



# Additional Documents List

## Regular City Council Meeting

### February 19, 2020

Item No.	Agenda Item Description	Distributor	Document
10	Receive and File the Second Quarter Fiscal Year 2019-20 Capital Improvement Plan Project Updates	Shahid Abbas, Public Works Director Kristine Courdy, Deputy Public Works Director	Memo
13	Authorize the First Amendments to the Professional Services Agreements with 1) W.G. Zimmerman Engineering, Inc. for Part Time Capital Improvement Project Support Services in an Amount Not-to Exceed \$29,040 for a Total Not-To-Exceed Amount of \$53,790 and 2) Interwest Consulting Group for Part Time Plan Check and Capital Improvement Project Support Services in an Amount Not-to-Exceed \$33,600	Shahid Abbas, Public Works Director Kristine Courdy, Deputy Public Works Director	Memo





**City of South Pasadena  
Public Works Department**

# Memo

**Date:** February 19, 2020

**To:** The Honorable City Council

**Via:** Joe Ortiz, Acting City Manager 

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

**Re:** February 19, 2020, City Council Meeting Item No. 10 Additional Document –  
Receive and File the Second Quarter Fiscal Year 2019-20 Capital Improvement  
Project Updates

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Attached is a revised Capital Improvement Plan Second Quarter 2019-20 Fiscal Year (FY) Project Update Log. The updated log includes a revised due date for the Mission Street Pedestrian Improvement Project (Number 5) and an update in status of the 2018-19 FY Street Improvement Project (Number 25).

**Attachments:**

- 1) Capital Improvement Plan Second Quarter 2019-20 FY Project Update Log – Revised



# City Council Agenda Report

ITEM NO. \_\_\_\_\_

**DATE:** February 19, 2019

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Shahid Abbas, Public Works Director  
Kristine Courdy P.E., Deputy Public Works Director

**SUBJECT:** **Receive and File the Second Quarter Fiscal Year 2019-20 Capital Improvement Plan Project Updates**

## Recommendation

It is recommended that the City Council receive and file the second quarter Fiscal Year 2019-20 Capital Improvement Plan (CIP) Project updates.

## Executive Summary

The CIP is a living document and planning tool designed to adapt to emerging needs and take advantage of new unforeseen funding opportunities that may require expanding or reprioritizing project investments. The CIP provides a comprehensive plan for the City's infrastructure and facility needs. On June 5, 2019 the City Council approved Resolution 7610 adopting the five year CIP for Fiscal Years (FY) 2020-24. The five year CIP contains a total of 46 projects totaling \$153,371,632 of which \$44,366,428 is unfunded. The adopted FY 2019-20 CIP includes 18 projects for a total appropriation of \$11,845,000 and 16 carryover projects from previous fiscal years (including the 110 Interchange Project). The purpose of this report is to summarize the progress made toward meeting deadlines and completing the CIP projects.

## Discussion/Analysis

Below is a summary of the 2019-20 CIP projects:

Category	2019-20 Total Projects	2019-20 Adopted Budget
Municipal Buildings & Facilities	1	\$500,000
Streets and Streetscapes	5	\$3,105,000
Street Lighting and Traffic Signals	2	\$800,000
Water	3	\$6,750,000
Technology Projects	1	\$80,000
Stormwater	1	\$100,000
Sewer	2	\$325,000
Water Conservation	1	\$85,000
Parks	2	\$100,000
<b>TOTAL</b>	<b>18</b>	<b>\$11,845,000</b>

Below is a summary of the status update of the 2019-20 CIP projects (18 projects), and carryover projects (16 projects):

Project Status Update	Number of CIP Projects
Completed	3
Under Construction	8
Pending Authorization	5
Pending City Council Approval	1
Under Design	4
Under Concept Design	2
Developing Specifications	8
Developing Scope of Work	1
Bidding	2
<b>Total</b>	<b>34</b>

One project was completed this quarter: Bushnell Avenue and Diamond Street Improvement Projects.

**Next Steps**

1. Continue to communicate the CIP changes with the City Council and inform of any updates through quarterly reports.

**Legal Review**

The City Attorney has not reviewed this item.

**Fiscal Impact**

The adopted FY 2019-20 CIP includes 18 projects for a total appropriation of \$11,845,000 and 16 carryover projects from previous fiscal years (including the 110 Interchange Project). There has been no change to the funding adopted in Resolution 7610 for the FY 2020-24 CIP.

**Public Notification of Agenda Item**

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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Capital Improvement Plan Second Quarter 2019-20 Project Update Log

**Attachment 1 - 2019-20 FY Capital Improvement Projects - Q2 Update**

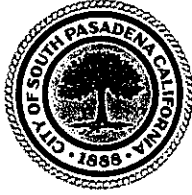
#	Project	Budget FY	Estimated Start Date	Estimated Completion Date	Status	Description
<b>2019-20 FY MUNICIPAL BUILDINGS AND FACILITIES</b>						
1	Municipal Buildings and Facility Repairs	2019-20	6/1/2019	12/30/2020	Bidding	Funding approved for roof repairs HVAC replacements, Fire Department Doors, Access Control, and a contingency for unanticipated repairs. The brush clearance at City vacant lots have been completed by the goats and contractors. Soliciting bids for City Hall and Senior Center HVAC repairs.
<b>2019-20 FY STREETS AND STREETSCAPES</b>						
2	2019-20 FY Preventative Maintenance: Cap and Slurry Seal	2018-19 & 2019-20	6/1/2019	6/30/2020	Developing Specifications	Slurry Seal projects for 2018-19 and 2019-20 FY are combined into one Bid Package. Developing Project Specifications.
3	2019-20 FY Street Improvement Projects	2019-20	7/10/2019	6/30/2021	Developing Specifications	The 2019-20 FY Street Improvement Project List was approved at the August 21, 2019 City Council Meeting. Developing the design RFP
4	Neighborhood Traffic Management Program	2019-20	7/1/2019	6/30/2020	Under Design	Working with a Consultant to develop the Plan.
5	Mission Street Pedestrian Improvement Projects	2018-19 & 2019-20	7/1/2019	6/30/2021	Developing Specifications	Developing project specifications.
6	Columbia St/Pasadena Ave Turn Lanes, Columbia St/Orange Grove	2019-20	10/9/2019	12/31/2020	Developing Scope of Work	Agreements received on October 9, 2019. Working on the updated Project scope of work.
<b>2019-20 FY STREET LIGHTING AND TRAFFIC SIGNALS</b>						
7	Garfield and Monterey Road Traffic Signal	2019-20	10/9/2019	12/31/2020	Developing Specifications	Agreements received on October 9, 2019. Preparing an RFP for the traffic signal warrant.
8	Garfield and Oak Street Traffic Signal	2019-20	10/9/2019	12/31/2020	Developing Specifications	Agreements received on October 9, 2019. Preparing an RFP for the traffic signal warrant.
<b>2019-20 FY WATER</b>						
9	Graves Reservoir	2019-20 & 2018-19	8/11/2018	6/30/2020	Under Construction	Reservoir concrete placement is complete. Contractor is constructing the water treatment facilities.
10	Integrated Water and Wastewater Management Plan (IWWMP)	2019-20	12/5/2019	12/31/2020	Under Design	The City Council awarded the consultant agreement on December 18, 2019. Executing project agreements and scheduling a kick off meeting.
11	2019-20 FY Waterline Replacement	2019-20	7/10/2019	6/30/2021	Developing Specifications	Water line repairs being performed in conjunction with Street Improvement Projects approved for FY 2019-20
<b>2019-20 FY IT PROJECTS</b>						
12	Work Station/Device Replacement/Network Equipment Upgrades	2019-20	7/1/2019	6/30/2020	Under Construction	Annual Replacements of Workstations and computers. Equipment ordered throughout the year.
<b>2019-20 FY STORMWATER</b>						
13	Stormwater Project Concepts, Feasibility and Strategy Development for Grants	2019-20	7/1/2019	12/15/2019	Pending Authorization	The Consultant submitted grant applications for 4 stormwater projects on December 15, 2019 seeking Measure W funding. Awaiting approval of grant award.

## Attachment 1 - 2019-20 FY Capital Improvement Projects - Q2 Update

#	Project	Budget FY	Estimated Start Date	Estimated Completion Date	Status	Description
<b>2019-20 FY SEWER</b>						
14	2019-20 FY Sewer Line Repairs & Replacements	2019-20	7/10/2019	6/30/2021	Developing Specifications	Any Sewer line repairs required will be performed in conjunction with Street Improvement. Projects approved for FY 2019-20.
15	Sewer Master Plan and Sanitary Sewer Management Plan (combined with IWWMP)	2019-20	12/5/2019	12/31/2020	Under Design	The City Council awarded the consultant agreement on December 18, 2019. Executing project agreements and scheduling a kick off meeting.
<b>2019-20 FY WATER CONSERVATION</b>						
16	Water Conservation Projects (Impervious Surface Demonstration Construction)	2019-20	7/1/2019	9/30/2020	Pending City Council Approval	The bids have been received. Staff is evaluating the Project budget and preparing a staff report for City Council consideration.
<b>2019-20 FY PARKS</b>						
17	Berkshire Pocket Park (Design)	2019-20	7/1/2019	6/30/2020	Under Concept Design	Working on updating the concept designs for the Projects
18	Grevalia Pocket Park (Design)	2020-21	7/1/2019	6/30/2020	Under Concept Design	Working on updating the concept designs for the Projects
<b>CARRYOVER PROJECTS</b>						
19	Fair Oaks Avenue Signal Synchronization	2017-18	6/1/2017	6/30/2021	Pending Authorization	Submittal made in June 2019 to Caltrans and Metro for authorization to proceed construction. On received, the project will be advertised for bid.
20	2017-18 FY Street Improvement Projects (Bushnell and Diamond)	2017-18	1/2/2019	12/30/2019	Completed	Bushnell Ave (Oak St-Huntington Dr) & Diamond Ave (Monterey Rd-Lyndon St): Construction complete, filing NOC on February 19, 2020.
21	In Pavement Lighting Crosswalks	2017-18	1/4/2017	6/30/2020	Pending Authorization	Submittal made in March 2019 to Caltrans and Metro for authorization to proceed construction. On received, the project will be advertised for bid.
22	Monterey Road & Orange Grove Avenue Intersection Traffic Signal Installation	2017-18	7/1/2017	3/30/2020	Under Construction	The Project construction was awarded at the September 18, 2019 City Council meeting. Contractor has completed water line and service work. Concrete works for sidewalk, curbs and gutters on going on Orange Grove.
23	Monterey Road Improvement - Phase Three	2015-2019	7/9/2015	3/30/2020	Under Construction	The Project construction was awarded at the September 18, 2019 City Council meeting. The Contractor is performing pre-construction activity and is mobilizing to the site in late October.
24	BTA Bike Parking	BTA Grant	8/30/2018	3/30/2020	Under Construction	The contractor ordered the bike shelters and hitches in December. A preconstruction meeting was held on January 30, 2020.
25	2018-19 FY Street Improvement Projects	2018-19	1/2/2019	6/30/2020	Under Design	Segments: Monterey Road (West City Limits to Arroyo Verde Rd), Monterey Road (Arroyo Verde Rd to Pasadena Ave), Alta Vista Ave (Oak Crest Ave to Mountain View Ave), Forest Ave (Mission St to Dead End), Sterling Place (Grand Ave to Dead End), Pine Street (Atlantic to Huntington). The street improvement projects are currently under design.

### Attachment 1 - 2019-20 FY Capital Improvement Projects - Q2 Update

#	Project	Budget FY	Estimated Start Date	Estimated Completion Date	Status	Description
26	Street Improvement Projects (Alpha and Camino Del Sol)	2017-18 & 2018-19	1/2/2019	6/30/2020	Under Construction	Alpha Ave (Camino Lindo-Valley View) & Camino Del Sol (St Albans-Via Del Rey): City Council approved contract award on February 5, 2020.
27	2018-19 FY Waterline Replacement	2018-19	7/1/2018	12/30/2019	Under Construction	Water line repairs being performed in conjunction with Street Improvement Projects.
28	VoIP (Voice Over Internet Protocol) System Installation	2018-19	1/1/2019	12/31/2020	Developing Specifications	The recabling to allow for the VoIP system has been completed in City facilities. A draft RFP has been prepared and is currently under review with internal staff. It is anticipated to send out the RFP in June 2020.
29	Water Conservation Projects (Impervious Surface Demonstration Design)	2018-19	1/15/2019	9/30/2019	Completed	The design has been completed.
30	Water Conservation (Medians)	2018-19	3/1/2019	6/30/2020	Bidding	Soliciting bids and finalizing the contract documentation. Working with MWD on turf removal rebates for the Project.
31	Compressed Natural Gas (CNG) Station Upgrade	2018-19	9/29/2018	3/30/2020	Under Construction	The Contractor is finalizing system installation and commissioning.
32	Electric Vehicle (EV) Charging Station	2018-19	11/11/2018	8/30/2019	Completed	The Evgo Charging Stations have been installed and available for public use.
33	Mission-Meridian Garage Emergency Generator Replacement Project	2018-19	5/15/2019	12/30/2019	Pending Authorization	The City Council awarded the construction contract on May 15, 2019. Working with the POA on the generator replacement.
34	110 Interchange Project	2020-21	-	-	Pending Authorization	The Metro Board has recommended this Project for funding. Waiting on the final agreements.



**City of South Pasadena  
Public Works Department**

# Memo

**Date:** February 19, 2020

**To:** The Honorable City Council

**Via:** Joe Ortiz, Acting City Manager

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

**Re:** February 19, 2020, City Council Meeting Item No. 13 Additional Document – Authorize the First Amendments to the Professional Services Agreements with 1) W.G. Zimmerman Engineering, Inc. for Part Time Capital Improvement Project Support Services in an Amount Not-to Exceed \$29,040 for a Total Not-To-Exceed Amount of \$53,790 and 2) Interwest Consulting Group for Part Time Plan Check and Capital Improvement Project Support Services in an Amount Not-to Exceed \$33,600 for a Total Not-To-Exceed Amount of \$58,100

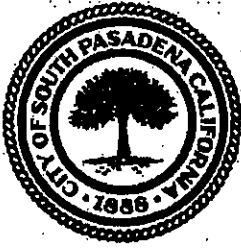
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Attached is the staff report with the rearranged attachments.

**Attachments:**

1. Staff Report
2. Proposed W.G. Zimmerman Amendment
3. Original W. G. Zimmerman Contract
4. Proposed Interwest Consulting Amendment
5. Original Interwest Consulting Contract





# City Council Agenda Report

ITEM NO. _____
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**DATE:** February 19, 2020

**FROM:** Stephanie DeWolfe, City Manager *[Signature]*

**PREPARED BY:** Shahid Abbas, Public Works Director  
Kristine Courdy, P.E., Deputy Public Works Director *[Signature]*

**SUBJECT:** **Authorize the First Amendments to the Professional Services Agreements with 1) W.G. Zimmerman Engineering, Inc. for Part Time Capital Improvement Project Support Services in an Amount Not-to Exceed \$29,040 for a Total Not-To-Exceed Amount of \$53,790 and 2) Interwest Consulting Group for Part Time Plan Check and Capital Improvement Project Support Services in an Amount Not-to Exceed \$33,600 for a Total Not-To-Exceed Amount of \$58,100**

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### Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute the first amendment to the Professional Services Agreement (PSA) with W.G. Zimmerman Engineering, Inc. (Zimmerman), in an additional amount of \$29,040 for the Consultant to provide part time public works and capital improvement plan project support services, and
2. Authorize the City Manager to execute the first amendment to the PSA with Interwest Consulting Group (Interwest), in an additional amount of \$33,600 for the Consultant to provide part time plan check and public works and capital improvement plan project support services.

### Commission Review and Recommendation

This matter was not reviewed by a commission.

### Discussion/Analysis

In November 2019, the Public Works Department had a vacancy in the Civil Engineering Associate position that provides plan check services for development projects, responds to service requests from residents, and manages many of the City's capital improvement projects. Staff contacted four engineering firms to assist the City with staff augmentation while the position is being backfilled. Due to the short notice of the departure, firms were only able to provide part time support to South Pasadena. On December 2, 2019, the City Manager executed part time agreements with Zimmerman and Interwest Consulting Group to provide plan check support and capital improvement plan project management assistance. Both had qualified staff

available to assist the City and the hourly rates of the proposed Consultants were consistent to the other firms who staff contacted.

In order for the department to continue to provide these important services it is recommended that contract amendments be executed so Zimmerman and Interwest can continue to provide part time public works and capital improvement plan project support services. Zimmerman and Interwest are full service traffic and civil engineering firms that provide similar services to the Public Works Departments in the City of Mission Viejo, City of Pico Rivera, City of Anaheim, City of Irvine, City of San Juan Capistrano, City of Maywood, City of Costa Mesa, City of Seal Beach, City of Carson, and City of Signal Hill. The recruitment for the Civil Engineering Associate is underway and may take an additional three months to complete, and this proposed contract amendment will provide three months of part time staff augmentation services.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

The Public Works Department has one vacancy in the Civil Engineering Associate position which is funded through the following accounts: Public Works Engineering (80%), Sewer (10%), and Water (10%). The proposed contract amendment will be funded using the savings in personnel salary and capital improvement project accounts.

**Public Notification of Agenda Item**

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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

**Attachments:**

1. Proposed W.G. Zimmerman Amendment
2. Original W. G. Zimmerman Contract
3. Proposed Interwest Consulting Amendment
4. Original Interwest Consulting Contract

**ATTACHMENT 1**  
Proposed W. G. Zimmerman Amendment

FIRST AMENDMENT TO  
AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 19<sup>th</sup> day of February, 2020 by and between the CITY OF SOUTH PASADENA ("CITY") and W.G. ZIMMERMAN ENGINEERING, INC. ("CONSULTANT").

RECITALS

WHEREAS, on December 2, 2019, the CITY and CONSULTANT entered into an Agreement for PUBLIC WORKS AND CAPITAL IMPROVEMENT PLAN PROJECT SUPPORT SERVICES ("Agreement"); and

WHEREAS, the Agreement was in the amount of \$24,750; and

WHEREAS, due to a vacancy in the Civil Engineering Associate position, the CITY desires to amend the Agreement to increase the hours needed for CONSULTANT to assist the City on providing plan check and public works project management services; and

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

1. DEFINITIONS. That Section 3.4 of the Agreement is hereby amended to read as follows:

"MAXIMUM AMOUNT": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is fifty-three thousand seven hundred and ninety dollars (\$53,790).

2. SCOPE OF SERVICES. The attached Exhibit A supersedes the original Exhibit A of the Agreement to reflect the change in hours of work and contract amount.

3. APPROVED FEE SCHEDULE: The attached Exhibit B supersedes the original Exhibit B to reflect the change in hours of work and contract amount.

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

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

“City”  
City of South Pasadena

“Consultant”  
W.G. Zimmerman Engineering, 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

The City requires a qualified individual to serve onsite approximately 20 hours, 2 days a week to assist the City in provide Public Works and Capital Improvement Plan Project Support Services. The Consultant proposes to use Christopher Cordero, PE, at a rate of \$165 per hour (see the resume below):

**CHRISTOPHER CORDERO, PE**  
SENIOR PROJECT ENGINEER

WGZE

*Summary*

Mr. Cordero has over 10 years of design experience in traffic and civil engineering. He has been the project engineer for projects in the Cities of Downey, Signal Hill, Camarillo, Pasadena, Cypress, Long Beach, Carson, Brea, Newport Beach, Seal Beach, and Stanton. His experience includes traffic studies, circulation studies, parking lots design, grade separation studies, traffic signal design, communication design, roadway design, site grading, retaining wall design, preparation and review of SUSMP/WQMP, low impact development design, drainage design, hydrology studies, PS&E development, and construction inspection.

Years with Firm: 10  
Years with Other Firms: 3  
Education/Training:  
B.S. Civil Engineering – California  
State Polytechnic University,  
Pomona, CA  
Licenses/Certifications:  
Registered Civil Engineer  
California – #84651  
Hawaii – #17134

*Project Experience*

**Staff Augmentation, Carson, CA.** Senior Project Engineer to provide staff support to the City of Carson by providing staff augmentation as an Associate Engineer for the City's CIP and development projects. Services included: review development plans, coordination with developers, traffic control plan review, and minor civil engineering design: curb ramps, sump pump, and cross-gutters.

**Staff Augmentation, Costa Mesa, CA.** Senior Project Engineer to provide staff support to the City of Costa Mesa by providing staff augmentation as a Senior Transportation Engineer for the City's CIP projects and day-to-day operations. Services included: review traffic control plans, design traffic control plans, and develop striping plans.

**On-Call Traffic Engineering Services, Signal Hill, CA.** Provided the City of Signal Hill traffic engineering support as a Senior Project Engineer. These services include: perform Engineering and traffic survey 2016, coordinate community safety issues with police department, developed community traffic management programs, prepared traffic signal plans, developed signal timing to improve intersection operations, corridor traffic signal synchronization, reviewed traffic signal plans/intersection improvement plans, reviewed/designed traffic control plans, prepared/coordinated with Caltrans for encroachment permits and Federal Funding, and prepared/review traffic impact studies.

**TUMF Review for Western Riverside Coalition of Governments, Riverside, CA.** Senior Project Engineer conducting field and plan reviews in Riverside County to determine verification for reimbursement for projects completed. Analyzing projects based on "WRCOG" criteria such as road widths, number of lanes, and curb and gutter.

Consultant shall provide on-call Public Works and Capital Improvement Plan (CIP) Project Support Services for the following Projects:

- Preventative Maintenance and Street Improvement Projects
- Transportation and Traffic Signal Synchronization Projects
- Caltrans Highway Safety Improvement Projects
- Metro Prop C Transportation Projects
- Measure R Mobility Improvement Projects
- Measure M Subregional Transportation Projects
- Plan check services for development projects in the City.
- Assist with review of transportation and traffic engineering requests from the public
- Traffic engineering services including familiarity with traffic principles, California Manual on Uniform Control Devices, Highway Design Manual and ITE design manuals.
- Minor Civil Engineering Design
- Support Services for the Public Works Department such as permit processing, RFPs, contract specifications, etc. as determined by the City.
- Additional Public Works support services as determined by the City

Exhibit B  
Approved Fee Schedule

The Consultant shall provide a not to exceed of three hundred and twenty six (326) hours of on-call Public Works and Capital Improvement Plan Project Support Services as requested by the City representative. Consultant bill rate is \$165 per hour.

The total not to exceed amount for the services shall be fifty thousand seven hundred and ninety dollars (\$53,790).



**ATTACHMENT 2**  
Original W. G. Zimmerman Contract

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / W.G. Zimmerman Engineering, 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 W.G. Zimmerman Engineering, Inc. ("Consultant").

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: To provide Public Works and Capital Improvement Plan Project Support 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 Scope of Services 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 twenty four thousand seven hundred and fifty Dollars (\$24,750.00).
- 3.5. "Commencement Date": December 2, 2019
- 3.6. "Termination Date": June 30, 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. Bill Zimmerman 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 CIP Project Management
  - 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

Bill Zimmerman  
17011 Beach Blvd #1240  
Huntington Beach, CA 92647

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

By: [Signature]

Signature

Printed: Stephanie DeWitte

Title: City Manager

Date: 12/03/19

"Consultant"

W.G. Zimmerman Engineering, Inc.

By: [Signature]

Signature

Printed: William C. Zimmerman

Title: President

Date: 12/2/19

Approved as to form:

By: [Signature]

Teresa L. Highsmith, City Attorney

Date: 12/3/19



Exhibit A  
Scope of Services

The City requires a qualified individual to serve onsite approximately 20 hours, 2 days a week to assist the City in provide Public Works and Capital Improvement Plan Project Support Services. The Consultant proposes to use Christopher Cordero, PE, at a rate of \$165 per hour (see the resume below):

**CHRISTOPHER CORDERO, PE**  
SENIOR PROJECT ENGINEER

**WGZE**

*Summary*

Mr. Cordero has over 10 years of design experience in traffic and civil engineering. He has been the project engineer for projects in the Cities of Downey, Signal Hill, Camarillo, Pasadena, Cypress, Long Beach, Carson, Brea, Newport Beach, Seal Beach, and Stanton. His experience includes traffic studies, circulation studies, parking lots design, grade separation studies, traffic signal design, communication design, roadway design, site grading, retaining wall design, preparation and review of SUSMP/WQMP, low impact development design, drainage design, hydrology studies, PS&E development, and construction inspection.

<b>Years with Firm:</b> 10
<b>Years with Other Firms:</b> 3
<b>Education/Training:</b>
B.S. Civil Engineering – California State Polytechnic University, Pomona, CA
<b>Licenses/Certifications:</b>
Registered Civil Engineer:
California – #84851
Hawaii – #17134

*Project Experience*

**Staff Augmentation, Carson, CA.** Senior Project Engineer to provide staff support to the City of Carson by providing staff augmentation as an Associate Engineer for the City's CIP and development projects. Services included: review development plans, coordination with developers, traffic control plan review, and minor civil engineering design: curb ramps, sump pump, and cross-gutters.

**Staff Augmentation, Costa Mesa, CA.** Senior Project Engineer to provide staff support to the City of Costa Mesa by providing staff augmentation as a Senior Transportation Engineer for the City's CIP projects and day-to-day operations. Services included: review traffic control plans, design traffic control plans, and develop striping plans.

**On-Call Traffic Engineering Services, Signal Hill, CA.** Provided the City of Signal Hill traffic engineering support as a Senior Project Engineer. These services include: perform Engineering and traffic survey 2016, coordinate community safety issues with police department, developed community traffic management programs, prepared traffic signal plans, developed signal timing to improve intersection operations, corridor traffic signal synchronization, reviewed traffic signal plans/intersection improvement plans, reviewed/designed traffic control plans, prepared/coordinated with Caltrans for encroachment permits and Federal Funding, and prepared/review traffic impact studies.

**TUMF Review for Western Riverside Coalition of Governments, Riverside, CA.** Senior Project Engineer conducting field and plan reviews in Riverside County to determine verification for reimbursement for projects completed. Analyzing projects based on "WRCOG" criteria such as road widths, number of lanes, and curb and gutter.

Consultant shall provide on-call Public Works and Capital Improvement Plan (CIP) Project Support Services for the following Projects:

- Preventative Maintenance and Street Improvement Projects
- Transportation and Traffic Signal Synchronization Projects
- Caltrans Highway Safety Improvement Projects
- Metro Prop C Transportation Projects
- Measure R Mobility Improvement Projects
- Measure M Subregional Transportation Projects
- Plan check services for development projects in the City.
- Assist with review of transportation and traffic engineering requests from the public
- Traffic engineering services including familiarity with traffic principles, California Manual on Uniform Control Devices, Highway Design Manual and ITE design manuals.
- Minor Civil Engineering Design
- Support Services for the Public Works Department such as permit processing, RFPs, contract specifications, etc. as determined by the City.
- Additional Public Works support services as determined by the City

**Exhibit B**  
**Approved Fee Schedule**

The Consultant shall provide a not to exceed of one hundred and fifty (150) hours of on-call Public Works and Capital Improvement Plan Project Support Services as requested by the City representative. Consultant bill rate is \$165 per hour.

The total not to exceed amount for the services shall be twenty-four thousand seven hundred and fifty dollars (\$24,750).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dealey, Renton & Associates License #0020739 600 Anton Blvd., #100 Costa Mesa CA 92626		<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 714-427-6810      FAX (A/C, No.): 714-427-6818 E-MAIL ADDRESS: certificates@dealeyrenton.com	
<b>INSURED</b> W G Zimmerman Engineering, Inc. 17011 Beach Blvd., Ste. 1240 Huntington Beach CA 92647		<b>WGZIMENGI</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Travelers Property Casualty Co of Ameri</b> NAIC # 25674	
		<b>INSURER B : Argonaut Insurance Company</b> 19801	
		<b>INSURER C : Travelers Property Casualty Company of America</b> 25674	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 938773427**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SDR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	6807H190372	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA5429L431	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			CUP7372Y622	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB0K588642	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			121AE000113900	6/26/2019	6/26/2020	\$2,000,000 \$2,000,000      Per Claim Annual Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: All Operations as pertains to named insured.  
 South Pasadena is Additional Insured as respects to General Liability coverage as required by written contract.

**CERTIFICATE HOLDER**      **CANCELLATION 30 Day Notice of Cancellation**

Pasadena Public Works Attn: Kristine Courdy 1414 Mission Street South Pasadena CA 91030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Karin Thorp</i>
--	---

NAMED INSURED: W G Zimmerman Engineering, Inc.

COMMERCIAL GENERAL LIABILITY COVERAGE

POLICY NUMBER: 6807H190372

### **ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT**

This is a summary of the coverages provided under the following forms (complete forms available).

**Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)**

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

#### **4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)**

#### **PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

**Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: W G Zimmerman Engineering, Inc.</p> <p>Endorsement Effective Date: 10/15/2019</p>
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### SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



**ATTACHMENT 3**  
Proposed Interwest Consulting Amendment

FIRST AMENDMENT TO  
AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 19<sup>th</sup> day of February, 2020 by and between the CITY OF SOUTH PASADENA ("CITY") and INTERWEST CONSULTING GROUP ("CONSULTANT").

RECITALS

WHEREAS, on December 2, 2019, the CITY and CONSULTANT entered into an Agreement for PLAN CHECK AND PUBLIC WORKS AND CAPITAL IMPROVEMENT PLAN PROJECT SUPPORT SERVICES ("Agreement"); and

WHEREAS, the Agreement was in the amount of \$24,500; and

WHEREAS, due to a vacancy in the Civil Engineering Associate position, the CITY desires to amend the Agreement to increase the hours needed for CONSULTANT to assist the City on providing plan check and public works project management services; and

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

1. DEFINITIONS. That Section 3.4 of the Agreement is hereby amended to read as follows:

"MAXIMUM AMOUNT": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is fifty-eight thousand one hundred dollars (\$58,100).

2. SCOPE OF SERVICES. The attached Exhibit A supersedes the original Exhibit A of the Agreement to reflect the change in hours of work and contract amount.

3. APPROVED FEE SCHEDULE: The attached Exhibit B supersedes the original Exhibit B to reflect the change in hours of work and contract amount.

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

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

“City”  
City of South Pasadena

“Consultant”  
Interwest Consulting Group

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

The City requires a qualified individual to serve onsite approximately 16 hours, 2 days a week to assist the City in provide Public Works, Plan Check Review and Capital Improvement Plan Project Support Services. The City may adjust the hours required based on actual needs. The Consultant proposes to use Kevin Ko, PE, at a rate of \$140 per hour (see the resume below):



**INTERWEST  
CONSULTING  
GROUP**

[www.interwestgrp.com](http://www.interwestgrp.com)

### EDUCATION

BS, Civil Engineering  
University of Hawaii, Manoa  
Honolulu, HI

Graduate Coursework in  
Civil and Structural Engineering  
University of Hawaii, Manoa  
Honolulu, HI

Graduate Coursework in  
Structural Engineering  
University of Illinois, Urbana-Champaign  
Champaign, IL

### REGISTRATIONS CERTIFICATIONS

CA Registered Civil Engineer | C88495

Qualified SWPPP Developer (QSD) |  
C88495

## Kevin Ko, PE, QSD

**CA Registered Professional Civil Engineer**

Kevin is a registered Civil Engineer and certified Qualified SWPPP Developer with multiple years of experience providing civil engineering services to clients in Southern California. His experience includes civil design for drainage, grading, storm water quality, and utility projects as well as construction management on a number of capital projects such as street improvements, sewer improvements, and park improvements. Kevin provides excellent customer service and completes tasks in an accurate, timely, and friendly manner. Kevin has also provided plan review on development projects and undertaken preliminary engineering studies to address infrastructure issues. Kevin is an adaptable individual who embraces new challenges exceptionally.

### PROJECT SPECIFIC EXPERIENCE

#### Contract City Engineer – City of Maywood

2016 – Present Interwest Consulting Group

As City Engineer, Kevin serves as Project Manager and Construction Manager on a number of CIP projects. Kevin is directly involved in the design and construction of street resurfacing, sidewalk improvements, slurry seal, sewer replacement, and park projects. His recent projects include a traffic calming roundabout and development of Maywood Riverfront Park in collaboration with USEPA and US Army Corps of Engineers. Kevin also works closely with the team's Construction Inspectors to ensure projects are completed within a timely manner and within budget.

#### Plans Examiner – City of Pomona

2016 – 2017 Interwest Consulting Group

As a Plans Examiner, Kevin provided residential building plan check and inspection services, ensuring building permit applicants and permittees met the City's municipal code and Title 24 requirements.

#### Transit Coordinator – City of Covina

2015 – 2016 Interwest Consulting Group

As the Transit Coordinator, Kevin was responsible for overseeing the Department of Public Works Transportation Division's operations which included managing service contracts for the maintenance of the City's streets, parking lots, parking structures, Metrolink station, and Dial-A-Ride program (Covina Transit). His duties included developing and implementing procedures for Covina Transit, implementing a vehicle replacement program for its fleet, and procuring a contract service provider to operate the service. He served as the City's liaison between the City and Metrolink, coordinated maintenance of the train station, managed service contracts for security services at the City's Metrolink station and parking structures, facilitated the Covina Police Department and Department of Public Works in procuring a surveillance system for the premises, and implemented a secure bicycle parking station. He also prepared and managed the Transportation Division's annual budget, coordinating with the Engineering Department to determine Prop A, Prop C, Measure R, TDA3, STPL, Gas Tax, and Grant funding as part of the City's CIP program.



**INTERWEST  
CONSULTING  
GROUP**

[www.interwestgrp.com](http://www.interwestgrp.com)

**Assistant/Associate Engineer – City of Bell  
2014–2017** Interwest Consulting Group

As an Assistant/Associate Engineer, Kevin has designed a number of pavement rehabilitation, slurry seal, and sewer replacement and lining projects, handled citizen requests for service, provided construction administration and inspection on construction projects and worked on with the team's Associate Engineer on Project Funding including Prop C, Measure R, Gas Tax, STPL and Grant projects. Kevin has also provided plan review

on development projects and undertaken preliminary engineering studies to address infrastructure issues. Kevin is an adaptable individual who addresses new challenges exceptionally well.

**Civil Designer  
2013 – 2014** Sato & Associates, Inc.

As a Civil Designer, Kevin collaborated with a team of professional engineers to develop civil construction plans for various small to large scale commercial land development projects in various counties in the State of Hawaii. He performed calculations and prepared reports for grading, erosion control, drainage, storm water quality, and water and wastewater systems as required for permit acquisition. He also coordinated with municipal agencies to address submittal review comments and compliance issues during approval process.

**Highlighted Projects for Sato & Associates include:**

- Kalialinui Bridge Repair, Maui, Hawaii
- Kapahulu Ave/Kihei Place Parking Lot, Honolulu, Hawaii
- Lanihau Shopping Center, Maui, Hawaii
- Nimitz McDonald's, Honolulu, Hawaii
- Park Lane Ala Moana, Honolulu, Hawaii
- Puhi Warehouse, Kauai, Hawaii
- Puunene Shopping Center, Maui, Hawaii
- Quality General Baseyard, Honolulu, Hawaii
- Services Rentals Kona, Kona, Hawaii
- Wasa Electrical New Building, Honolulu, Hawaii

Consultant shall provide Plan Check and Public Works and Capital Improvement Plan Project Support Services for the following:

- Preventative Maintenance and Street Improvement Projects
- Sidewalk, curb, gutter and ramp repair projects
- Minor Civil Engineering Design
- Facilities Capital Improvement Projects
- Plan check services for residential and commercial projects in the City.
- Be available during Public Works Plan Check counter hours Monday and Wednesday from 1:30 pm to 5:00 pm.
- Support Services for the Public Works Department such as permit processing, service request responses, developing request for proposal, contract specifications, etc. as determined by the City.
- Additional Public Works support services as determined by the City

Exhibit B  
Approved Fee Schedule

The Consultant shall provide a not to exceed of four hundred and fifteen (415) hours of on-call Public Works and Capital Improvement Plan Project Support Services as requested by the City representative. Consultant bill rate is \$140 per hour.

The total not to exceed amount for the services shall be fifty eight thousand one hundred dollars (\$58,100).

**ATTACHMENT 4**  
**Original Interwest Consulting Contract**

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / Interwest Consulting Group)**

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: To provide Plan Check and Public Works and Capital Improvement Plan Project Support 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 Scope of Services 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 twenty four thousand five hundred Dollars (\$24,500.00).
- 3.5. "Commencement Date": December 2, 2019
- 3.6. "Termination Date": June 30, 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. Jim Ross 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 CIP Project Management
  - 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

Jim Ross  
Interwest Consulting Group  
15140 Transistor Lane  
Huntington Beach, CA 92649

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

By:

Signature

Printed:

Title:

Date:

"Consultant"

Interwest Consulting Group

By:

Signature

Printed:

Title:

Date:

Approved as to form:

By:

Teresa L. Highsmith, City Attorney

Date:

Exhibit A  
Scope of Services

The City requires a qualified individual to serve onsite approximately 20 hours, 2 days a week to assist the City in provide Public Works, Plan Check Review and Capital Improvement Plan Project Support Services. The Consultant proposes to use Kevin Ko, PE, at a rate of \$140 per hour (see the resume below):



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**EDUCATION**

BS, Civil Engineering  
University of Hawaii, Manoa  
Honolulu, HI

Graduate Coursework in  
Civil and Structural Engineering  
University of Hawaii, Manoa  
Honolulu, HI

Graduate Coursework in  
Structural Engineering  
University of Illinois, Urbana-Champaign  
Champaign, IL

**REGISTRATIONS  
CERTIFICATIONS**

CA Registered Civil Engineer | C88495

Qualified SWPPP Developer (QSD) |  
C88495

**Kevin Ko, PE, QSD**

**CA Registered Professional Civil Engineer**

Kevin is a registered Civil Engineer and certified Qualified SWPPP Developer with multiple years of experience providing civil engineering services to clients in Southern California. His experience includes civil design for drainage, grading, storm water quality, and utility projects as well as construction management on a number of capital projects such as street improvements, sewer improvements, and park improvements. Kevin provides excellent customer service and completes tasks in an accurate, timely, and friendly manner. Kevin has also provided plan review on development projects and undertaken preliminary engineering studies to address infrastructure issues. Kevin is an adaptable individual who embraces new challenges exceptionally.

**PROJECT SPECIFIC EXPERIENCE**

**Contract City Engineer – City of Maywood**

2016 – Present Interwest Consulting Group

As City Engineer, Kevin serves as Project Manager and Construction Manager on a number of CIP projects. Kevin is directly involved in the design and construction of street resurfacing, sidewalk improvements, slurry seal, sewer replacement, and park projects. His recent projects include a traffic calming roundabout and development of Maywood Riverfront Park in collaboration with USEPA and US Army Corps of Engineers. Kevin also works closely with the team's Construction Inspectors to ensure projects are completed within a timely manner and within budget.

**Plans Examiner – City of Pomona**

2016 – 2017 Interwest Consulting Group

As a Plans Examiner, Kevin provided residential building plan check and inspection services, ensuring building permit applicants and permittees met the City's municipal code and Title 24 requirements.

**Transit Coordinator – City of Covina**

2015 – 2016 Interwest Consulting Group

As the Transit Coordinator, Kevin was responsible for overseeing the Department of Public Works Transportation Division's operations which included managing service contracts for the maintenance of the City's streets, parking lots, parking structures, Metrolink station, and Dial-A-Ride program (Covina Transit). His duties included developing and implementing procedures for Covina Transit, implementing a vehicle replacement program for its fleet, and procuring a contract service provider to operate the service. He served as the City's liaison between the City and Metrolink, coordinated maintenance of the train station, managed service contracts for security services at the City's Metrolink station and parking structures, facilitated the Covina Police Department and Department of Public Works in procuring a surveillance system for the premises, and implemented a secure bicycle parking station. He also prepared and managed the Transportation Division's annual budget, coordinating with the Engineering Department to determine Prop A, Prop C, Measure R, TDA3, STPL, Gas Tax, and Grant funding as part of the City's CIP program.



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**Assistant/Associate Engineer – City of Bell**

2014 – 2017

Interwest Consulting Group

As an Assistant/Associate Engineer, Kevin has designed a number of pavement rehabilitation, slurry seal, and sewer replacement and lining projects, handled citizen requests for service, provided construction administration and inspection on construction projects and worked on with the team's Associate Engineer on Project Funding including Prop C, Measure R, Gas Tax, STPL and Grant projects. Kevin has also provided plan review

on development projects and undertaken preliminary engineering studies to address infrastructure issues. Kevin is an adaptable individual who addresses new challenges exceptionally well.

**Civil Designer**

2013 – 2014

Sato & Associates, Inc.

As a Civil Designer, Kevin collaborated with a team of professional engineers to develop civil construction plans for various small to large scale commercial land development projects in various counties in the State of Hawaii. He performed calculations and prepared reports for grading, erosion control, drainage, storm water quality, and water and wastewater systems as required for permit acquisition. He also coordinated with municipal agencies to address submittal review comments and compliance issues during approval process.

**Highlighted Projects for Sato & Associates include:**

- Kailiinui Bridge Repair, Maui, Hawaii
- Kapahulu Ave/Kihei Place Parking Lot, Honolulu, Hawaii
- Lanikai Shopping Center, Maui, Hawaii
- Nimitz McDonald's, Honolulu, Hawaii
- Park Lane Ala Moana, Honolulu, Hawaii
- Puhi Warehouse, Kaula, Hawaii
- Puunene Shopping Center, Maui, Hawaii
- Quality General Baseyard, Honolulu, Hawaii
- Services Rentals Kona, Kona, Hawaii
- Wasa Electrical New Building, Honolulu, Hawaii

Consultant shall provide Plan Check and Public Works and Capital Improvement Plan Project Support Services for the following:

- Preventative Maintenance and Street Improvement Projects
- Sidewalk, curb, gutter and ramp repair projects
- Minor Civil Engineering Design
- Facilities Capital Improvement Projects
- Plan check services for residential and commercial projects in the City.
- Be available during Public Works Plan Check counter hours Monday and Wednesday from 1:30 pm to 5:00 pm.
- Support Services for the Public Works Department such as permit processing, service request responses, developing request for proposal, contract specifications, etc. as determined by the City.
- Additional Public Works support services as determined by the City



**Exhibit B**  
**Approved Fee Schedule**

The Consultant shall provide a not to exceed of one hundred and seventy five (175) hours of on-call Public Works and Capital Improvement Plan Project Support Services as requested by the City representative. Consultant bill rate is \$140 per hour.

The total not to exceed amount for the services shall be twenty-four thousand five hundred dollars (\$24,500).