CITY OF SOUTH PASADENA
CITY COUNCIL

AGENDA

SPECIAL CITY COUNCIL MEETING
WEDNESDAY, MARCH 26, 2025 AT 6:01 PM

AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CALIFORNIA 91030

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030.

Public participation may be made as follows:

- In-Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – Meeting ID: **825 9999 2830**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov
- Via Phone–+1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, https://zoom.us/join and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link: https://us06web.zoom.us/j/82599992830 or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

CALL TO ORDER:	Mayor	Janet Braun
ROLL CALL:	Mayor	Janet Braun
	Mayor Pro Tem	Sheila Rossi
	Councilmember	Michael A. Cacciotti
	Councilmember	Jon Primuth
	Councilmember	Omari Ferguson

CONSENT CALENDAR
OPPORTUNITY TO COMMENT ON CONSENT CALENDAR
Items listed under the Consent Calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless a public comment has been received or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

1. CONSIDERATION OF APPOINTMENTS AND REAPPOINTMENTS TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Recommendation
It is recommended by Mayor Braun that the City Council appoint the following to City Boards, Commissions, and Committees for a full-term ending on December 31, 2027:

i. Avin Sharma to the Public Works Infrastructure Commission

It is recommended by Mayor Braun that the City Council appoint the following to City Boards, Commissions, and Committees for a temporary term until December 31, 2025:

i. David Maling to the Public Works Infrastructure Commission
ii. Sam Hernandez to the Public Works Infrastructure Commission
iii. Charles Trevino to the Public Works Infrastructure Commission

The appointment of Mr. Maling, Mr. Hernandez and Mr. Trevino are made pursuant to Ordinance No. 2393, which permits the appointment of the three remaining Public Works Commissioners, whose terms did not expire as of December 31, 2024, to the Public Works Infrastructure Commission (formerly the Mobility and Transportation Infastructure Commission). On December 31, 2025, their terms expire and they are not eligible for reappointment to the Public Works Infrastructure Comission.

2. CONSIDER APPROVAL OF A TASK ORDER WITH NINYO & MOORE IN THE AMOUNT OF $38,514 FOR MATERIAL TESTING AND GEOTECHNICAL ENGINEERING SERVICES RELATED TO THE CONSTRUCTION OF THE BERKSHIRE AVENUE AND GREVELIA STREET POCKET PARK PROJECT AND AN ADDITIONAL APPROPRIATION TO THE PROJECT BUDGET FOR THESE SERVICES IN AN AMOUNT OF $38,514

Recommendation
It is recommended that the City Council consider:

1. Approval of a proposed Task Order under a Master On-Call Professional Services Agreement with Ninyo & Moore, in the final form approved by the City Attorney, to provide material testing and geotechnical engineering services related to the Berkshire Avenue and Grevelia Street Pocket Parks Project, in the amount of $38,514;
2. Appropriating an additional $38,514 to the Grevelia and Berkshire Pocket Parks Project, utilizing $38,514 from the Special Projects Fund 116, increasing the budget from $2,312,000 to $2,350,514 (1.67% increase).

3. CONSIDER AUTHORIZATION OF A $40,400 EXPENDITURE THROUGH A PURCHASE ORDER DOCUMENT ISSUED TO BLUSKY RESTORATION SERVICES TO PERFORM REPAIR MAINTENANCE AND INSTALLATION WORK AT THE FIRE STATION, IMPROVING THE CONDITION OF THE FIRE DEPARTMENT RESTROOMS

Recommendation

It is recommended that the City Council waive the competitive bidding requirement and authorize the City Manager to effectuate the issuance of a purchase order and execute any related documents for the repair work at the Fire Station restrooms for an amount not to exceed $40,400.

CERTIFICATION OF POSTING

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on March 26, 2025, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City, website as required by law, on the date listed below.

03/24/2025	/S/
Date	Hector Gomez, Chief City Clerk

City Council
Agenda Report

ITEM NO. 1

DATE: March 26, 2025

FROM: Janet Braun, Mayor

PREPARED BY: Mark Perez, Deputy City Clerk

SUBJECT: **CONSIDERATION OF APPOINTMENTS AND REAPPOINTMENTS TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

Recommendation

It is recommended by Mayor Braun that the City Council appoint the following to City Boards, Commissions, and Committees for a full-term ending on December 31, 2027:

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Executive Summary

At the beginning of every Mayoral term, appointments are made to various commissions, boards, committees, and regional groups for the calendar year. On February 5, 2025, the City Council approved the Mayor's recommended appointments for regional boards. This proposed item recommends community members for remaining appointments on the Public Works Infrastructure Commission.

Background

The South Pasadena Municipal Code (SPMC) Section 2.23(a) states that, “Unless otherwise specified in this article, all boards and commissions shall consist of five adult members, all board and commission members to be appointed by the mayor of the city with at least three affirmative votes of the city council.” Vacancies other than by expiration of a term shall be filled by the mayor, with approval of the city council, for the unexpired portion of the term SPMC Section 2.26(a). The term of office for commissions is three years for a full term, running from January 1 through December 31, SPMC Section 2.25(a).

The City has continued community outreach to solicit applications to fill these and other advisory body vacancies. Existing unscheduled vacancies and vacancies occurring in 2025 have been posted on the City's website consistent with the Maddy Act. For residents interested in serving on a City advisory body, the application is available on the City website or in the City Clerk's Office.

In 2022, the City Manager's Office conducted an in-depth review of all City Commissions, Ad Hoc Committees, and City Council subcommittees, aimed at enhancing their operational effectiveness and efficiency. At that time, the structure included fourteen (14) Commissions, nine (9) Ad Hoc Committees, and two (2) Steering Committees. Following a thorough evaluation of these findings, the City Council initiated a reduction in the number of Commissions from fourteen (14) to eleven (11) and resolved to dissolve those Ad Hoc Committees that had completed their intended objectives. In a move to further refine these efforts, members of the Council proposed revisiting this topic for additional refinement and efficiency improvements during the City Council meeting on February 7, 2024. Subsequently, on May 1, 2024, the City Council discussed this matter extensively and directed the staff to engage more deeply with Commissioners, review the Commission Work Plans for 2024-2025, gather further insights from staff liaisons, and consider practices from comparable agencies.

At the June 18, 2024 City Council meeting, staff presented a comprehensive citywide commission analysis to the City Council. The analysis presented data on the number of commissions and committees including frequency of meetings, workload for staff, commissioner time investment, and provided established and best practices from other municipalities, while suggesting opportunities for efficiencies. At the December 18, 2024 Council Meeting, the City Council directed Public Works staff to prepare an amendment to the South Pasadena Municipal Code (SPMC) to consolidate the Mobility and Transportation Infrastructure Commission (MTIC) and Public Works Commission (PWC) into one commission by ordinance. At the February 5, 2025 City Council meeting, an ordinance was introduced with the first reading. The City Council waived the full reading of the ordinance and requested the City Attorney to read the title of the ordinance. Lastly, at the February 19, 2025 City Council meeting, an ordinance no. 2393 was adopted.

As set forth in the ordinance, the PWIC is made up of the five members of the former MTIC that were in existence as of February 19, 2025. Former MTIC commissioners' appointments shall continue their service with the same term they previously held on MTIC, and this shall not be considered a new appointment for those Commissioners. In order to provide continuity for the newly created Commission, as well as provide a sense of institutional knowledge to assist in the transition of now consolidated responsibilities, former members of the PWC that are in existence as of February 4, 2025, and whose terms have not expired as of December 31, 2024 will be placed on the PWIC for a temporary period of time. Accordingly, until December 31, 2025, the PWIC shall be comprised of 9 members. The former PWC Commissioners being appointed under this item followed a procedure outlined in the Ordinance to facilitate their reappointment. On January 1, 2026, the PWIC shall automatically revert back to a body of seven (7) members. Any future appointments to the Commission shall be made pursuant to South Pasadena Municipal Code Section 2.23.

Fiscal Impact
Cost for onboarding, training, and conducting commission meetings have been accounted for in department budgets.

City Council Agenda Report

ITEM NO. 2

DATE: March 26, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

SUBJECT: **CONSIDER APPROVAL OF A TASK ORDER WITH NINYO & MOORE IN THE AMOUNT OF $38,514 FOR MATERIAL TESTING AND GEOTECHNICAL ENGINEERING SERVICES RELATED TO THE CONSTRUCTION OF THE BERKSHIRE AVENUE AND GREVELIA STREET POCKET PARK PROJECT AND AN ADDITIONAL APPROPRIATION TO THE PROJECT BUDGET FOR THESE SERVICES IN AN AMOUNT OF $38,514**

Recommendation

It is recommended that the City Council consider:

1. Approval of a proposed Task Order under a Master On-Call Professional Services Agreement with Ninyo & Moore, in the final form approved by the City Attorney, to provide material testing and geotechnical engineering services related to the Berkshire Avenue and Grevelia Street Pocket Parks Project, in the amount of $38,514;
2. Appropriating an additional $38,514 to the Grevelia and Berkshire Pocket Parks Project, utilizing $38,514 from the Special Projects Fund 116, increasing the budget from $2,312,000 to $2,350,514 (1.67% increase).

Executive Summary

The City's Fiscal Year (FY) 2024-2025 Capital Improvement Program (CIP) includes the construction of two pocket parks, each located at or near 1107 Grevelia Street and 2006 Berkshire Avenue. This item proposes approval of a task order to support material testing and geotechnical engineering services during construction of the Project, already in-progress.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the City's park and open space infrastructure. This Project is currently under construction and material testing and geotechnical engineering services are needed to complete the project. As a note, Berkshire Pocket Park has since been renamed the Dr. Beatriz Solis Memorial Park by the City Council, however, it will be referenced as Berkshire Pocket Park during construction to be consistent with the construction documents. Corresponding signage for the name change will be updated during the Project.

Analysis

On July 27, 2022, the City Council authorized the approval of multiple Master Service Agreements with professional services consultants for Public Works related on-call

assignments. Ninyo & Moore is one of the consultants approved by the City Council, having submitted a proposal to provide material testing and geotechnical engineering services. Ninyo & Moore is well qualified to complete the scope of work required and has previous experience working with the City.

Ninyo & Moore's scope of work, under this Task Order (Attachment 1) and Master On-Call Professional Services Agreement (Attachment 2), includes providing specialty inspection and testing services for grading, trench backfill, subgrade preparation, aggregate base compaction operations, foundation excavations, structural concrete construction, masonry wall construction, among other activities. Special inspections require the expertise of an approved special inspector in order to ensure compliance with the California Building Code (CBC) and the approved construction documents. Ninyo & Moore will be providing special inspection as required per CBC 1705.6. Ninyo & Moore's scope of work is considered complete at the end of project construction.

The Master Service Agreements for each on-call consultant includes 'Task Order' exhibits that are executed based on the specific scope for each specific task or project. To ensure that use of these on-call professional services follow City Council's adopted procurement policy, Task Orders above the City Manager's spending authority, such as this item's proposed work, are brought to City Council for consideration and approval.

Fiscal Impact
Funding for this project has been approved in the FY 2024-2025 Budget under the Community Services & Parks Grevelia & Berkshire Pocket Parks CIP Project, with $2,312,000 appropriated to CIP Account No. 400-9000-9005-9033-000. This account includes a $1,124,078 transfer from the Fund 275 Park Impact Fees Account, a $550,000 transfer from Fund 250 Los Angeles County Regional Park and Open Space District Measure A, a $193,992 transfer from Fund 252 Proposition 68 2018 Parks Bond Act Per Capita Grant, and $443,930 from the Special Projects Fund 116.

Specifically, per the Measure A grant, $275,000 has been budgeted for each location ($550,000 total), and for the Proposition 68 2018 Parks Bond Act Per Capita Grant 68 funding agreements, two grants in the amounts of $177,952 and $16,040 have been awarded for Berkshire Pocket Park.

Staff recommend utilizing $38,514 from the Special Projects Fund 116 to fund the additional appropriations needed to complete the Project. The total requested budget is $2,350,514, of which $743,992 (31.6%) is grant funded.

Key Performance Indicators and Strategic Plan
This item is related to infrastructure pocket parks construction goals in the City Council's 2025 compilation of priorities (Priority 2 (i)).

Commission Review and Recommendation
The Grevelia and Berkshire Pocket Park Project has been discussed at multiple meetings of the Community Services Commission and the Public Works Commission throughout the development of the Project.

Public Notification
The public was made aware that this item was to be considered this evening by virtue of its

inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Environmental Analysis
Based on comprehensive initial studies conducted, the Grevelia and Berkshire Pocket Parks Project meets the requirements of the Class 32 categorical exemption, as it meets the definition of infill development; would be consistent with the applicable General Plan designation and all applicable General Plan policies as well as with the applicable zoning designation and regulations; occurs within City limits on a Project Site of no more than 5 acres substantially surrounded by urban uses; would be located on a site that has no habitat for endangered, rare, or threatened species; would not result in any significant effects relating to traffic, noise, air quality, or water quality; and could be adequately served by all required utilities and public services. Further, none of the exceptions to the use of a categorical exemption apply to the Project. Finally, there are no features that distinguish the Project from others in the exempt class and thus there are no unusual circumstances. Therefore, the Project is categorically exempt from CEQA pursuant to Section 15332 of the State CEQA Guidelines — Class 32, In-Fill Development Projects.

Attachment:
Attachment No. 1 - Proposed Task Order
Attachment No. 2 - Existing Master On-Call Services Agreement

TASK ORDER NO. NIMO9203-003

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-137)

This Task Order No. **NIMO9203-003** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and **Ninyo & Moore** ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **October 11, 2022** by which the Consultant agreed to perform **Material Testing and Geotechnical Engineering Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:

   Berkshire Avenue Park and Grevelia Street Park Projects
   Conduct geotechnical, materials testing, and special inspection services during the construction of the Berkshire Avenue Park and Grevelia Street Park.

   Task 1a. (Berkshire Avenue Park) and **Task 1b. (Grevelia Avenue Park)** contain the same scope of services as described in detail below.

   Consultant shall provide the following scope of services for both Task 1a and Task 1b:

   - Attendance at pre-construction meetings and field meetings, as requested.
   - Project coordination, management and technical support including review of the project background documents, work scheduling and distribution of test data.
   - Field technician services for observation and testing during grading, trench backfill, subgrade preparation, aggregate base compaction operations, and during foundation excavations. Field density test will be performed to evaluate the contractor's compaction efforts.
   - Field Specialty Inspector services during structural concrete construction including checking reinforcement steel installation, spacing, size, grade, location, clearances and anchorage. Inspection during concrete placement and consolidation will also be performed.
   - Field Specialty Inspector services during the masonry wall construction, including installation of reinforcing steel, observation and sampling during grout and mortar placement and consolidation, and observation of curing

procedures.

- Laboratory testing including Proctor density, masonry grout prism, masonry mortar, masonry prism and concrete compressive strength samples obtained in the field.
- Pick-up and transportation of construction material samples for testing in our laboratory.
- Preparation of daily reports and test data sheets to document the items inspected. Our documents will be made available to you on a daily basis or provided as requested.

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:

   Garreth Saiki
   Ninyo & Moore
   475 Goddard, Suite 200
   Irvine, CA 92618
   Telephone: (949) 753-7070

4. **SCHEDULE.** Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:

   All scope items listed in this task order shall be completed as directed by the city in coordination with the Park Project.

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **Thirty eight thousand, five-hundred-and-fourteen dollars ($38,514)** based on the rates in the Fee Schedule set forth below and the timing of such payment as stated in the Scope of Task Order. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

   Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

Table 1 of 5: Ninyo & Moore Tasks and Field Services with Hourly Rates ($ / hr)				
Task	**Field Services Costs (See Table 2 and 3)**	**Laboratory Testing Costs (See Table 4)**	**Project Coordination, Submittal Review, Management and Technical Support Costs (See Table 5)**	**Task Fee**
1a	384 hrs $17,616	45 tests $2,360	18 hrs $2,930	**$22,906**
1b	252 hrs $11,568	37 tests $2,040	12 hrs $2,000	**$15,608**
Total	**636 hrs $29,184**	**82 tests $4,400**	**30 hrs $4,930**	**192 hrs $38,514**

Table 2 of 5: Ninyo & Moore Tasks and Field Services with Hourly Rates ($ / hr)					
Task	**Field Technician – Grading Observations $110/hr**	**Field Technician – Subgrade and Base Compaction $110/hr**	**Special Inspector – Trench Backfill Compaction $110/hr**	**Special Inspector – Reinforcing Steel $115/hr**	**Special Inspector – Masonry (CMU) Inspections $115/hr**
1a	40 hrs $4,400	12 hrs $1,320	12 hrs $1,320	12 hrs $1,380	40 hrs $4,600
1b	24 hrs $2,640	8 hrs $880	8 hrs $880	12 hrs $1,380	24 hrs $2,760
Total	**64 hrs $7,040**	**20 hrs $2,200**	**20 hrs $2,200**	**24 hrs $2,760**	**64 hrs $7,360**

Table 3 of 5: Ninyo & Moore Tasks and Field Services with Hourly Rates ($ / hr) – with Other Fees				
Task	**Geotechnical Assistant – Sample Pickup $95/hr**	**Field Vehicle Usage $15/hr**	**Field Equipment Usage $12/hr**	**Task Fee**
1a	12 hrs $1,140	128 hrs $1,920	128 hrs $1,536	**384 hrs $17,616**
1b	8 hrs $760	84 hrs $1,260	84 hrs $1,008	**252 hrs $11,568**
Total	**20 hrs $1,900**	**212 hrs $3,180**	**212 hrs $2,544**	**636 hrs $29,184**

Table 4 of 5: Ninyo & Moore Tasks and Laboratory Testing with Hourly Rates ($ / hr) – with Other Fees						
Task	**Proctor Density D1557, D 698 $220/test**	**Masonry Grout, 3x3x6 prism compression, C39 $45/test**	**Masonry Mortar, 2x2 cube compression, C109 $35/test**	**Masonry Prism, half size, compression, C1019 $120/test**	**Concrete Compression Tests, C39 $35/test**	**Task Fee**
1a	2 tests $440	16 tests $720	16 tests $560	3 tests $360	8 tests $280	**45 tests $2,360**
1b	2 tests $440	12 tests $540	12 tests $420	3 tests $360	8 tests $280	**37 tests $2,040**
Total	**4 tests $880**	**28 tests $1,260**	**28 tests $980**	**6 tests $720**	**16 tests $560**	**82 tests $4,400**

Table 5 of 5: Ninyo & Moore Project Coordination, Submittal Review, Management and Technical Support with Hourly Rates ($ / hr) – with Other Fees				
Task	**Principal Engineer/Geologist/ Environmental Scientist $210/hr**	**Project Engineer/Geologist/ Environmental Scientist $185/hr**	**Geotechnical Assistant – Dispatch $95/hr**	**Task Fee**
1a	2 hrs $420	11 hrs $2,035	5 hrs $475	**18 hrs $2,930**
1b	2 hrs $420	7 hrs $1,295	3 hrs $285	**12 hrs $2,000**
Total	**4 hrs $840**	**18 hrs $3,330**	**8 hrs $760**	**30 hrs $4,930**

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City"	"Consultant"
City of South Pasadena	**Ninyo & Moore**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

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MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Ninyo & Moore)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: **Material Testing and Geotechnical Engineering Services.**

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

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

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

3. DEFINITIONS

3.1. "Scope of Services": Such professional services as are set forth in Exhibit A. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.

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

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

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

3.5. "Commencement Date": **October 11, 2023**.

3.6. "Termination Date": **June 30, 2025**.

4. TERM

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

5. IDENTIFICATION OF PROJECTS

5.1. When City determines a need exists for any of the services specified in Exhibit A to this Agreement, City and Consultant may execute a "Task Order" detailing the specific services needed, the applicable fees therefor in accordance with Exhibit B to this Agreement, and the time for completion of such services by Consultant. Each Task Order shall incorporate by reference the terms of this Agreement and shall be sequentially-identified. Consultant shall only perform services under this Agreement and be paid for work performed pursuant to a Task Order approved and executed by the City.

6. CONSULTANT'S DUTIES

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

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

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

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

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

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

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

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

6.9. **Unauthorized Delay.** Consultant shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator.

6.10. **Unforeseeable Delay.** Consultant shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and

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without the fault or negligence of Consultant provided Consultant requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Consultant shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another consultant or contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of sub-consultants due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Consultant or its agents, servants, employees, officers, sub-consultants, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Consultant's control) shall not entitle Consultant to any additional compensation beyond the Maximum Amount. The sole recourse of Consultant shall be to seek an extension of time from the Agreement Administrator.

6.11. **Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Consultant in an acceptable manner at its own expense. Defective work shall not entitle Consultant to any additional compensation beyond the Maximum Amount.

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

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

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

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7. SUBCONTRACTING

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

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

7.3. **Subcontracting.** Consultant shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Consultant shall supervise all work subcontracted by Consultant in performing the Services and shall be responsible for all work performed by a sub-consultant as if Consultant itself had performed such work. The subcontracting of any work shall not relieve Consultant from any of its obligations under this Agreement with respect to any Task Order. Consultant is obligated to ensure that any and all sub-consultants performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.

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

7.5. **Compensation for Sub-consultants.** City shall pay Consultant for work performed by its sub-consultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all sub-consultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any sub-consultants.

8. COMPENSATION

8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount stated in the specific Task Order issued for performance of work. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing in the Task Order. Task Orders over $25,000 shall not be effective unless approved by the City Council.

8.2. **Retention.** City may retain up to 5% of each payment until project completion. Consultant may at its own expense substitute securities equivalent to the amount

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withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Consultant, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Consultant.

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

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

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

8.6. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Consultant shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.

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

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

9. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, tis elected officials, officers, employees, and agents free and harmless form any claim or

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liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

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

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

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

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

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12. INDEMNIFICATION

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

12.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

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

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

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

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

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

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

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12.9. **Civil Code.** For Design Professionals, the parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 12 complies therewith.

13. INSURANCE

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

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

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include reference to the scope of work and this Master Agreement.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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- Automobile Liability
  - Any vehicle, combined single limit $1,000,000

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

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

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

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

13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** If the Consultant is performing any surveying, engineering, architectural, or other design work for the project, Consultant shall provide proof of Professional Liability insurance in the amounts described above. The deductible or self-insured retention may not exceed $50,000, unless written approval is granted by the City for another amount. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

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

13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

13.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission Street, South Pasadena, CA 91030. Phone: (626) 403-7230.

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

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

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

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

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

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

14. MUTUAL COOPERATION

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

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

15. NOTICES

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

If to City

H. Ted Gerber
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

~~Randy Reichert~~ Garreth Saiki
Ninyo & Moore
475 Goddard, Suite 200
Irvine, California 92618
Telephone: (949) 753-7070

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With courtesy copy to:

Roxanne Diaz, Esq.
South Pasadena City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

16. SURVIVING COVENANTS

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

17. TERMINATION

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

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

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

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

18. INTERPRETATION OF AGREEMENT

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

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

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

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

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

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

19. GENERAL PROVISIONS

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

19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage

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fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or sub-consultant to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

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

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

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

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

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

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

"City"
City of South Pasadena

DocuSigned by:
By: Armine Chaparyan
B6F60358A0F24D7...
Signature

Printed: Armine Chaparyan

Title: City Manager

Date: 3/6/2024

"Consultant"
Ninyo & Moore

By: _____
Signature

Printed: Garreth Saiki

Title: Principal Engineer

Date: October 19, 2023

Attest:

DocuSigned by:
By: Mark Perez
BA951D463FA0445...
Mark Perez, Deputy City Clerk

Date: 3/6/2024

Approved as to form:

DocuSigned by:
By: Roxanne Diaz
A7800E5CA8A241F...
Roxanne Diaz, City Attorney

Date: 3/6/2024

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EXHIBIT A

"Scope of Services"

Consultant: **Ninyo & Moore**

Scope:

Material Testing and Geotechnical Engineering Services

a. Perform sub-surface exploration and material testing in accordance with City standards and/or Caltrans standards for street, facility, and other capital improvements.

b. Conduct geotechnical examinations of selected sites, based on data and observations collected from soil boring(s), including an evaluation of subsurface conditions, soil classification and relevant attributes (moisture content, compressive strength, etc.), settlement, bearing capacity / resistance, seismic considerations, and any other related concerns.

c. Provide comprehensive geotechnical reports including calculations and analysis of the subsurface profile and its impact on the seismic stability and structural integrity of the reservoir.

d. Perform building materials testing including welding on structural steel elements in accordance with current building standards and provide geotechnical services for all projects.

e. Perform source inspection of miscellaneous items and fabricated products such as steel girders, concrete girders and welded sign structures used on the State highway system.

f. Review material submittals for compliance with project specifications and applicable standards and regulations.

g. Perform background review of sites based on published and unpublished groundwater and geologic information.

h. Provide preliminary evaluation of seismic hazards and design parameters using fault maps and current building code.

i. Provide field exploration including drilling, sampling, and logging of test borings.

j. Perform geologic field mapping.

k. Perform soil analysis, soil classification, and site-specific soil characterization.

l. Provide recommendations on soil improvement.

m. Perform ground water investigation and control.

n. Provide design parameters for: Grading; Remedial measures; Shoring; Excavation; Backfill; Compaction; Slope stability; Soil bearing pressure; Foundation design, Lateral earth pressures for design of retaining walls; Groundwater dewatering

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o. Provide settlement evaluation and analyze potential for expansion

p. Provide soil corrosivity testing and analysis, Evaluate imported earth materials to be used for fill

q. Provide laboratory testing per City and Caltrans standards to determine maximum dry density and optimum moisture content for fill and backfill, and sand equivalent of all bedding material.

r. Perform laboratory tests on pipe bedding material and aggregate base material to verify their compliance with the project specifications

s. Evaluate over-excavation, backfill, and compaction procedures.

t. Evaluate field procedures, progress, and testing results.

u. Observe site grading and fill placements, including in-place soil density testing of compacted fill, optimum soil moisture density test and relative compaction per project specifications.

v. Provide foundation engineering and inspection for structures; Inspect and evaluate earth-retaining structures and excavations.

w. Perform sieve analysis; Determine R-value; Pavement inspection and testing including preparation of pavement structural section based upon laboratory R-value, sieve analysis, and sand equivalent testing;

x. Perform concrete inspection and testing including air content and slump testing; Prepare standard test cylinders for concrete and provide laboratory compressive strength testing;

y. Attend meetings throughout the duration of the project as needed to provide technical advice on issues, project schedule, cost control and other related matters.

z. Prepare reports to include: description of field procedures, tabulation of daily field compaction test data, laboratory data, conclusions and recommendations. Provide reports bearing the Registered Professional Engineer Seal with the signature and license number of the geotechnical engineer responsible for preparation of the report.

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EXHIBIT B
(*Approved Fee Schedule*)
Ninyo & Moore

Rates

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	**$ 210 per hour**
Senior Engineer/Geologist/Environmental Scientist	**$ 200 per hour**
Senior Project Engineer/Geologist/Environmental Scientist	**$ 195 per hour**
Project Engineer/Geologist/Environmental Scientist	**$ 185 per hour**
Senior Staff Engineer/Geologist/Environmental Scientist	**$ 170 per hour**
Staff Engineer/Geologist/Environmental Scientist	**$ 155 per hour**
GIS Analyst	**$ 130 per hour**
Technical Illustrator/CAD Operator	**$ 110 per hour**

Field Staff

Certified Asbestos/Lead Technician	**$ 195 per hour**
Field Operations Manager	**$ 130 per hour**
Nondestructive Examination Technician (UT, MT, LP)	**$ 125 per hour**
Supervisory Technician	**$ 120 per hour**
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	**$ 115 per hour**
Senior Technician	**$ 110 per hour**
Technician	**$ 110 per hour**

Administrative Staff

Information Specialist	**$ 90 per hour**
Geotechnical/Environmental/Laboratory Assistant	**$ 95 per hour**
Data Processor	**$ 75 per hour**

Other Charges

Concrete Coring Equipment (includes technician)	**$ 190 per hour**
Anchor Load Test Equipment (includes technician)	**$ 190 per hour**
GPR Equipment	**$ 180 per hour**
Inclinometer	**$ 100 per hour**
Hand Auger Equipment	**$ 80 per hour**
Rebar Locator (Pachometer)	**$ 25 per hour**
Vapor Emission Kit	**$ 65 per kit**
Nuclear Density Gauge	**$ 12 per hour**
X-Ray Fluorescence	**$ 70 per hour**
PID/FID	**$ 25 per hour**
Air Sampling Pump	**$ 10 per hour**
Field Vehicle	**$ 15 per hour**
Expert Witness Testimony	**$ 450 per hour**
Direct Expenses	**Cost plus 15 %**

Special equipment charges will be provided upon request.

Note:

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays. Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

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Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 220
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$ 70
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	$ 35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$ 85
Flexural Test, C 293	$ 85
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 225
Marshall Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 90
Voids filled with Asphalt, (VFA) CT LP-3	$ 90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 145
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

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EXHIBIT C

TASK ORDER NO. [NUMBER]

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-###)

This Task Order No. **[###]** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and [Consultant] ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **[DATE]** by which the Consultant agreed to perform **[SERVICE DESCRIPTION]** services in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:
   [INSERT DESCRIPTION OF SPECIFIC WORK HERE OR INCLUDE ATTACHMENT TO TASK ORDER]

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:
   [INSERT NAME AND CONTACT INFORMATION OF CONSULTANT TASK ORDER ADMINISTRATOR]

4. **SCHEDULE.** Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:
   [INSERT COMPLETION DATE OR SCHEDULE OF MILESTONES AS ATTACHMENT]

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule, attached as Exhibit B to the Master Agreement. The total cost of this project is to be no more than **[MAXIMUM AMOUNT]**, based on the rates in the Approved Fee Schedule in the Master Agreement, and the timing of such payment as stated in the Scope of Task Order.

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

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IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City"
City of South Pasadena

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Attest:

"Consultant"
[COMPANY]

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

City Council Agenda Report

ITEM NO. 3

DATE: March 26, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

SUBJECT: **CONSIDER AUTHORIZATION OF A $40,400 EXPENDITURE THROUGH A PURCHASE ORDER DOCUMENT ISSUED TO BLUSKY RESTORATION SERVICES TO PERFORM REPAIR MAINTENANCE AND INSTALLATION WORK AT THE FIRE STATION, IMPROVING THE CONDITION OF THE FIRE DEPARTMENT RESTROOMS**

Recommendation

It is recommended that the City Council waive the competitive bidding requirement and authorize the City Manager to effectuate the issuance of a purchase order and execute any related documents for the repair work at the Fire Station restrooms for an amount not to exceed $40,400.

Executive Summary

This item authorizes an expenditure of $40,400 to complete repairs to the fire station restrooms. This expenditure is over the City Manager's authority of $30,000, and over the City's codified purchase order threshold of $30,000, and therefore requires Council approval of this particular scope of work, and procurement process, in order to proceed.

Background

The City's Fire Station restrooms, located on the second floor of the facility, adjacent to the Fire Department staff living quarters, require repairs. The repair scope of work includes the labor and materials to furnish the repairs to the 5 showers including drywall repairs on the ceilings, new light fixtures, 5 new shower doors, painting and drywall repairs to damaged wall, new grout in the shower floors, and sealing of the grout.

Analysis

Three (3) vendors that supply this type of service were solicited for pricing given the scope of work. Of the three vendors, the lowest responsive bidder is Blusky Restoration Services at a total cost of $36,728.92. City staff recommend adding a $3,671.08 contingency (10%) to the cost in the issuance of a purchase order, to facilitate completion of the work.

In accordance with the City's Purchasing Policy, and South Pasadena Municipal Code (SPMC) Chapter 2 Administration, Article XI Purchasing, Section 2.99-29 Purchasing system, procurement of these repairs and related services can be considered in the 'Goods and/or General Services' purchase category. In this category, at a value of over $30,000, competitive pricing is required and City Council is the awarding authority. SPMC 2.99-29(10)(d) also

requires purchases over $30,000 to undergo formal sealed bidding, using the City's standard bidding templates, associated product specifications, and/or scope of services, including development of a written contract. Conversely, SPMC 2.99-29(10)(c) allows services not involving a unique ability with an estimated value above $10,000 and not exceeding $30,000 be made in the open market after obtaining written quotations solicited by written notice inviting quotations. This municipal code section also allows work not exceeding $30,000 to be authorized by a purchase order.

Staff is requesting the City Council waive the City adopted purchasing policy requirements of SPMC 2.99-29(10)(d) that this is in the best interest of the City, and approve the use of a purchase order document as described in SPMC 2.99-29(10)(c), for the $40,400 procurement of these fire station repair services, to facilitate a faster and less resource intensive process to complete the repair work. It should be noted that for work required to be bid under the public contracts code in this amount can be by a negotiated contract.

Fiscal Impact
Funding for this work has been approved in the FY 2024-2025 Capital Improvement Program (CIP) Budget under the General Building & Facilities Citywide Facility Repair Project, with $329,570 appropriated to CIP Account No. 400-9000-9001-9226-000. The existing and pending expenditures and encumbrances against this account total $170,510, therefore, the remaining $159,060 is available to fund this $40,400 purchase order.

Key Performance Indicators and Strategic Plan
This item is not identified as a specific Council priority, as it is a matter related to facility maintenance.

Commission Review and Recommendation
This item has not been reviewed by a commission.

Public Notification
The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Environmental Analysis
Repair of existing facilities, namely existing restrooms within an existing facility, does not expand current use. This repair work is exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities".