. Once the city's review is completed and final reports are issued, notice to proceed on the balance of city facilities is expected to be forthcoming.

City of Culver City, City-wide FCA; CA

Scott performed assessment services for the City. Buildings assessed included historical buildings.

State of Utah, State-wide FCA for Division of Facilities Construction & Management; State-wide, UT

Scott is performing facility assessment services for a five-year contract to assess 33 million square feet of state-owned buildings and infrastructure for the State of Utah.

City of Moreno Valley, City-wide FCA; CA

Scott performed assessment services for the City. Buildings assessed included City Hall and police and fire stations.

Stanford School of Medicine, Page Mill, Facility Condition Assessment Palo Alto, CA

Scott provided MEP facility condition assessment services for the Stanford School of Medicine Page Mill building including a detailed analysis of central plant equipment and a detailed reconciliation of recent repair and unresolved mechanical issues.

Education

Refrigeration Technologies, The Refrigeration School Inc.; Phoenix, AZ

Licenses / Certifications

CFC/EPA Universal Certified
Electrical Principles and Applied Electricity
Residential Air Conditioning
Advanced Trouble-Shooting Techniques
Basic Mechanical Principles
Advanced Air Conditioning
Techniques Refrigeration

Professional Affiliations

Fire Prevention and Protection for Buildings

Years of Experience

15

Sandeep Nikam

MEP Assessor

Bio: Sandeep is a recognized industry expert in M&E Asset Audits within the UK having worked for most of the major companies in the FM sector. He has developed the MITIE asset survey standard which is used by many FM organizations and consultancies as a reference for asset surveys within the UK. He has tailored asset audits for facilities / contract managers to help them meet specific CAFM needs and contractual obligations. He has successfully project managed various M&E audits for MITIE and other organizations having recruited, trained, and mentored several engineers to conduct M&E audits. He is currently working within the strategic facility consulting division with Faithful+Gould in the U.S.

Relevant experience includes:

City of Carson City, City-wide FCA; NV

Sandeep provided FCAs working as part of a team for Carson City, NV. The project encompassed condition assessments of all city buildings including courts, jail, wastewater treatment facilities, park buildings, fire stations, etc. The facility assessments included cost estimates and prioritized schedules of repair work via a 10-year capital expenditure cost table and written report summarizing architectural, mechanical, electrical, and site systems for each building.

City of Goodyear, City-wide FCA; AZ

Sandeep provided facility assessment as part of a team for the City of Goodyear FCA project. Upon completion of the facility assessments, he provided the Transit Asset Management (TAM) a condition assessment and written report of each building, which is a statutory requirement for all transit agencies across the U.S.

City of Hayward, City-wide FCA; CA

Sandeep provided facility assessments working independently for the Hayward Executive Airport FCA project. The project encompassed condition assessments of several hangar buildings, some dating back to the 1940s. Upon completion of the facility assessments, Sandeep provided cost estimates and prioritized schedules of repair work via a 10-year capital expenditure cost table and written report for each building.

City of Moreno Valley, City-wide FCA; CA

Sandeep provided facility assessments as part of a team for the CMV FCA project. The project encompassed condition assessments of several city buildings including fire stations. Upon completion of the facility assessments, he provided cost estimates and prioritized schedules of repair work via a 10-year capital expenditure cost table and written report for each building.

GS Realty Management, Property Condition Assessment, Oakmead West Class A Office Building; Sunnyvale, CA

Sandeep completed a property condition assessment of this 941,767 square-foot site consisting of seven detached, two-story Class A office buildings of steel-framed construction with associated parking and site features. Faithful+Gould's property condition assessment provided an evaluation of the visually apparent condition of the properties and a forecast of anticipated capital expenditures required over the next seven years.

Education

M.B.A., Edinburgh Business School, Heriot-Watt University; Edinburgh, Scotland
B.E., Mechanical, Sardar Patel College of Engineering, University of Mumbai, India

Licenses / Certifications

MEP Asset Condition Surveys
Survey Planning and Management
Technical Asset Management, (CAFM)
FM Consultancy
Maintenance Engineering
Statutory Compliance
Professional Affiliations
BIFM, Professional Member
IFMA, Professional Member
ASME, Professional Member

Software

CAFM Systems
IBM Maximo
KyKloud Asset Capture
Tech Forge Asset Capture

Years of Experience

22

Hines, Park Tower, Property Condition Assessment; San Francisco CA

Sandeep completed a property condition assessment of this 43-story, 900,000-square-foot Class A office building. Faithful+Gould provided an evaluation of the visually apparent condition of the property and a forecast of anticipated capital expenditures required over the next ten years.

Hines, 415 20th Street, Property Condition Assessment; Oakland, CA

Sandeep completed a property condition assessment of this 82,000-square-foot office building. Faithful+Gould provided an evaluation of the visually apparent condition of the property and a forecast of anticipated capital expenditures required over the next ten years.

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Appendix B

Sample FCA Report

Facility Condition Assessment

For
City of Long Beach
FD Headquarters
3205 Lakewood Blvd
Long Beach ,
CA 90808

CITY OF LONG BEACH

Date of Report: January 24, 2020

Provided By:

Faithful+Gould, Inc.

Provided For:

Long Beach

FAITHFUL+GOULD

Member of the SNC-Lavalin Group

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EXECUTIVE SUMMARY

Introduction

In accordance with the contract held between The City of Long Beach and Faithful+Gould Inc, this completed report provides a comprehensive Facility Condition Assessment of the FD Headquarters located at 3205 Lakewood Blvd, Long Beach , CA, 90808 (The Property).

This report provides a summary of the facility information known to us at the time of the study, the scope of work performed, an equipment inventory, evaluation of the visually apparent condition of The Property together with a forecast of capital expenditures anticipated over the next 10 years. The expenditure forecast does not account for typical preventative maintenance items such as changing filters to fan coil units.

Our cost rates to produce life cycle and replacement cost estimates are based on our knowledge of the local regional market rates and the RS Means Cost Database benchmarking. Our line item costs assume that the work will be procured through public general contractor bids. Capital expenditure pricing includes an uplift of 45% to allow for professional fees, general contractor overhead/profit, management costs, adherence with the California Prevailing Wage Law, permitting, etc.

This report provides a summary of the anticipated primary expenditures over the 10-year study period. Further details of these expenditures are included within each respective report section and within the 10-year expenditure forecast, in Appendix A.

The report also calculates the Current Facility Condition Needs Index (FCNI) which is used in Facilities Management to provide a benchmark to compare the relative condition of a group of facilities. The FCNI is a snapshot of the **current** condition of the building. Future conditions of the building, known as the FCI are also presented. The FCNI and FCI scores are primarily used to support asset management initiatives of federal, state, and local government facilities organizations.

Limiting Conditions

This report has been prepared for the exclusive and sole use of the City of Long Beach. The report may not be relied upon by any other person or entity without the express written consent of Faithful+Gould.

Any reliance on this report by a third party, any decisions that a third party makes based on this report, or any use at all of this report by a third party is the responsibility of such third parties. Faithful+Gould accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made, or actions taken, based on this report.

The assessment of the building/site components was performed using methods and procedures that are consistent with standard commercial and customary practice as outlined in ASTM Standard E 2018-015 for PCA assessments. As per this ASTM Standard, the assessment of the building/site components is based on a visual walk-through site visit, which captured the overall condition of the site at that specific point in time only.

No legal surveys, soil tests, environmental assessments, geotechnical assessments, detailed barrier-free compliance assessments, seismic assessments, detailed engineering calculations, or quantity surveying compilations have been made. No responsibility, therefore, is assumed concerning these matters. Faithful+Gould did not design or construct the building(s) or related structures and therefore will not be held responsible for the impact of any design or construction defects, whether or not described in this report. No guarantee or warranty, expressed or implied, with respect to the property, building components, building systems, property systems, or any other physical aspect of The Property is made.

The recommendations and our opinion of probable costs associated with these recommendations, as presented in this report, are based on walk-through non-invasive observations of the parts of the building which were readily accessible during our visual review. Conditions may exist that are not as per the general condition of the system being observed and reported in this document. Opinions of probable costs presented in this report are also based on information received during interviews with operations and maintenance staff. In certain instances,

Faithful+Gould has been required to assume that the information provided is accurate and cannot be held responsible for incorrect information received during the interview process. Should additional information become available with respect to the condition of the building and/or site elements, Faithful+Gould requests that this information be brought to our attention so that we may reassess the conclusions presented herein.

The opinions of probable costs are intended for global budgeting purposes only. Faithful+Gould has no control over the cost of labor and materials, general contractor's or any subcontractor's method of determining prices, or competitive bidding and market conditions. The data in this report represent an opinion of probable cost of construction and is made on the basis of the experience, qualifications, and best judgment of the professional consultant familiar with the construction industry. Faithful+Gould cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent Cost Estimates. The scope of work and the actual costs of the work recommended can only be determined after a detailed examination of the site element in question, understanding of the site restrictions, understanding of the effects on the ongoing operations of the site/building, definition of the construction schedule, and preparation of tender documents.

Project Details

On December 10, 2019, Errol Hawkins of Faithful+Gould visited The Property to observe and document the condition of the building and site components. During our site visit, Faithful+Gould was assisted by Cory Fackiner (Battalion Chief) who is associated with City of Long Beach.

Building Details

Item	Description
Project Name	FD Headquarters
Property Type	ADM
Full Address	3205 Lakewood Blvd Long Beach , CA 90808
Onsite Date	December 10, 2019
Historic District	No
Historic Building	No
Year Built	1997
Occupancy Status	Occupied
Number of Stories	2
Gross Building Area (GSF)	94,500
Current Replacement Value (CRV)	$70,875,000
CRV/GSF ($/Sq Ft)	$750.00 / Sq Ft

Building Description

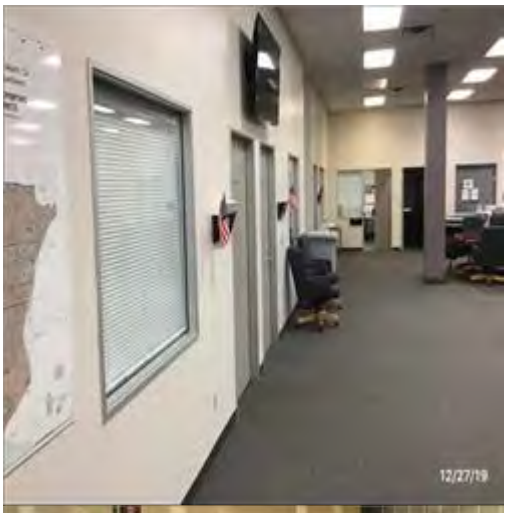
Property Executive Summary

The Fire Department Headquarters is a two story building located at 3205 Lakewood Boulevard in Long Beach California. The building is approximately 195,401 square feet and was constructed circa 1997, a portion of the building was leased by the Long Beach Fire Department which made tenant improvements circa 2007. The Long Beach Police Department occupies a portion of office and garage/hangar space within the building as well. The remaining portion of the building is utilized by Homeland Security or is unoccupied.

Architectural Executive Summary

The structure rests on a typical reinforced concrete slab-on-grade placed over a compacted aggregate base. The exterior walls of the buildings main entrance consist of aluminum siding with fixed aluminum window units and a glazed aluminum storefront with swing doors, the remainder of the building's exterior walls are preformed corrugated metal wall panels which contain multiple single hollow metal doors, double hollow metal doors, and electric rolling overhead doors. The roof construction consists of open-web steel joists with a standing seam metal roof finish that is sloped to roof drains with interior leaders. Roof openings include multiple plastic skylights, two glass skylights, and three galvanized steel roof hatches with steel constructed ladders for roof access. There is multiple interior cement filled metal pan regular stairs to provide access to the upper level offices.

Interior partitions are typically gypsum wallboard (GWB) affixed to metal stud walls. Interior partitions contain multiple standard interior window units, single wood doors, double wood doors, interior hollow metal doors, and electric rolling overhead doors. There are site built toilet partitions located in the restrooms throughout the building. Interior floor finishes include epoxy floor coating, ceramic tile, vinyl composite tile (VCT), rubber sheet flooring, and standard broadloom carpeting without padding. Interior wall finishes include standard paint finish throughout and ceramic wall tiles located in the restrooms. Ceiling finishes include painted GWB and a standard acoustic ceiling system. There is fixed casework present throughout the building including standard floor mounted base cabinets, standard wall mounted cabinets, laminated countertops, and solid surface countertops.



Mechanical Executive Summary

Heating and cooling for the building is provided by multiple rooftop mounted packaged units with heating and cooling and full split-systems. The rooftop mounted packaged units are manufactured by Carrier and range from 4 to 12 ton units. The full split-systems are manufactured by Carrier with capacities ranging from 2 to 3 tons. There are ten exhaust fans located on the roof with capacities ranging from 750 to 10750 CFM.

Hot water is provided by two commercial electric water heaters manufactured by Rheem with capacities of 85 and 120 gallons. There is a hot water storage tank manufactured by Bradford White with a capacity of 200 gallons.

Plumbing fixtures include multiple floor mounted vitreous china water closets, wall hung vitreous china urinals, vanity top lavatories, three wall ceramic tile showers, countertop mounted double bowl kitchen sinks, wall mounted dual/bi-level drinking fountains with cooling systems, a wall mounted single drinking fountain with cooling system, floor mounted service sinks, and a single semicircular industrial group wash fountain system.

There is a standard hydraulic passenger elevator manufactured by Montgomery KONE present in the building.

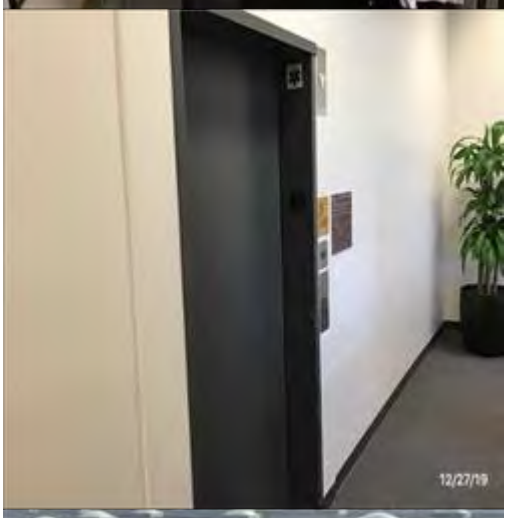
The building is equipped with a wet-pipe sprinkler system throughout with two circulation pumps/motors at an estimated capacity of 50-74 horsepower (HP).

Electrical Executive Summary

Power for the building is provided by multiple panelboards rated at 277/408 volts at 400 to 500 amps and a switchboard rated at 277/408 volts at 400 amps throughout the building, there was no access to the main distribution panel (MDP) at the time of assessment. There are multiple transformers rated from 15 to 150 KVA throughout the building as well.

Interior lighting is provided by fluorescent light fixtures located in the offices and gym areas and high bay fluorescent fixtures located in the hangar areas. Exterior lighting is provided by wall mounted LED pack light fixtures around the perimeter.

The building is equipped with a fire alarm system including a control panel.



Site Executive Summary

There is an emergency backup diesel generator manufactured by Generac on site, based on the pre-inspection questionnaire a replacement for the emergency generator is scheduled for 2020 therefore the cost of replacement has been excluded from the report.

Other site systems present include two operable barrier gates, there is a 10 HP air compressor manufactured by Ingersoll Rand, there are two 500-gallon diesel fuel storage tanks, and an asphalt parking lot with stripping.

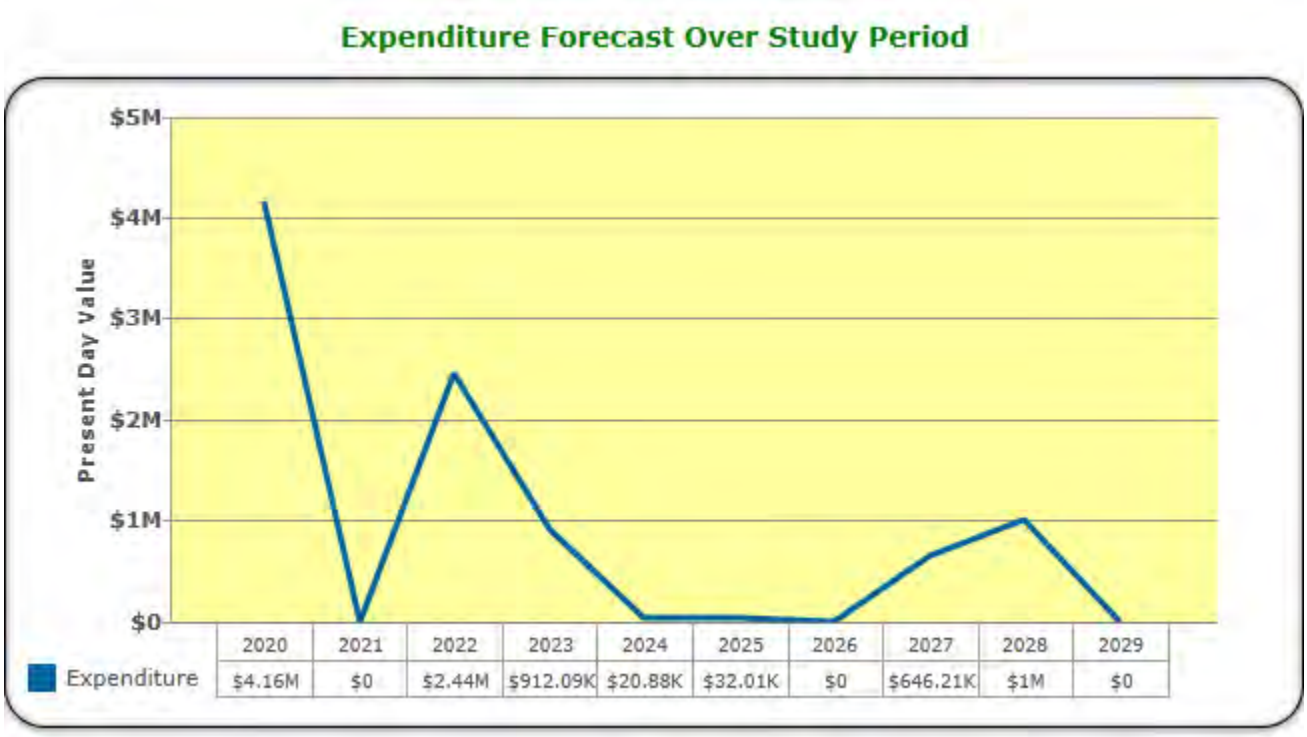
Summary of Findings

This report represents summary-level findings for the Facility Condition Assessment. The deficiencies identified in this assessment can be combined to develop an overall Long-Term Capital Needs Plan that can be the basis for a facility wide capital improvement funding strategy. Key findings from the Assessment include:

Key Findings	Metric
Current Year Facility Condition Needs Index	**5.87 %**
Immediate Capital Needs (Year 1) (included in FCNI)	**$4,158,382**
Future Capital Needs (FCI) (Year 2 to Year 10)	**$5,056,572**

Building Expenditure Summary

The building expenditure summary section provides an executive overview of the findings from the assessment. The chart below provides a summary of yearly anticipated expenditures over the study period for the FD Headquarters building. In addition, we have scheduled key findings highlighting items greater than $5,000 and their anticipated failure year. Further details of these expenditures are included within each respective report section and within the expenditure forecast, in Appendix A of this report. The results illustrate a total anticipated expenditure over the study period of approximately $9,214,954.



Key Findings

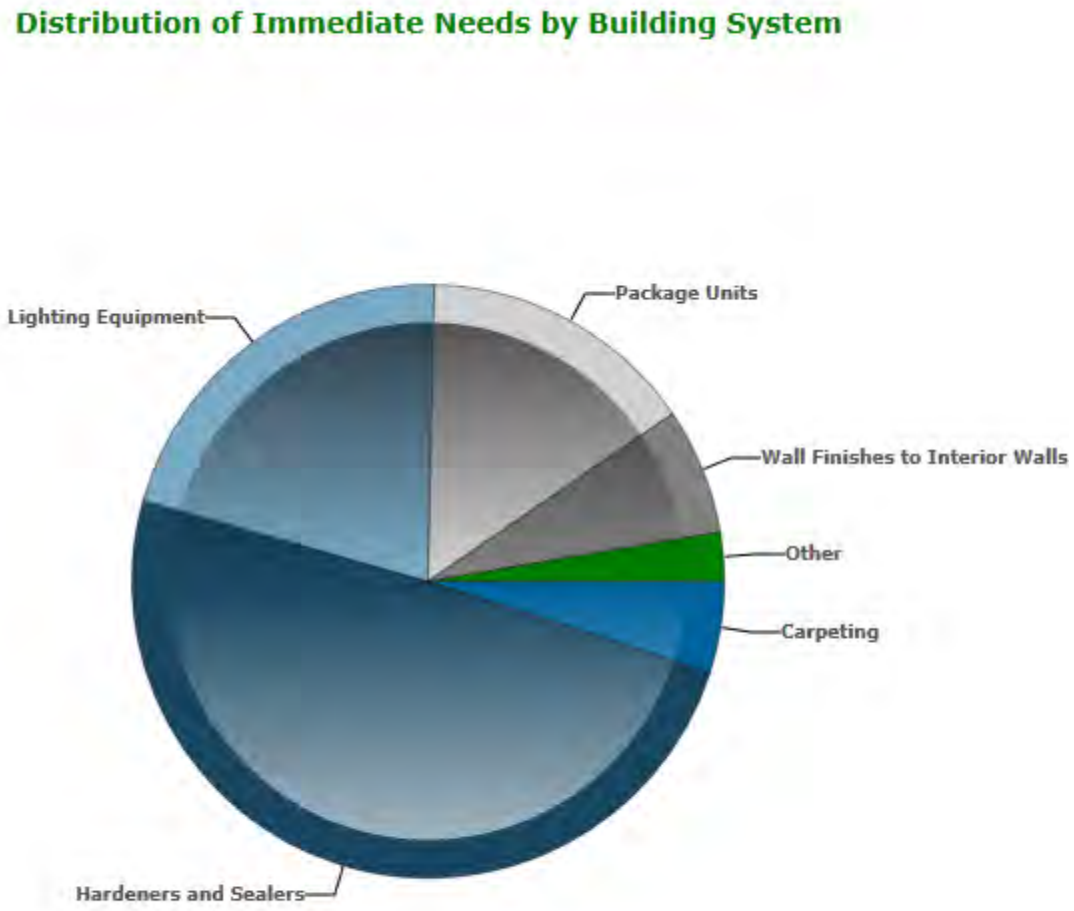
- B Shell: Siding repair/replacement at an estimated cost of $13,102 in year 2020
- B Shell: Replace Skylight - Plastic at an estimated cost of $612,271 in year 2028
- C Interiors: Replace Broadloom Standard without Padding at an estimated cost of $207,451 in year 2020
- C Interiors: Replace Epoxy Floor Coating at an estimated cost of $2,054,803 in year 2020
- C Interiors: Replace Painted Finish - Standard at an estimated cost of $286,657 in year 2020
- C Interiors: Replace Rubber Sheet at an estimated cost of $155,159 in year 2022
- C Interiors: Replace Vinyl Composite Tile (VCT) at an estimated cost of $32,009 in year 2025
- C Interiors: Replace Toilet Partition at an estimated cost of $168,329 in year 2027
- C Interiors: Repaint Interior Walls at an estimated cost of $391,635 in year 2028
- D Services: Replace Service Sink Floor Mounted at an estimated cost of $7,607 in year 2020
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $49,464 in year 2020
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $28,265 in year 2020
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $84,795 in year 2020
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $84,795 in year 2020
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $49,464 in year 2020
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $49,464 in year 2020
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $56,530 in year 2020
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $84,795 in year 2020
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $84,795 in year 2020
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $56,530 in year 2020
- D Services: Replace Split-System (Full System) at an estimated cost of $19,206 in year 2020
- D Services: Retrofit Light Fixtures to LED type at an estimated cost of $57,078 in year 2020
- D Services: Replace Domestic Hot Water Heater - Electric at an estimated cost of $16,165 in year 2020
- D Services: Replace Domestic Hot Water Heater - Electric at an estimated cost of $22,822 in year 2020

- D Services: ECM 002 Update Interior Lighting to Energy Efficient Lighting at an estimated cost of $813,105 in year 2020
- D Services: Replace Exhaust Fan at an estimated cost of $7,039 in year 2020
- D Services: Replace Exhaust Fan at an estimated cost of $9,708 in year 2020
- D Services: Replace Exhaust Fan at an estimated cost of $6,068 in year 2020
- D Services: Replace CW Circulation Pump/Motor 50-74 HP at an estimated cost of $248,246 in year 2022
- D Services: Replace Fire Alarm System (Full System Inc. Panel) at an estimated cost of $1,805,887 in year 2022
- D Services: Replace Exhaust Fan at an estimated cost of $56,406 in year 2022
- D Services: Replace Exhaust Fan at an estimated cost of $56,406 in year 2022
- D Services: Replace Exhaust Fan at an estimated cost of $6,559 in year 2022
- D Services: Replace Exhaust Fan at an estimated cost of $56,406 in year 2022
- D Services: Replace Exhaust Fan at an estimated cost of $56,406 in year 2022
- D Services: Replace Split-System (Full System) at an estimated cost of $14,390 in year 2023
- D Services: Replace Telephone & Data System at an estimated cost of $897,703 in year 2023
- D Services: Replace Group Wash Fountain System Semicircular - Industrial at an estimated cost of $38,890 in year 2027
- D Services: Replace Wall Mounted Drinking Fountain with Cooling System (Dual/Bi-Level) at an estimated cost of $59,205 in year 2027
- D Services: Replace Wall Mounted Drinking Fountain with Cooling System (Single) at an estimated cost of $14,511 in year 2027
- D Services: Replace Service Sink Floor Mounted at an estimated cost of $9,998 in year 2027
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $65,010 in year 2027
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $37,148 in year 2027
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $83,584 in year 2027
- D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of $83,584 in year 2027
- D Services: Replace Split-System (Full System) at an estimated cost of $25,243 in year 2027
- D Services: Replace Split-System (Full System) at an estimated cost of $16,829 in year 2027
- D Services: Replace Countertop Double Bowl Kitchen Sinks at an estimated cost of $10,554 in year 2027
- D Services: Replace Domestic Hot Water Storage Tanks at an estimated cost of $33,327 in year 2027

- E Equipment & Furnishing: Replace Operable Barrier Gate at an estimated cost of $20,878 in year 2024

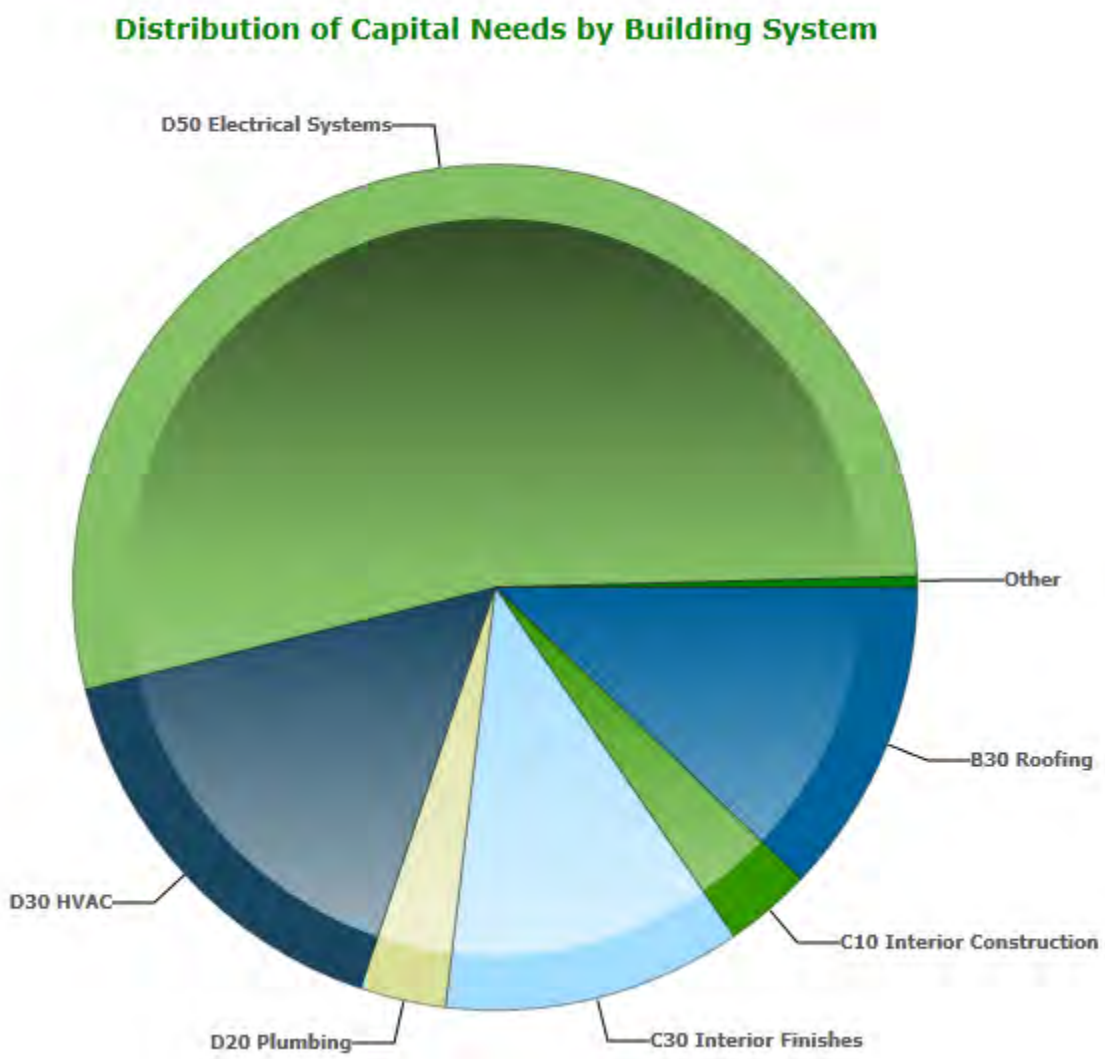
1. All costs presented in present day values
2. Costs represent total anticipated values over the 10-year study period
3. The Key Findings above represent expenditures of $5,000 or above only. For a full list of expenditures, please refer to Appendix A of this report

Distribution of Immediate (Year 1) Needs by Building System



Building System	Estimated Cost	Percentage of Total Cost
Carpeting	$207,451	5.0%
Direct Expansion Systems	$19,206	0.5%
Exhaust Ventilation Systems	$30,824	0.7%
Exterior Wall Construction	$13,102	0.3%
Hardeners and Sealers	$2,054,803	49.4%
Hot Water Service	$38,987	0.9%
Lighting Equipment	$870,183	20.9%
Package Units	$628,900	15.1%
Sinks	$7,607	0.2%
Wall Finishes to Interior Walls	$286,657	6.9%
Windows	$662	0.0%
Total	**$4,158,382**	**100%**

Distribution of Future (Year 2 – Year 10) Needs by Building System



Building System	Estimated Cost	Percentage of Total Cost
B30 Roofing	$612,271	12.1%
C10 Interior Construction	$168,329	3.3%
C30 Interior Finishes	$578,803	11.5%
D20 Plumbing	$166,485	3.3%
D30 HVAC	$806,217	15.9%
D50 Electrical Systems	$2,703,590	53.5%
E10 Equipment	$20,878	0.4%
Total	**$5,056,572**	**100%**

ACCESSIBILITY OVERVIEW

Introduction

As a publicly accessible facility, access to and within the building for disabled building users will be governed (where applicable) by the 1991 Americans with Disability Act (ADA) Accessibility Guidelines. Specifically, under each use scenario two areas of the ADA have significant effect on the physical aspects of the Property.

Title I deals with employment discrimination, and requires that employers not discriminate against a disabled person in hiring or employment. This can impact the configuration and features of buildings and those employers are expected to make “reasonable accommodation”, including making facilities readily accessible to disabled employees.

Title III requires that public accommodation provide goods and services to disabled patrons on an equal basis with the non-disabled patrons. This title is the part of the Act with perhaps the greatest impact on buildings, which provide public accommodations.

The ADA has provided a benchmark for measuring accessibility, primarily orientated towards new construction. It also provides guidance for modification of existing facilities to eliminate barriers to access. This benchmark is the ADA Accessibility Guidelines (ADAAG). The ADAAG was written by the Architectural and Transportation Barriers Compliance Board, and first issued in final form in July 1991. The stated purpose of the guidelines is to ensure that newly constructed facilities and altered portions of existing facilities covered by the ADA are readily accessible to disabled persons.

Visual Accessibility Survey—The scope of this limited visual survey is specifically limited to the following four areas. The user should be aware that due to the visual nature of the Tier I survey, the reliability of the results will be less accurate than a Tier II or III survey, which includes representative sampling measurements and counts.

The visual accessibility survey was carried out inconjunction with the FCA and any recommended ADA works have been included in the respective asset or system setion of this report and categorised as ADA Plan items:

- **Accessible Entrances.** Providing access from public sidewalks, parking or public transportation that enables disabled individuals to enter the facility.
- **Access to Goods and Services**. Providing horizontal and vertical access to areas within the building where goods and services are made available to the public.
- **Usability of Restrooms**. Providing access to restroom facilities.
- **Removal of Remaining Barriers.** Providing access to the goods, services, facilities, privileges, advantages, or accommodations.

Energy Conservation Measures

Energy Conservation opportunities have been identified through an assessment of the systems and equipment during the Facility Condition Assessment (FCA) and provide simple payback in years and the annual cost avoidance for each ECM.

The physical assessment consisted of a limited, non-intrusive visual assessment of the building and its components. It was expected that generally all aspects of the buildings were made assessable, including provision to gain access to the roof, interior areas, mechanical, electrical rooms and common areas. Confined spaces or hazardous areas were not expected to be assessed. Low-sloped roofs with safe access were accessed; however, high-sloped, inaccessible roofs or roofs that were considered unsafe without the use of personal protective equipment were not accessed.

The assessment techniques followed the ASTM standards for property condition assessments (ASTM E2018-15) and consisted of a visual assessment of those components that are readily accessible and visible. The building assessment was limited to those components that affected energy usage, which typically include:

- Building Envelope, material description, construction type, windows and doors
- Lighting, type and approximate coverage by type
- Heating, type and area serviced
- Cooling, type and area serviced
- Ventilation, type
- Domestic Hot Water, method of heating, capacity, storage
- Miscellaneous Equipment, motors, solar panels, pools etc.

We have focused our assessment of energy conservation opportunities on measures that have realistic payback periods of 10 years or less. Our experience tells us that major architectural and mechanical system upgrades are almost never justified based on energy savings alone. We recommend specifying suitable high efficiency replacements for systems that are at the end of their useful life in an effort to lower long term cost of ownership. Some typical examples of energy conservation opportunities that are justified based on energy savings alone include, but are not limited to the following:

- Lighting lamp and ballast retrofits
- Variable Frequency Drive (VFD) upgrades on motors with variable loads greater than 20 horsepower
- HVAC system retrocommissioning and/or controls upgrades
- Instantaneous domestic water heaters
- Heat recovery on 100% fresh air HVAC systems
- Economizer / free cooling upgrades on suitable HVAC systems
- Attic insulation upgrades

PROJECTED EXPENDITURES

Type	Energy Conservation Measure	Net Cost ($)	Annual Saving ($)	Simple Payback (Years)
D5020	ECM 002 Update Interior Lighting to Energy Efficient Lighting	813,105	10,540.92	77.14
D5020	Retrofit Light Fixtures to LED type	57,078	.00	0.00

Facility Condition Needs Index

In this report we have calculated the Current Year Facility Condition Needs Index (FCNI) for the facility; illustrating the likely condition of the systems, equipment and building needs should the required funding not be expended over the cost study period. The FCNI is used in Facilities Management to provide a benchmark to compare the relative condition and needs of a group of facilities. The FCNI is primarily used to support asset management initiatives of federal, state, and local government facilities organizations.

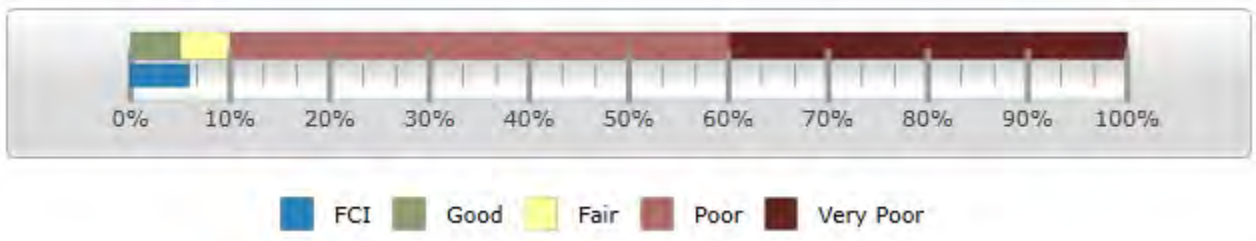
The FCNI is the ratio of accumulated Deferred Maintenance (DM) (total sum of immediate required and recommended works) to the Current Replacement Value (CRV) for a constructed asset. Calculated by dividing DM and Needs by CRV. The range is from zero for a newly-constructed building, to 100% for a constructed asset with a Deferred Maintenance value equal to its CRV. Acceptable ranges vary by Building Type, but as a general guideline, the FCNI scoring system is as follows:

$$\text{FCNI} = \frac{\text{Deferred Maintenance, Immediate Repair Needs and Replacement Deficiencies}}{\text{Current Replacement Value of the Facility(s) (CRV)}}$$

If the FCNI rating is 60% or greater then replacement of the asset/building should be considered instead of renewal.

Condition	Definition	Percentage Value
GOOD	In a new or well-maintained condition with no visual evidence of wear, soiling or other deficiencies.	0% to 5%
FAIR	Subject to wear and soiling but is still in a serviceable and functioning condition.	5% to 10%
POOR	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	Greater than 10%
V-POOR	Subjected to hard or long-term wear. Has reached the end of its useful or serviceable life. Renewal now necessary.	Greater than 60%

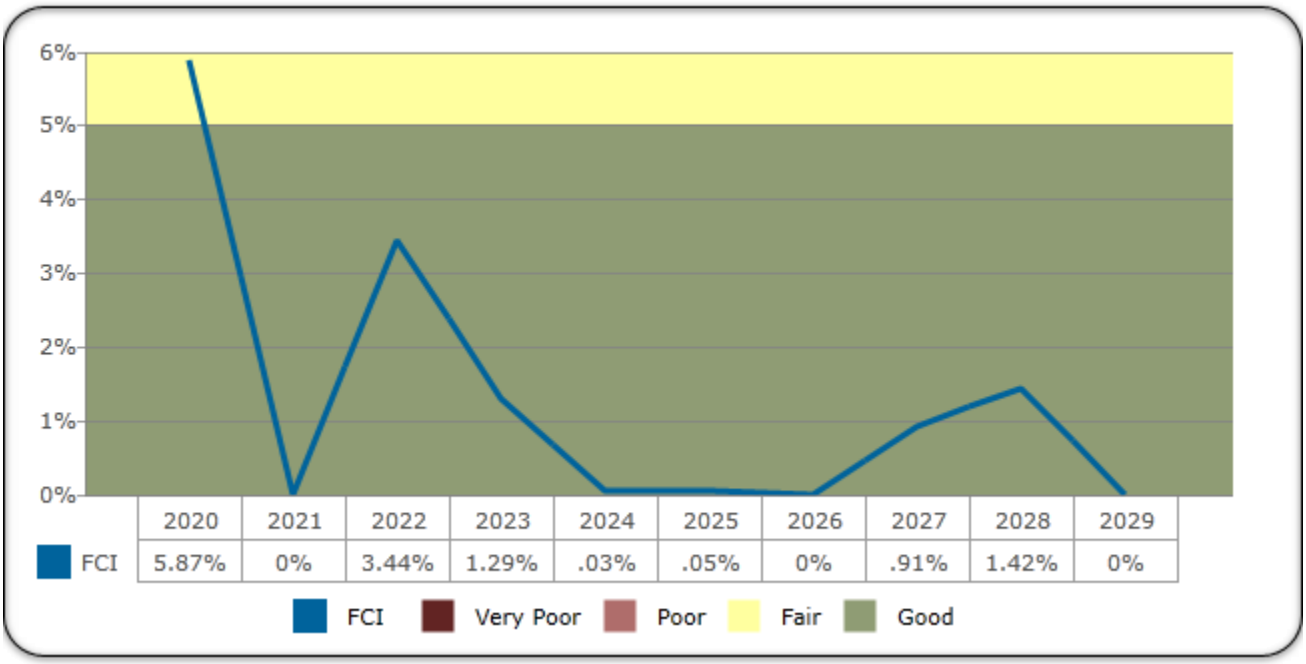
The chart below indicates the current FCNI ratio of the FD Headquarters building.



FD Headquarters , FCNI: 5.87%

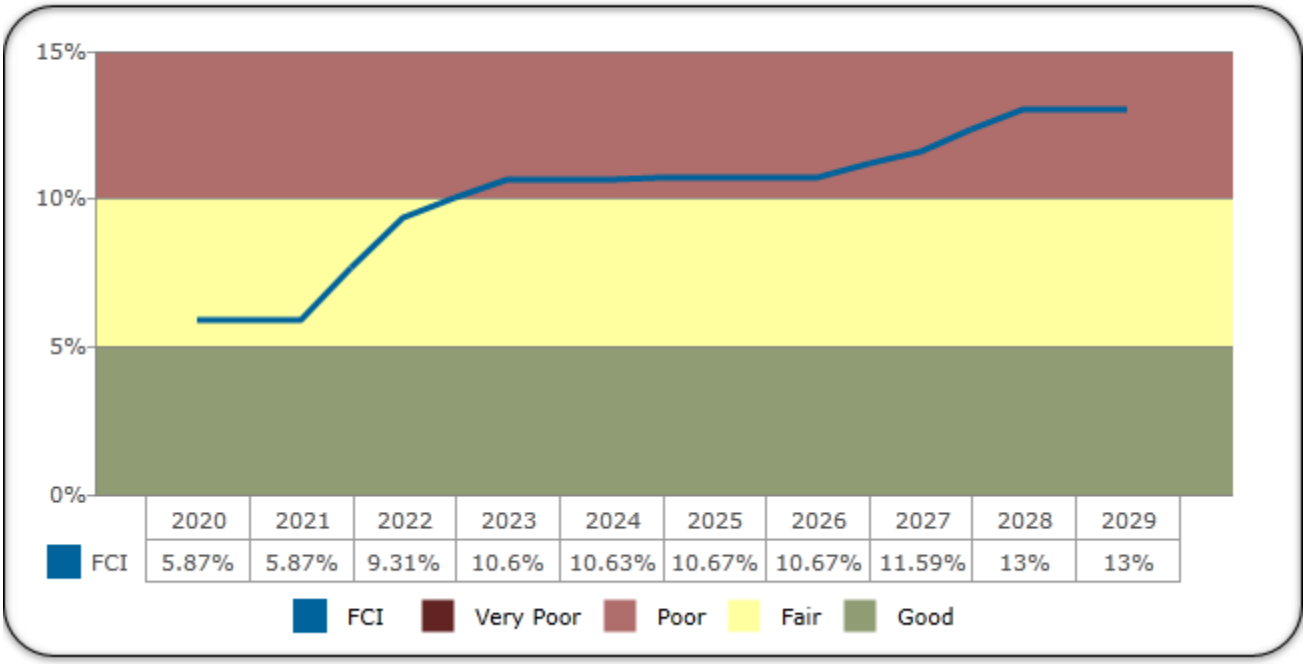
The chart below indicates the effects of the FCNI ratio per year, assuming the required funds and expenditures ARE made to address the identified actions each year.

Year by Year Effects of FCI Over the Study Period



The Chart below indicates the cumulative effects of the FCI ratio over the study period assuming the required funds and expenditures are NOT provided to address the identified works and deferred maintenance each year.

Cumulative Effects of FCI over the Study Period

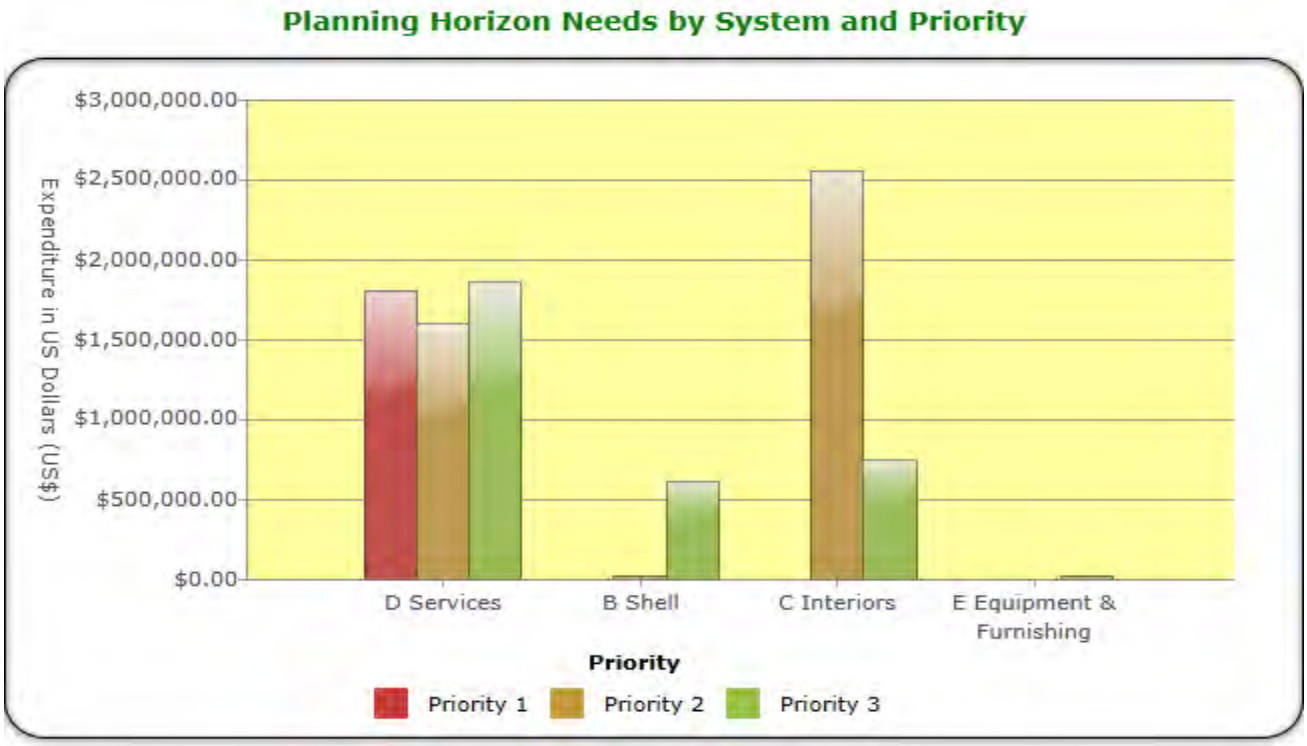


Needs Sorted by Prioritization of Work

Faithful+Gould has prioritized the identified work in order to assist with analyzing the deficiencies found during the assessment. The following Priorities are shown below:

Priority 1 Currently Critical	• Systems requiring immediate action that have failed, compromises staff or public safety or requires to be upgraded to comply with current codes and accessibility
Priority 2 Potentially Critical:	• A system or component is nearing end of useful life, if not addressed will cause additional deterioration and added repair costs
Priority 3 Necessary / Not Critical:	• Lifecycle replacements neccessary but not critical or mid-term future replacements to maintain the integrity of the facility or component

The chart below illustrates the breakdown of expenditure according the priority coding providing an opportunity to strategically plan and effectively direct funding to the highest priority.



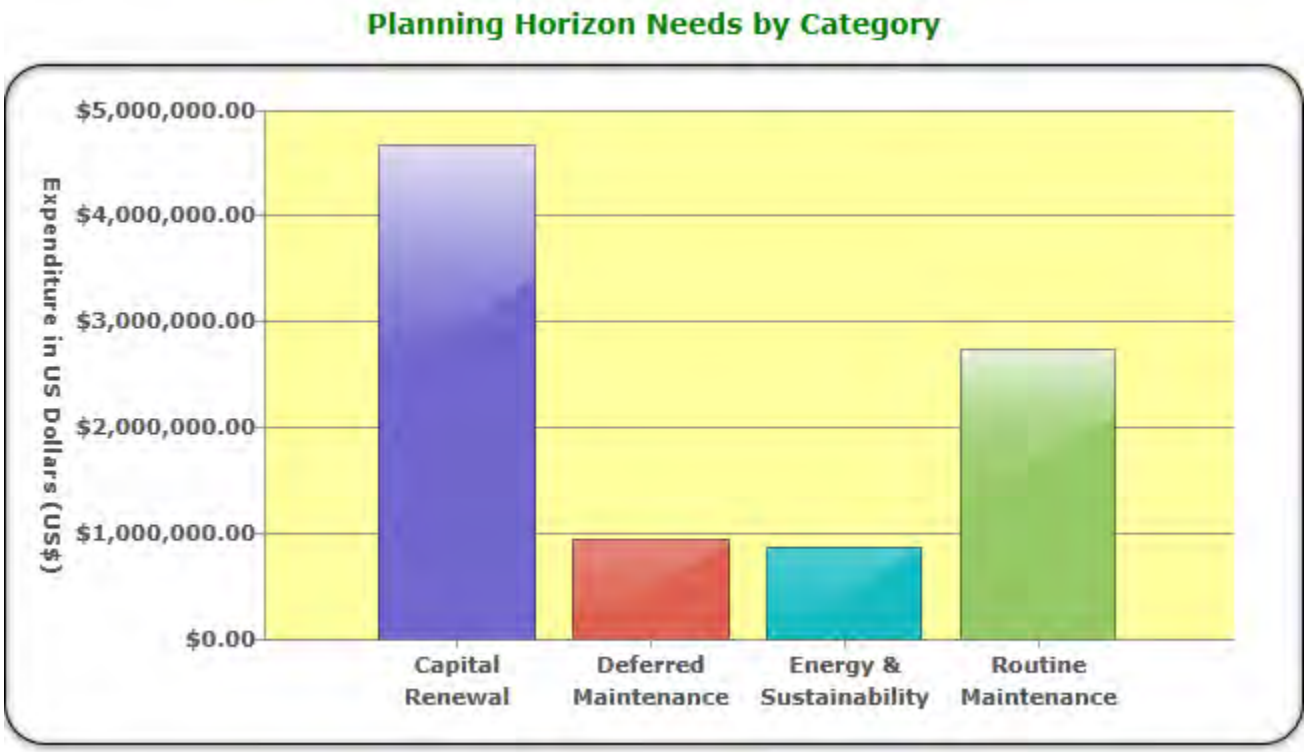
Building System	Priority 1	Priority 2	Priority 3	Total
B Shell	$0	$13,764	$612,271	$626,034
C Interiors	$0	$2,548,911	$747,132	$3,296,042
D Services	$1,805,887	$1,595,708	$1,870,405	$5,262,001
E Equipment & Furnishing	$0	$0	$20,878	$20,878
Totals	**$1,805,887**	**$4,158,382**	**$3,250,686**	**$9,214,954**

Needs Sorted by Plan Type

Faithful+Gould has prioritized the identified work according to the Plan Type or deficiency categories in order to assist with analyzing the deficiencies found during the assessment. The following Plan Types are shown below:

Deferred Maintenance	• Maintenance that was not performed when it was scheduled or assets that are past useful life resulting in immediate repair or replacement
Routine Maintenance	• Maintenance that is planned and performed on a routine basis to maintain and preserve the condition
Capital Renewal	• Planned future replacement of building systems that have or will reach the end of their useful life during the study period
Energy & Sustainability	· When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance
ADA	Repairs, Modifications, or Replacements identified to bring the building or asset in to ADA code compliance

The chart below illustrates the breakdown of expenditure according to the Plan Type or deficiency categories providing an opportunity to strategically plan and effectively direct funding.



Building System	Total Cost
Deferred Maintenance	$946,739
Capital Renewal	$4,664,938
Routine Maintenance	$2,733,094
Energy & Sustainability	$870,183
Total	**$9,214,954**

A SUBSTRUCTURE SYSTEMS

A10 FOUNDATIONS

A1031 Standard Slab on Grade

DESCRIPTION

The structure rests on a typical reinforced 4 to 8-inch-thick concrete slab-on-grade with welded wire fabric placed over a compacted aggregate base.

CONDITION

The slab-on-grade was observed to be in fair to good condition. There were no signs of undue settling or major cracks noted. therefore based on the condition no replacement is anticipated within the study period.

B SHELL SYSTEMS

B10 SUPERSTRUCTURE

B1015 Exterior Stairs and Fire Escapes

DESCRIPTION

There are multiple vertical steel ladders throughout the facility to provide roof access.

CONDITION

The vertical steel ladders were observed to be in fair to good condition and were properly secured to the structure. No actions are anticipated during the study period.

B1021 Flat Roof Construction

DESCRIPTION

The flat roof construction consists of open-web steel joists with a metal roof deck.

CONDITION

The open-web steel joists with metal roof deck was observed to be in fair to good condition overall, no actions are anticipated during the study period.

B20 EXTERIOR ENCLOSURE

B2011 Exterior Wall Construction

DESCRIPTION

The exterior walls of the facility are mainly comprised of preformed corrugated metal wall panels. The office section exterior walls are finished with aluminum panel siding.

CONDITION

The exterior walls of the facility were observed to be in fair and fair to good conditions, no actions are anticipated during the study period.

B2021 Windows

DESCRIPTION

The exterior walls of the facility contain multiple fixed aluminum window units.

CONDITION

The aluminum window units were observed to be in fair to good condition overall, however some window sealant was observed to need replacement, an action has been generated for sealant replacement.

B2023 Storefronts

DESCRIPTION

The first level of the building has a glazed aluminum storefronts with swing doors.

CONDITION

The glazed aluminum storefront with swing doors was observed to be in fair condition. No actions are anticipated during the study period.

B2039 Other Doors & Entrances

DESCRIPTION

There are multiple exterior single hollow metal doors and double hollow metal doors with closing hardware located around the facility.

CONDITION

The single hollow metal doors and double hollow metal doors were observed to be in fair to good condition, no actions are anticipated during the study period.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10-year study period are scheduled below.

ID	Type	Recommendation	Priority	Year	Expenditures
301877	B2010	Siding repair/replacement	Priority 2	2020	$13,102
301878	B2020	Replace Caulking/Sealant at Exterior Elevations (Expansion Joints, Windows, Storefront, Curtain Walling and Door Openings)	Priority 2	2020	$662

TOTALS BY YEAR

Year	Total Expenditures
2020	$13,764

B30 ROOFING

B3011 Roof Finishes

DESCRIPTION

The flat roof construction consists of open-web steel joists with a metal roof deck.

CONDITION

The open-web steel joists with metal roof deck was observed to be in fair to good condition overall, no actions are anticipated during the study period.

B3016 Gutters and Downspouts

DESCRIPTION

The roof of the building drains to multiple roof drains with interior leaders.

CONDITION

The roof drains and interior leaders were observed to be in fair condition overall, no actions are anticipated during the study period.

B3021 Glazed Roof Openings

DESCRIPTION

The building's roof has multiple glass and plastic glazed roof openings to allow natural light to enter.

CONDITION

The glass skylights were observed to be in fair condition, no actions are necessary. The plastic skylights were observed to be in fair condition overall however they will reach the end of their useful life late in the study period therefore, replacement of the plastic skylight has been included in the report late in the study period.

B3022 Roof Hatches

DESCRIPTION

The facility has three galvanized steel hatches that provide roof access to the various roof levels of the building.

CONDITION

The roof hatches were observed to be in fair condition with no issues noted, therefore no actions are anticipated during the study period.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10-year study period are scheduled below.

ID	Type	Recommendation	Priority	Year	Expenditures
301879	B3020	Replace Skylight - Plastic	Priority 3	2028	$612,271

TOTALS BY YEAR

Year	Total Expenditures
2028	$612,271

C INTERIORS SYSTEMS

C10 INTERIOR CONSTRUCTION

C1011 Fixed Partitions

DESCRIPTION

Interior partitions of the facility consist of GWB with a standard paint finish affixed to metal stud walls.

CONDITION

The interior partitions of the facility were observed to be in fair to good condition overall, no actions are anticipated during the study period.

C1014 Site Built Toilet Partitions

DESCRIPTION

The restrooms of the facility have multiple site-built toilet partitions present.

CONDITION

The site-built toilet partitions were observed to be in fair to good condition, based on the observed condition the RUL has been extended to late in the study period.

C1017 Interior Windows & Storefronts

DESCRIPTION

The building has standard interior windows throughout.

CONDITION

The standard interior windows were observed to be in fair to good condition, no actions are anticipated during the study period.

C1021 Interior Doors

DESCRIPTION

The building contains multiple interior single wood doors and double wood doors throughout.

CONDITION

The interior single wood doors and double wood doors were observed to be in fair to good condition overall. No actions are anticipated during the study period.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10-year study period are scheduled below.

ID	Type	Recommendation	Priority	Year	Expenditures
301880	C1010	Replace Toilet Partition	Priority 3	2027	$168,329

TOTALS BY YEAR

Year	Total Expenditures
2027	$168,329

C20 STAIRS

C2011 Regular Stairs

DESCRIPTION

The building contains multiple sets of regular staircases constructed of cement filled metal pans to provide access to the upper levels and serve as evacuation routes.

CONDITION

The regular stairs were observed to be in fair to good condition, no actions are anticipated during the study period.

C30 INTERIOR FINISHES

C3012 Wall Finishes to Interior Walls

DESCRIPTION

The wall finishes of the facility consist of ceramic wall tiles in the restrooms and standard paint finish to interior GWB partitions.

CONDITION

The ceramic wall tiles were observed to be in fair condition with no actions anticipated during the study period. The standard paint finish was observed to be in fair condition overall however, based on industry standard repainting is recommended at the beginning of the study period and at regular intervals thereafter as a part of routine maintenance.

C3023 Hardeners and Sealers

DESCRIPTION

Floor finishes of the facility include Epoxy Floor Coating in the hangar areas, Ceramic Tile located in the restrooms, VCT located in the utility closets and break rooms, Rubber Sheet located in the gym area, and Standard Broadloom Carpet without padding located in the office area.

CONDITION

The Epoxy Floor Coating was observed to be in fair condition but has exceeded its EUL, it is recommended to be refinished at the beginning of the study period and at regular intervals thereafter as part of routine maintenance. The Ceramic Tile was observed to be in fair to good condition overall, no actions are anticipated during the study period. The VCT was observed to be in fair condition, based on the RUL it is recommended to be replaced at the midterm of the study period. The Rubber Sheet flooring was observed to be in fair condition, based on the RUL it is recommended to be replaced prior to the midterm of the study period. The Standard Broadloom Carpet without padding was observed to be in fair condition overall however, since it has exceeded its RUL it is recommended to be replaced at the beginning of the study period.

C3031 Ceiling Finishes

DESCRIPTION

The building's ceiling finishes include GWB with a standard paint finish and a standard acoustic ceiling system.

CONDITION

The ceiling finishes were observed to be in fair condition overall, no actions are anticipated for the GWB or standard acoustic ceilings during the study period.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10-year study period are scheduled below.

ID	Type	Recommendation	Priority	Year	Expenditures
301881	C3010	Replace Painted Finish - Standard	Priority 2	2020	$286,657
301882	C3010	Repaint Interior Walls	Priority 3	2028	$391,635
301883	C3020	Replace Broadloom Standard without Padding	Priority 2	2020	$207,451
301884	C3020	Replace Vinyl Composite Tile (VCT)	Priority 3	2025	$32,009
301885	C3020	Replace Epoxy Floor Coating	Priority 2	2020	$2,054,803
301886	C3020	Replace Rubber Sheet	Priority 3	2022	$155,159

TOTALS BY YEAR

Year	Total Expenditures
2020	$2,548,911
2022	$155,159
2025	$32,009
2028	$391,635

D SERVICES SYSTEMS

D10 CONVEYING SYSTEMS

D1011 Passenger Elevators

DESCRIPTION

The building has a standard hydraulic passenger elevator manufactured by Montgomery KONE servicing the first and second level of the Fire Department. The elevator's interior cab finishes include wood panel siding and broadloom carpeting.

CONDITION

The standard hydraulic passenger elevator and cab finishes were observed to be in fair condition. No actions are necessary during the study period.

D20 PLUMBING

D2011 Water Closets

DESCRIPTION

There are multiple floor mounted vitreous china water closets located in the restrooms throughout the building.

CONDITION

The floor mounted vitreous china water closets were observed to be in fair to good condition with no cracks or leaks detected or noted. No actions are anticipated during the study period.

D2012 Urinals

DESCRIPTION

The building has multiple wall hung vitreous china urinals located in the restrooms of the facility.

CONDITION

The wall hung vitreous china urinals were observed to be in fair to good condition with no leaks or cracks in the china. No actions are anticipated during the study period.

D2013 Lavatories

DESCRIPTION

There are multiple vanity top vitreous china lavatories located in the restrooms throughout the facility.

CONDITION

The vanity top vitreous china lavatories were observed to be in fair to good condition with no leaks or cracks in the china. No actions are anticipated during the study period.

D2014 Sinks

DESCRIPTION

The building has countertop mounted double bowl kitchen sinks located in the break rooms, floor mounted service sinks located in the utility closets, and a semi-circular industrial group wash fountain.

CONDITION

The countertop mounted double bowl kitchen sinks, semi-circular industrial group wash fountain, and one floor mounted service sink were observed to be in fair condition, based on the RUL it is recommended to replace the sinks prior to the end of the study period. One floor mounted service was observed to be in poor to fair condition and is recommended for replacement early in the study period.

D2017 Showers

DESCRIPTION

There are multiple three wall ceramic tile showers located in the locker rooms of the facility.

CONDITION

The three wall ceramic tile showers were observed to be in fair to good condition and are expected to last beyond the study period.

D2018 Drinking Fountains and Coolers

DESCRIPTION

There are multiple wall mounted dual/bi-level drinking fountains with cooling systems and one wall mounted standard drinking fountain with cooling system located throughout the building interior.

CONDITION

The wall mounted drinking fountains were observed to be in fair condition, based on the RUL replacements are anticipated late in the study period.

D2021 Cold Water Service

DESCRIPTION

The domestic cold water system is supplied directly from the local public utility company and is assumed to enter the building at the east side.

CONDITION

The domestic water system at the building appeared to be in fair to good condition. No known corrosion was observed that could be attributed to age and deferred maintenance. No actions required.

D2022 Hot Water Service

DESCRIPTION

Domestic hot water for the facility is provided by two commercial electric water heaters manufactured by Rheem with capacities of 120 and 85 gallons. There is a hot water storage tank with a 200 gallon capacity manufactured by Bradford White present.

CONDITION

The electric water heaters were observed to be in fair condition however both water heaters have surpassed the EUL therefore; it is recommended to replace the water heaters at the beginning of the study period. The hot water storage tank was observed to be in fair condition, based on the RUL it is recommended for replacement before the end of the study period.

D2031 Waste Piping

DESCRIPTION

Waste piping is assumed to be Acrylonitrile Butadiene Styrene (ABS) piping throughout the building.

CONDITION

No visually apparent problems with the sanitary waste piping were observed or reported. The waste system can be serviceable through the end of the study period with regular maintenance.

D2099 Other Piping Systems

DESCRIPTION

The facility has one 10 HP air compressor manufactured by Ingersoll Rand located in a shed at the north elevation and one small air dryer unit located inside the hangar area.

CONDITION

The air compressor and small air dryer unit were observed to be in fair condition, no actions are anticipated during the study period.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10-year study period are scheduled below.

ID	Type	Recommendation	Priority	Year	Expenditures
301887	D2010	Replace Wall Mounted Drinking Fountain with Cooling System (Single)	Priority 3	2027	$14,511
301888	D2010	Replace Service Sink Floor Mounted	Priority 3	2027	$9,998
301889	D2010	Replace Service Sink Floor Mounted	Priority 2	2020	$7,607
301890	D2010	Replace Wall Mounted Drinking Fountain with Cooling System (Dual/Bi-Level)	Priority 3	2027	$59,205
301891	D2010	Replace Countertop Double Bowl Kitchen Sinks	Priority 3	2027	$10,554
301892	D2010	Replace Group Wash Fountain System Semicircular - Industrial	Priority 3	2027	$38,890
301893	D2020	Replace Domestic Hot Water Storage Tanks	Priority 3	2027	$33,327
301894	D2020	Replace Domestic Hot Water Heater - Electric	Priority 2	2020	$16,165
301895	D2020	Replace Domestic Hot Water Heater - Electric	Priority 2	2020	$22,822

TOTALS BY YEAR

Year	Total Expenditures
2020	$46,594
2027	$166,485

D30 HVAC

D3011 Oil Supply System

DESCRIPTION

The facility has two 500 gallon above ground diesel fuel tanks located at the north elevation.

CONDITION

The fuel storage tanks appeared to be in fair condition, no actions are anticipated during the study period.

D3032 Direct Expansion Systems

DESCRIPTION

There are four roof mounted full split-systems present, the systems are manufactured by Carrier and have capacities ranging from 2 to 3 tons.

CONDITION

The systems were observed to be in fair condition overall, based on the RULs two of the systems are recommended for replacements late in the study period, one system is recommended for replacement at the midterm of the study period, and one system is recommended for replacement at the beginning of the study period.

D3042 Exhaust Ventilation Systems

DESCRIPTION

There are ten exhaust fans mounted on the roof levels of the building. The exhaust fans have estimated capacities ranging from 750 to 10750 CFM.

CONDITION

The exhaust fans were observed to be in fair condition overall, however five of the exhaust fans have exceed the EUL and are recommended to be replaced at the beginning of the study period. The remaining five exhaust fans are anticipated to need replacement early in the study period.

D3045 Chilled Water Distribution

DESCRIPTION

There are two cold water circulation pumps present on the site, the pumps are estimated at 50-74 HP.

CONDITION

The cold water circulation pumps were observed to be in fair condition, based on the RUL replacements are recommended early in the study period.

D3052 Package Units

DESCRIPTION

The facility has 15 rooftop mounted packaged units manufactured by Carrier with capacities ranging from 4 to 12 Tons.

CONDITION

The rooftop mounted packaged units were observed to be in fair condition overall however ten units have surpassed their EULs and are recommended for replacement at the beginning of the study period. Four of the units are anticipated to need replacement prior to the end of the study period. One unit is anticipated to last beyond the study period.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10-year study period are scheduled below.

ID	Type	Recommendation	Priority	Year	Expenditures
301896	D3030	Replace Split-System (Full System)	Priority 3	2027	$25,243
301897	D3030	Replace Split-System (Full System)	Priority 2	2020	$19,206
301898	D3030	Replace Split-System (Full System)	Priority 3	2023	$14,390
301899	D3030	Replace Split-System (Full System)	Priority 3	2027	$16,829
301900	D3040	Replace Exhaust Fan	Priority 3	2022	$56,406
301901	D3040	Replace Exhaust Fan	Priority 2	2020	$7,039
301902	D3040	Replace Exhaust Fan	Priority 2	2020	$9,708
301903	D3040	Replace Exhaust Fan	Priority 2	2020	$3,641
301904	D3040	Replace Exhaust Fan	Priority 3	2022	$56,406
301905	D3040	Replace Exhaust Fan	Priority 3	2022	$6,559
301906	D3040	Replace Exhaust Fan	Priority 3	2022	$56,406
301907	D3040	Replace CW Circulation Pump/Motor 50-74 HP	Priority 3	2022	$248,246
301908	D3040	Replace Exhaust Fan	Priority 3	2022	$56,406
301909	D3040	Replace Exhaust Fan	Priority 2	2020	$6,068
301910	D3040	Replace Exhaust Fan	Priority 2	2020	$4,369
301911	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 2	2020	$49,464

301912	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 2	2020	$28,265
301913	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 2	2020	$84,795
301914	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 2	2020	$84,795
301915	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 2	2020	$49,464
301916	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 3	2027	$83,584
301917	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 2	2020	$49,464
301918	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 2	2020	$56,530
301919	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 3	2027	$83,584
301920	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 2	2020	$84,795
301921	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 2	2020	$84,795
301922	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 2	2020	$56,530
301923	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 3	2027	$65,010
301924	D3050	Replace Packaged Outdoor - Cooling and Heating	Priority 3	2027	$37,148

TOTALS BY YEAR

Year	Total Expenditures
2020	$678,930
2022	$480,430
2023	$14,390
2027	$311,398

D40 FIRE PROTECTION SYSTEMS

D4011 Sprinkler Water Supply

DESCRIPTION

There is a wet-pipe sprinkler system with standard commercial sprinkler heads present throughout the building.

CONDITION

The wet-pipe sprinkler system appeared to be in fair condition overall, no actions are anticipated during the study period.

D50 ELECTRICAL SYSTEMS

D5012 Low Tension Service & Dist

DESCRIPTION

Power for the facility is provided by multiple subpanels and panelboards located throughout rated for 277/408 volts at 400 to 500 amps. The Main Distribution Panel (MDP) was inaccessible at the time of assessment.

CONDITION

All panelboards and switchboards were observed to be in fair to good condition. No actions are anticipated during the study period.

D5012 Low Tension Service & Dist

DESCRIPTION

There are multiple transformers located throughout the facility ranging from 15 KVA to 150 KVA.

CONDITION

The transformers were observed to be in fair to good condition overall and are expected to last beyond the study period.

D5022 Lighting Equipment

DESCRIPTION

Interior lighting for the facility is provided by fluorescent light fixtures throughout the offices and gym. The hangar areas utilized high bay H.I.D. fixtures. Exterior lighting is provided by LED fixtures mounted to the perimeter walls.

CONDITION

The interior fluorescent light fixtures and interior high bay H.I.D. fixtures were observed to be in fair condition overall however it is recommended to replace the current light fixtures with energy efficient fixtures at the beginning of the study period as part of the energy conservation measurement. The exterior light fixtures have been replaced with energy efficient LED fixtures, therefore; no actions are required during the study period.

D5033 Telephone Systems

DESCRIPTION

There is a telephone and data system present throughout the facility.

CONDITION

The telephone and data system were observed to be in fair condition. Based on changing and innovating technology requirements, replacement is recommended just before mid-term in the study period.

D5037 Fire Alarm Systems

DESCRIPTION

The facility contains a complete fire alarm system including a control panel.

CONDITION

The fire alarm system and control panel were observed to be in fair condition however, based on the RUL replacement of the system is recommended early in the study period.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10-year study period are scheduled below.

ID	Type	Recommendation	Priority	Year	Expenditures
301925	D5020	ECM 002 Update Interior Lighting to Energy Efficient Lighting	Priority 2	2020	$813,105
301926	D5020	Retrofit Light Fixtures to LED type	Priority 2	2020	$57,078
301927	D5030	Replace Telephone & Data System	Priority 3	2023	$897,703
301928	D5030	Replace Fire Alarm System (Full System Inc. Panel)	Priority 1	2022	$1,805,887

TOTALS BY YEAR

Year	Total Expenditures
2020	$870,183
2022	$1,805,887
2023	$897,703

E EQUIPMENT & FURNISHING SYSTEMS

E10 EQUIPMENT

E1031 Vehicular Service Equipment

DESCRIPTION

There are two operable barrier gates located on the site to allow vehicle access to certain areas.

CONDITION

The operable barrier gates were observed to be in fair to good condition and functioned properly, based on the observed condition, replacement is recommended just before mid-term in the study period.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10-year study period are scheduled below.

ID	Type	Recommendation	Priority	Year	Expenditures
301929	E1030	Replace Operable Barrier Gate	Priority 3	2024	$20,878

TOTALS BY YEAR

Year	Total Expenditures
2024	$20,878

E20 FURNISHINGS

E2012 Fixed Casework

DESCRIPTION

The building contains multiple wood constructed fixed casework throughout. The casework consists of standard wall mounted cabinets and standard floor mounted base cabinets with solid surface and laminated countertops.

CONDITION

The fixed casework was observed to be in fair to good condition overall, no actions are anticipated during the study period. Based on the condition of the laminated countertops the RUL has been extended past the study period.

G BUILDING SITEWORK SYSTEMS

G20 SITE IMPROVEMENTS

G2021 Bases and Sub-Bases

DESCRIPTION

There is an asphalt parking lot with stripping and open air parking spaces located south of the facility, there are also open air parking spaces located north of the facility as well.

CONDITION

The asphalt parking lot was observed to be in fair to good condition overall, no actions are anticipated during the study period.

APPENDICES

Appendix A: Capital Expenditures

Appendix B: Photographic Record

Appendix C: Document review and Warranty Information

Appendix D: Equipment Tables

Appendix E: Glossary of Terms

APPENDIX A

Capital Expenditures

Deficiency Report

FD Headquarters

GSF: 94,500

Year Built: 1997 **Renew Year :**

Replacement Cost: $70,875,000

						Materials					
Fiscal Year	**$**	**ID**	**CSI**	**Type Name**	**Description**	**Qty**	**Units**	**Cost**	**Assessed Cost**	**Estimate**	**$**
2020	**$4,158,382**	301824	B2010	Deferred Maintenance	Siding repair/replacement	155	SF	$84.53	$13,102		$13,102
		301825	B2020	Deferred Maintenance	Replace Caulking/Sealant at Exterior Elevations (Expansion Joints, Windows, Storefront, Curtain Walling and Door Openings)	45	LF	$14.70	$662		$662
		301828	C3010	Routine Maintenance	Replace Painted Finish - Standard	54168	SF	$5.29	$286,657		$286,657
		301830	C3020	Deferred Maintenance	Replace Broadloom Standard without Padding	2771	SY	$74.87	$207,451		$207,451
		301831	C3020	Routine Maintenance	Replace Epoxy Floor Coating	60775	SF	$33.81	$2,054,803		$2,054,803
		301838	D2010	Deferred Maintenance	Replace Service Sink Floor Mounted	1	EACH	$7,607.25	$7,607		$7,607
		301841	D2020	Deferred Maintenance	Replace Domestic Hot Water Heater - Electric	85	GALS	$190.18	$16,165		$16,165
		301842	D2020	Deferred Maintenance	Replace Domestic Hot Water Heater - Electric	120	GALS	$190.18	$22,822		$22,822
		301844	D3030	Deferred Maintenance	Replace Split-System (Full System)	3	TON	$6,402.16	$19,206		$19,206
		301854	D3040	Deferred Maintenance	Replace Exhaust Fan	1450	CFM	$4.85	$7,039		$7,039
		301855	D3040	Deferred Maintenance	Replace Exhaust Fan	2000	CFM	$4.85	$9,708		$9,708
		301847	D3040	Deferred Maintenance	Replace Exhaust Fan	750	CFM	$4.85	$3,641		$3,641
		301848	D3040	Deferred Maintenance	Replace Exhaust Fan	1250	CFM	$4.85	$6,068		$6,068

Deficiency Report

						Materials					
Fiscal Year	**$**	**ID**	**CSI**	**Type Name**	**Description**	**Qty**	**Units**	**Cost**	**Assessed Cost**	**Estimate**	**$**
2020	**$4,158,382**	301853	D3040	Deferred Maintenance	Replace Exhaust Fan	900	CFM	$4.85	$4,369		$4,369
		301871	D3050	Deferred Maintenance	Replace Packaged Outdoor - Cooling and Heating	4	TON	$7,066.29	$28,265		$28,265
		301858	D3050	Deferred Maintenance	Replace Packaged Outdoor - Cooling and Heating	8	TON	$7,066.29	$56,530		$56,530
		301859	D3050	Deferred Maintenance	Replace Packaged Outdoor - Cooling and Heating	7	TON	$7,066.29	$49,464		$49,464
		301860	D3050	Deferred Maintenance	Replace Packaged Outdoor - Cooling and Heating	7	TON	$7,066.29	$49,464		$49,464
		301861	D3050	Deferred Maintenance	Replace Packaged Outdoor - Cooling and Heating	12	TON	$7,066.29	$84,795		$84,795
		301862	D3050	Deferred Maintenance	Replace Packaged Outdoor - Cooling and Heating	7	TON	$7,066.29	$49,464		$49,464
		301868	D3050	Deferred Maintenance	Replace Packaged Outdoor - Cooling and Heating	12	TON	$7,066.29	$84,795		$84,795
		301869	D3050	Deferred Maintenance	Replace Packaged Outdoor - Cooling and Heating	8	TON	$7,066.29	$56,530		$56,530
		301870	D3050	Deferred Maintenance	Replace Packaged Outdoor - Cooling and Heating	12	TON	$7,066.29	$84,795		$84,795
		301866	D3050	Deferred Maintenance	Replace Packaged Outdoor - Cooling and Heating	12	TON	$7,066.29	$84,795		$84,795
		301872	D5020	Energy & Sustainability	Retrofit Light Fixtures to LED type	151	EACH	$378.00	$57,078		$57,078
		301873	D5020	Energy & Sustainability	ECM 002 Update Interior Lighting to Energy Efficient Lighting	36348	SF	$22.37	$813,105		$813,105
2022	**$2,441,475**	301833	C3020	Capital Renewal	Replace Rubber Sheet	4754	SF	$32.64	$155,159		$155,159
		301856	D3040	Capital Renewal	Replace CW Circulation Pump/Motor 50-74 HP	2	EACH	$124,122.75	$248,245		$248,246
		301857	D3040	Capital Renewal	Replace Exhaust Fan	10750	CFM	$5.25	$56,406		$56,406
		301849	D3040	Capital Renewal	Replace Exhaust Fan	1250	CFM	$5.25	$6,559		$6,559
		301850	D3040	Capital Renewal	Replace Exhaust Fan	10750	CFM	$5.25	$56,406		$56,406
		301851	D3040	Capital Renewal	Replace Exhaust Fan	10750	CFM	$5.25	$56,406		$56,406

Deficiency Report

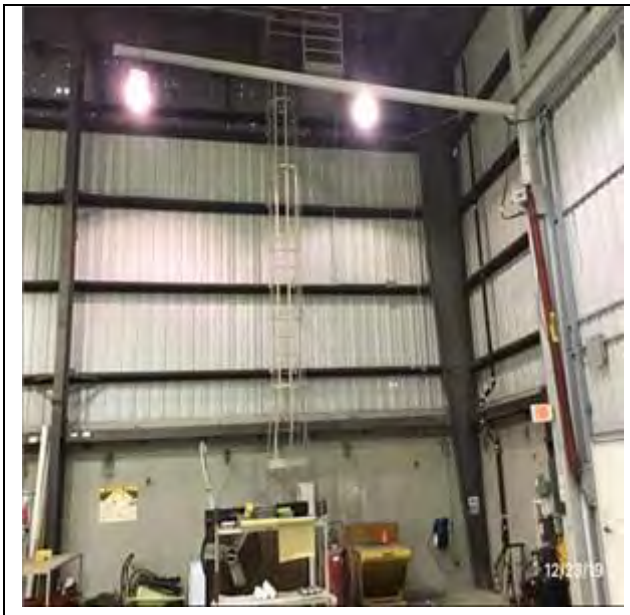
						Materials					
Fiscal Year	**$**	**ID**	**CSI**	**Type Name**	**Description**	**Qty**	**Units**	**Cost**	**Assessed Cost**	**Estimate**	**$**
2022	**$2,441,475**	301852	D3040	Capital Renewal	Replace Exhaust Fan	10750	CFM	$5.25	$56,406		$56,406
		301874	D5030	Capital Renewal	Replace Fire Alarm System (Full System Inc. Panel)	94505	SF	$19.11	$1,805,887		$1,805,887
2023	**$912,093**	301843	D3030	Capital Renewal	Replace Split-System (Full System)	2	TON	$7,194.81	$14,390		$14,390
		301875	D5030	Capital Renewal	Replace Telephone & Data System	94505	SF	$9.50	$897,703		$897,703
2024	**$20,878**	301876	E1030	Capital Renewal	Replace Operable Barrier Gate	2	EACH	$10,439.01	$20,878		$20,878
2025	**$32,009**	301832	C3020	Capital Renewal	Replace Vinyl Composite Tile (VCT)	1516	SF	$21.11	$32,009		$32,009
2027	**$646,212**	301827	C1010	Capital Renewal	Replace Toilet Partition	29	EACH	$5,804.45	$168,329		$168,329
		301834	D2010	Capital Renewal	Replace Group Wash Fountain System Semicircular - Industrial	1	EACH	$38,889.85	$38,890		$38,890
		301835	D2010	Capital Renewal	Replace Wall Mounted Drinking Fountain with Cooling System (Single)	1	EACH	$14,511.15	$14,511		$14,511
		301836	D2010	Capital Renewal	Replace Wall Mounted Drinking Fountain with Cooling System (Dual/Bi-Level)	3	EACH	$19,735.14	$59,205		$59,205
		301837	D2010	Capital Renewal	Replace Countertop Double Bowl Kitchen Sinks	2	EACH	$5,276.78	$10,554		$10,554
		301839	D2010	Capital Renewal	Replace Service Sink Floor Mounted	1	EACH	$9,998.10	$9,998		$9,998
		301840	D2020	Capital Renewal	Replace Domestic Hot Water Storage Tanks	200	GALS	$166.64	$33,327		$33,327
		301845	D3030	Capital Renewal	Replace Split-System (Full System)	3	TON	$8,414.27	$25,243		$25,243
		301846	D3030	Capital Renewal	Replace Split-System (Full System)	2	TON	$8,414.27	$16,829		$16,829
		301867	D3050	Capital Renewal	Replace Packaged Outdoor - Cooling and Heating	7	TON	$9,287.12	$65,010		$65,010
		301863	D3050	Capital Renewal	Replace Packaged Outdoor - Cooling and Heating	9	TON	$9,287.12	$83,584		$83,584
		301864	D3050	Capital Renewal	Replace Packaged Outdoor - Cooling and Heating	9	TON	$9,287.12	$83,584		$83,584

Deficiency Report

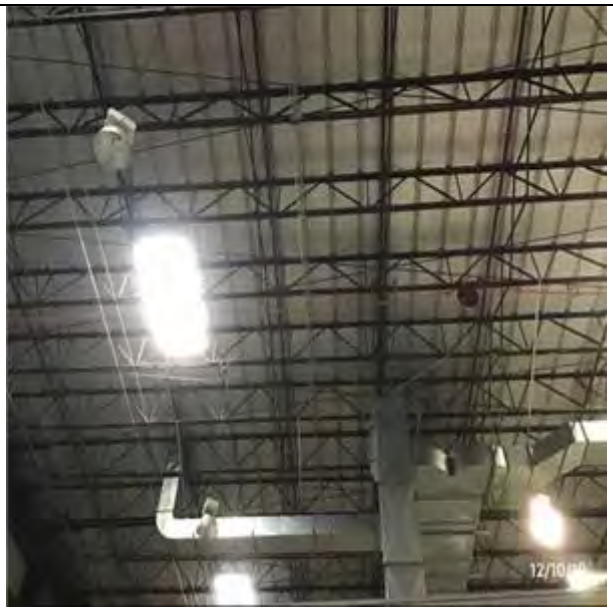
						Materials					
Fiscal Year	**$**	**ID**	**CSI**	**Type Name**	**Description**	**Qty**	**Units**	**Cost**	**Assessed Cost**	**Estimate**	**$**
2027	**$646,212**	301865	D3050	Capital Renewal	Replace Packaged Outdoor - Cooling and Heating	4	TON	$9,287.12	$37,148		$37,148
2028	**$1,003,905**	301826	B3020	Capital Renewal	Replace Skylight - Plastic	2536	SF	$241.43	$612,271		$612,271
		301829	C3010	Routine Maintenance	Repaint Interior Walls	54168	SF	$7.23	$391,635		$391,635
Total										Total:	**$9,214,954**

APPENDIX B

Photographic Record



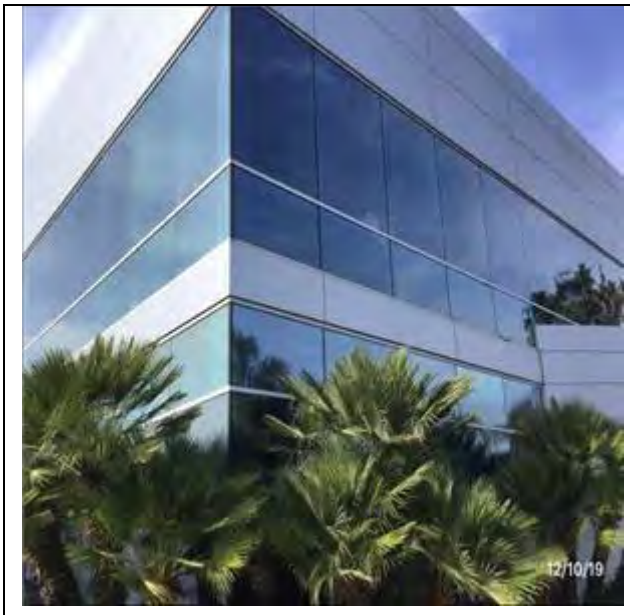
View of Ladder - Vertical Steel Construction



B1021 Flat Roof Construction :-
View of Open-Web Steel Joists with Metal Roof Deck

View of Aluminum Siding

B2011 Exterior Wall Construction :-
View of Cladding - Preformed Corrugated Metal Wall Panels



View of Aluminum Window Units - Fixed or Single Hung

B2023 Storefronts :-
View of Storefronts - Glazed Aluminum Framed with Swing Doors

View of Rolling Overhead Doors, Electric

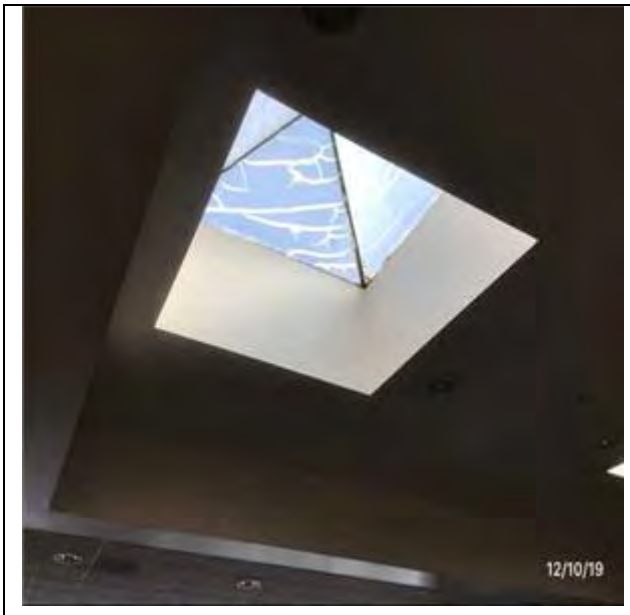
B2039 Other Doors & Entrances :-
View of Double HM Doors

View of Standing Seam Metal Roof Panels

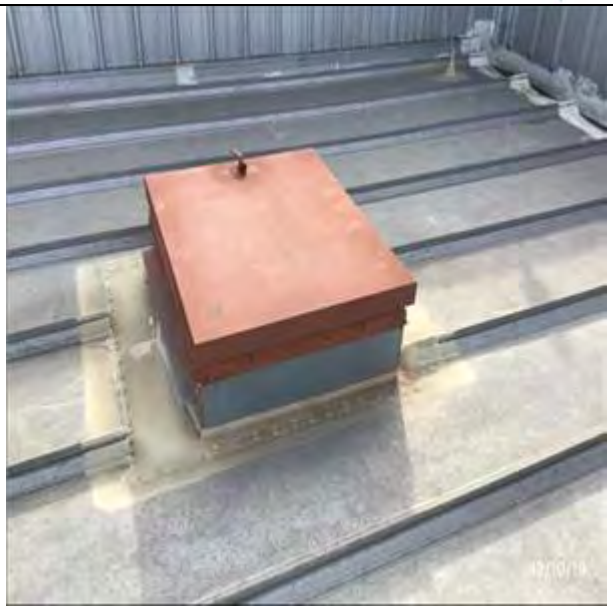
B3016 Gutters and Downspouts :-
View of Roof Drains and Interior Leaders

View of Skylight – Glass

B3021 Glazed Roof Openings :-
View of Skylight - Plastic



View of Skylight – Plastic



B3022 Roof Hatches :-
View of Galvanized Steel Hatch

View of Gypsum Wall Board Stud Walls

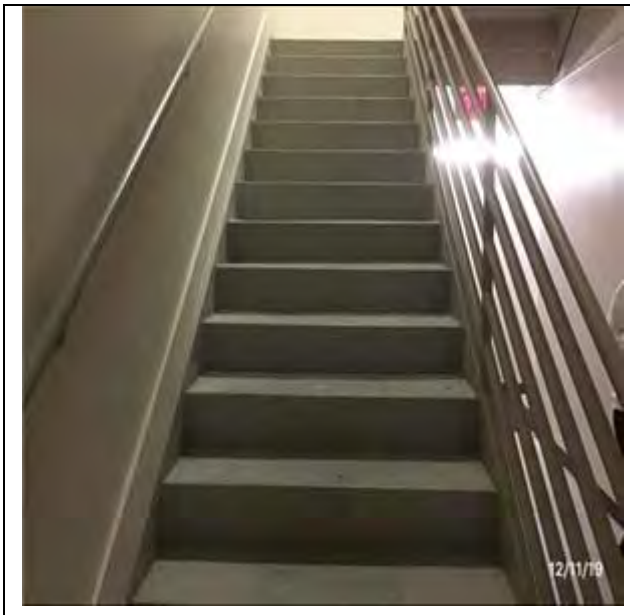
C1014 Site Built Toilet Partitions :-
View of Toilet Partition

View of Standard

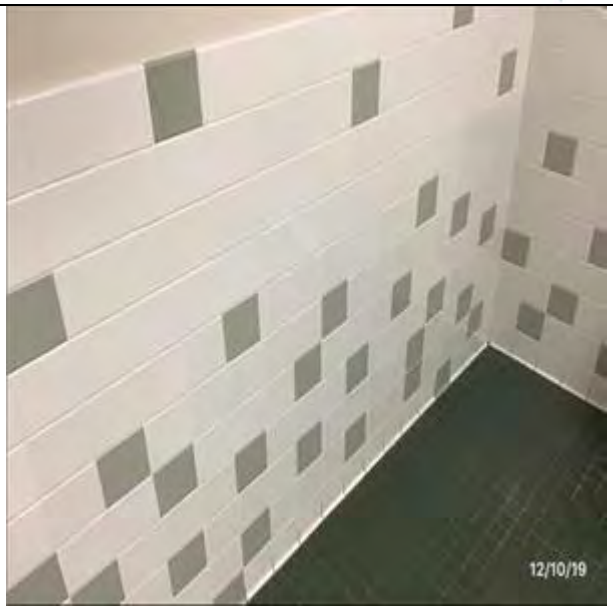
C1021 Interior Doors :-
View of Interior Double Wood Door(s)

View of Interior Single Wood Door(s)

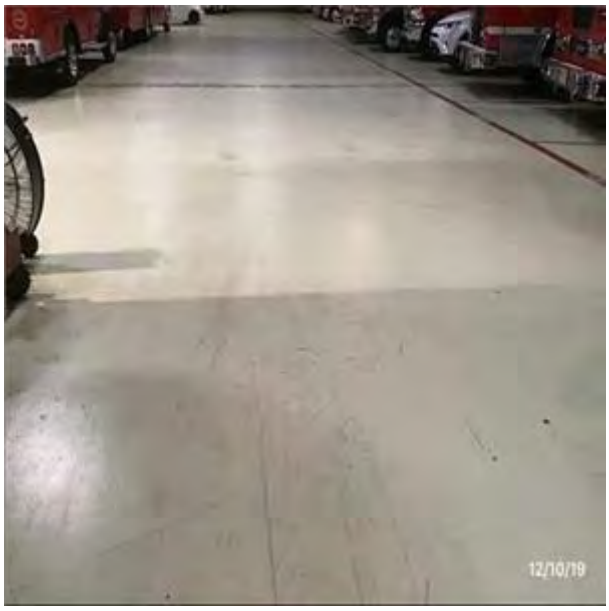
C2011 Regular Stairs :-
View of Regular Stairs - Cement Fill Metal Pan



View of Regular Stairs - Cement Fill Metal Pan

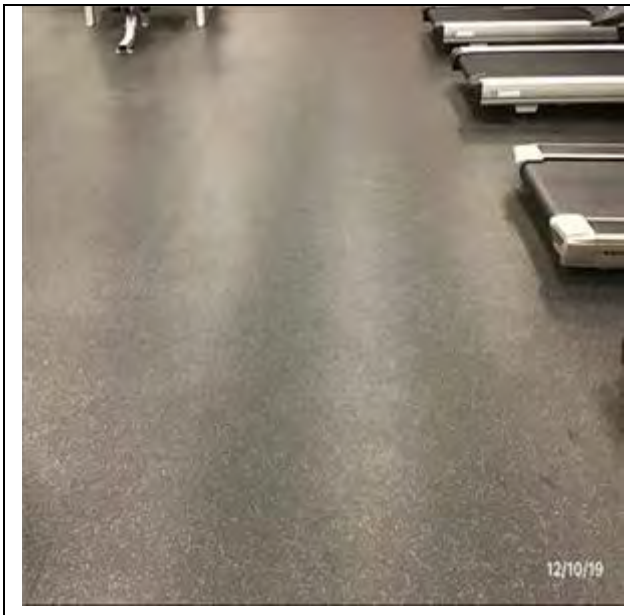


C3012 Wall Finishes to Interior Walls :-
View of Ceramic Wall Tiles



View of Epoxy Floor Coating

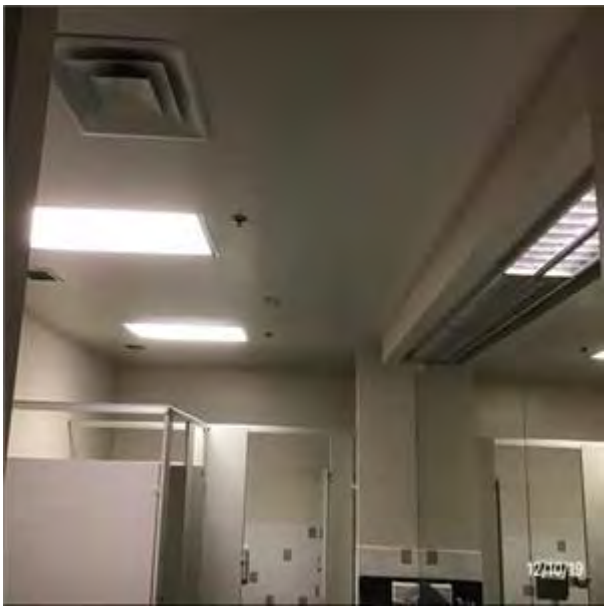
C3024 Flooring :-
View of Ceramic Tile



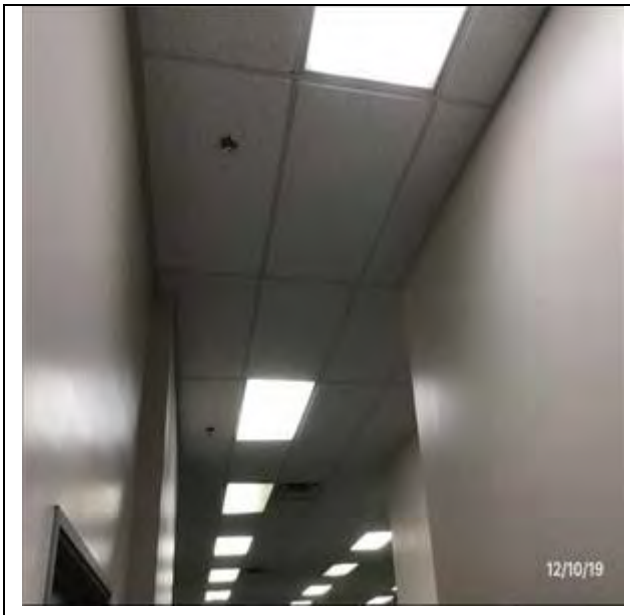
View of Rubber Sheet

C3024 Flooring :-
View of Vinyl Composite Tile (VCT)

View of Broadloom Standard without Padding



C3031 Ceiling Finishes :-
View of Gypsum Wall Board Ceilings

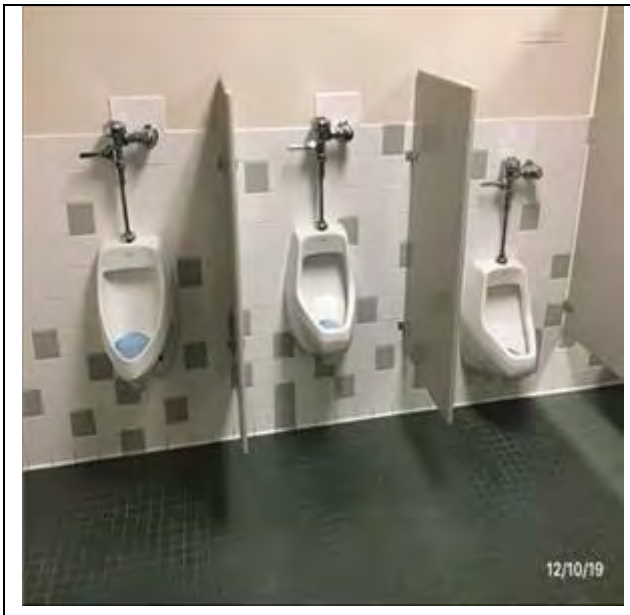


View of Acoustic Ceiling System – Standard

D1011 Passenger Elevators :-
View of Elevator Cab Finishes

View of Hydraulic Elevator – Standard

D2011 Water Closets :-
View of Floor Mounted Water Closets

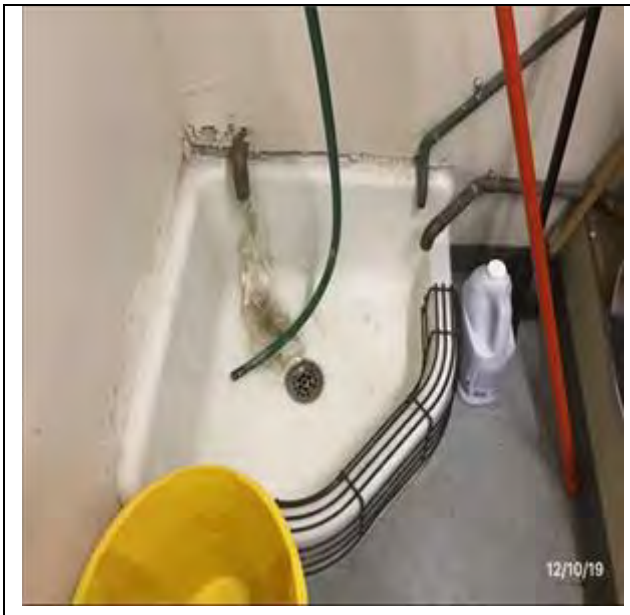


View of Wall Hung Urinals

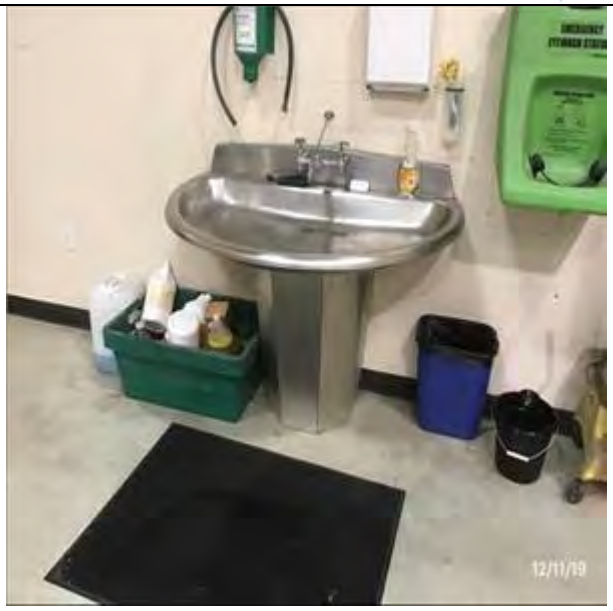
D2013 Lavatories :-
View of Vanity Top Lavatories

View of Countertop Double Bowl Kitchen Sinks

D2014 Sinks :-
View of Service Sink Floor Mounted



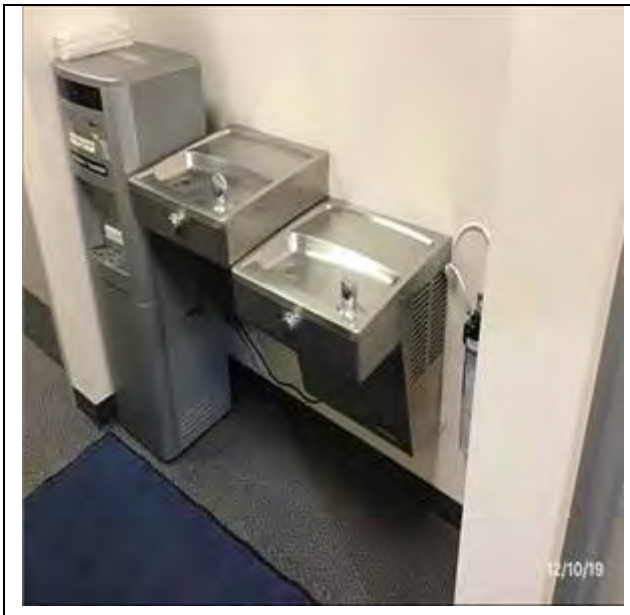
View of Service Sink Floor Mounted



D2016 Wash Fountains :-
View of Group Wash Fountain System Semicircular - Industrial

View of Shower - Three Wall Ceramic Tile

D2017 Showers :-
View of Shower - Three Wall Ceramic Tile



View of Wall Mounted Drinking Fountain with Cooling System (Dual/Bi-Level)

D2018 Drinking Fountains and Coolers :-
View of Wall Mounted Drinking Fountain with Cooling System (Single)

View of Domestic Hot Water Heater – Electric

D2022 Hot Water Service :-
View of Domestic Hot Water Heater - Electric

View of Domestic Hot Water Storage Tanks

D2099 Other Piping Systems :-
View of Air Compressor - 10 H.P.

View of Air Dryer(s) – Small

D3011 Oil Supply System :-
View of Fuel Tank, Above Ground - Steel - 275 Gal

View of Split-System (Full System)

D3032 Direct Expansion Systems :-
View of Split-System (Full System)

View of Split-System (Full System)

D3032 Direct Expansion Systems :-
View of Split-System (Full System)

View of Exhaust Fan

D3042 Exhaust Ventilation Systems :-
View of Exhaust Fan

View of Exhaust Fan

D3042 Exhaust Ventilation Systems :-
View of Exhaust Fan

View of Exhaust Fan

D3042 Exhaust Ventilation Systems :-
View of Exhaust Fan

View of Exhaust Fan

D3042 Exhaust Ventilation Systems :-
View of Exhaust Fan

View of Exhaust Fan

D3042 Exhaust Ventilation Systems :-
View of Exhaust Fan

View of CW Circulation Pump/Motor 50-74 HP

D3045 Chilled Water Distribution :-
View of CW Circulation Pump/Motor 50-74 HP

View of Packaged Outdoor - Cooling and Heating

D3052 Package Units :-
View of Packaged Outdoor - Cooling and Heating

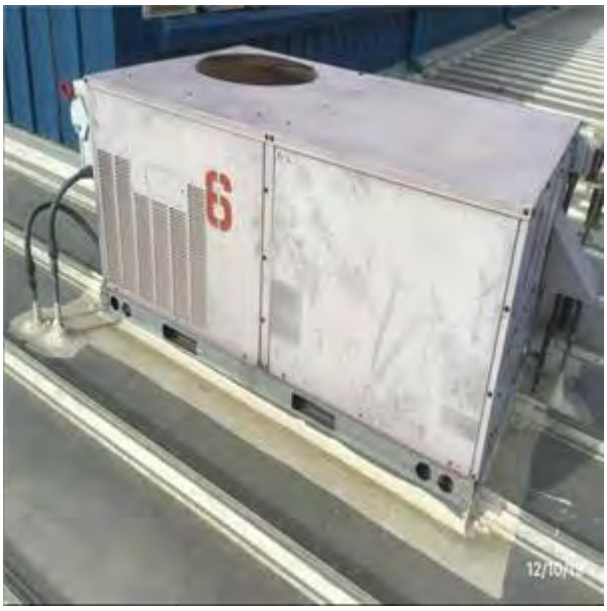
View of Packaged Outdoor - Cooling and Heating

D3052 Package Units :-
View of Packaged Outdoor - Cooling and Heating

View of Packaged Outdoor - Cooling and Heating

D3052 Package Units :-
View of Packaged Outdoor - Cooling and Heating

View of Packaged Outdoor - Cooling and Heating



D3052 Package Units :-
View of Packaged Outdoor - Cooling and Heating

View of Packaged Outdoor - Cooling and Heating

D3052 Package Units :-
View of Packaged Outdoor - Cooling and Heating

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D3052 Package Units :-
View of Packaged Outdoor - Cooling and Heating

View of Packaged Outdoor - Cooling and Heating

D4011 Sprinkler Water Supply :-
View of Wet-Pipe Sprinkler System

View of Wet-Pipe Sprinkler System

D4011 Sprinkler Water Supply :-
View of Wet-Pipe Sprinkler System

View of Panelboard - 277/480volts, 60 to 2000amp

D5012 Low Tension Service & Dist :-
View of Panelboard - 277/480volts, 60 to 2000amp

View of Panelboard - 277/480volts, 60 to 2000amp

D5012 Low Tension Service & Dist :-
View of Switchboard - 277/480volts, 400 to 2000amp

View of Transformer - 15 KVA

D5012 Low Tension Service & Dist :-
View of Transformer - 30 KVA

View of Transformer - 30 KVA

D5012 Low Tension Service & Dist :-
View of Transformer - 75 to 500 KVA

View of Transformer - 75 to 500 KVA

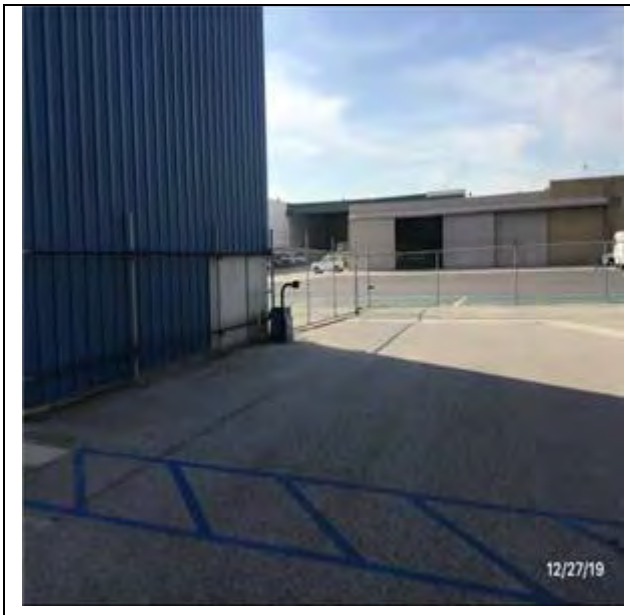
D5012 Low Tension Service & Dist :-
View of Transformer - 75 to 500 KVA

View of Transformer - 75 to 500 KVA

D5022 Lighting Equipment :-
View of H.I.D High Bay Fixture(s)

View of Interior Light Fixtures – Fluorescent

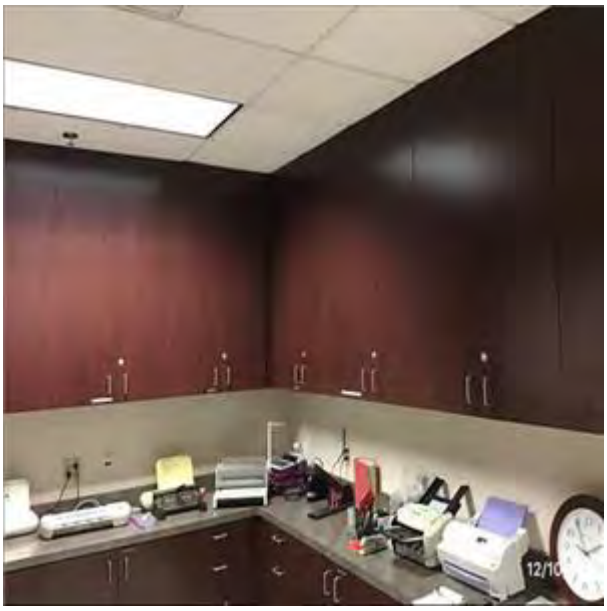
D5037 Fire Alarm Systems :-
View of Fire Alarm System (Full System Inc. Panel)



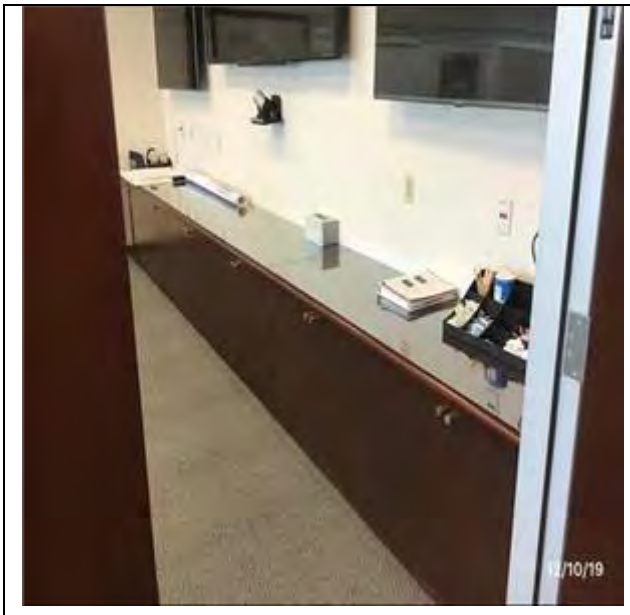
View of Operable Barrier Gate

E2012 Fixed Casework :-
View of Counter Top - Laminated

View of Floor Mounted Base Cabinet(s) – Standard



E2012 Fixed Casework :-
View of Wall Mounted Cabinets - Standard



View of Counter Top - Solid Surface

G2021 Bases and Sub-Bases :-
View of Asphalt Parking Lot With Striping

APPENDIX C

Document Review and Warranty Information

The following documents were reviewed as part of the facility condition assessment of the FD Headquarters facility:

- Initial as-built plans were provided for review.

APPENDIX D

Equipment Tables

Table D10 Summary of Elevators and Lifts

Equipment Type	Manufacturer	Model No.	Serial No.	Tag	Capacity (Pounds)	Speed (FPM)	No. Of Landings	Year of Install
Hydraulic	Montgomery KONE	S505-66	C-P-MX094781	Unknown	Unknown	Unknown	2	2007

Table D20 Summary of Domestic Water Heating Equipment

Location	Equipment Type	Manufacturer	Model No.	Serial No.	Tag	Capacity / Rating	Fuel Type	Year
Interior	Commercial Water Heater	Rheem	ES85-6-G	RR0598E00414	Unknown	85 GAL	Electric	1998
Interior	Commercial Water Heater	Rheem/Ruud	ES120-9-G	CS0898. RR0798E00438	Unknown	120 GAL.	Electric	1998
Interior	Separate Storage Tank	Bradford White	VR200-162	H07J0003181 2	Unknown	200 GAL	Electric	2007

Table D30 Summary of HVAC Equipment

Location	Equipment Type	Manufacturer	Model No.	Serial No.	Tag	Capacity / Rating	Fuel Type	Year
Roof	Split-System (Full System)	Carrier	38CKC03 6610	2899E10 652	CU-2	3 Ton	Electric	1999
Roof	Exhaust Fan	Greenheck	GB-091-4-X	1265794 2 1111	EF11	1250 CFM	Electric	2000
Roof	Exhaust Fan	Unknown	Unknown	Unknown	Unknown	900 CFM	Electric	1997
Roof	Exhaust Fan	Loren Cook	150ACEB	138S521 0430000 0730109 98	Unknown	1450 CFM	Electric	2000
Roof	Exhaust Fan	Loren Cook	100C15D H	138S517 5210000 0360308 98	Unknown	750 CFM	Electric	2000
Roof	Exhaust Fan	Loren Cook	120 ACEB	138S521 1260000 0182009 98	Unknown	2000 CFM	Electric	2000
Roof	Heat Pump	Carrier	50HJQ01 2—601–	1598G30 433	1B	12 Ton	Electric	1998
Roof	Heat Pump	Carrier	50HJQ00 8—601–	1097G30 496	13	8 Ton	Electric	1997
Roof	Heat Pump	Carrier	50HJQ01 2—601–	2198G30 596	4	12 Ton	Electric	1998
Roof	Heat Pump	Carrier	50HJQ01 2—601–	2698G30 534	1A	12 Ton	Electric	1998
Roof	Heat Pump	Carrier	50HJQ00 7—601–	0898G20 160	Unknown	7 Ton	Electric	1998
Roof	Heat Pump	Carrier	50HJQ00 7—601–	3098G20 257	3	Unknown	Electric	1998
Roof	Heat Pump	Carrier	50HJQ00 7—601–	3098G20 258	5	7 Ton	Electric	1998
Roof	Heat Pump	Carrier	50HJQ00 8—601–	1097G30 488	12	8 Ton	Electric	1997
Roof	Heat Pump	Carrier	50HJQ01 2—601–	2698G30 530	2	12 Ton	Electric	1998
Roof	Heat Pump	Carrier	50HJQ00 4—601–	3098G20 222	6	4 Ton	Electric	1998
Roof	Split-System (Full System)	Unknown	25HBR32 4A310	3607E06 360	C1	2 Ton	Electric	2007
Roof	Split-System (Full System)	Carrier	N2A318A KA100	E073608 291	Unknown	3 Ton	Electric	2007

Roof	Split-System (Full System)	Carrier	Unknown	Unknown	Unknown	2 Tons	Electric	2003
Roof	Exhaust Fan	Greenheck	GB-330-50-X	11037322 0709	EF5	10750 CFM	Electric	2007
Roof	Exhaust Fan	Greenheck	GR-330-50-X	11037875 5070	EF7	10750 CFM	Electric	2007
Roof	Exhaust Fan	Greenheck	GB-330-50-X	11037323 0709	EF6	10750	Electric	2007
Roof	Exhaust Fan	Greenheck	GB-330-50-X	11037324 0709	EF4	10750 CFM	Electric	2007
Roof	Exhaust Fan	Loren Cook	100ACEB	138S5210430000036030998	Unknown	1250 CFM	Electric	2007
Roof	Heat Pump	Carrier	50HJQ004—621–	3207G50456	HP16	4 Ton	Electric	2007
Roof	Heat Pump	Carrier	50HJQ009—601–	3407G11987	HP20	9 Ton	Electric	2007
Roof	Heat Pump	Carrier	50HJQ009—601–	3407G30832	HP17	9 Ton	Electric	2007
Roof	Heat Pump	Carrier	50HJQ007—621–	3707G40504	HP19	7 Ton	Electric	2007
Roof	Heat Pump	Carrier	50TCQA05A2A6A0A0A0	1311G50034	Unknown	5 Ton	Electric	2011

APPENDIX E

Glossary of Terms

Acronyms & Glossary of Terms

ABC	Aggregate Base Course
BUR	Built-Up Roof
CIP	Cast-In-Place
CMU	Concrete Masonry Unit
EIFS	Exterior Insulation and Finish System
EPDM	Ethylene Propylene Diene Monomer
HM	Hollow Metal Doors
MH	Man Holes
SC	Solid Core Doors
TPO	Thermoplastic Polyolefin
AHU	Main Air Handling Units
EF	Exhaust Fan
EMC	Electrical Metallic Conduit
EMT	Electrical Metallic Tubing
FACP	Fire Alarm Control Panel
FCC	Fire Command Center
FCU	Fan Coil Unit
FSS	Fuel Supply System
MDP	Main Distribution Panel
NAC	Notification Appliance Circuit
RTU	Roof Top Unit
SES	Service Entrance Switchboards
VAV	Variable Air Volume
VFD	Variable Frequency Drives
CRV	Current Replacement Value
DM	Deferred Maintenance
EOL	End of Life
EUL	Estimated Useful Life
FCI	Facility Condition Index
HVAC	Heating Ventilating and Air Conditioning
RUL	Recommended Useful Life
AMP	Amperage
BTU/HR	British Thermal Units per Hour
FPM	Feet per Minute (Elevator Speed)
GPF	Gallons Per-Flush
HID	High-Intensity Discharge
HP	Horse Power
KVA	Kilovolt-Ampere
kW	Kilowatt
PSF	Pounds-Per-Square-Foot
PSI	Pounds-Per-Square-Inch
RO	Reverse Osmosis
SF	Square Foot
SY	Square Yards
NEMA	National Electrical Manufactures Association
NFPA	National Fire Protection Association

Acronyms & Glossary of Terms

BTU – British Thermal Unit; the energy required to raise the temperature of one pound of water by one degree.

Building Envelope – The enclosure of the building that protects the building's interior from the outside elements, namely the exterior walls, roof, and soffit areas.

Building Systems – Interacting of independent components or assemblies, which from single integrated units, that comprise a building and its site work, such as, pavement and flatwork, structural frame, roofing, exterior walls, plumbing, HVAC, electrical, etc.

Caulking – Soft, putty-like material used to fill joints, seams, and cracks.

Codes – See building codes.

Component – A fully functional portion of a building system, piece of equipment, or building element.

Deferred Maintenance – Physical deficiencies that cannot be remedied with routine maintenance, normal operating maintenance, etc., excluding de minimis conditions that generally do not present a material physical de3ficiency to the subject property.

Expected Useful Life (EUL) – the average amount of time in years that an item, component of system is estimated to function when installed new and assuming routine maintenance is practiced.

Facility – All of any portion of buildings, structures, site improvements, complexes, equipment, roads, walks, passageways, parking lots, or other real or personal property located on site.

Flashing – A think, impervious sheet of material placed in construction to prevent water penetration or to direct the flow of water. Flashing is used especially at roof hips and valleys, roof penetrations, joints between a roof and a vertical wall, and in masonry walls to direct the flow of water and moisture.

Remaining Useful Life (RUL) – A subjective estimate based upon observations, or average estimates of similar items, components, or systems, or a combination thereof, of a number of remaining years that an item, component, or system is established to be able to function in accordance with its intended purpose before warranting replacement. Such period of time is affected by the initial quality of an item, component, or system, the quality of the initial installation, the quality and amount of preventative maintenance exercised, climatic conditions, extend of use, etc.

Structural Frame – the components or building systems that support the building's non-variable forces or weights (dead loads) and variable forces or weights (live loads).

Thermal Resistance (R) – A unit used to measure a material's resistance to heat transfer. The formula for thermal resistance is: R=Thickness (in inches)/K.

Warranty – Legally enforceable assurance of quality or performance of a product or work, or of the duration of satisfactory performance. Warranty guarantee and guaranty are substantially identical in meaning; nevertheless, confusion frequently arises from supposed distinctions attributed to guarantee (or guaranty) being exclusively indicative of duration of satisfactory performance or of a legally enforceable assurance furnished by a manufacturer or other third party. The uniform commercial code provisions on sales (effective in all states except Louisiana) use warranty but recognize the continuation of the use of guarantee and guaranty.

Appendix C

Completed Exhibit C

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant: Atkins North America, Inc. dba Faithful+Gould
Name, Title Dean Leonard, Vice President - Strategic Asset Management

By:_____

SAMPLE

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 20, 2022

Agenda Item #: 5

Agenda Item: Lake Tahoe Airport Pavement Maintenance Matching Grant Application to Caltrans

Executive Summary: On September 2, 2015, the City of South Lake Tahoe accepted Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #3-06-0249-038-2015 to Update a Pavement Maintenance Management Plan Study. This grant will help eliminate 4.5% of the 10% the FAA requires for matching. This program is vital because of the environmental conditions here in Tahoe that deteriorate the pavement around the Airport and the City.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Airport Manager to apply for FY 2022 Caltrans AIP Matching Grant for Lake Tahoe Airport and appropriating $8,006 from General Fund Undesignated Excess Reserves for City grant match.
Responsible Staff Member: John Dickinson, Airport Manager

Responsible Staff Member: John Dickinson, Airport Manager

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Stroud, City Attorney

Attachments:

01-Staff Report Matching Caltrans
02- Resolution FY2022 Caltrans AIP Matching Grant

City of South Lake Tahoe
Report to **City Council**

Meeting Date: September 20, 2022

Title: Lake Tahoe Airport Pavement Maintenance Matching Grant and

Resolution

Application Location: 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150

Responsible Staff Member: John Dickinson, Airport Manager (530) 307-2652

Background: On September 2, 2015, the City of South Lake Tahoe accepted Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #3-06-0249-038-2015 to Update a Pavement Maintenance Management Plan Study. The engineering site survey supporting the 2015-2017 Airport Pavement Maintenance Plan is now over five years old. The Lake Tahoe region has significant freeze thaw cycles which accelerate pavement deterioration requiring continual reevaluation of pavement conditions city-wide. The City of South Lake Tahoe, as Airport Sponsor, has contractually agreed as a condition for accepting Airport Improvement Program Grants to maintain an airport pavement maintenance management program in compliance with Federal Airport Sponsor Grant Assurances.

11. **Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

Source: 2020 Federal Aviation Administration Airport Sponsor Grant Assurances

In consultation with the Federal Aviation Administration (FAA) and Airport Engineer, Jviation, Inc., the Airport Manager recommended an updated analysis of the airport's pavements to support cost- effective pavement maintenance. One goal is to make sound engineering recommendations to extend the engineered lifecycle of pavements to the greatest extent practicable. On September 7, 2021, City Council approved submittal of a Grant Application to FAA in support of an update to the Pavement Maintenance Management Plan Study. FAA has tentatively approved $131,002.00 to support this study. Approval and Acceptance of this funding will be brought forth to City Council upon receiving the awarded contract. Staff had intended to submit a Matching Grant Application to Caltrans at the time, but funds were not available, and the amount awarded from FAA was also unknown. With a tentative award of $131,002.00 the Airport Manager can submit an accurate matching grant application to

Caltrans.

Issue and Discussion: The Federal Aviation Administration under Title 49 § 47171, et seq. allows for general aviation airports to appropriate 90% Federal share for Airport Improvement Program grants and requires the airport sponsor to contribute 10% match from a combination of state or local sources. The California Transportation Commission, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports as matching funds; certifying local funding availability of 5.5% total project costs. The Airport Manager, recommends submitting a matching grant application for the Update of the Lake Tahoe Airport Pavement Maintenance Management Plan in the amount of $6,550.00. In October 2021, City Council set aside $16,667 for matching funds for the federal grant. With the current estimated project costs of $145,558.00, that match can be decreased to $8006.00.

An airport pavement maintenance management plan determines maintenance, strengthening, and/or rehabilitation schedules for the airport's capital improvement program, allowing for the orderly budgeting of maintenance and rehabilitation funds over a twenty-year planning horizon. Airport management must be able to anticipate the remaining life of existing pavements, knowing when it will be necessary to apply strengthening overlays or reconstruct existing pavements. We are requesting authorization to apply for a Caltrans AIP Matching grant to study and evaluate pavement conditions in 2023.

Staff Recommendation:

Pass a Resolution approving and authorizing the Airport Manager to apply for a FY 2022 Caltrans Airport Improvement Program Matching Grant to fund an airport pavement maintenance management plan update for the Lake Tahoe Airport in the amount up to $6,550.00 and appropriate $8006.00 from the General Fund Undesignated Reserve Grant Match.

Financial Implications: Upon approval of Caltrans Matching grant, authorize Finance Director to appropriate budget in account# 501 80035 as follows:

<u>2022 AIP Grant: Lake Tahoe Airport Pavement Maintenance Management Plan Update</u>
Estimated Project Cost $145,558.00
4.5% Caltrans AIP Matching Grant Participation
$6,550.00
5.5% City Grant Match $8,006.00

- 90% FAA AIP Grant Participation will be brought forth for budget appropriation upon final contract award.

Environmental Considerations: This project has previously obtained a CEQA Categorical Exclusion under 14 CCR §15262, "Feasibility & Planning Study" and a NEPA Categorical Exemption under 307o. "Approving AIP funding for a request to issue a planning grant that does not commit the FAA to a project". As this project is a planning study there are no other environmental implications associated with the project regarding discretionary approval by the City Council. The Airport Pavement Maintenance Management Plan will assess the current condition of existing airport pavements and make recommendations for possible future actions which does not involve any City Council action that either funds, or approves any

recommendations made in the study.

Policy Implications: Maintaining a current airport pavement maintenance plan is an Airport Sponsor Grant Assurance condition for accepting Federal funding for the construction, rehabilitation or reconstruction of airport pavements. In order to maintain eligibility for future FAA funding for pavements, the airport updates its plan based on a 5-year cycle or as conditions warrant. The cycle is determined by geographic and environmental considerations. Pavements in Lake Tahoe are subject to an environment with significant freeze/thaw cycles accelerating pavement deterioration.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 20, 2022

Authorizing the Airport Manager to Apply for FY 2022 Caltrans AIP Matching Grant for Lake Tahoe Airport and Appropriating $8,006 from General Fund Undesignated Excess Reserves for City Grant Match

A. The Airport Manager requests authority to submit a California Department of Transportation Airport Improvement Program Matching Grant application, execute a grant agreement with the California Department of Transportation Aeronautics Division, accepts the allocation of grant funds, and certify the availability of the City's 5.5% share of total project cost matching funds; and

B. The City of South Lake Tahoe applied to the Federal Aviation Administration (FAA) for a Federal AIP grant for the Lake Tahoe Airport Pavement Maintenance Management Plan Update in the amount of $166,667; FAA has tentatively approved $131,002 based on the revised project cost; and

C. The Federal Aviation Administration under Title 49 § 47171, et seq. allows for general aviation airports to appropriate 90% Federal share for Airport Improvement Program grants and requires the airport sponsor to contribute 10% match from a combination of state or local sources; and

D. The California Transportation Commission, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports as matching funds; certifying local funding availability of 5.5% total project costs; and

E. The California Department of Transportation requires City Council to adopt a resolution authorizing the submission of an application for an AIP Matching grant; and

F. The Airport Manager recommends the City of South Lake Tahoe, California submit a matching grant application for the Lake Tahoe Airport Pavement Maintenance Management Plan Update, included in the 2020 Caltrans Aeronautics Program and the 2021 FAA Airport Capital Improvement Plan; and

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED that the City Council of the City of South Lake Tahoe:

1. Authorizes the Airport Manager to file an application for a State AIP Matching grant for this project.

2. Authorizes accepting the allocation of State AIP Matching funds for the project in the amount of $6,550.00 and authorizes the Finance Director to appropriate budget into acct# 501-80035-33214.

3. Authorizes the City Manager to execute an AIP Matching Grant Agreement for this project.

4. Upon approval of Caltrans Grant, authorizes budget appropriation of $8,006.00 from the General Fund Undesignated Excess Reserves Grant Match set aside balance into

revenue acct# 501-80035-36300, and total expense appropriations of $14,556 into Engineering Study/Design account 501-80035-48010.

Adopted by the City of South Lake Tahoe City Council on September 20, 2022 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date: _____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 20, 2022

Agenda Item #: 6

Agenda Item: Appropriation of $275,530 of Additional Project Construction Contingency Funds for the Recreation and Aquatics Center Project - Phase 1

Executive Summary: During construction of the Phase 1 scope, several design issues as well as some unforeseen conditions relating to existing infrastructure of the 56 Acres property resulted in significant construction change orders that will deplete the originally appropriated 10% project contingency of $275,573. Staff is requesting an appropriation of an additional 10% construction contingency in the amount of $275,573 from Measure P cash balance as detailed in the Resolution to cover the pending contract change orders and prepare for any future concerns with the Phase 1 project.

Staff proposes to return to Council at the end of the Phase 1 project with a final and balancing contract change order report which will document all change orders issued and provide for transfer of any remaining contingency balance back to the Measure P fund or the Phase 2 project budget.

Requested Action / Suggested Motions: Pass a Resolution appropriating an additional 10% project construction contingency from Measure P Funds in the amount of $275,530 for additional work relating to utility infrastructure at the project site.
Responsible Staff Member: Jim Marino, Capital Improvements Project Manager

Responsible Staff Member: Jim Marino, Capital Improvements Project Manager

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Rec Center Phase 1.docx
02-Resolution-Rec Center Phase 1 Project Contingency.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: September 20, 2022

Title: Appropriation of Additional Project Construction Contingency Funds for the Recreation and Aquatics Center Project - Phase 1

Location: 1150 Rufus Allen Boulevard, South Lake Tahoe, CA

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027.

Background: The City Council approved the budget appropriation from Measure P for the Recreation and Aquatics Center Phase 1 construction ($2,755,730.53) and construction contingency (10% - $275,573.00) at their June 21, 2022 meeting. Construction on the project commenced in July 2022 and is currently in progress.

Issue and Discussion: During construction of the Phase 1 scope, several design issues as well as some unforeseen conditions relating to existing infrastructure of the 56 Acres property resulted in significant construction change orders that will deplete the originally appropriated 10% project contingency of $275,573. The approved change orders to date are listed below in *Table A:*

CCO #	Item	CCO Cost	Reason
001	Remove and dispose additional Split Rail Fence	$2,603.83	Owner Directed
002	Remove and dispose campground site separation logs	4,848.43	Owner Directed
004	Remove and dispose existing 2" underground water line	13,257.65	Unforeseen Condition
006r2	Realign Sewer Main: Add 308 linear feet of 8 "sewer main at 11' deep, add three manholes at 11' deep, tree removal, remove 300 linear feet of existing sewer main at 11' deep back to existing manhole, patch pave campground roadway.	232,523.70	Discrepancies between design documents and Field Conditions - Elevation discrepancy with design forced a realignment to maintain STPUD requirement of 1% minimum slope
007	Vertical realignment of new water main serving fire suppression at crossing with existing electrical feed supplying El Dorado County Library	4,936.62	Unforeseen Condition

Table A – Approved Contract Change Orders affecting existing Project Contingency Appropriation

As of this report draft, the total Contract Change Orders affecting the project contingency appropriation amount to $258,170 thus leaving a contingency balance of $17,402.00

The project team forecasts the following change orders as shown in *Table B* below.

CCO #	Item	CCO Estimated Cost	Reason
00X	Install 860' of 3.5" electrical conduit and 883' of conductor to supply power to existing Campground Maintenance Shop	$119,266.75	Discrepancies between design documents and Field Conditions
00X	Install curb & gutter and patch pave Rufus Allen Blvd due to alignment of existing STPUD Water Main being 10' east of location shown on drawings	$TBD	Discrepancies between design documents and Field Conditions
00X	Install slurry at water main and sewer main crossing per STPUD standards	$TBD	Regulatory requirement
00X	Provide 3.5" electrical conduit and conductor from existing service panel at Highway 50 to water main backflow preventer at Rufus Allen Blvd to supply electrical for backflow preventer heat.	$70,000	Discrepancies between design documents and Field Conditions

Table B – Projected upcoming contract change orders (pending design option and cost option analysis)

While all the costs for the pending change orders in *Table B* have not been finalized, staff feels the pending changes will exceed the available contingency budget and the additional budget will allow the project to proceed without any delays.

Financial Implications: Staff is requesting an appropriation of an additional 10% construction contingency in the amount of $275,573 from Measure P cash balance as shown below in Table C and as detailed in the attached resolution (02) to cover the pending contract change orders and prepare for any future concerns with the Phase 1 project. Staff proposes to return to Council at the end of the Phase 1 project with a final and balancing contract change order report which will document all change orders issued and provide for transfer of any remaining contingency balance back to the Measure P fund or the Phase 2 project budget.

Table C below provides the proposed Measure P appropriation. The Resolution (Attachment 02) provides detailed information.

Fund: (from)	To: Project Fund/Object	Amount:
36309 Transfer in Measure P	30160018-48032	$275,573.00
	Total	**$275,573.00**

Table C– Transfer of Measure P to Project Fund

Environmental Considerations: California Environmental Quality Act (CEQA) mitigated negative declaration documents for the 56 Acre Master Plan and the Recreation and Aquatics Center were adopted by the City Council on January 18, 2022 [State Clearing House (file #2021120206)] and the Notice of Determination filed with the El Dorado County Clerk on January 19, 2022. The additional work being done under Phase I of the construction is within the scope of the adopted Mitigated Negative Declaration and no additional environmental review is required under CEQA Guidelines 15162.

Policy Implications: The Project is consistent with the following:

Strategic Plan 1.2 – Mid-town Revitalization - Action Items

1. Complete the 56-acre Master Plan that includes implementation and funding strategies and enter into a lease agreement with El Dorado County.
2. Complete the new Recreation and Swim Complex.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 20, 2022

Appropriation of Funds for Construction Contingency of the Multi-Generational Recreation and Aquatics Center Phase 1 Project PWC 15-30160018-Phase 1

BACKGROUND

A. The City of South Lake Tahoe has designated the Multi-Generational Recreation and Aquatics Center a viable and highly desired community project.

B. The Department of Public Works solicited bids for construction of Phase 1of the project.

C. Upon evaluation of proposals, and staff recommendation, the City Council awarded a Public Works Agreement in the amount of $2,755,730.53 to McCuen Construction Inc of Loomis, CA at their June 21, 2022 City Council Meeting.

D. Additionally, at the June 21, 2022 meeting, the City Council appropriated a project contingency of 10% of construction agreement in the amount of $275,573.

E. During construction of the project, the Contractor encountered several issues regarding underground utilities requiring use of the appropriated construction contingency in full.

F. The Department of Public Works recommends an additional appropriation of Measure P funds towards the project in the amount of $275,573 for project contingency moving forward to completion.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Approves the transfer of $275,573 of Measure P funds into the project fund (30160018) to supplement project construction contingency. Fund transfer detail in the table below.

36309	Measure P	(-) $275,573
30160018-48032	Construction Contingency	(+) $275,573

Adopted by the City of South Lake Tahoe City Council on September 20, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 20, 2022

Agenda Item #: 7

Agenda Item: Budget Transfer of $63,982.17 to Purchase Storage Pods for Parks and Recreation Department and For Other Miscellaneous Maintenance Needs

Executive Summary: Parks and Recreation Department stores their equipment during the winter season at 1740 D Street Facility. However, due to the construction of the new Multi-Generational Recreation Center, power to the sign shop and other facilities has been cut off, and the sign shop has relocated to 1740 D Street, where Parks typically stores its equipment. Therefore, the Parks and Recreation Department is in need of storage facilities to protect its equipment. The Parks and Recreation Department has requested the purchase and installation of storage Pods behind the existing Recreation Center. These pods will be installed through a Use Permit from the Development Services. In March 2021, with the Mid-Year budget approval, the City Council approved $80,000 to upgrade the Pioneer-Ski Run video detection camera. The City contracted with the California Department of Transportation which maintains the City's Traffic Signal. Caltrans was able to complete the work for $16,017.3. The Public Works Department is requesting the transfer of the remainder of the budget, $63,982.17, to purchase the necessary storage pods for the Parks and Recreation Department. The storage pods are estimated to cost approximately $30,000, and the remainder will be used for miscellaneous maintenance needs.

Requested Action / Suggested Motions: Pass a Resolution authorizing the transfer of $63,982.17 from the CIP Account for Pioneer-Ski Run Cameras to Miscellaneous Maintenance CIP Account.
Responsible Staff Member: Anush Nejad, Director of Public Works

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031
Lauren Thomaselli, Director of Parks and Recreation (530) 542-6197

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Parks Pods.docx
02-Resolution - Budget Transfer Pods.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: September 20, 2022

Title: Purchase of Storage Pods for Parks and Recreation Department

Location: Citywide

Responsible Staff Member: Anush Nejad, Director of Public Work – (530) 542-6031
Lauren Thomaselli, Director of Parks and Recreation – (530) 542-6197

Background: Phase 1 of the Multi-Generational contract is underway and the power to the Parks Department area, including the Sign Shop, has been cut off due to construction work. The Streets Sign Shop has relocated to Public Works Department 1740 D Streets to an area that typically houses the Parks Department equipment. Now, there is a need for additional storage pods for the Parks Department to protect their equipment during the winter season.

Issue and Discussion: The Parks and Recreation Department has requested the purchase and installation of storage Pods behind the existing Recreation Center. These pods will be installed through a Use Permit from the Development Services. The Public Works Department plans to procure and install three (3) storage pods behind the current recreation center, in accordance with City's procurement policy. The cost of the pods is approximately $7,500 each. The total expenditure, including installation, visual screen, etc., is about $30,000. Public Works will obtain a Use-Permit from the Development Services for the installation of the storage pods. The storage pods will protect City assets and will be used by the Parks Department until a permanent storage facility is identified and constructed, which may take over 5-years.

In March 2021, with the Mid-Year budget approval, the City Council approved $80,000 to upgrade the Pioneer-Ski Run video detection camera. The City contracted with the California Department of Transportation which maintains the City's Traffic Signal. Caltrans was able to complete the work for $16,017.3. The Public Works Department is requesting the transfer of the remainder of the budget, $63,982.17, to purchase the necessary storage pods.

Financial Implications: Staff is requesting a transfer of the remaining balance of $63,982.17 from Account 301-50040, Pioneer-Ski Run Camera, to Account 301-70020, Miscellaneous Maintenance CIP Account.

Environmental Considerations: This purchase is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications: The purchase of storage pods will protect city assets and will preserve the equipment during the winter seasons.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 20, 2022

Authorizing the transfer of $63,982.17 from CIP Account-Pioneer-Ski Run Camera to Miscellaneous Maintenance Account

BACKGROUND

A. The City Council allocated $80,000 for the Ski-Run Camera with the 2022 Mid-Year budget allocation.

B. The City was able to complete the work for $16,017.03 through a contract with the California Department of Transportation.

C. The Parks and Recreation Department is in the need of storage pods to protect their equipment during winter seasons due to changes in Campground facilities because of the new Multigenerational Recreation Center construction.

D. Staff is recommending transfer of the balance of the funds in the CIP project for Ski-Run Camera to the Miscellaneous Maintenance Account to fund the purchase and installation of the storage pods and for other miscellaneous maintenance needs as they arise.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Does hereby authorize the transfer of the remaining account balance in the amount of $63,982.17 from CIP Account 301-50040 - Pioneer-Ski Run Camera, into Account 301-70020 – Miscellaneous Maintenance CIP and an increase to the Miscellaneous Maintenance expenditure budget by the said amount for the purchase and installation of the storage pods and other miscellaneous maintenance needs.

Adopted by the City of South Lake Tahoe City Council on September 20, 2022, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 20, 2022

Agenda Item #: 8

Agenda Item: Ordinance Amending Chapter 4.175 (Polystyrene and Plastic Food Packaging Regulations) of the South Lake Tahoe City Code to Establish a Municipal Use and Commercial Ban on Single-Use Plastic Water Bottles (First Reading)

Executive Summary: On June 7, 2022, City Council heard a presentation and directed that this ordinance be brought back for consideration to take certain actions to further regulate single-use plastics, especially plastic water bottles. The proposed ordinance would establish a municipal use and commercial ban on single-use plastic water bottles smaller than one gallon, to be phased in over time. The municipal use ban would be effective on April 22 (Earth Day), 2023, and the commercial ban would be effective one year later, on April 22, 2024. The proposed ordinance also removes exceptions for hardship and polystyrene raw food packaging, makes the City the enforcement agency for the state's Single-Use Foodware Accessories and Condiments law, and makes other edits for clarity and consistency with state laws that came into effect after the City's original ordinance was adopted in 2018.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance amending Chapter 4.175 (Polystyrene and Plastic Food Packaging Regulations) of the South Lake Tahoe City Code to establish a municipal use and commercial ban on single-use plastic water bottles, and refer second reading to the City Council meeting on October 4, 2022.
Responsible Staff Member: Heather Stroud, City Attorney

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046
Sara Letton, Sustainability Coordinator (530) 542-6175

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director

Attachments:

01 - Staff Report.docx
02 - Ordinance Amending Chapter 4.175 (Single-Use Plastics).docx
03 - Redline of SLTCC Chapter 4.175.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: September 20, 2022

Title: Ordinance Amending Chapter 4.175 (Polystyrene and Plastic Food Packaging Regulations) of the South Lake Tahoe City Code to Establish a Municipal Use and Commercial Ban on Single-Use Plastic Water Bottles (First Reading)

Location: Citywide

Responsible Staff Member: Heather L. Stroud, City Attorney (530) 542-6046
Sara Letton, Sustainability Coordinator (530) 542-6175

Background: Single-use plastics are a significant source of waste and pollution because of the sheer volume of these products produced and used by consumers and the long amount of time they exist in the environment after their short useful life ends. Single-use plastics are generally defined as goods made primarily from petrochemicals that are meant to be disposed of right after use. These include items such as plastic straws, coffee stir sticks, shopping bags, beverage bottles, and packaging. Discarded plastics are particularly damaging to water quality because they don't really break down or decompose; they just break apart eventually into microplastics that end up washed downstream into waterbodies. The University of California Davis's Tahoe Environmental Resource Center (TERC) has been leading a study of the effects of microplastics in Lake Tahoe, and in 2020, found plastic in almost every sample taken from beaches around the Lake. Because no wastewater is discharged to Lake Tahoe, most of the microplastic waste appears to be coming from plastic litter, especially plastic bottles and bags.

The City's location in the Lake Tahoe Basin makes us stewards of this internationally treasured resource. The City Council has recognized waste management and stewardship as priority Goal 3.4 in the 2021-2026 Strategic Plan, which includes Action Item 4, to "evaluate the option to ban certain single-use plastics, especially water bottles."

The City has already taken significant steps in regulating single-use plastics:

- In 2013, the City Council became one of the first cities in California to regulate single-use plastic bags, by adopting Ordinance No. 1061.

- In 2018, the City Council adopted the Polystyrene and Plastic Food Packaging Regulations, codified at South Lake Tahoe City Code chapter 4.175. This ordinance prohibits "food providers" from providing plastic utensils, straws, or stirrers except upon request, and from providing polystyrene food containers. It also prohibits vendors from selling polystyrene products including coolers, cups, bowls, plates, and packing peanuts, and prohibits the use of polystyrene at City facilities and special events.

- In 2021, the City Council repealed its single-use plastic bag regulations to instead follow state law adopted in 2016, which is applicable to more types of establishments.

Additionally, the California Legislature has been active in regulating single-use plastics in recent years:

- In 2016, the state implemented a single-use plastic bag ban, codified in Public Resources Code sections 42280-42288. This law prohibits most grocery stores, large retail stores with a pharmacy, and convenience stores that sell food and alcoholic beverages from providing their customers with bags designed for a single use only, unless those bags are made with recycled paper. These stores may provide customers with certified reusable grocery bags and must charge at least 10 cents for each reusable plastic or recycled paper bag. Cities may enforce the state law with civil penalties up to $1,000 per day. As mentioned above, the City follows this law.

- In 2021, the Legislature passed the Single-Use Foodware Accessories and Condiments law, codified at Public Resources Code sections 42270-42273, which became effective on January 1, 2022. This law prohibits a “food facility” from providing single-use plastic items except on request. This covers items such as utensils, straws, stirrers, and condiment cups and packets. This law requires cities to designate an enforcement agency with $25 fines for each day in violation, up to $300 per year. The law includes a savings clause that allows cities to adopt stricter regulations.

- Senate Bill 54, titled the Plastic Pollution Producer Responsibility Act, was signed by the Governor this summer. This bill prohibits the sale, distribution, or importing into California any single-use, non-recyclable or non-compostable disposable packaging and food ware service products manufactured after January 1, 2032.

On June 7, 2022, the City Council heard a presentation on this item and provided direction to bring back an ordinance to further restrict the use of single-use plastics, especially single-use plastic water bottles.

Issue and Discussion:
The proposed amendments to the City’s Polystyrene and Plastic Food Packaging Regulations accomplish the following in accordance with previous City Council direction:

- Prohibits single-use water bottles of less than one gallon, at City facilities and permitted temporary activities and special events. This municipal use ban is effective on April 22 (Earth Day), 2023. See § 4.175.050(A).

- Prohibits sale of single-use plastic water bottles of less than one gallon within the City of South Lake Tahoe. This commercial ban is effective on April 22 (Earth Day), 2024. See § 4.175.050(B).

- Removes exceptions for hardship and polystyrene raw food packaging that are currently in § 4.175.050.

- Takes on City enforcement role for state Single-Use Foodware Accessories and Condiments law. See § 4.175.060(C).

- Makes other edits for clarity and consistency with new state laws, including updates to definitions.

These amendments, except for the single-use plastic water bottle municipal use and commercial ban which are phased in through April 2024, would be effective on January 1, 2023. The League to Save Lake Tahoe has assisted with outreach efforts on this ordinance in the past and has indicated a willingness to partner on outreach on these amendments this Fall.

The phased approach to the municipal use and commercial bans will allow time develop alternatives for accessible drinking water. For example, the City will be looking at installing water bottle refilling stations at City parks and/or acquiring portable water refilling stations for use at City events and permitted special events and temporary activities. Grant funding from CalRecycle and Take Care Tahoe may be available to offset some of the costs.

Financial Implications: Staff is evaluating the cost of installing water bottle refilling stations and acquiring portable water refilling stations.

Environmental Considerations: Providing direction to staff on possible future regulations is not a “project” subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15307 (actions by regulatory agencies for protection of natural resources) and 15308 (actions by regulatory agencies for protection of the environment).

Policy Implications: This item advances progress on Strategic Plan Goal 3.4, Waste Management and Stewardship, Action Item 4 “Evaluate the option to ban certain single-use plastics, especially water bottles.” In addition to reducing the amount of plastic waste and microplastics in the Lake Tahoe Basin, these amendments would have the added benefit of reducing greenhouse gas emissions consistent with the City’s Climate Action Plan. Because of South Lake Tahoe’s relatively remote location, transporting single-use plastic water bottles to South Lake Tahoe for consumption and transporting empty bottles to Nevada for recycling, which is only one part of the life cycle of a single-use plastic water bottle, generates a significant amount of greenhouse gases.

Ordinance 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

October 4, 2022

An Ordinance Amending Chapter 4.175 (Polystyrene and Plastic Food Packaging Regulations) of the South Lake Tahoe City Code to Establish a Municipal Use and Commercial Ban on Single-Use Plastic Water Bottles

FINDINGS

A. The City of South Lake Tahoe has the police power under article XI, §7 of the California Constitution to protect the health, safety, and welfare of the community, including the ability to protect and enhance the natural environment.

B. The City of South Lake Tahoe shares approximately 4.5 miles of shoreline with Lake Tahoe, which is the largest alpine lake in North America and at 1,645 feet, is the second deepest lake in the United States after Crater Lake in Oregon. Lake Tahoe was formed about 2 million years ago and is known for the clarity of its water, with objects visible over 70 feet deep in some places. The Lake Tahoe Basin is home to a range of wildlife including black bears, bald eagles, osprey, and 24 species of native and non-native fish.

C. Lake Tahoe is also a major tourist attraction, with approximately 15 million visitors each year. South Lake Tahoe is the most densely populated area and the only incorporated city in the Lake Tahoe Basin.

D. On April 3, 2018, City Council adopted Ordinance No. 1117 establishing South Lake Tahoe City Code chapter 4.175 (Polystyrene and Plastic Food Packaging Regulations), which became effective on October 1, 2018.

E. On October 20, 2020, the City Council passed Resolution No. 2020-097 adopting the Climate Action Plan “to help the City achieve its goals to reduce its greenhouse gas emissions” and “demonstrate environmental leadership that has been a benchmark of the Tahoe Basin.” The Climate Action Plan includes Action WA-3 to implement waste and climate change education, including “helping to create and publicize a waste reduction pledge from community partners that interact with visitors” and “supporting the creation of local life cycle analyses, specifically of recycling plastics vs. landfilling plastics.”

F. The City Council has recognized waste management and stewardship as priority Goal 3.4 in the 2021-2026 Strategic Plan, which includes Action Item 4, to “evaluate the option to ban certain single-use plastics, especially water bottles.”

G. In October 2021, Governor Newsom signed into law California Assembly Bill (AB) 1276 which prohibits food facilities from providing any single-use foodware or condiment package unless requested by the customer. AB 1276, codified at California Public Resources Code sections 42270-42273 ("Single-Use Foodware Accessories and Condiments"), requires the City to authorize an enforcement agency to enforce these new state requirements, and this Ordinance authorizes the City to be the enforcement agency.

H. Between 2014-2021, the League to Save Lake Tahoe held 172 community clean-up events around Lake Tahoe at which volunteers picked up 5,702 plastic bottles and 14,296 bottle caps, approximately half of which were plastic.

I. Discarded plastics are particularly damaging to water quality because they break apart into microplastics, defined as plastic fragments less than 5 millimeters in length, which end up washed downstream into waterbodies. Researchers from the University of California at Davis Tahoe Environmental Research Center (TERC) have been leading a study on the effects of microplastics in Lake Tahoe and in 2020, found plastic in almost every sample taken from beaches around the Lake. Because no wastewater is discharged to Lake Tahoe, most of the microplastics appear to be coming from plastic litter, especially plastic bottles and bags. TERC is studying the extent of harm from microplastics on freshwater ecosystems.

J. Especially because of South Lake Tahoe's relatively remote location, the life cycle of single-use plastic water bottles generates a significant amount of greenhouse gases in South Lake Tahoe, even if they are properly disposed of and recycled. Based on data received from the City's franchise waste hauler South Tahoe Refuse, an average of 209,372 pounds per year of plastic bottles (PET #1) have been hauled to its recycling facility in Nevada over the past three years (2019-2021). While not all of these are single-use water bottles, and South Tahoe Refuse does not track this data, anecdotally, single-use water bottles make up a significant share of PET #1 bottles. Assuming that these bottles originated at a distribution center in Sacramento, the greenhouse gases generated from just transporting the bottles from Sacramento to South Lake Tahoe and then to the recycling center in Nevada amount to approximately 205 metric tons of carbon dioxide equivalent per year. For single-use water bottles, this figure does not include the additional greenhouse gases generated by getting water to the bottling plant, hauling bottled water to the distributor, or manufacturing and recycling the plastic bottles.

K. South Lake Tahoe enjoys excellent quality drinking water. The Tahoe Water Suppliers Association (TWSA), which includes California and Nevada municipal water agencies, provides outstanding, pure source water even before treatment, and its members have 6 of the total 60 "filtration avoidance" permits given among the 160,000 public water systems in the United States. The TWSA and Take Care Tahoe have initiated the "Drink Tahoe Tap" campaign to encourage residents and visitors to forego bottled water in favor of local tap water, in part to reduce waste and plastic pollution.

L. On June 7, 2022, City Council received a presentation regarding potential amendments to the Polystyrene and Plastic Food Packaging Regulations and provided direction to staff to bring this Ordinance back for discussion.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Chapter 4.175 (Polystyrene and Plastic Food Packaging Regulations) is hereby amended to read as follows:

4.175.010 Purposes.
4.175.020 Definitions.
4.175.030 Polystyrene ban.
4.175.040 Plastic single-use foodservice ware ban.
4.175.050 Single-use plastic water bottle ban.
4.175.060 Enforcement and violation – Penalty.
4.175.070 Severability.

4.175.010 Purposes.
The purpose of this chapter is to regulate the use of certain single-use expanded polystyrene and plastic products in order to reduce and prevent the presence of this type of litter in the environment and prevent this type of litter, including microplastics, from polluting Lake Tahoe and to promote environmentally sustainable practices that limit the amount of waste and greenhouse gases produced in the city of South Lake Tahoe.

4.175.020 Definitions.
"Expanded polystyrene" or "EPS" means a foam material made of blown polystyrene, and expanded and extruded foams (sometimes called Styrofoam) which are thermoplastic petrochemical materials utilizing a styrene monomer which is often used to hold prepared food.

"Expanded polystyrene products" means any items such as coolers, ice chests, cups, bowls, plates, clamshell containers, shipping boxes, packing peanuts, packaging materials or any other merchandise made from expanded polystyrene that is not wholly encapsulated or encased by a more durable material.

"Food provider" generally means any vendor, business, organization, entity, group, or individual that offers food or beverages to the public for consumption on or off premises, regardless of whether there is a charge for the food. "Food provider" typically includes restaurants, retail food establishments, caterers, cafeterias, stores, shops, sales outlets, grocery stores, delicatessens, itinerant restaurants and mobile food vendors.

"Prepared food" means any food, including beverages, which is served or prepared for consumption, including ready-to-eat and takeout food. "Prepared food" does not include raw, butchered meats, fish and/or poultry sold from a butcher case or similar food establishment.

"Plastic" means a synthetic or semisynthetic material chemically synthesized by the polymerization of organic substances that can be shaped into various rigid and flexible forms, and includes coatings and adhesives, and includes, without limitation, polyethylene terephthalate (PET), high density polyethylene (HDPE), polyvinyl chloride (PVC), low density polyethylene (LDPE), polypropylene (PP), polystyrene (PS), polylactic acid (PLA), and aliphatic biopolyesters, such as polyhydroxyalkanoate

(PHA) and polyhydroxybutyrate (PHB). “Plastic” does not include natural rubber or naturally occurring polymers such as proteins or starches.

“Single-use” means designed to be used once and then discarded, and not designed for repeated use and sanitizing.

“Single-use foodservice ware” means all of the following single-use items containing or provided alongside prepared food: cups, bowls, plates, trays, cartons, clamshell containers, cup lids, utensils (forks, knives, spoons, and sporks), chopsticks, condiment cups and packets, straws, stirrers, splash sticks, and cocktail sticks.

“Single-use plastic water bottle” means a single-use plastic container of less than one gallon containing non-sparkling, unflavored drinking water.

“Vendor” means any store or business which sells or offers goods or merchandise, located or operating within the city of South Lake Tahoe, including those referenced in “Food provider.”

4.175.030 Polystyrene ban.

A. No food provider shall sell or otherwise provide prepared food in EPS single-use foodservice ware.

B. No vendor shall sell or otherwise provide EPS foodservice ware or expanded polystyrene products.

C. No person shall distribute EPS foodservice ware or expanded polystyrene products at a city facility or city-affiliated event, and all city concessionaires, lessees, licensees, and permittees for facility use, special events, and temporary activities shall comply with this section. No city funds shall be used to purchase expanded polystyrene products.

D. Products made from expanded polystyrene which are wholly encapsulated or encased by a more durable material are exempt from the provisions of this section. Examples include surfboards, life preservers, and craft supplies which are wholly encapsulated or encased by a more durable material, and coolers encased in hard plastic.

4.175.040 Plastic single-use foodservice ware ban.

No food provider shall sell or otherwise provide plastic single-use foodservice ware except upon request.

4.175.050 Single-use plastic water bottle ban.

A. Effective April 22, 2023, no person shall distribute single-use plastic water bottles at a city facility or city-affiliated event, and all city concessionaires, lessees, licensees, and permittees for facility use, special events, and temporary activities shall comply with this section. No city funds shall be used to purchase single-use plastic water bottles.

B. Effective April 22, 2024, no vendor shall sell single-use plastic water bottles in the City of South Lake Tahoe.

C. The provisions of this section shall not apply in cases of emergency or other city situations where the city manager finds that relying on single-use plastic water bottles is necessary to protect the public health, safety, and welfare, and no reasonable

alternative would serve the same purpose, including lack of available potable water due to a natural disaster.

4.175.060 Enforcement and violation – Penalty.

A. A violation of any provision of this chapter by any person, food provider or vendor is subject to the following administrative fines, which shall be appealable pursuant to the procedures in chapter 2.30 of this code.

1. A fine not exceeding $100.00 for a first violation.

2. A fine not exceeding $200.00 for a second violation of this chapter within one year.

3. A fine not exceeding $500.00 for each additional violation of this chapter within one year.

B. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the city attorney, including but not limited to administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

C. The city is the authorized enforcement agency for violations of Chapter 5.2 of Part 3 of Division 30 of the California Public Resources Code (Single-Use Foodware Accessories and Condiments). Such violations are subject to a fine of $25 for each day in violation not exceeding $300 per year, which shall be appealable pursuant to the procedures in chapter 2.30 of this code.

4.175.070 Severability.

If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid or ineffective by any court of competent jurisdiction, or by reason of any preemptive legislation, that invalidity shall not affect the validity of the remaining provisions of this chapter. The city council declares that it would have passed this chapter and each section, subsection, subdivision, sentence, clause and phrase, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or words be declared invalid.

SECTION 2. The City Council finds that adoption of the proposed Ordinance is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15061(b)(3) (common sense exemption that CEQA does not apply to projects where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment), 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment) because it is an action taken by the City in its regulatory capacity to protect natural resources and the environment. Adopting the proposed Ordinance would protect the environment by reducing plastic and polystyrene waste and reducing greenhouse gas emissions from transporting and recycling single-use plastic water bottles.

SECTION 3. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 4. This Ordinance shall become effective on January 1, 2023.

Adopted by the City of South Lake Tahoe City Council on October 4, 2022 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Chapter 4.175

POLYSTYRENE AND PLASTIC FOOD PACKAGING REGULATIONS

Sections:

4.175.010 Purposes.
4.175.020 Definitions.
4.175.030 Polystyrene ban.
4.175.040 Plastic single-use foodservice ware ban.
4.175.050 Single-use plastic water bottle ban.~~Exemptions.~~
~~4.175.060 Operative date.~~
4.175.~~070~~ 060 Enforcement and violation – Penalty.
4.175.~~080~~ 070 Severability.

4.175.010 Purposes.

The purpose of this chapter is to regulate the use of certain single-use expanded polystyrene and plastic products in order to reduce and prevent the presence of this type of litter in the environment and prevent this type of litter, including microplastics, from polluting Lake Tahoe and to promote environmentally sustainable practices that limit the amount of waste and greenhouse gases produced in the city of South Lake Tahoe.

4.175.020 Definitions.

~~A. "Biodegradable" means compostable (separately defined) or the ability of organic matter to break down from a complex to a more simple form through the action of bacteria or to undergo this process.~~

~~B. "Compostable" means all the materials in the product or package will break down, or otherwise become part of, usable compost (e.g., soil conditioning material, mulch). Compostable disposable food containers must meet ASTM standards for compostable materials.~~

~~C. "Disposable foodservice ware" means single-use disposable products used in the restaurant and food service industry for serving prepared food and includes, but is not limited to, cups, bowls, plates, trays, cartons, clamshell containers, cup lids, straws, stirrers, forks, spoons, knives, napkins, trays, and other items primarily designed for use in consuming food.~~

~~D.~~ "Expanded polystyrene" or "EPS" means a foam material made of blown polystyrene, and expanded and extruded foams (sometimes called Styrofoam) which are thermoplastic petrochemical materials utilizing a styrene monomer which is often used to hold prepared food.

~~E.~~ "Expanded polystyrene products" means any items such as coolers, ice chests, cups, bowls, plates, clamshell containers, shipping boxes, packing peanuts, packaging materials or any other merchandise made from expanded polystyrene that is not wholly encapsulated or encased by a more durable material.

~~F.~~ "Food provider" generally means any vendor, business, organization, entity, group, or individual that offers food or beverages to the public for consumption on or off premises, regardless of whether there is a charge for the food. "Food provider" typically includes restaurants, retail food establishments, caterers, cafeterias, stores, shops, sales outlets, grocery stores, delicatessens, itinerant restaurants and mobile food vendors.

~~G.~~ "Prepared food" means any food, including beverages, which is served or prepared for consumption, including ready-to-eat and takeout food. "Prepared food" does not include raw, butchered meats, fish and/or poultry sold from a butcher case or similar food establishment.

"Plastic" means a synthetic or semisynthetic material chemically synthesized by the polymerization of organic substances that can be shaped into various rigid and flexible forms, and includes coatings and adhesives, and includes, without limitation, polyethylene terephthalate (PET), high density polyethylene (HDPE), polyvinyl chloride (PVC), low density polyethylene (LDPE), polypropylene (PP), polystyrene (PS), polylactic acid (PLA), and aliphatic biopolyesters, such as polyhydroxyalkanoate (PHA) and polyhydroxybutyrate (PHB). "Plastic" does not include natural rubber or naturally occurring polymers such as proteins or starches.

~~H. "Plastic cutlery" means any utensil, such as a fork, spoon, spork, or knife, made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, intended for only one-time use. "Plastic cutlery" includes compostable and biodegradable petroleum or biologically based polymer forms of cutlery, but does not include forms of cutlery that are made from nonplastic materials, such as paper, sugar cane, bamboo, etc.~~

~~I. "Plastic beverage straw" means a tube made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, for transferring a beverage from its container to the mouth of the drinker. "Plastic beverage straw" includes compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from nonplastic materials, such as paper, sugar cane, bamboo, etc.~~

~~J. "Plastic stirrer" means a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources. "Plastic stirrer" includes compostable and biodegradable petroleum or biologically based polymer stirrers, but does not include stirrers that are made from nonplastic materials, such as paper, sugar cane, bamboo, etc.~~

"Single-use" means designed to be used once and then discarded, and not designed for repeated use and sanitizing.

"Single-use foodservice ware" means all of the following single-use items containing or provided alongside prepared food: cups, bowls, plates, trays, cartons, clamshell containers, cup lids, utensils (forks, knives, spoons, and sporks), chopsticks, condiment cups and packets, straws, stirrers, splash sticks, and cocktail sticks.

"Single-use plastic water bottle" means a single-use plastic container of less than one gallon containing non-sparkling, unflavored drinking water.

~~K.~~ "Vendor" means any store or business which sells or offers goods or merchandise, located or operating within the city of South Lake Tahoe, including those referenced in "Food provider."

4.175.030 Polystyrene ban.

A. No food provider shall sell or otherwise provide prepared food in EPS ~~disposable~~ single-use foodservice ware.

B. No vendor shall sell or otherwise provide EPS foodservice ware or expanded polystyrene products.

C. No person shall ~~use~~ distribute EPS foodservice ware or expanded polystyrene products at a city facility or ~~at a special~~city-affiliated event, and all city concessionaires, lessees, licensees, and permittees for facility use, special events, and temporary activities shall comply with this section. No city funds shall be used to purchase expanded polystyrene products~~regulated by the city of South Lake Tahoe's approved special event guidelines~~.

D. Products made from expanded polystyrene which are wholly encapsulated or encased by a more durable material are exempt from the provisions of this section. Examples include surfboards, life preservers, and craft supplies which are wholly encapsulated or encased by a more durable material, and coolers encased in hard plastic.

4.175.040 Plastic single-use foodservice ware ban.

No food provider shall sell or otherwise provide plastic single-use foodservice ware ~~plastic cutlery, plastic beverage straws, or plastic stirrers~~ except upon request.

4.175.050 Single-use plastic water bottle ban.

A. Effective April 22, 2023, no person shall distribute single-use plastic water bottles at a city facility or city-affiliated event, and all city concessionaires, lessees, licensees, and permittees for facility use, special events, and temporary activities shall comply with this section. No city funds shall be used to purchase single-use plastic water bottles.

B. Effective April 22, 2024, no vendor shall sell single-use plastic water bottles in the City of South Lake Tahoe.

C. The provisions of this section shall not apply in cases of emergency or other city situations where the city manager finds that relying on single-use plastic water bottles is necessary to protect the public health, safety, and welfare, and no reasonable alternative would serve the same purpose, including lack of available potable water due to a natural disaster.

~~**4.175.050 Exemptions.**~~

~~A. The following are exempt from the provisions of this chapter:~~

~~1. Food prepared or packaged outside of the city, provided such food is not altered or repackaged within the city limits.~~

~~2. Raw meat, fish and other raw food trays.~~

~~3. Products made from expanded polystyrene which are wholly encapsulated or encased by a more durable material. Examples include surfboards, life preservers, and craft supplies which are wholly encapsulated or encased by a more durable material, and coolers encased in hard plastic.~~

~~B. The city manager or his/her designee may exempt any applicant from the provisions of this chapter as follows:~~

~~1. For a one-year period, upon a showing by the applicant that the conditions of this chapter would cause undue hardship. An "undue hardship" shall be found in the following situations:~~

~~a. Where compliance with this chapter would cause significant economic hardship to the applicant; or~~

~~b. Where no reasonably feasible alternative exists to a specific and necessary expanded polystyrene product.~~

~~2. In order to extend the exemption, an applicant previously granted an undue hardship exemption by the city must reapply prior to the end of the exemption period and demonstrate continued undue hardship.~~

~~3. An undue hardship exemption application shall include all information necessary for the city manager to make a decision, including but not limited to documentation establishing the undue hardship. The city manager or his/her designee may require the applicant to provide additional information to permit the city manager to determine facts regarding the exemption application.~~

~~4. The city manager or his/her designee may approve the undue hardship exemption application, in whole or in part, with or without conditions.~~

~~5. The decision of the city manager may be appealed by the applicant to the city council. Appeals shall be filed, in writing, with the city clerk, within 10 days of the applicant receiving written notice of the city manager's decision and shall be accompanied by any applicable fee set by resolution of the city council. If the city council determines that a hearing is necessary, notice of such hearing shall be given to the applicant at least 10 days prior to the hearing. The city council's decision on such appeals shall be final.~~

~~4.175.060 Operative date.~~
~~This chapter shall become effective on October 1, 2018.~~

4.175.~~070~~060 Enforcement and violation – Penalty.
A. A violation of any provision of this chapter by any person, food provider or vendor is subject to the following administrative fines, which shall be appealable pursuant to the procedures in ~~Chapter~~ chapter 2.30 ~~SLTCC~~of this code.

1. A fine not exceeding $100.00 for a first violation.

2. A fine not exceeding $200.00 for a second violation of this chapter within one year.

3. A fine not exceeding $500.00 for each additional violation of this chapter within one year.

B. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the city attorney, including but not limited to administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

C. The city is the authorized enforcement agency for violations of Chapter 5.2 of Part 3 of Division 30 of the California Public Resources Code (Single-Use Foodware Accessories and Condiments). Such violations are subject to a fine of $25 for each day in violation not exceeding $300 per year, which shall be appealable pursuant to the procedures in chapter 2.30 of this code.

4.175.~~080~~070 Severability.
If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid or ineffective by any court of competent jurisdiction, or by reason of any preemptive legislation, that invalidity shall not affect the validity of the remaining provisions of this chapter. The city council declares that it would have passed this chapter and each section, subsection, subdivision, sentence, clause and phrase, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or words be declared invalid.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 20, 2022

Agenda Item #: 9

Agenda Item: Ordinance Amending Section 3.50.140 (Security for Collection of Tax) and Section 3.50.260 (Register to be Kept Two Years) of the City Code Chapter 3.50 (Transient Lodging) to Clarify Language Regarding Security Instruments and Register Retention Period (First Reading)

Executive Summary: The existing City Code Title 3 (Finance) contains several provisions that require clean-up. Staff recommends updating two City Code sections regarding security deposit collection as well as guest register retention requirements. Updates will ensure timely recovery of uncollected Transient Occupancy Tax during the audit process. Correcting the title of the guest register keeping requirements section will add consistency in the language between title and body to reflect common practice.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance amending Section 3.50.140 (Security for collection of tax) and Section 3.50.260 (Register to be kept two years) of the City Code Chapter 3.50 (Transient Lodging) to clarify language regarding security instruments and register retention period, and refer to second reading for adoption on October 4th, 2022.
Responsible Staff Member : Ben Hannah, Accountant II

Responsible Staff Member: Ben Hannah Accountant II (530) 542-6079

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report City Code Amendments.docx
02-Ordinance Transient Lodging.docx
03-Ordinance Redline.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: September 20th, 2022

Title: An Ordinance amending Section 3.50.140 (Security for collection of tax) and Section 3.50.260 (Register to be kept two years) of the City Code Chapter 3.50 (Transient Lodging) to clarify language regarding security instruments and register retention

Location: Citywide

Responsible Staff Member: Ben Hannah, Accountant II (530) 542-6079
Olga Tikhomirova, Director of Finance (530)542-7431

Background: The existing City Code Title 3 Finance contains several provisions that require clean-up. The Finance Department proposes two revisions to streamline the collection of the Transient Occupancy Tax (TOT) security deposit and to clean up the recordkeeping section title for consistency with audit procedures.

Issue and Discussion: The proposed updates to Section 3.50.140 and Section 3.50.260 include the following updates:

- Section 3.50.140 Security for the collection of tax: The proposed update to this section will require security deposit payment for Transient Occupancy Tax to be made in the form of cash or cash equivalent only. Redemption of other security instruments such as certificate of deposit (CD) can be difficult as often the CD can be terminated upon simple notice forcing the oblige to commit staff time to recovery of the deposit monies. Additionally, record keeping of deposits in non-cash form over long time frames is proved to be unsuccessful and error prone.

- Section 3.50.260 Register to be kept two years: The title of this policy is inconsistent with the section body language and should reflect common practice and audit requirement of keeping the register for a minimum of three years.

Financial Implications: Streamlining the existing Finance City Code will reduce the time spent on code interpretation and allow city staff to spend more time assisting the community. Maintaining liquid security deposits in the form of cash or cash equivalents only will ensure timely and maximum Transient Occupancy Tax revenue recovery during the course of the audit process. Updating the code title has no financial impact.

Environmental Considerations: These amendments are exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the CEQA Guidelines states that an activity is covered by the commonsense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review.

Policy Implications: The overall impact of financial policies is to strengthen and preserve the City's financial position and fiscal health as well as maintain the highest level of ethics in the stewardship of public funds.

Ordinance 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

October 4, 2022

Amending City Code Section 3.50.140 (Security for collection of tax) and Section 3.50.260 (Register to be kept two years) of the City Code Chapter 3.50 Transient Lodging to Clarify Language Regarding Security Instruments and Register Retention Period

FINDINGS

A. The City Council previously adopted regulations, policies, and procedures associated with regulations imposed upon the transient lodging industry, including the transient occupancy tax.

B. The language regarding type of instruments acceptable for Transient Occupancy Tax security deposits in Section 3.50.140 A (Security for Collection of Tax) is inconsistent with best practice, which is that acceptable deposits shall include cash and cash equivalents only. Other securities have been found ineffective to ensure compliance with chapter 3.50.140 D due to problems with redemption and record keeping.

C. The language in the title of Section 3.50.260 (Register to be kept two years) is inconsistent with body of the section, which states that a record of registered guests shall be kept for three years.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Section 3.50.140 of the South Lake Tahoe City Code is hereby amended to read as follows:

3.50.140 Security for collection of tax

A. To ensure compliance with transient occupant tax payment requirements, the tax collector shall require each person subject to such requirements to deposit with the city a noninterest bearing security in the form of cash or cash equivalent in the amount required by the terms hereof. The required security shall be equal to an amount not greater than twice the person's estimated average liability for the period for which a return must be filed or the sum of $20,000, whichever is less. At any time after the amount of the initial deposit is determined, the amount of the security deposit may be determined on current information and recent reporting and payment history if the secured amount is deemed insufficient by the tax collector.

B. If any person is delinquent in the payment of the amount required to be paid or in the event a determination has been made that an amount due remains unpaid, the tax collector may, not later than three years after the payment became delinquent, give notice thereof by certified mail to all persons in the county having in their possession or under their control any credits or other personal property belonging to the delinquent, or owing any debts to the delinquent. After receiving the notice, the persons so notified shall neither transfer nor make any other disposition of the credits, other personal property or debts in their possession or under their

control at the time they receive the notice until the tax collector consents to a transfer or disposition or until 20 days elapse after the receipt of the notice. All persons so notified shall within five days after the receipts of the notice advise the tax collector of all such credits, other personal property or debts in their possession, under their control or owing by them.

C. At any time within three years after any tax or any amount of tax required to be collected becomes due and payable or at any time within three years after any determination becomes final, the tax collector may bring an action in the courts of this state or any other state or of the United States in the name of the city to collect the amount delinquent together with penalties and interest.

D. If any owner and/or operator of any business or the real property upon which such business is operated sells, transfers, assigns, leases or otherwise quits the business, and any person who takes ownership or operation of the business and/or real property upon which such business is operated shall, in escrow, or otherwise, pay such amount in full. The amount to be paid shall be determined by an audit for the last three fiscal years of the property being transferred conducted by the city, less the security deposit, if any, held by the city. No escrow shall be allowed to close concerning any property subject to this chapter unless sufficient funds are retained in escrow to cover any delinquency and paid over to the city from the escrow upon demand; provided, however, that such audit shall, in all cases, be completed within a reasonable period of time after all records necessary to the audit have been provided to the city. All sums deemed due the city at the completion of the audit shall be paid to the city at the completion of the audit, shall be paid to the city by the escrow holder upon written demand of the finance director.

If any such owner or operator of the business and/or the real property upon which the business is operated, or any escrow holder, fails to pay, withhold, or insure the withholding of the required sum, such person shall be liable for all monies due the city.

No city permit or entitlement of any type shall be issued to the successor, owner or operator of any transient lodging facility if transient occupancy taxes remain unpaid.

E. Notice shall be recorded with the El Dorado County recorder's office on every transient lodging facility containing more than two units, as defined in SLTCC 3.00.010. The following notice shall appear with regard to such properties:

> Pursuant to this chapter, if any owner or operator liable to the city for any amount of transient occupancy tax or security deposit sells, transfers or assigns the property, the purchasers or successors of such person shall, in escrow, hold sufficient funds to pay such amount in full. The amount shall be determined by audit as described in SLTCC 3.50.140(D).
>
> If any person fails to pay or withhold the required sum, or allows escrow to close without satisfaction in cash of the amount owed to the city, such person shall be personally liable.

F. If any amount of transient occupancy tax or security deposit required to be remitted or paid to the city under this section is not remitted or paid when due, the city finance director or his/her designee may, within three years after the amount is due, file for record in the office of the El Dorado County recorder a certificate specifying the amount of tax, penalties and interest due,

the name and address as it appears on the records of the city finance administrator of the owner and/or operator liable for that amount, and the fact that the city finance director has complied with all provisions of this section in the determination of the amount required to be paid to the city.

From the date of the filing for record, the amount required to be remitted together with penalties and interest constitutes a lien upon all real property in the county owned by the operator and/or owner, and any real property acquired by him/her at any subsequent date but before the lien expires. The lien has the force, effect and priority of a judgment lien and shall continue for 10 years from the time of filing of the certificate unless sooner released or otherwise directed.

SECTION 2. Section 3.50.260 of the South Lake Tahoe City Code is hereby amended to read as follows:

3.50.260 Register to be kept for three years.

Such register shall be kept within the city for a period of not less than three years by the person providing the accommodations as specified in SLTCC 3.50.250.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law.

SECTION 5. This ordinance shall become effective thirty days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on October 4, 2022 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Chapter 3.50
TRANSIENT LODGING

Sections:

Article I. In General

3.50.010 Purpose of chapter.

Article II. Transient Occupancy Tax

3.50.040 Consideration for occupancy.
3.50.050 Tax imposed – Payment of tax by transient.
3.50.060 Allocation of funds.
3.50.070 Exemptions from applicability of tax.
3.50.080 Collection of tax by operators – Advertisement that tax will not be collected, etc., prohibited.
3.50.090 Registration of operators.
3.50.100 Registration of rental agents.
3.50.110 Reporting and remitting of transient occupancy tax.
3.50.130 Failure to collect and remit tax – Penalties.
3.50.140 Security for collection of tax.
3.50.150 Administration.
3.50.160 Refunds.
3.50.170 Records to be kept.
3.50.230 Warrant for collection of tax.
3.50.240 Seizure and sale.

Article III. Registration of Guests

3.50.250 Required information to be shown.
3.50.260 Register to be kept ~~two~~ three years.
3.50.270 Inspection of register.
3.50.280 Fictitious registration.
3.50.290 Law to be posted.

Article IV. Transit Vehicles

3.50.300 Parking for chartered transit vehicles.

Article V. Vacation Home Rentals

3.50.370 Definitions.
3.50.380 Vacation home rentals – General provisions.
3.50.390 Vacation home rental application procedures.
3.50.400 Expiration and renewal of vacation home rental permits.
3.50.410 Review, issuance and denial of vacation home rental permit applications.
3.50.420 Revocation of vacation home rental permit.
3.50.430 Appeal from director of development services' determination.
3.50.440 Conditions of operation.
3.50.450 Enforcement.
3.50.460 No property rights conferred.

3.50.140 Security for the collection of tax.

A. To ensure compliance with transient occupant tax payment requirements, the tax collector shall require each person subject to such requirements to deposit with the city a noninterest bearing security in the form of cash or ~~other security~~ cash equivalent in the amount required by the terms hereof. The required security shall be equal to an amount not greater than twice the person's estimated average liability for the period for which a return must be filed or the sum of $20,000, whichever is less. At any time after the amount of the initial deposit is determined, the amount of the security deposit may be determined on current information and recent reporting and payment history if the secured amount is deemed insufficient by the tax collector.

B. If any person is delinquent in the payment of the amount required to be paid or in the event a determination has been made that an amount due remains unpaid, the tax collector may, not later than three years after the payment became delinquent, give notice thereof by certified mail to all persons in the county having in their possession or under their control any credits or other personal property belonging to the delinquent, or owing any debts to the delinquent. After receiving the notice, the persons so notified shall neither transfer nor make any other disposition of the credits, other personal property or debts in their possession or under their control at the time they receive the notice until the tax collector consents to a transfer or disposition or until 20 days elapse after the receipt of the notice. All persons so notified shall within five days after the receipts of the notice advise the tax collector of all such credits, other personal property or debts in their possession, under their control or owing by them.

C. At any time within three years after any tax or any amount of tax required to be collected becomes due and payable or at any time within three years after any determination becomes final, the tax collector may bring an action in the courts of this state or any other state or of the United States in the name of the city to collect the amount delinquent together with penalties and interest.

D. If any owner and/or operator of any business or the real property upon which such business is operated sells, transfers, assigns, leases or otherwise quits the business, and any person who takes ownership or operation of the business and/or real property upon which such business is operated shall, in escrow, or otherwise, pay such amount in full. The amount to be paid shall be determined by an audit for the last three fiscal years of the property being transferred conducted by the city, less the security deposit, if any, held by the city. No escrow shall be allowed to close concerning any

property subject to this chapter unless sufficient funds are retained in escrow to cover any delinquency and paid over to the city from the escrow upon demand; provided, however, that such audit shall, in all cases, be completed within a reasonable period of time after all records necessary to the audit have been provided to the city. All sums deemed due the city at the completion of the audit shall be paid to the city at the completion of the audit, shall be paid to the city by the escrow holder upon written demand of the finance director.

If any such owner or operator of the business and/or the real property upon which the business is operated, or any escrow holder, fails to pay, withhold, or insure the withholding of the required sum, such person shall be liable for all monies due the city.

No city permit or entitlement of any type shall be issued to the successor, owner or operator of any transient lodging facility if transient occupancy taxes remain unpaid.

E. Notice shall be recorded with the El Dorado County recorder's office on every transient lodging facility containing more than two units, as defined in SLTCC 3.00.010. The following notice shall appear with regard to such properties:

> Pursuant to this chapter, if any owner or operator liable to the city for any amount of transient occupancy tax or security deposit sells, transfers or assigns the property, the purchasers or successors of such person shall, in escrow, hold sufficient funds to pay such amount in full. The amount shall be determined by audit as described in SLTCC 3.50.140(D).
>
> If any person fails to pay or withhold the required sum, or allows escrow to close without satisfaction in cash of the amount owed to the city, such person shall be personally liable.

F. If any amount of transient occupancy tax or security deposit required to be remitted or paid to the city under this section is not remitted or paid when due, the city finance director or his/her designee may, within three years after the amount is due, file for record in the office of the El Dorado County recorder a certificate specifying the amount of tax, penalties and interest due, the name and address as it appears on the records of the city finance administrator of the owner and/or operator liable for that amount, and the fact that the city finance director has complied with all provisions of this section in the determination of the amount required to be paid to the city.

From the date of the filing for record, the amount required to be remitted together with penalties and interest constitutes a lien upon all real property in the county owned by the operator and/or owner, and any real property acquired by him/her at any subsequent date but before the lien expires. The lien has the force, effect and priority of a judgment lien and shall continue for 10 years from the time of filing of the certificate unless sooner released or otherwise directed. (Ord. 294 § 2; Ord. 442 § 1; Ord. 680 § 1; Ord. 722 § 1; Ord. 780 § 2; Ord. 848 § 1; Ord. 980 § 1; Ord. 1109 § 1 (Exh. A). Code 1997 § 28A-21)

3.50.260 Register to be kept ~~two~~ three years.

Such register shall be kept within the city for a period of not less than three years by the person providing the accommodations as specified in SLTCC 3.50.250. (Ord. 295 § 2; Ord. 1109 § 1 (Exh. A). Code 1997 § 28A-28)

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 20, 2022

Agenda Item #: 10

Agenda Item: Community Services Officer Supervisor and Parking Ambassador Positions

Executive Summary: Meeting the obligations of the pre-litigation settlement agreement with Tahoe Crescent LLC has proved difficult using the CSO enforcement model because of challenges in hiring CSOs, in part because of the stringent background checks required. The Police Department proposes to eliminate one CSO position and one Lead CSO position to allow for the creation of two Parking Ambassador positions, which would not have the same background check requirements, and one CSO Supervisor position. The additional cost would be funded by citation revenue.

Requested Action / Suggested Motions: Pass a Resolution authorizing amendment to FY 2022-2023 List of Allocated Permanent Positions to remove Lead Community Service Officer (CSO) and one CSO position and add a CSO Supervisor and two Parking Ambassadors, and approving corresponding salary tables.
Responsible Staff Member: Sgt. Scott Crivelli and Chief David Stevenson

Responsible Staff Member: Sgt. Scott Crivelli and Chief David Stevenson

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Stroud, City Attorney

Attachments:

01-Staff Report - CSO.docx
02-CSO Supervisor Classification.doc
03-Parking Ambassador Classification.doc
04-Resolution - CSO Supervisor and Parking Ambassadors.docx
05-Position Allocation 22-23 Oct. 2022 (Exh. 1 to reso).pdf
06-Salary Tables effective 10-1-22 (Exh. 2 to reso).pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: September 20, 2022

Title: Community Service Officer Supervisor and Parking Ambassador Positions

Location: Citywide

Responsible Staff Member: Sgt Scott Crivelli (530) 542-6130

Background: The Community Service Officer (CSO) unit has taken several forms through the last ten years. That evolution included separate Community Service Officers, VHR Community Service Officers, code enforcement, and a CSO staff dedicated to the former paid parking program. Those separate CSO models have been reintegrated into a single Community Service Officer model. However, the funding for those positions are still split between VHR, Code Enforcement, Nuisance Abatement, and the parking garage.

The City of South Lake Tahoe agreed to staff the Village Shopping Center for parking enforcement with 1.75 employees after the prelitigation settlement with the Tahoe Crescent LLC. The enforcement was agreed to be handled by the CSO Division within the Police Department.

Currently, South Lake Tahoe PD is designated five (5) Community Officer positions and one (1) Lead CSO position. Today, only two CSOs and one Lead CSO fill the ranks within the CSO Unit. Since the agreement between the City of South Lake Tahoe and the Tahoe Crescent LLC, the Police Department has been working diligently to recruit and hire more CSOs in order to successfully staff the Village Shopping Center, as well as fulfill their other roles in the community.

Finding candidates qualified to work as CSOs within the police department has proven to be difficult. Despite our competitive pay and benefits packages, only about 10-20% of applicants respond and complete a written test and interview. An even smaller number are able to pass a background process, which is required to have access to criminal justice data and law enforcement sensitive information.

The City of South Lake Tahoe is committed to fulfilling its agreement with Tahoe Crescent LLC. Currently, 1 CSO is staffed at the Village Center, Friday – Monday for 8 hours. On Tuesday – Thursday, the Lead CSO spends time doing enforcement in the lot during rush parking hours. Most recently, the City of South Lake Tahoe had contracted with a private parking enforcement contractor to assist with parking enforcement, on behalf of the city during the midweek. However, like many other businesses in today's economy, the private contractor is short staffed and struggling to hire new employees. Due to their staffing, the private contractor cannot commit to a set schedule and is helping when they can.

A solution is needed to have adequate staffing to fulfill the agreement between the City of South Lake Tahoe and the Tahoe Crescent LLC.

Issue and Discussion: A significant portion of the Parking Management Report provided by Dixon and Associates centered on providing a Parking Ambassador program to the Village, Bellamy, and parking structure area. This ambassadorship was designed to greet, educate, and provide direction to parkers for the most appropriate parking solution for their needs. A significant component of this program was personnel dedicated to providing enforcement at The Village Shopping Center pursuant to the prelitigation agreement. Those personnel were to address parking concerns on Bellamy as well as address issues in the parking structure. All components hinge on proactive enforcement which includes working equipment, adequate personnel coverage, and the cooperation of the public

The police department is seeking approval to re-structure the CSO division in order to fund two Parking Ambassador (PA) positions and a CSO Supervisor. The PAs primary role would be ambassadorship and enforcement inside the Village Center lot, the parking garage and on Bellamy. The PAs would report to the parking garage on Bellamy to begin their shifts. The PAs would not have access to criminal justice data and law enforcement sensitive information; therefore, a police background process would not be needed. Two Parking Ambassadors dedicated to the Village Center and surrounding areas satisfies the agreement between the City of South Lake Tahoe and Tahoe Crescent LLC.

The current Lead CSO is not a supervisory role. The Lead CSO currently addresses special projects and collaborates with other city departments and county agencies to resolve complex issues. The current lead CSO also communicates with and maintains services provided to the city from various venders. The current Lead CSO does not manage other CSO performance, scheduling, evaluation, etc.

A CSO Supervisor position is needed to address the entirety of the parking program from ambassadorship to enforcement, to include collaboration with service providers, customer service, and ensure a smoothly run parking program as there are three different revenue sources. A CSO Supervisor would also oversee the CSO division, Parking Ambassadors and the VHR component.

The Detective Supervisor currently oversees the entire CSO division, in addition to evidence, detectives, an FBI Task Force Officer, and VHR compliance, with a potential span of control over 16 personnel when fully staffed. Creating a CSO Supervisor would remove the CSO and VHR components from this role would reduce the Detective Sergeant's span of control by half, to eight.

In order to create these three new positions, the Lead CSO position would be eliminated and converted to a CSO Supervisor position and one CSO position would be eliminated and split into two Parking Ambassador positions.

Financial Implications: The salary tables for CSO Supervisor and Parking Ambassador are attached with this report.

CSO Supervisor will be a member of the Police Supervisor's Association and will be eligible for the following incentives:

- Bilingual Pay
- Uniform Allowance
- Holiday Pay
- Longevity

Parking Ambassador will be a member of the Police Employee Association (Non-Sworn) and will be eligible for the following incentives:

- Bilingual Pay
- Uniform Allowance

- Holiday Pay
- Longevity

The following is a summary of the cost differences associated with these positions. The General Fund requires approximately an additional $12K in salaries and benefits budget. The parking garage fund requires an additional $77k (it is anticipated that this cost increase will be supported by additional revenue generated from parking enforcement), VHR fund needs to be reduced by $62k and Nuisance Abatement increased by $59k.

These differences were calculated based on the following new account distribution:

Account	Old CSO Account Distribution	New CSO Account Distribution
100-02140 GF Code Enforcement	30%	40%
218-05330 VHR	25%	15%
243-03803 Nuisance Abatement	20%	40%
520-05320 Parking Garage	25%	5%

The two Parking Ambassadors will be 100% charged to the Parking Garage.

Currently, sufficient personnel expenditure budget is available in the adopted FY 2022-2023 budget to support these changes for the first six to eight months of the new fiscal year. All necessary budget amendments will be included with mid-year budget review, after the positions are hired and City Staff has a better sense of what additional revenue is generated from parking enforcement and what expenditure reallocation might be required.

Environmental Considerations: The proposed action is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: This proposed personnel change supports the following strategic priorities:

1.4 Transportation
Action Item 1 - Paid Parking and Enhanced Enforcement
Action Item 3 - Evaluation of City-Wide parking Management Strategies

4.3 Resident Retention and Work Force Development
Action Item 2 – Develop Career Pipelines to the City

Community Service Officer Supervisor

Bargaining Police Employees' Association

SALARY RANGE

$34.38 - $41.79 Hourly
$2,979.60 - $3,621.80 Biweekly
$71,510 - $86,923 Annually

SUMMARY DESCRIPTION:

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Under general direction from management staff or supervisory staff, the Community Service Officer Supervisor is a civilian position that is responsible for supervising, scheduling, coordinating and participating in the Community Service Officer division of the police department; provides administrative assistance, as assigned; and functions as a member of the department's Community Service Officer team.

Identifying characteristics

The Community Service Officer Supervisor is a multiple position class within the Police Department where the focus is on the direct supervision and coordination of a small work unit and also includes significant hands-on work activities, both in an office and in the field. Incumbents within this class are distinguished by the performance of the full range of duties as assigned including supervising, scheduling and coordinating the activities of the Community Service Officer division. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This position monitors and reviews work in progress, ensures that appropriate policies and procedures are followed by subordinates, and assumes responsibility for recommending a variety of personnel actions in such areas a performance evaluation, training, selection, and disciplinary measures.

REPRESENTATIVE DUTIES:

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1.Supervises the Community Service Officer division, to include scheduling, employee evaluations, disciplinary actions, new employee selection and orientation, development and implementation of training programs – both in service and POST- certified, coordinates and runs CSO meetings, and approves reports.

2. Develops work plans and procedures

3.Performs a variety of record keeping, filing, indexing and other general clerical work.

4.Types statements, letters, petitions, civil and criminal complaints and other material.

5.Directs removal of parked vehicles that pose a hazard.
6. May provide traffic control.

7.Makes court appearances as required.
8.Assists in snow removal activities including traffic control.

9.Records information on various ledgers and logs in the performance of clerical duties.

10 Operates a computer data entry terminal.

11. Coordinates and assists in training assigned staff.
12. Supervise and perform other non-criminal enforcement activities, such as enforcing City Code and zoning enforcement activities.
13.Works closely with the City Attorney's office with nuisance abatement and code enforcement complaint filings.
14. Oversees the city parking garage operations including revenue collection from parking meters.
15. Supervises and directs employees assigned to parking enforcement at the Village Shopping Center, the city parking garage and surrounding paid parking areas.
15.Performs related duties as required

QUALIFICATION:

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:
In addition to the requirements of a Community Service Officer for the city:
Principles and practices of clerical and paraprofessional non-sworn police work
Pertinent codes, regulations and laws governing parking enforcement and other city code enforcement
Principles and practices of effective management, supervision, training and evaluation
Effective time management skills
Criminal justice procedures
Research techniques and procedures
Preparing and maintaining budgets
Geographic features and streets of South Lake Tahoe.

Ability to:
In addition to the requirements of Community Service Officer for the city:

Know and understand all aspects of the job
Analyze work papers, reports and special projects
Observe and problem solve operational and technical policy and procedures
Understand the organization and operation of the City and of outside agencies as necessary to assumed assigned responsibilities
Perform complex administrative work
Effectively manage, supervise, train, and evaluate assigned personnel
Compile and maintain complex and extensive records; prepare related reports
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.
Work irregular hours and shifts

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:
Equivalent to an Associate's degree from an accredited college or university with major course work in police science, criminal justice administration, public administration, or a closely related field, or a related field.

Experience:
Three years of increasingly responsible technical and paraprofessional non-sworn and/or sworn experience comparable to a Community Services Officer in a law enforcement agency.

License or Certificate:
Possession of a California or Nevada driver's license.

PHYSICAL DEMANDS-WORKING CONDITIONS:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in an office and field environment; travel to different sites; exposure to inclement weather conditions; exposure to irate and abusive individuals; exposure to mechanical hazards and to hazardous traffic conditions; limited exposure to hazardous materials; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and field setting; to walk or sit for prolonged periods of time; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to operate assigned equipment and vehicle; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

FLSA Designation: Non- Exempt

PARKING AMBASSADOR

SALARY RANGE
$21.71 - $26.39 Hourly
$1,881.88 - $2,287.13 Biweekly
$45,165 - $54,891 Annually

SUMMARY DESCRIPTION

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Under the general supervision of the Community Service Officer Supervisor, the Parking Ambassador performs a wide variety of enforcement of City ordinances, codes, laws, regulations and validation programs pertaining to on-street and off-street parking, including interpretation and enforcement of protocols related to parking enforcement.

IDENTIFYING CHARACTERISTICS

Parking Ambassador is a journey level position assigned a full range of parking enforcement duties with minimal assistance or direction; work independently and exercise sound judgment in the application of policies and procedures related to issuing citations, towing, traffic control, and recordkeeping responsibilities related to parking enforcement. Incumbent is expected to become increasingly knowledgeable of state and city laws, ordinances, procedures and practices pertaining to vehicles, and parking enforcement.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Patrol assigned areas (both walking and motorized patrol) and issue overtime parking citations.

2. Identifies vehicles parked in non-metered spaces, records time and returns at specified intervals to cite vehicles remaining in spaces illegally.

3. Identifies and arranges for towing of illegally parked vehicles or impounding vehicles for outstanding tickets.

4. Patrol permit areas and issues citations for vehicles parked illegally.

5. Patrol areas for handicap and fire lane violations and issues citations.

6. Observes and issues citations for all parking violations.

7. Issue citations using both hand-held electronic devices and hand-written.

8. Collects meter funds.

9. Operate computer equipment and two-way radio as related to parking enforcement.

10. Appear for administrative hearings and court trials as required for cases related to parking violations and citations.

11. Maintain assigned equipment and supplies.

12. Respond to questions from the public on all parking related matters.

13. Performs related duties as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

City ordinances, codes, laws, regulations and validation programs pertaining to on-street and off-street parking and the interpretation and enforcement of all subject protocols.
Laws relating to traffic and parking enforcement, including the California Vehicle and Penal Codes.
Police radio codes and procedures.
City streets and geography
Principles of customer service, including conflict resolution
Principles and practices of work safety.
Techniques for interacting effectively with a variety of individuals from various socio-economic, cultural and ethnic backgrounds

Ability to:

Understand and follow written and oral instructions.
Read, understand, interpret and apply all codes, laws, regulations and validation programs pertaining to parking and parking enforcement.
Use sound independent judgment within established guidelines.
Tactfully and effectively deal with those encountered in the course of work to include hostile and irate citizens.
Become familiar with computer software in order to upload/download data to and from hand held units.
Safely operate a motor vehicle.
Satisfactorily perform assigned duties without direct supervision.
Maintain physical condition appropriate to the performance of assigned duties and responsibilities.
Operate a personal computer with all related software.
Operate a variety of modern office and Police equipment.
Analyze situations and determine appropriate course of action.
Act effectively in emergency situations; maintain composure during stressful situations; observe and report hazardous conditions.
Maintain records and prepare written reports; establish and maintain record systems; gather and analyze data.
Multi-task by simultaneously driving while watching for permits, violations, other traffic, including motor vehicles, bicycles, and pedestrians.
Work outdoors during inclement weather; work variable shifts including weekends, evenings, and holidays.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

Equivalent to the completion of the twelfth grade.

License or Certificate:

Possession of a valid California or Nevada driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed in indoor and outdoor environments; travel to different locations; exposure to inclement weather conditions, exposure to irate and abusive individuals; exposure to mechanical hazards and to hazardous traffic conditions; limited exposure to hazardous materials; work, walk and drive a vehicle on various types of surfaces including slippery or uneven surface.

Physical: Primary functions require sufficient physical ability and mobility to work in indoor and outdoor environments; to walk, stand, and sit for prolonged periods of time; to frequently stoop, bend, kneel; to lift, carry, push, and/or pull objects weighing up to 50 pounds; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to operate assigned equipment and vehicle; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

FLSA Designation: Non-exempt

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 20, 2022

Authorizing amendment to FY 2022-2023 List of Allocated Permanent Positions regarding removal of Lead CSO, a CSO Position and adding a CSO Supervisor and two Parking Ambassadors and approving corresponding salary tables

BACKGROUND

A. The City of South Lake Tahoe is responsible for parking enforcement at the Village Shopping Center, the parking garage and parking on Bellamy. The CSO division also provides other essential enforcement with the city to include: VHR enforcement, nuisance abatement, abandoned vehicle abatement, and other various city code enforcement.

B. Finding qualified candidates applying to work as a CSO has proven to be difficult. CSOs are required to undergo a thorough background investigation due to their access to sensitive law enforcement and criminal justice data. The Parking Ambassador position is needed to fulfill parking enforcement duties within the Village Shopping Center, parking garage and Bellamy. Parking Ambassadors would not have access to criminal justice data; therefore, a background investigation is not needed.

C. A CSO Supervisor position is needed to address the entirety of the CSO Division. from ambassadorship to enforcement, to include collaboration with service providers, customer service, and ensure a smoothly run parking program.

D. The adoption of this resolution establishes the following new classifications and corresponding salary schedules:

CSO Supervisor	1 FTE
Parking Ambassador	2 FTE

E. The adoption of this resolution authorizes the elimination of the following positions:

Lead CSO	1 FTE
CSO	1 FTE

F. The budget amendments outlined in the staff report will be included with mid-year budget review, after the positions are hired and City Staff has a better sense of what additional revenue is generated from parking enforcement.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Finds that the above recitals are true, correct and a substantive part of this resolution
2. Authorizes the amendment to the FY 22/23 List of Allocated Permanent Positions (attached hereto as Exh. 1).
3. Approves the corresponding salary tables (attached hereto as Exh. 2) for new positions for addition to the City's approved salary table.

Adopted by the City of South Lake Tahoe City Council on September 20, 2022 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Allocated Permanent Positions

Department/Positions		Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Oct'22	Authorized/ Frozen Positions 22/23 Budget
CITY COUNCIL						
Council Member *(Elected)*	**Department Total**	**5.00**	**5.00**	**5.00**	**5.00**	**0.00**
CITY CLERK						
City Clerk *(Elected)*		1.00	1.00	1.00	1.00	
Assistant City Clerk		1.00	1.00	1.00	1.00	
	Department Total	**2.00**	**2.00**	**2.00**	**2.00**	**0.00**
CITY TREASURER						
City Treasurer *(Elected)*	**Department Total**	**1.00**	**1.00**	**1.00**	**1.00**	**0.00**
CITY MANAGER DEPARTMENT						
City Manager		1.00	1.00	1.00	1.00	
Assistant City Manager		0.00	0.00	0.75	0.75	
Communications Manager		0.00	0.00	0.00	0.00	
Assistant to the City Manager I		1.00	1.00	0.25	0.25	
Assistant to the City Manager II		1.00	1.00	0.25	0.25	
Executive Assistant to the City Manager		0.00	0.00	0.00	0.00	
Communications and Project Specialist		1.00	1.00	1.00	1.00	
Sustainability Coordinator		1.00	1.00	1.00	1.00	
		5.00	5.00	4.25	4.25	
Human Resources						
Human Resources Manager		0.00	0.00	1.00	1.00	
Principal &/or H.R. Analyst		1.00	1.00	1.00	1.00	
Administrative Clerk		0.00	0.00	0.00	0.00	
	Total	1.00	1.00	2.00	2.00	0.00
	Department Total	**6.00**	**6.00**	**6.25**	**6.25**	**0.00**
CITY ATTORNEY						
City Attorney		1.00	1.00	1.00	1.00	
Assistant City Attorney		1.00	1.00	1.00	1.00	
Risk Manager		1.00	1.00	1.00	1.00	
Paralegal		1.00	1.00	1.00	1.00	
	Department Total	**4.00**	**4.00**	**4.00**	**4.00**	**0.00**
FINANCE DEPARTMENT						
Director of Administrative Services		0.00	0.00	0.00	0.00	
Director of Finance		1.00	1.00	1.00	1.00	
	Total	1.00	1.00	1.00	1.00	0.00
Financial Services						
Financial Services Manager		0.00	0.00	0.00	0.00	
Financial Services Supervisor		1.00	1.00	1.00	1.00	
Accountant I, II		1.00	1.00	1.00	1.00	
Accountant I / Payroll Coordinator		1.00	1.00	1.00	1.00	
Associate Management Analyst - Grants		0.00	0.00	0.00	0.00	
Principal Management Analyst - Purchasing and Grants		1.00	1.00	1.00	1.00	
	Total	4.00	4.00	4.00	4.00	0.00
Revenue						
Accounting Technician I, II		2.00	2.00	2.00	2.00	
Supervising Accounting Technician		1.00	1.00	1.00	1.00	
Accountant I/II		1.00	1.00	1.00	1.00	
	Total	4.00	4.00	4.00	4.00	0.00

Allocated Permanent Positions

Department/Positions	Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Oct'22	Authorized/ Frozen Positions 22/23 Budget
FINANCE DEPARTMENT (CONTINUED)					
Information Systems					
Information Systems Supervisor	1.00	1.00	1.00	1.00	
Network Systems Administrator	1.00	1.00	1.00	1.00	
Information Systems Technician	1.00	1.00	1.00	1.00	
Total	3.00	3.00	3.00	3.00	0.00
Department Total	**12.00**	**12.00**	**12.00**	**12.00**	**0.00**
DEVELOPMENT SERVICES DEPARTMENT					
Director of Development Services	1.00	1.00	1.00	1.00	
Associate Management Analyst	0.00	0.00	0.00	0.00	
Administrative Clerk I, II	1.00	1.00	1.00	1.00	
Total	2.00	2.00	2.00	2.00	0.00
Planning					
Planning Manager/Environmental Planner	1.00	1.00	1.00	1.00	
Associate Planner, Assistant Planner	2.00	2.00	2.00	2.00	
Sr. Planner (2 year limited term)	0.00	0.00	1.00	1.00	
Development Services Technician	0.00	0.00	0.00	0.00	1.00
Total	3.00	3.00	4.00	4.00	1.00
Housing					
Housing Manager	1.00	1.00	1.00	1.00	
Associate Planner, Assistant Planner- Housing	1.00	1.00	1.00	1.00	
Associate Management Analyst	0.00	0.00	1.00	1.00	
	2.00	2.00	3.00	3.00	0.00
Building and Safety					
Building Official	1.00	1.00	1.00	1.00	
Pr Bldg & Sr Bldg Inspector, Bldg Inspector, Hsng Insp.	4.00	4.00	4.00	4.00	
Sr. Building Inspector - VHR (limited term)	0.00	0.00	0.00	0.00	
Sr. Permit Center Technician, Permit Center Technician	2.00	2.00	2.00	2.00	
Program Coordinator	1.00	1.00	0.00	0.00	
Total	8.00	8.00	7.00	7.00	0.00
Department Total	**15.00**	**15.00**	**16.00**	**16.00**	**1.00**
PUBLIC WORKS DEPARTMENT					
Director of Public Works	1.00	1.00	1.00	1.00	
Capital Improvement Projects Manager	1.00	0.50	0.00	0.00	
Capital Program and Facilities Program Manager	0.00	0.50	1.00	1.00	
Office Manager	1.00	1.00	1.00	1.00	
Total	3.00	3.00	3.00	3.00	0.00
Engineering					
Construction Engineer	0.00	0.00	0.00	0.00	1.00
Stormwater Program Coordinator	1.00	0.50	0.00	0.00	
Complete Streets Program Manager	0.00	0.50	1.00	1.00	
GIS Analyst	1.00	1.00	1.00	1.00	
Resident Engineer / Resident Inspector	1.00	1.00	1.00	1.00	
Engineering Manager	1.00	1.00	1.00	1.00	
Associate Civil Engineer, Assistant Engineer	1.00	1.00	1.00	1.00	
Engineering Technician	1.00	1.00	1.00	1.00	
Total	6.00	6.00	6.00	6.00	1.00

Allocated Permanent Positions

Department/Positions	Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Oct'22	Authorized/ Frozen Positions 22/23 Budget
PUBLIC WORKS (CONTINUED)					
Maintenance Operations / Snow Removal					
Maintenance Manager	2.00	2.00	2.00	2.00	
Lead Maintenance Technician	2.00	2.00	2.00	2.00	
Maintenance Technician I, II, III, IV, V	14.00	14.83	16.00	16.00	
Total	18.00	18.83	20.00	20.00	0.00
Fleet Maintenance					
Maintenance Manager - Fleet	1.00	1.00	1.00	1.00	
Fleet Supervisor	0.00	0.00	0.00	0.00	
Equipment Mechanic I, II, III	5.00	5.00	5.00	5.00	
Fleet Control Specialist	1.00	1.00	1.00	1.00	
Total	7.00	7.00	7.00	7.00	0.00
Airport					
Airport Manager	1.00	1.00	1.00	1.00	
Airport Maintenance Supervisor	1.00	1.00	1.00	1.00	
Maintenance Technician I, II, III, IV, V	1.00	1.00	1.00	1.00	
Total	3.00	3.00	3.00	3.00	0.00
Department Total	**37.00**	**37.83**	**39.00**	**39.00**	**1.00**
PARKS AND RECREATION DEPARTMENT					
Director of Parks and Recreation	1.00	1.00	1.00	1.00	
Total	1.00	1.00	1.00	1.00	
Recreation					
Recreation Superintendent	0.00	0.00	0.00	0.00	
Administrative Clerk I, II	0.00	0.00	0.00	0.00	
Administrative Assistant I, II	1.00	1.00	1.00	1.00	
Recreation Manager	1.00	1.00	1.00	1.00	
Recreation Supervisor	0.00	0.00	0.00	0.00	
Events Coordinator	1.00	1.00	1.00	1.00	
Head Pool Lifeguard	0.00	0.00	1.00	1.00	
Total	3.00	3.00	4.00	4.00	
Parks					
Maintenance Manager - Parks	1.00	1.00	1.00	1.00	
Lead Maintenance Technician	1.00	1.00	1.00	1.00	
Maintenance Technicians I, II, III, IV,V	7.00	7.00	7.00	7.00	
Total	9.00	9.00	9.00	9.00	
Department Total	**13.00**	**13.00**	**14.00**	**14.00**	**0.00**
FIRE DEPARTMENT					
Fire Chief	1.00	1.00	1.00	1.00	
Deputy Fire Chief / Fire Marshall	0.00	0.75	0.00	0.00	
Fire Marshall	0.00	0.00	1.00	1.00	
Fire Battalion Chief	3.00	3.00	3.00	3.00	
Fire Captain	9.00	9.00	9.00	9.00	
Fire Engineer	9.00	10.00	10.00	10.00	
Firefighter, Paramedic	9.00	8.00	8.00	8.00	
Firefighter, Paramedic (SAFER Grant)	7.00	7.00	7.00	7.00	
Fire Safety Inspector I, II	1.00	1.00	1.00	1.00	
Administrative Assistant II	0.00	0.00	0.00	0.00	
Executive Assistant to the Fire Chief	1.00	1.00	1.00	1.00	
Department Total	**40.00**	**40.75**	**41.00**	**41.00**	**0.00**

Allocated Permanent Positions

Department/Positions	Authorized/ Appropriated Positions 21/22 Adopted	Authorized/ Appropriated Positions thru May'22	Authorized/ Appropriated Positions 22/23 Adopted	Authorized/ Appropriated Positions thru Oct'22	Authorized/ Frozen Positions 22/23 Budget
POLICE DEPARTMENT					
Chief of Police	1.00	1.00	1.00	1.00	
Police Lieutenant	2.00	2.00	3.00	3.00	
Police Sergeant	6.00	6.00	6.00	6.00	
Police Officer	30.00	30.00	30.00	30.00	1.00
Police Officer (cannabis)	1.00	1.00	1.00	1.00	
Police Officer (Tobacco grant)	1.00	1.00	1.00	1.00	
Public Safety Dispatch Supervisor	1.00	1.00	1.00	1.00	
Police Records Supervisor	1.00	1.00	1.00	1.00	
Community Service Officer Supervisor	0.00	0.00	0.00	1.00	
Public Safety Dispatcher	9.00	9.00	9.00	9.00	
Senior Police Records Tech, Police Record Tech	2.00	2.00	2.00	2.00	
Administrative Assistant I	1.00	1.00	1.00	1.00	
Senior Evidence/Prop Tech, Evidence/Prop Tech	2.00	2.00	2.00	2.00	
Lead Community Services Officer	1.00	1.00	1.00	0.00	
Sr Community Svcs Officer, Community Svcs Officer	5.00	5.00	5.00	4.00	
Parking Ambassador	0.00	0.00	0.00	2.00	
Code Compliance Investigator	1.00	1.00	1.00	1.00	
Administrative Assistant II	1.00	1.00	1.00	1.00	
Department Total	**65.00**	**65.00**	**66.00**	**67.00**	**1.00**
Total City Employees	**200.00**	**201.58**	**206.25**	**207.25**	**3.00**

City of South Lake Tahoe
Salary Table Updates Effective 10/01/2022
(rates after 2% approved salary increase eff. 10/01/2022)

XXXX COMMUNITY SERVICE OFFICER SUPERVISOR

Index Key Value	**Hourly**	**Monthly**
4200/XXXX/01	34.3842	5,960
4200/XXXX/02	36.1034	6,258
4200/1435/03	37.9086	6,571
4200/1435/04	39.8040	6,899
4200/1435/05	41.7942	7,244

XXXX PARKING AMBASSADOR

Index Key Value	**Hourly**	**Monthly**
4100/XXXX/01	21.7140	3,764
4100/XXXX/02	22.7997	3,952
4100/XXXX/03	23.9397	4,150
4100/XXXX/04	25.1367	4,357
4100/XXXX/05	26.3935	4,575

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 20, 2022

Agenda Item #: 11

Agenda Item: Agenda Planning Calendar

Executive Summary:

Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager

Responsible Staff Member: Susan Blankenship, City Clerk

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

APC - 09 15 2022.pdf

2022 Agenda Planning Calendar (Updated 09 01 2022)

Department		Agenda Item	Agenda Section
Oct. 4, 9 a.m.	**City Clerk**	Conflict of Interest Code Update	
		Approval of Solicitation for Applications to Boards & Commissions	
		Ordinance Increasing City Council Compensation (First Reading)	
	City Manager	SW Gas Prestentation Renewable Energy Goals	Presentation
		Via Mobility Report Comprehensive Transit Study	UB
		Tesla Contract	
	Dev Services	California Building Code - Local Code Adoption	
		Plan Area Statement, Community Plan, and Area Plan Amendment Application Fee	
	Finance	GANN Limit	Consent
	Parks & Rec	Acceptance of 20k donation from El Dorado Community Foundation	Consent
	Pub Works	Airport Rate Study Presentation	NB
		Bijou Creek Park Project Update	
		Title VI Plan Adoption	
		Resolution supporting the TRPA Regional Funding Plan	
		Adoption of Dark Sky Standard	

2022 Agenda Planning Calendar (Updated 09 01 2022)

		Amend PSA for Rec Center CM Services for Phase 2	UB
		Sustainable Transportation Planning grant	Consent
		Broadband Feasibility Study Update	UB
		Rec Center Award - Phase II	
Nov. 1, 9 a.m.	**City Clerk**	Ord Increasing City Council Compensation (Second Reading)	
		Resolution Increasing City Treasurer Compensation	
	Dev Services	Plan Review Services PSA	
	Finance	Budget Carry-Forward	Consent
	Fire	LHMP Adoption	
	Police	Discussion on Potential Gun Safety Measures	NB
	Public Works	Broadband Master Plan Adoption	
		Johnson Blvd Underground Utility District	PH
Nov. 15, 5:30	**City Manager**	Juvenile Treatment Center Discussion	
	PD/CM/PR/DS	Commission Annual Reports	
	Dev Svs/Fire	Local Hazard Mitigation Plan and General Plan Amendment	
		California Building Code (Second Reading)	Consent

2022 Agenda Planning Calendar (Updated 09 01 2022)

		3900/3908 Lake Tahoe Blvd DDA	UB
	Finance	TID Annual Report	
Dec.13, 9 a.m.	**City Clerk**	Resolution Certification of Election Results	
		City Council Re-Organization	
		Oath of Office	
		2023 Meeting Schedule	
		City Council Assignments to Boards and Commissions	
		League - New Mayors and Council Members Attendance	
		City Employee Recognitions	
	Dev Services	Housing Fund Revenue Feasibility Study	
	Pub Works	California Tahoe Conservancy Proposition 1 Grant Funding	Consent
		Bijou Area Erosion Control Project CFD Annual Report	Consent
		Grant Funding for the Tahoe Valley Stormwater & Greenbelt Project move	Consent
Unscheduled/Pending			
	City Attorney	Parking Garage License Agreement with Verizon	
	City Attny/PW	Undergrounding Utilities	

2022 Agenda Planning Calendar (Updated 09 01 2022)

	Amendments to Small Cell Policy
	Liberty Utilities Franchise Agreement
City Clerk	Records Management Policy (Updated)
	Policy - Use of Personal Devices for City Business
	City Council Protocol Updates
City Manager	Potential new City slogan
	Customer satisfaction survey(s)
Dev Services	Inclusionary housing ordinance
	Amendment to PLHA Grant Use
	TCAP Amendment – Montreal
	Plan Area Statement Update for Tourist Accommodation Uses
	PLHA Moderate Income Homebuyer Administration PSA
	Tourist Core Area Plan Amendment: 3828 Montreal Rd
	RFP for consulting firms for Bijou / Al Tahoe Area Plan and Bijou Parks
	Plan Area Statement 111 amendment
	Single Room Occupancy Program Amendments

2022 Agenda Planning Calendar (Updated 09 01 2022)

	Outside Eating Code Review (coverage, seating, parking etc)
Fire	Weed abatement/nusance Program - Defensable Space
	Fire Marshal
Parks & Rec	Bijou Park Master Plan
	Parks Foundation MOU
	Bijou Golf Course "Rock the Lake" Event and Review
Public Works	Rehab
	Award Contract PD - Community Recource Center Renovations
	SEED Solar Photovoltaic Project PPA
	Award - James and Eloise Drainage Improvement Project Phase 1
	Airport Deferred Maintenance Plan