



## Additional Documents for the Regular City Council Meeting December 4, 2019

Item No.	Agenda Item Description	Distributor	Document
14	Adoption of a Resolution Determining and Establishing an Appropriations Limit for Fiscal Year 2018-19 in Accordance with Article XIII B of the California Constitution	Karen Aceves, Acting Finance Director	Memo
16	Award of Contract for the Pavement and Asset Management Information Services to Bucknam Infrastructure Group, Inc. for a Total Not-to-Exceed Amount of \$68,000	Shahid Abbas, Public Works Director; Kristine Courdy, Deputy Public Works Director	Memo
22	Review City Use of Glyphosate consistent with the Natural Resources and Environmental Commission's Recommendation	Shahid Abbas, Public Works Director; Kristine Courdy, Deputy Public Works Director	Memo




**City of South Pasadena  
Finance Department**

# Memo

**Date:** December 4, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager 

**From:** Karen Aceves, Acting Finance Director  
December 4, 2019 City Council Meeting Item No. 14 Additional Document --

**Re:** Adoption of a Resolution Determining and Establishing an  
Appropriations Limit for Fiscal Year 2018-19 in Accordance with Article XIII B

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Attached are redlined changes correcting the name and title of the signatory to Evelyn Zneimer, City Clerk, on the subject resolution.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
DETERMINING AND ESTABLISHING AN APPROPRIATIONS  
LIMIT FOR FISCAL YEAR 2018-19 IN ACCORDANCE WITH  
ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION AND  
GOVERNMENT CODE SECTION 7910**

**WHEREAS**, Article XIII B was added to the Constitution of the State of California at the Special Statewide election held November 6, 1979 (commonly known as Proposition 4); and

**WHEREAS**, Government Code Section 7910 was added to Chapter 12.05 by Statute at the Regular Session of the California Legislature; and

**WHEREAS**, Proposition 111, which, among other things, provides new annual adjustment formulas for the Appropriations Limit, was approved by the voters in June, 1990; and

**WHEREAS**, The League of California Cities and the State of California Department of Finance have published population and per capita income growth indexes, as well as guidelines for the uniform application of Proposition 111; and

**WHEREAS**, Government Code Section 7910 requires the governing body of each local jurisdiction to adopt, by resolution, its Appropriation Limit; and

**WHEREAS**, said Appropriations Limit must be adhered to in preparing and adopting the City of South Pasadena's (City) annual Budget.

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

**SECTION 1.** In compliance with Article XIII B of the Constitution of the State of California, and Government Code Section 7910, the City hereby establishes the City's Appropriation Limit for the Fiscal Year (FY) 2018-19 to be \$26,190,464.

**SECTION 2.** In the computation of such limits, the City selected population factors for Los Angeles County, rather than those for South Pasadena, for use in FY 2018-19.

**SECTION 3.** In regard to the cost-of-living factors used in the computation of the Appropriations Limit, the City used the change in California per capita income, rather than the change in assessed valuation due to new nonresidential construction.

**SECTION 4.** Said Appropriation Limit shall be adhered to in the City's FY 2018-19 Budget.

**SECTION 5.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**PASSED, APPROVED AND ADOPTED ON** this 5<sup>th</sup> day of June, 2019.

\_\_\_\_\_  
Marina Khubesrian, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Maria Ayala Evelyn Zneimer, ~~Chief~~ City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 4<sup>th</sup> day of December, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Maria Ayala Evelyn Zneimer, ~~Chief~~ City Clerk  
(seal)



**City of South Pasadena  
Public Works**

# Memo

**Date:** December 4, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager

**From:** Shahid Abbas, Public Works Director  
Kristine Courdy, Deputy Public Works Director

**Re:** December 4, 2019 City Council Meeting Item No. 16 Additional Document –  
Award of Contract for the Pavement and Asset Management Information Services  
to Bucknam Infrastructure Group, Inc. for a Total Not-to-Exceed Amount of  
\$68,000

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Attached are revisions to the contract for the Pavement and Asset Management Information Services Agreement. The revisions add clarification to Project tasks, definitions to common abbreviations and add milestone dates to the Project schedule.

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / Bucknam Infrastructure Group, Inc.)**

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Bucknam Infrastructure Group, Inc. (“Consultant”).

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: Pavement and Asset Management Information Systems 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 Consultant’s September 5, 2019 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Kristine Courdy, Deputy Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "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. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is sixty eight thousand Dollars (\$68,000).
- 3.5. "Commencement Date": December 4, 2019.
- 3.6. "Termination Date": December 31, 2020.

#### 4. TERM

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

#### 5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal

laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Steve Bucknam shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and



this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, 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 subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

## 8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 10. RELATIONSHIP OF PARTIES

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

- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **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.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: South Pasadena Pavement and Asset Management Information Systems Services.
  - 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.

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

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

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

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

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

Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions 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.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, South Pasadena, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.
- City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

### 13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

### 14. NOTICES

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

If to City

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

If to Consultant

Steve Bucknam  
3548 Seagate Way, Suite 230  
Oceanside, CA 92056  
Telephone: (760) 216-6529  
Facsimile: (760) 216-6549

With courtesy copy to:

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

### 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of



Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

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

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

“City”  
City of South Pasadena

“Consultant”  
Bucknam Infrastructure Group, Inc.

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Attest:**

By: \_\_\_\_\_  
Evelyn G. Zneimer, City Clerk

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

**Approved as to form:**

By: \_\_\_\_\_  
Teresa L. Highsmith, City Attorney

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

Exhibit A  
Scope of Services

**1) Project Implementation**

TASK 1.1: Management & Administration - Project Kickoff

The first step in implementing a successful pavement / asset management program truly resides in frequent communication and timely scheduled data updates. For the City of South Pasadena it will be essential to establish, up front, the Public Works/Maintenance pavement management priorities. Our team will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach to the pavement management program (PMP) and asset management information system (AMIS), section ID management & 70 miles of street surveys, Los Angeles County Metropolitan Authority (METRO) compliance, finalization of the scope of work and the review of schedule.

This effort will build consensus between the Street Maintenance and Public Works departments as well as build stronger ARTERIAL and LOCAL maintenance programs. The first key topics to be discussed will include the review and assessment of the existing pavement data, METRO compliance, and survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels, and desired service levels.

Deliverable: Meeting minutes and ~~revised~~ project schedule

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports:

- Minimum of three meetings during the project (kickoff, field, and status meetings) – minimum of eight (8) hours;
- Field review meetings;
- Monthly progress status reports will be delivered to City project manager.

Quality Control (QC):

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include 7 miles of arterial/local QC). Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments.

Pavement condition index (PCI) variance reporting will be performed where previous PCI data will be compared to newly inspected 2019 PCI data; if PCI's vary more than ten (10) points per year Bucknam staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record/log any discrepancies between the previous

and current PMP databases (any corrections/changes to the database shall not be made without prior City staff approval).

Since we are collecting distress information on our field Tablets with the South Pasadena MicroPAVER database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of South Pasadena's street distress data. This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

Our surveys follow the accepted American Society for Testing and Material (ASTM) D6433-16 procedure requirements.

Deliverable: A copy of the Consultant quality assurance (QA) /and QC plan utilized by our staff utilized during the project will be submitted along with the Consultant's PMP certification documents.

## 2) Client Satisfaction

### TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Public Works and Street Maintenance departments. Project success is created by delivering on three main factors;

1. Adherence to scope tasks and deliverables
2. Performing to the standard set by the Project Schedule; and
3. Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.23) **Project Schedule**

### TASK 3.1: Work Flow / Project Schedule

The project schedule will demonstrate major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample staff to apply to this project in order to meet an aggressive schedule (two field technicians will drive the proactive schedule). Below are key milestones in the project schedule:

- Project Kickoff – Completed by December 20, 2019
- Data Coordination with City Staff – Completed by January 31, 2020
- Pavement Management Survey Completion and Survey Completion – Completed by March 31, 2020
- Delivery of draft PMP – Completed by April 30, 2020
- City comments returned to Consultant – Completed by May 15, 2020

- Delivery of City capital improvement project (CIP) Final Report – Completed by May 31, 2020
  - South Pasadena CIP data/Final Report, reporting and revenue projections
  - All necessary METRO data, reporting and revenue projections
- Implementation of MicroPAVER version 7.0.7 – Any time after acceptance of Final PMP
  - One copy (.e70 file) of the MicroPAVER database will be delivered;
  - All pavement and geographic information system (GIS) data pertinent to the project deliverables will be submitted with the Final PMP report
- Sidewalk / implementation of AMS and ArcGIS Online - Completed by May 31, 2020
- GIS Data Acquisition – Completed by August 31, 2020
- Publication of ArcGIS Online – Completed by September 30, 2020

#### 4) Scope of Work (Pavement Management Major Tasks)

##### TASK 4.1: South Pasadena PMP Implementation / Update Work History

Bucknam will establish a South Pasadena Pavement Management database by utilizing the Army Corps of Engineers “MicroPAVER” software. The City will purchase MicroPAVER and Bucknam staff will create all pavement segmentation for the City’s Arterial and Local programs. Our staff will define all pavement segments utilizing ASTM D6433-16 standards and will ensure that all publicly maintain streets are within the database. The City’s previous PMP database (dated 2015) is currently in-hand at our offices; our staff will review this data and utilize it for establishing project surveys, data updates and GIS links.

Purchase of MicroPAVER requires a one-time purchase for \$1,170 (this includes two license authorizations; annual maintenance fee after one year equals \$650 per year).

Based on the pavement maintenance that has been performed by in-house staff as well as contractual maintenance, our staff will review all street activities that have been performed during the past three years. This data will be entered into MicroPAVER to enhance the recommendations for the upcoming budgetary analysis and CIP reporting.

Deliverable: MicroPAVER software and Citywide Work History Report

##### TASK 4.2: Conduct Pavement Condition Survey

Once the pavement segmentation has been assessed and verified, the inspection of 70 Arterial and Local miles will be performed. Our survey will ensure that all Master Plan of Arterial Highways (MPAH) routes are surveyed and up-to-date for METRO compliance. Our survey methodologies will include the following approach based on the City’s cost and benefit analysis:

1. Walking/Windshield - All sections are surveyed through walking/windshield methodologies. Distress types will be collected based upon actual surface conditions and physical characteristics of the segment.

2. Surveying methods will be conducted by remaining consistent with MicroPAVER & the ASTM D6433-16 sampling guidelines while being flexible to current City requirements.

All sample locations are observed through walking surveys; additional street factors such as unique distress areas found outside our sample areas will be recorded. According to the METRO guidelines, South Pasadena MPAH pavement sections are to be surveyed for the upcoming 2019 PMP update:

- The inspection of approximately 69.8 miles of MPAH Arterial and Local segments will be performed – METRO compliance requirement (based on last inspection dates)
- Recent slurry seal and overlay maintenance will reduce total mileage of survey - TBD

Our staff will establish all inspection sample locations for survey based on ASTM PMP guidelines; this effort replaces the walking field operations; all pavement inspections are completed in-house through our automated data collection processes. Surveys are quality controlled with field operations.

Our use of MicroPAVER-Tablet units allows our staff to collect pavement data with the City of South Pasadena's MicroPAVER database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.

~~Our Tablet methodology sets us apart from the competition since we are using a paper less inventory process to enter data; this in turn generates cost savings to enhance the project schedule and other portions of the project such as CIP reporting, MicroPAVER training and on-call services.~~

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

1. Field Attribute Data (updated and/or verified)

- ❖ From/to, indicating the assigned limits of the section, sample test areas, street name,
- ❖ Street ranking indicating local, arterial, collector, # of lanes, surface type
- ❖ Historical PCI tracking from previous inspections and 2019 PCI inspections
- ❖ Segment quantities, indicating the length, width, and total true area of the section
- ❖ Pavement segment and PCI "Variance" analysis and report
- ❖ Average Daily Trip (ADT) volumes (if available from previous reports or current City documents)

2. Conditional data will be evaluated for all street segments and will include:

- ❖ MicroPAVER 20 AC & 19 PCC distresses by type, severity and sample area
- ❖ PCI ratings (0-100), taking into account the surface condition, level of distress
- ❖ Other known or found environmental issues (standing water, inverted crowns, steep streets, etc.)

~~We welcome staff from the City to join our surveys.~~ All pavement data will be entered into the City's purchased licensed software (version 7); Bucknam will assist with the purchase. ~~If the~~



~~City elects to not purchase the software Bucknam will utilize their own licensed version of MicroPAVER to complete the project.~~ All items listed above will be maintained by our staff for the duration of this project. Data management will be performed in-house at our Oceanside office.

### 3. Section Distress and PCI Reporting

Upon 50% and 100% completion of the required condition surveys, we will prepare draft PCI Reports and PCI GIS maps that document the conditions of all pavement segments. This report will provide the necessary information within MicroPAVER for the City to use and manipulate projected street rehabilitation and maintenance projects.

Included in the report will be updated pavement performance curves and maintenance decision models. The City and our staff will review the PCI reports to ensure that all inventory data is correct and the project is running smoothly.

Our Report that will include:

- ❖ PCI report - Sorted by Name (A to Z), PCI Order (0-100), Zone (1, 2, 3, etc.)
- ❖ Pavement segment and PCI "Variance Report"
- ❖ Graphical representation of conditions
- ❖ Condition Report Analysis for each segment
- ❖ Work history report
- ❖ GIS Maps presenting PCI finding by zone and by section

Once the City has reviewed, assessed and commented on the draft report, we will address all comments made and deliver the final reports.

Deliverable: Citywide PCI reports, compliant METRO PCI reports, updated MicroPAVER database

#### TASK 4.2a: Sidewalk GIS Layer Build / Data Definitions

Over the past month, Bucknam has assessed the City's previous sidewalk GIS data as well as approximated the total sidewalk mileage through GIS. At this time we are approximating that the City has 120 miles of sidewalks defined within its network.

Bucknam will develop/update a clear and accurate citywide Sidewalk GIS layer that represents where known sidewalk locations exist today (polyline based). This work effort will include the assessment and improvement of all existing sidewalk GIS line work. This updated Sidewalk GIS layer will in turn drive our sidewalk inspections.

Our staff will utilize the City's available pavement segmentation data, within the South Pasadena MicroPAVER PMP, to improve upon the sidewalk segmentation, unique sidewalk ID, survey limits and schedule data. Our staff will utilize additional data such as the City's GIS centerline, aerial imagery and other viable data to assist our field operations.

In improving upon the Sidewalk Management Program (SMP) database sidewalk locations will be digitized through ArcGIS Desktop utilizing available aerial imagery, completed street improvement plans and digital roadway imagery. Sidewalk distress data will be collected through the use of mobile GPS hand-held units, providing a XY coordinates for all distress

locations. Through the use of our enhanced ESRI GIS Collector units we utilize the data capture screen to record inventory and inspection data defined by this scope of work.

Another essential data collection item to establish prior to survey is what defines sidewalk displacement/trip hazards for potential maintenance and repair. These displacement locations will be categorized with low, medium or high deficiency ratings. These details are shown within Tasks 4.2b & 4.2c.; as stated above, we will meet with City staff to define the final deficiency rating definitions prior to survey.

Also, the City has asked us to identify curb & gutter and ADA wheelchair ramp locations; Bucknam has described these work effort deliverables as part of Task 4.2c.

Deliverable: Definition of South Pasadena Sidewalk Section network, inventory attributes, GIS data integration plan

#### TASK 4.2b: Development of Sidewalk Maintenance Database

Based on previous sidewalk management programs performed for various cities, this is the list of typical layers and attributes we collect during sidewalk inspections:

##### Sidewalk Maintenance Distresses GIS Layer

- House Number – House number closest to distress, if applicable;
- Street Name – Street Name;
- Surface Type – i.e. AC, Brick, Paver, PCC;
- Distress Type – i.e. linear cracking, divided slab, buckled Slab;
- Distress Material Location – PCC, C&G, Ramp;
- Height of displacement (Distress Deficiency) – i.e. 0” to ¾”, ¾” to 1 ¼”, 1 ¼” or higher
  - Deficiency ranges – Defined by City’s current Sidewalk Inspection Program (may be changed per discussions with City);
- Sensitive Location – Schools, Parks, City Facilities, etc. Locations to be determined by City Staff;
- Tree – If distress is caused by a tree;
- Utility Box – If utility box is affected by sidewalk distress;
- Slope over 5 : 1 – Yes/No for sidewalk locations over a 5:1 slope ratio;
- Length – Length of distress, if applicable;
- Width – Width of distress, if applicable;
- Area (Sq. Ft) – Area of distress, if applicable;
- Cracks within slab with ½” separation to be noted;
- Construction Site – If distress is on a construction site;
- Recommended Work – i.e. Grind, Ramp, Replace, etc.;
- MicroPAVER ID – Unique ID that corresponds with PMP Street GIS Layer;
- Any hazards or sidewalk damage that may not meet requirements of repair to be noted for future inspections;
- Field notes (if applicable) and inspection date associated with distress priority location;
- Comments – Field for any necessary comments about the distress.

We will finalize each GIS layer's attributes with the City staff before beginning the survey process. Bucknam will deliver all GIS data in the City's preferred GIS format.

Through our experience in working with sidewalk GIS datasets and MicroPAVER we are approaching the development and future management of the South Pasadena sidewalk assessment in the following manner:

- ❖ Perform all sidewalk data collection/condition assessment through the use of mobile GPS driven hand-held technologies and personal computers.
  - This creates a real-time, accurate GIS database for each distress location
- ❖ Publish collected sidewalk GIS data into the City's existing GIS Enterprise for field use, data analysis, reporting and management

Deliverable: Citywide Sidewalk Maintenance Database

#### TASK 4.2c: Sidewalk / Curb & Gutter / Ramp Condition Survey

Once the street/pavement segmentation has been assessed and verified, the inspection of approximately 120 miles of sidewalk segments will be performed. Data will be assessed/collected for each preceding year focus grid. Our survey methodology will include the following approach:

- FY 2019/20 – citywide sidewalk survey (120 miles);
  - ❖ Distress data collected will utilize the attributes shown within Task 4.2b

The City has initially identified specific displacement deficiency ranges which are demonstrated below; any recommended changes to the distress rating limits will be discussed prior to survey:

- Rating 1 – (Fair), Locations that have a condition of Fair to Good or where the problem is not a safety hazard
  - Typically trip, separation, spalling,, raised/depressed slab distress areas that are 0” to ¾ ” in occurrence;
- Rating 2 – (Poor), Locations that have a condition of Poor or any location which the field technician considers to be an immediate serious safety concern
  - Typically trip, separation, spalling, raised/depressed slab distress areas that are ¾ ” to 1 ¼ ” in occurrence;
- Rating 3 – (Very Poor), Locations that have a condition of Very Poor or where the field technician determines that a problem is not an immediate safety concern
  - Typically trip, separation, spalling, raised/depressed slab distress areas that are 1 ¼ ” or greater in occurrence;
- Rating 4– for “vicinity of a sensitive location” (i.e. schools, churches, hospitals, senior housing, city facilities, parks, commercial centers, etc.) where pedestrian traffic is high and the City has a vested interest in lowering tripping hazards.

- Rating can be given for any deficiency location; this places priority onto the location needing repair due to the pedestrian activity at the site.

Our use of mobile GPS Handheld/Tablet units allows our staff to collect sidewalk data with the City of South Pasadena's database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management. We can produce Sidewalk GIS Distress locations at any time during the survey for City QC and/or review.

#### Section Distress and Condition Reporting

At 30%, 60% and 100% Bucknam will generate Sidewalk Distress Reports for City staff review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

Sidewalk spreadsheet reports and GIS maps will include:

- Identification of all street segments in a continuous manner (W to E and S to N);
- Sidewalk locations identified within street segments;
- GIS maps identifying sidewalk displacement locations;
- A Sidewalk M&R recommendation map

Deliverable: Citywide Sidewalk Distress Reports (30%, 60% and 100% status reports); Recommended repairs; GIS Distress/Deficiency maps.

#### TASK 4.3: Maintenance & CIP/Budgetary Analysis

We will assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible. This will be accomplished by meeting with the City to discuss and strategize maintenance activities that are currently being used by the City.

Based on the City's current AC & PCC applications, Geotech reports and other maintenance practices used we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network. Based on our fiscal and deterioration analysis, we will present our results and recommendations to City staff. This analysis will become an essential building block for the projected five-year CIP/maintenance programs.

We will establish/update a maintenance "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance approaches/City practices.

This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within MicroPAVER based on functional class (i.e. arterial, collector, local) and age. Our staff will review the South Pasadena's deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class. The curves will be modified based on current pavement conditions.

The strategies that are typically reviewed are rehabilitation and reconstruction (R&R), localized maintenance, slurry seals, and various overlay types, the expected improvement in pavement condition, the life-cycle extension that would result and the unit costs for maintenance.

All maintenance practices/unit costs will be integrated into MicroPAVER and will be derived from the most recent construction bids for pavement rehabilitation. We will account for inflation rates when long-term revenues projections are made. Our Project Manager and Principal will work

closely with City in defining repair and rehabilitation strategies during each fiscal year and within each Zone defined by the City. Once the repair/rehabilitation strategies have been defined, the identification of a five year Forecasted Maintenance schedule will be generated.

The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Projected / Forecasted PCI's per section
- Cost benefit of individual strategies (e.g. maintain PCI in 5-years, etc.)
- Scheduling with the City's major CIP projects (water, sewer, etc.)
- Budgetary recommendations that satisfy METRO guidelines
- Future routine maintenance needs based on projected deterioration rates

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis.

A working "draft" Final Report will be generated for City staff to review. The report will include an executive summary, the PCI Report as well as draft budgetary findings and recommendations.

Deliverable: Two copies of the Draft Pavement Management Program Report

#### TASK 4.4: Citywide CIP / METRO Compliance Reports

We will deliver the Final Report to the City which will be essential for staff reference and use as well as presented in a way that is beneficial for elected officials/upper management. This report will assist the City in complying with METRO.

The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team. The report will provide the City with information on:

- Current inventory and pavement conditions indices (PCI) for all road classes
- Projected annual rehabilitation programs for street maintenance for a 5-yr period (ARTERIAL and LOCAL Forecast Maintenance Reports) that show the largest return on investment and acceptable levels of service;
- Modeling and comparison of budget scenarios typically include:
  - Current / Actual budget 5-year projection (citywide approach)
  - Identification of annual funding to maintain current PCI after 5-years
  - Increase current PCI within 5-years
  - Gradual, Frontloaded, Constrained and Unlimited funding analysis
- Strategies and recommendations for the City's maintenance programs and procedures, including a preventative maintenance schedule;

- Supporting documentation required by METRO; and
- A detailed breakdown of deferred maintenance (backlog).

We will make a presentation of the results from the 2019 PMP update to City personal and/or City Council if necessary-pro bono.

Registered Engineer: Mr. Steve Bucknam, P.E. will supervise all operations, review all completed data and prepare and sign a final report incorporating the results of our pavement evaluation and conditions. We will provide engineered recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

Deliverable: Three (3) bound copies of the Final Pavement PMP Report (plus one original signed by our Registered Engineer, CA No. 20903), in binder and electronic form (.pdf), will be sent to the City. Bucknam will provide one (1) DVD copy that includes all final reporting documents, MicroPAVER .e70 PMP database and GIS files.

TASK 4.5: PMP Mapping and GIS Update

As an enhancement and proactive approach to this project, our staff will update and publish a Pavement-GIS link between MicroPAVER data and the City’s GIS system. Bucknam will utilize the City’s existing PMP-GIS shapefile (in-hand) as a starting point for updating the layer. By using the unique segment ID’s within the PMP and the City’s ESRI street shapefile ID’s, we will update/verify a one-to-one match for each pavement section in the GIS. All pavement segmentation within the PMP database will be mirrored within the South Pasadena GIS layer which will allow all pavement data to be published on the GIS layer.

With a completed survey and we will update the PMP-GIS layer with all final PCI data.

The maps described below will be incorporated into the City’s Final PMP report:

- PCI values for every section;
- Work History identifications;
- 5-yr Arterial / Local Rehabilitation and Slurry Seal Programs; and
- Functional classification maps

Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City’s GIS enterprise/ArcGIS Online/Google Earth (.kmz). Sample 2019 South Pasadena-GIS PMP map below.

Deliverable: Complete ESRI GIS files/.kmz format, themes based on list above (shapefiles)

**4) Scope of Work (Asset Management Information System - Major Tasks)**

Our firm specializes in turn-key Public Works GIS integration and publications utilizing existing GIS Enterprise sources available at the City as well as management enhancements that track and provided valuable Operation & Maintenance data (i.e. streets, Water, Sewer, Signs, etc.).

Bucknam will serve as the “go-to” GIS staff for the City’s Public Works and will champion the assessment, recommendation and implementation of the following GIS services:

- Phase I – Assessment of Available GIS data;
  - Preparation of Asset Management Information System (AMIS) memorandum;
  - City Review and Approval of AMIS;
  - Publication of cloud-based GIS Management tool (ArcGIS Online)
  - GIS staff augmentation (on-site and off-site)
- Phase II (Technical Support) - Core GIS Annual Updates (Public Works Department);
- Phase II (Optional) - Special GIS Projects (Public Works Department, as-needed projects);

**TASK 4.6: Implementation of AMIS – GIS (Phase I)**

As more and more local agencies rely on digital GIS “go-to” sources, the City has recognized the need to establish a common-sense, effective Asset Management Information System (AMIS) Program within Public Works. Due to availability and low-cost GIS options that are available today for implementing a Public Works department GIS Program, we have described below our proven and successful approach that will allow South Pasadena staff to access, query and manage your infrastructure assets, records and maps through ESRI ArcGIS Online.

Recognizing that the GIS system is critical to day-to-day operations within the City and its Public Works department, an initial assessment of available City and County GIS data is needed. Initially, Bucknam will gather all available GIS data (streets, water, etc.) and identify various GIS “data needs” (i.e. traffic signals, street lights) that are to be published within the AMIS. These assets will include:

South Pasadena Asset Data Collection	
Pavement Management	Storm Drain System*
Water Infrastructure and SCADA	Traffic Signals & System*
Sewer Infrastructure	City Owned Street Lights*
Street Signs / Traffic Control markings / Traffic Data	Street Trees

*\* indicates that no GIS-based data is available from City*

Deliverable: The results of our review of available South Pasadena GIS data, software and management methodologies will be the preparation of an AMIS technical memorandum that will provide the City with the following:

- Identification of all available South Pasadena GIS data (sourced by the City and/or County)
- General findings regarding data quality, quantity, usefulness and application;
- Recommendations for the AMIS cloud-based GIS program;
- Data schema and server side file network mapping; and
- Operations & Maintenance of AMIS program / annual support

With City’s approval of the technical memorandum implementation goals combined with our experience of executing turn-key GIS solutions for local agencies, Bucknam will identify and publish all viable and essential Public Works GIS data to ArcGIS Online.

**TASK 4.7: Publication of AMIS – GIS & Training (Phase I)**

With the approval of the City GIS project management team, Bucknam will initiate the GIS Management efforts to implement and oversee the South Pasadena GIS (SPGIS). This will include the implementation of the City's purchased ESRI ArcGIS Online software. This integration will allow the City to immediately access all existing GIS data stored and maintained by the City's Public Works department as well as other known GIS layers (i.e. available County of Los Angeles GIS data such as Parcels, Planning, city boundary, street centerline, aerial imaging, etc.).

Bucknam staff will assist in the importing of this data and create a live, internal GIS web service through ArcGIS Online that will grant Public Works staff (and other key departments) access to GIS. These services will be considered Phase I of the project and will allow staff to begin using viable GIS Public Works data that exists today.

Deliverable: ESRI ArcGIS Online software and training documentation

#### TASK 4.8: MicroPAVER PMP / AMIS-GIS Training

##### PMP Training

With PMP software use being one of the key components to a successful PMP implementation, we will provide City staff with quality, certified training and the necessary skills needed to maintain the PMP. Bucknam will provide City staff with all collected pavement/GIS data, as well as updated operation manuals for both field data collection and software use. Based on the number of future users, our staff will deliver as many copies as needed by City staff to facilitate the program. Peter Bucknam, who is certified in the use of MicroPAVER, will conduct comprehensive training sessions covering PMP implementation, PMP methodologies, field survey practices, PCI calculations, editing/updating the database, budget needs analysis, and how to publish PMP data to GIS/Google Earth. This is estimated to consist of a minimum of 8 hours of training.

Training typically involves one (1) day of training on the PMP software and GIS linkages. There is no minimum or maximum amount of people that can be trained under this methodology. We can train one key individual or an entire classroom using a City training facility pending on your needs; the intent of this training is to empower and allow City staff to continue updating the PMP database on their own after this project is completed.

##### AMIS – GIS Training

With the integration of ESRI ArcGIS Online supporting the City's Asset Management Information System goals, Bucknam staff will establish training sessions to demonstrate, educate and integrate the new GIS interface management tool. Our AMIS – GIS training will include accessing the South Pasadena ArcGIS Online map galleries, tutorial guide, data schema location/management, Public Works GIS data access (Streets, Water, Sewer, etc.) and operations & maintenance practices.

Bucknam will schedule a final review meeting with City staff to ensure that all technical services are working and staff has a solid understanding of the GIS user-interface. From there Phase II GIS services will be discussed. Phase II services will include the identification of annual operation & maintenance "core" projects for the remainder of the 2019-20 calendar period. AMIS technical support will include 40 hours for the remainder of the FY 2019-20.



## Phase II GIS Support Services

An annual need has been identified to implement a GIS management team to champion and ensure GIS projects are efficiently managed (GIS Operations & Management) once the program is up and running. This is essential to achieving short-term goals and establishing the long-term success of the South Pasadena Geographic Information System (SPGIS).

Project priority and delivery are also essential to this success in the coming years. With Bucknam Infrastructure Group, Inc. (Bucknam) staff working onsite and through remote VPN access we will immediately be able to assess ongoing GIS projects (internal and with outside consultants), implement solutions to known short-term GIS needs and manage long-term GIS priorities.

With a Public Works/citywide understanding gained from assessing these priorities, Bucknam will serve as the go-to GIS management team for the remainder of the 2019-20 fiscal year. We will facilitate numerous GIS Operations and Maintenance projects for the GGIS Program.

Our efforts will include:

- Assessment and Qualification of GIS Data for ArcGIS Online use;
- GIS staff augmentation – ArcGIS Online management;
- Updates to Phase I GIS Data layers
  - Core GIS Annual Updates (Public Works Department);
- Quarterly Department GIS meetings – Action Item deliverables/notes
- Optional Special GIS Services

This methodology will create a “go-to” GIS staff that will support the Public Works department with quarterly GIS tasks, on-site services, annual core GIS projects and as-needed “special” GIS project support. Having Bucknam staff available to serve as an extension of Public Works GIS staff will enhance data accuracy, availability, communication between departments, scheduling of future GIS projects, GIS budget development and GIS deliverable requirements for internal and external project data. The quantity of these services will depend on the City’s annual GIS priorities and available GIS budgets.

Bucknam will be providing their own hardware and software during this effort; only a work station (office) and access to the City’s ArcGIS Online service will be required from the City. Bucknam will work with Ms. Kristine Courdy to ensure that our on-site hardware and software have the necessary and secure access to the City’s file network and data. Bucknam will also work with South Pasadena IT staff regarding off-site, internet VPN remote access to the GGIS data and GIS Enterprise files as well as on-site setup.

### TASK 4.9: South Pasadena My Roads PMP Web-Portal

South Pasadena My Roads Web-Portal - Bucknam now provides all our MicroPAVER clients with a unique and agency driven “My Roads” web-portal that provides instantaneous access to your MicroPAVER database. This “dashboard” allows users to toggle through individual sections via GIS mapping or queries, zone selection, rank selection, etc. to review all section

metrics, latest/previous inspections, work histories generate filtered PCI reports and identify potential maintenance costs based upon your unique needs.

Bucknam has shown above the current “My Roads” actively working! This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the South Pasadena MicroPAVER database the My Roads dataset is immediately changed to reflect work history edits, PCI inspections and section changes.

In summary, My Roads allows the user perform the following dynamic functions:

- Query for a specific pavement segment to view its inspection PCI, work history and inspection history on one dashboard;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of section through the on-board GIS tool.

Deliverable: My Roads PMP Web-Portal

Exhibit B  
Approved Fee Schedule

Below is the approved fee schedule for the scope of services:

Task	Description	Principal	Project Manager	GIS Analyst	Field Tech(s)	Admin	Total by Task
	<b>2019 Base Fee</b>	\$295/hr	\$185/hr	\$145/hr	\$92/hr	\$80/hr	
<b>Task 1</b>	<b>Project Implementation</b>						
Task 1.1	Project Kickoff		1				\$185
Task 1.2	Project Status Meetings - Quality Control	1	2	1	8		\$1,546
<b>Task 2</b>	<b>Client Satisfaction</b>						
Task 2.1	Project Deliverables		2			1	\$450
<b>Task 3</b>	<b>Project Schedule</b>						
Task 3.1	Work Flow / Project Schedule		2		4		\$738
<b>Task 4</b>	<b>Scope of Work</b>						
Task 4.1	South Pasadena PMP Implementation / Update Work History		1		6		\$737
Task 4.1	Purchase of MicroPAVER						\$1,170
Task 4.2	Pavement Condition Survey (approx.70 miles)		3	2	98		\$9,861
Task 4.2a	Sidewalk GIS Layer Build		3	6	60		\$6,945
Task 4.2b	Development of Sidewalk Maintenance Database		2	8	8		\$2,266
Task 4.2c	Sidewalk/C&G/Ramp Condition Survey (approx. 120 miles)		4	4	160		\$16,040
Task 4.3	Maintenance & CIP / Budgetary Analysis		4				\$740
Task 4.4	Citywide CIP / METRO Compliance Reports	1	24	4		1	\$5,395
Task 4.5	PMP Mapping and GIS Update		2	4	8		\$1,686
Task 4.6	Implementation of AMIS-GIS (Phase I)	1	10	12	10		\$4,805
Task 4.7	Publication of AMIS-GIS (Phase I)		4	28	14		\$6,088
Task 4.8	MicroPAVER PMP / AMIS-GIS Training		2	8	8		\$2,266
Task 4.9	South Pasadena My Roads PMP Web-Portal						\$1,750
	Purchase of ESRI ArcGIS Online						\$2,875
	Reimbursable (mileage, printing, materials)						\$2,457
	<b>Total Hours per Staff</b>	<b>3</b>	<b>66</b>	<b>77</b>	<b>384</b>	<b>2</b>	
	<b>2019 Total Base Fee</b>	<b>\$ 885</b>	<b>\$ 12,210</b>	<b>\$ 11,165</b>	<b>\$ 35,328</b>	<b>\$ 160</b>	<b>\$68,000</b>

The City will not pay an excess of the total amount for each Task (1-4) except as upon prior written approved of the agreement administrator.

Below are the hourly rates for the Consultant Services:

<u>Category</u>	<u>Rate</u>
Principal	\$295
Senior Project Manager	\$215
Senior Engineer / Planner	\$195
Construction Manager	\$190
Pavement Management Project Manager	\$185
Management Analyst	\$165
Project Engineer / Planner	\$160
Engineer / Senior Technician / Sr. GIS Analyst / Senior Inspector	\$145
Assistant Engineer / GIS Analyst / Inspector	\$135
CADD Operator	\$110
Administrative Assistant	\$100
Field Technician	\$92
Clerical / Word Processing	\$80
Forensic Services	Quote
<u>Reimbursables</u>	
Mileage	\$ 0.67/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

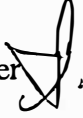


## City of South Pasadena Public Works Department

# Memo

**Date:** December 4, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager 

**From:** Shahid Abbas, Public Works Director

**Re:** City Council Meeting Item No. 22 Additional Document – Review City Use of Glyphosate Consistent with the Natural Resources and Environmental Commission's Recommendation

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Below is a revision to add the following information in the background section of the subject report:

On March 28, 2017, the Office of Environmental Health Hazard Assessment (OEHHA) posted a Notice on its website that glyphosate would be added to the list of chemicals known to the state to cause cancer for purposes of Proposition 65 with a delayed effective date due to the pending case *Monsanto v OEHHA*. Monsanto's challenge was unsuccessful in the trial court. Although the case has been appealed, no stay of the listing has been granted. Therefore, glyphosate was added to the Proposition 65 list on July 7, 2017.

A Proposition 65 warning informs a consumer that s/he is being exposed to carcinogens or reproductive toxins that exceed certain threshold levels. This is not the same as a regulatory decision that a product is "safe" or "unsafe." A consumer can seek information about the actual levels of exposure from the business that produces the product or causes the exposure in order to decide whether to accept, avoid, or take measures to mitigate the exposure risk.

Safe harbor levels, which include No Significant Risk Levels (NSRLs) for cancer-causing chemicals and Maximum Allowable Dose Levels (MADLs) for chemicals causing reproductive toxicity, have been established for many of the chemicals listed under Proposition 65. Exposure levels and discharges to drinking water sources that are below the safe harbor levels are exempt from the requirements of Proposition 65. The safe harbor level for glyphosate is 1100 (ug/day).

For Comparison, Di-isodecyl Phthalate (DIDP) has very similar NSRL levels (1200 ug/day) and is commonly used in various types of plastic consumer products, including some polyvinyl chloride (PVC, vinyl) tubing, materials used in automobile interiors, garden hoses, raincoats, binders, storage cases, tile flooring, shower curtains, and bath mats.

In addition, approximately 240 additional landscape maintenance labor hours per month will be required to pull all weeds, which will amount to an additional cost of approximately \$12,000.00 per month. Pulling mature weeds is more labor intensive than pre-treating with herbicide, justifying the higher cost.