



**CITY OF SOUTH PASADENA
SPECIAL CITY COUNCIL MEETING AGENDA**

**Council Chamber
1424 Mission Street, South Pasadena, CA 91030
January 20, 2021, at 7:29 p.m.**

South Pasadena City Council Statement of Civility

As your elected governing board, we will treat each other, members of the public, and city employees with patience, civility and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all city business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the special meeting of the City Council for January 20, 2021 will be conducted remotely and held by video conference.

The Meeting will be broadcast live on the City's website:
(http://www.spectrumstream.com/streaming/south_pasadena/live.cfm).

Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chambers will not be open for the meeting. Council Members will be participating remotely and will not be physically present in the Council Chambers.

Public Comment on Special Meeting Agenda Items

Pursuant to Government Code Section 54954.3(a), members of the public will be provided with an opportunity to address any item **described on the agenda only**, at the time the matter is considered by the City Council. If you would like to provide public comment, you may submit your comments for City Council consideration **by one of the following options**:

Option 1:

Dial (626) 322-2344 and leave a recording of your public comment. Please state your name and the agenda item number you are providing public comment on. No general public comments will be taken for Special City Council meetings. The cutoff time for public comment to be submitted via phone recording is 4 p.m. the day of the Council Meeting.

(Note: For the purpose of best ensuring that all of the agenda items are considered at the Council Meeting, the Mayor may exercise the Chair's discretion, subject to the approval of

the majority of the City Council, to limit playing of recorded public comment to no more than 30 minutes total on any given agenda item).

Option 2:

Email your public comments to ccpubliccomment@southpasadenaca.gov. Public Comments received in writing will not be read aloud at the meeting. Written public comments will be announced at the meeting and become part of the meeting record. Written public comments will be uploaded online for public viewing under Additional Documents. There is no word limit on emailed Public Comment. Please make sure to indicate: 1) your name, and 2) what agenda item you are submitting public comment on.

Pursuant to state law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

CALL TO ORDER: Mayor Diana Mahmud

ROLL CALL: Councilmembers Jack Donovan; Jon Primuth; and Evelyn G. Zneimer; Mayor Pro Tem Michael Cacciotti; and Mayor Diana Mahmud

PLEDGE OF ALLEGIANCE: Councilmember Jon Primuth

ACTION/DISCUSSION

- 1. **Authorize a First Amendment to the Professional Services Agreement with Transtech Engineers, Inc. to Extend the Contract Term for One Year; and Increase the Associated Revenue and Expenditure Budget Amounts to \$500,000 for FY 2021**

Recommendation:

It is recommended that the City Council authorize the City Manager to execute a first amendment to the Professional Services Agreement (PSA) with Transtech Engineers, Inc. to extend the term of the PSA for one year to continue providing building and safety services, and increase the associated revenue and expenditure budget amounts to \$500,000 for FY 2021.

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ADJOURNMENT

**FUTURE CITY COUNCIL MEETINGS
(OPEN SESSION)**

February 3, 2021	Regular City Council Meeting	Council Chamber	7:30 p.m.
February 17, 2021	Regular City Council Meeting	Council Chamber	7:30 p.m.
March 3, 2021	Regular City Council Meeting	Council Chamber	7:30 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council Meeting agenda packets and any agenda related documents are available online for public inspection on the City website: <https://www.southpasadenaca.gov/government/city-council-meetings/2021-council-meetings>. Additional Documents, when presented to City Council, will also be uploaded and available on the City’s website.

Currently, regular meetings are streamed live via the internet at:
http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

Individuals can be placed on an email notification list to receive forthcoming agendas by emailing CityClerk@southpasadenaca.gov or calling the City Clerk’s Division at (626) 403-7230.

ACCOMMODATIONS



The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230 or CityClerk@southpasadenaca.gov. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City’s website as required by law.

1/19/2021

/s/

Date

Maria E. Ayala
Chief City Clerk



Special City Council Meeting Agenda Report

ITEM NO. 1

DATE: January 20, 2021

TO: Honorable Mayor and Council Members

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development

SUBJECT: **Authorize a First Amendment to the Professional Services Agreement with Transtech Engineers, Inc. to Extend the Contract Term for One Year; and Increase the Associated Revenue and Expenditure Budget Amounts to \$500,000 for FY 2021**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a first amendment to the Professional Services Agreement (PSA) with Transtech Engineers, Inc. to extend the term of the PSA for one year to continue providing building and safety services, and increase the associated revenue and expenditure budget amounts to \$500,000 for FY 2021.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Executive Summary

On January 20, 2016, the City Council authorized the City Manager to execute a PSA with Transtech Engineers, Inc. to provide the City's Building Division services for a period of five years. Transtech has provided excellent service, providing code compliance services, performing inspections, issuing permits, and reviewing and drafting amendments to the City's building codes. To continue providing this service, the proposed amendment of the PSA extends the agreement for one additional year (for a new expiration of January 20, 2022). A one-year amendment will allow the City sufficient time to determine the optimal time to issue a Request for Proposal to update these services going forward. Staff also requests that City Council increase the budget appropriation for Fiscal Year (FY) 2021 from \$425,000 to \$500,000 to account for increased plan check and permit activity. The costs of building and safety services provided by Transtech, acting as the City's Building Division, are fully recovered by plan check and permit fees.

Background/Analysis

The Building Division of the Planning and Community Development Department updates the City's building code and enforces construction standards to safeguard life, health and property

construction standards by reviewing building plans for code compliance, issuing permits, and performing construction inspections. Since 1997, the City has contracted with Transtech for building and safety services and staffing. Transtech provides the following staffing to the City: building official, plan checker, building inspector, and permit technician. Transtech staff includes certified California Access Specialists (CASp) and certified California Green Building Plans Examiners (CalGreen); and all Transtech personnel assigned to the City are certified by the International Code Council (ICC).

On September 21, 2015, the City requested proposals from eight local engineering firms with established experience providing building and safety staffing and plan check services to cities. After reviewing the qualifications, staff ranked Transtech as the best qualified firm to perform the requested building and safety services. The January 20, 2016 Staff Report requested City Council to award the five-year contract to Transtech, and noted the firm's in-depth knowledge and institutional history of South Pasadena and that Transtech had provided excellent service since they were initially contracted in 1997.

On January 20, 2016, Transtech was awarded the current five-year contract. Transtech has provided consistent services and worked collaboratively with staff from a position of great institutional knowledge, which has been especially valuable over the past three years of staff turnover in both the Planning and Community Development and Public Works Departments.

Within the last year in particular, Transtech has led the City's effort to transition planning and building services online for staff to work remotely during the COVID-19 pandemic, implementing the E-Plan submittal process within a week of City Hall's closure to the public. When it became clear that staff would need to work remotely for an extended period, Transtech created virtual counter appointment capability for the public to schedule and meet virtually with staff in the City's Planning and Building Divisions and Public Works Department. Transtech staff has continued to be responsive to special requests and special projects, and their in-depth knowledge and institutional history of South Pasadena continue to provide added expertise and sensitivity to the City's priorities.

During this last year, the City has also seen an increase in the number of and complexity of plan check and permit applications. As such, the collected fees exceeded the amount anticipated in both FY 2020 and in the current fiscal year. Based on fees collected to date, staff recommends increasing the FY 2021 budgeted amount for Transtech services from \$425,000 to \$500,000. All of the actual costs to deliver these services are recovered through associated fees.

Over the next year, the City anticipates additional digital challenges and opportunities, including the procurement and implementation of a permit tracking system. The future permit tracking system will allow staff to better track projects and coordinate internally and interdepartmentally; and a priority of the system selection will be its ability to provide a user-friendly public interface to allow the public to access public record property information and check on the status of active applications and permits. As with previous special projects related to the City's Building

Division services, staff anticipates that Transtech's expertise and local knowledge will be critical in archiving the City's building records and implementing a system to track documents internally and provide public transparency.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no net fiscal impact to the City because plan check and building permit fees fully recover the costs associated with this contract. However, in order to properly account for the costs to be recovered under the terms of the contract, staff is requesting that the City Council authorize an additional \$75,000 increase to the budget amount, from \$425,000 to \$500,000, to the Planning Department Contract Services account 101-7010-7011-8180 and corresponding revenue account numbers 101-0000-0000-5200-004 (Permit Fees) and 101-0000-0000-5200-003 (Plan Check Fees).

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 Special Council Meeting agenda and posting of the same agenda and reports on the City's website.

Attachments:

1. First Amendment to PSA for Transtech Engineers, Inc.
2. Original PSA for Transtech Engineers, Inc.
3. January 20, 2016, City Council Staff Report for the Original PSA

ATTACHMENT 1

First Amendment to PSA for Transtech Engineers, Inc.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**
(City of South Pasadena / Transtech Engineers, Inc.)

THIS AMENDMENT (“Amendment”) is made and entered into on the 21st of January 2021, by and between the City of South Pasadena, a California municipal corporation (“City”), and Transtech Engineers, Inc., a California corporation (“Consultant”) (collectively, “parties”).

RECITALS

WHEREAS, on January 20, 2016, the City and Consultant entered into an Agreement for the provision of building and safety services to the City; and

WHEREAS, the parties desire to extend the term of the Agreement.

NOW THEREFORE, THE CITY AND CONSULTANT AGREE AS FOLLOWS:

1. Paragraph 3.4 “Termination Date” is amended to read: “Termination Date” means January 20, 2022.

2. The name “David Watkins, AICP” wherever it appears throughout the Agreement, is replaced with “Joanna Hankamer.”

3. 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
By: _____
Sean Joyce, Interim City Manager

“Consultant”
Transtech Engineers, Inc.
By: Ayla Jefferson
Ayla Jefferson, Principal Building Official

Date: _____

Date: _____

Attest:

By _____

Date: _____

Approved as to form:

By _____
Teresa L. Highsmith, City Attorney

Date: _____

ATTACHMENT 2

Original PSA with Transtech Engineers, Inc

CITY OF SOUTH PASADENA
PROFESSIONAL SERVICES AGREEMENT
WITH
Transtech Engineers, Inc.

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of January, 2016 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and Transtech Engineers, Inc. ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide building and safety services to the City; and

B. WHEREAS, Consultant represents that it has that degree of training and experience contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" ("Scope of Services") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the "Scope of Services" attached hereto and incorporated into this Agreement as Exhibit "A."

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant is familiar with all laws applicable to its performance of services under this Agreement and shall advise City of any changes in any such laws.

1.3 Familiarity with Work. By execution of this Agreement, Consultant states that:

(1) It has investigated and considered the work to be performed, based on all available information; and

(2) It carefully considered how the work should be performed; and

(3) It understands the difficulties and restrictions attending the performance of the work under this Agreement; and

(4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the scope of services.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the standard of care specified above in 1.2. Consultant agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern, which may include, at City's request, substitution of a Consultant personnel;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City as set forth in Section 6.7 below.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap,

medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Consultant will take affirmative action to ensure that that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. Designated Representative. Consultant hereby designates Craig Melicher as the Consultant Representative, and said Representative shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant's services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.

2.0. COMPENSATION AND BILLING

2.1. (a) Compensation. For performing and completing services Pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated as set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit B.

(b) Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City approves such additional services in writing prior to Consultant performing the additional services. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation are barred and are unenforceable.

2.3. Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

Consultant shall submit invoices to the City at the following address:

David G. Watkins, AICP
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

- 1) Project name/description;
- 2) Name and hours worked by each person who performed services during the billing period;
- 3) The title/classification under which they were billed;
- 4) The hourly rate of pay;
- 5) Actual out-of-pocket expenses incurred in the performance of services; and,
- 6) Other such information as the City may reasonably require.

2.4. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Time is of the essence in the performance of services under this Agreement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. All services

required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective on January 20, 2016 (“Effective Date”) and shall remain in effect for five (5) years, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, in its sole discretion, with thirty (30) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City’s written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City’s receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City’s sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit “C” attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant’s insurer and in a form approved by the City Attorney.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement, together with Exhibits “A”, “B”, and “C” supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein. This

Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding.

6.2. Representatives. For the purposes of this Agreement, the City shall be represented by the City Manager (“City Representative”), or such other person designated in writing by the City Manager. For the purposes of this Agreement, Consultant shall be represented by Craig Melicher or such other person designated in writing by him and accepted by the City Representative. Consultant shall perform the Work described herein under the direction of the City Representative, who will approve the work plan specified herein, if required, prior to Consultant commencing the Work.

The City Representative shall have the authority and responsibility to perform the following tasks:

- (a) Provide interpretation of the scope and specifications for the work to be performed;
- (b) Monitor performance of the Work to ensure compliance with the Agreement;
- (c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;
- (d) Obtain and review Monthly Statements;
- (e) Seek substitution of personnel and suspend work in accordance with other provisions of this Agreement;
- (f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and
- (g) Work directly with the Consultant in the performance of this Agreement.

Consultant’s Representative shall be its agent in all consultations with City during the term of this Agreement. Consultant’s Representative shall attend and assist in all coordination meetings called by City.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant shall notify City of changes in its address. The failure to do so, if such failure prevents City from locating Consultant, shall be deemed a waiver by Consultant of the right subsequently to enforce those provisions of this Agreement that require consultation or approval of Consultant. Notwithstanding this provision, City shall make every reasonable effort to locate Consultant when matters arise relating to Consultant's rights.

All communications in connection with this Agreement, sent through the U. S. Mail, must be addressed as follows:

IF TO CONSULTANT:

Craig Melicher, PE, CBO
Transtech Engineers, Inc.
13367 Benson Avenue
Chino, CA 91710

IF TO CITY:

David G. Watkins, AICP
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in this Agreement or subcontract any services to be performed without amending this Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

6.7. Indemnification and Hold Harmless. To the fullest extent permitted by law, the Consultant hereby agrees as follows:

.1 With regard to any acts or omissions of the Consultant in connection with this Agreement which do not comprise professional services, Consultant

agrees to, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, and employees (“City Indemnitees”) at Consultant’s sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City Indemnitees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. Upon the request of the City, the defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit alleges or asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City Indemnitees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City’s specifications or Consultant’s Proposal, which shall be of no force and effect.

.2 With regard to the professional services performed and to be performed hereunder by or through the Consultant, Consultant agrees to indemnify and hold the City Indemnitees harmless from any damage, liability or cost (including reasonable attorneys’ fees and costs of defense) to the proportionate extent that they are caused by the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors. The Consultant shall not have an upfront duty to defend the City Indemnitees for such claims but shall reimburse reasonable defense fees and costs to the extent a claim is determined to have been caused by the negligence, recklessness, or willful misconduct of Consultant, or as the parties otherwise agree in settlement.

.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 6.7 and related to Consultant’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

.4 The obligations of Consultant under this Section 6.7 will not be 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, its officers, agents, employees and volunteers.

.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every

subcontractor or any other person or entity retained by Consultant to assist in the performance of this Agreement.

.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise 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, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

6.10. PERS Eligibility Indemnification. 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 the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS 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 PERS 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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City, without restriction or limitation upon its use or dissemination by City; no such written products shall be the subject of a copyright application by Consultant. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of

California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.

6.17. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

6.18. Licenses, Permits, and Fees. Consultant shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement.

6.19. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.20. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.21. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.29. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

6.30. Applicable Laws, Codes, and Regulations. Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services.

6.31. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

6.32. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.


6.34. Force Majeure. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 1-26-2016

THE CITY OF SOUTH PASADENA

By: 
Sergio Gonzalez, City Manager

Dated: _____

TRANSTECH ENGINEERS, INC.

By: 
Craig Melicher, Senior Vice President

Federal ID No. 95-4314745

APPROVED AS TO FORM:


Teresa L. Highsmith, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

This Agreement is made effective as of XXXX, by and between the City of South Pasadena ("Client") of 1414 Mission Street, South Pasadena, CA 91030, and Transtech Engineers, Inc. ("Consultant") of 13367 Benson Avenue, Chino, CA 91710.

1. DESCRIPTION OF SERVICES. The Consultant will provide to Client the following services (collectively, the "Services"):

Review building and development plans for conformance with the California Building, Electrical, Plumbing and Mechanical Codes, South Pasadena Municipal Code and rules and regulations, and other requirements as set by city departments, and arranging for reviews by other responsible agencies, as appropriate. First plan check for new construction will be completed within two weeks after submittal; subsequent checks or revisions to approved plans will be completed within one week after re-submittal or submittal.

The hours for issuing building permits will be consistent with the hours of the Counter Technician/Building Clerk. However, the Director of Planning & Building has the prerogative to adjust the hours as needed to provide responsive service to the public.

Provide field inspections during the course of construction, pursuant to applicable codes, rules and regulations. Currently, inspections are provided the next business day following a request made by 4:30 p.m. Building inspections shall enforce all violations of the above referenced codes, rules, and regulations, including substandard conditions. Other violations observed in the field shall be immediately reported to the Director of Planning and Building or other appropriate city departments. The Building Division shall also coordinate with the Community Improvement Coordinator, the Public Works Department and the Fire Department as needed for inspections and reports of code violations.

Attend meetings with City staff, City officials, contractors, and the general public, as required.

Maintain all Building and Safety records and files at City Hall or at such locations as approved by the Director of Planning and Building. This includes digitizing and electronically managing all permit records to allow convenient viewing through the City's Laserfiche document management system. This also includes preparation of large format plans for offsite scanning by another vendor. All records, documents, studies, and computer programs and files, etc. are the property of the City.

Calculate and identify all necessary fees for building permits, plan check and other related services for collection by the City.

Provide periodic technical training to keep Consultant's staff up-to-date on the latest codes and building techniques. Provide to, and receive from, the Community Improvement Coordinator appropriate training to coordinate the code enforcement functions and the contractor. Training will include the latest Green Building techniques to assist staff with providing guidance to department clients on incorporating environmentally prudent methods for construction and use of materials. Training will include construction-related accessibility standards for persons with disabilities. Consultant will attend annual NPDES training provided by the Public Works Department, as required.

Answer questions, which may or may not be directly related to an active permit or fee collection. Questions may be generated from the public at the counter, over the telephone, or by email during designated hours. Consultant recognizes that the City puts a premium on responsive, timely and accurate provision of information to the public. Consultant will work closely with Planning, Public Works and Fire to ensure seamless and timely information to all clients.

Conduct investigations as directed by the City, including field and office research, including any follow-up work, such as preparation of letters and documents. These investigations may also include inspections, research, code enforcement, etc. which are not billable to a permit.

Support the City in the event that the Emergency Operations Center is activated in response to a disaster. The cost of this support is not included in Exhibit B of this Contract and will be billed separately consistent with Consultant's standard fees, and in coordination with the procedures of the Emergency Operations Center.

Draft and process all amendments or changes to the State Building, Electrical, Mechanical and Plumbing Codes, as required by state law. The cost of this support is not included in Exhibit B of this Contract and will be billed separately per the Building Official rate, subject to the prior approval of the Director of Planning and Building. Consultant will provide Client with a timely estimated budget for Building Code maintenance and update for the appropriate Fiscal Year budget.

EXHIBIT “B”

SCHEDULE OF COMPENSATION

Task	Team Members	Hours/Week	Rate
Plan Check	Varies per workload	Varies pre workload	65% of plan check fees collected by the City
On-Site Staff for over the counter plan check (1.5 hours/day, 4 days/week), plus Principal Building Official and Supporting Building Official time as requested, with an average of 16 hours maximum per week depending on the work load and the City’s request	Dennis Tarango, CBO Jeffrey Kao, PE Craig Melicher, PE, CBO Ayla Jefferson, CBO	6-16 hours per week	\$79.75
Building Inspector	Consultant personnel*	40 hours/week	\$59.75
Counter Service/Permit Technician	Consultant personnel*	40 hours/week	\$29.75

*All personnel carrying out the functions of Building Inspector and Counter Service Permit Technician are employees of Consultant and are supervised and directed by Consultant Principal Building Official and Supporting Building Official.

Hourly rates are automatically adjusted annually on July 1st of each year by the percentage change in the Los Angeles-Riverside-Orange County Consumer Price Index-All Urban Consumers (“CPI-U”) for the preceding twelve month period as calculated by the U.S. Department of Labor Bureau of Labor Bureau of Labor Statistics.

EXHIBIT "C"

INSURANCE REQUIREMENTS

Additional Insured Status: The Consultant shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work or operations in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the 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. General liability coverage can be provided in the form of 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 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Professional Liability Insurance \$1,000,000/\$2,000,000

General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a.	Any vehicle, combined single limit	\$1,000,000
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Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by 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 the retention.

Acceptability of Insurers: Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. 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.

Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves

the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

ATTACHMENT 3

January 20, 2016, City Council Report for the Original PSA

City of South Pasadena Agenda Report

*Diana Mahmud, Mayor
Michael A. Cacciotti, Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: January 20, 2016
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager
FROM: David G. Watkins, AICP, Director of Planning & Building
SUBJECT: **Award of Contract for Building and Safety Services to Transtech Engineers, Inc.**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated October 22, 2015, from Transtech Engineers, Inc. for the provision of building and safety services; and
2. Authorize the City Manager to execute an agreement with Transtech for a five year period.

Fiscal Impact

There is no net fiscal impact to the City of South Pasadena (City). Plan Check and Building Permit fees fully recover the costs associated with this contract.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The Building and Safety Division of the Planning & Building Department enforces construction standards to safeguard life, health and property by issuing permits, reviewing building plans for code compliance, and performing construction inspections.

Since 1997, the City has contracted with Transtech Engineering, Inc. for staffing the building and safety function. Service levels include:

- Building Official: 12-16 hours/week (in office and counter availability).
- Building Technician: 40 hours/week
- Building Inspector: 40 hours/week
- Plan Check: Over-the-counter plan checks; first plan residential construction within 10 days, subsequent rechecks within 5 days of resubmittal.

In order to ensure continued maximum cost effectiveness and without prejudice to the current consultant, the City initiated an open Request for Proposals for the Building and Safety operation.

Analysis

On September 21, 2015, a request for proposals was sent to eight Southern California engineering firms with established experience providing building and safety staffing and plan check services to cities. Proposals were received from the following five firms:

- Transtech Engineers, Inc., Chino
- CSG Consultants, Inc., Santa Ana
- Interwest Consulting Group, Huntington Beach
- Charles Abbott Associates, Inc., Mission Viejo
- Willdan, Industry

Section 4526 of the Government Code states that professional services contracts are to be bid based on qualifications rather than price:

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

After reviewing the qualifications, staff ranked Transtech as the best qualified firm to perform the requested building and safety services. Since 1997, the City has contracted with Transtech and they have continued to provide excellent service during that time. Transtech has averaged approximately 400 plan checks, 2,600 permits and 2,200 inspections annually over the last five years with only a minimum of complaints. Transtech personnel assigned to South Pasadena are all certified by the International Code Council (ICC), and Transtech staff includes certified California Access Specialists (CA Sp), as well as certified California Green Building Plans Examiners (CalGreen).

Transtech staff has always been extremely responsive to special requests and special projects, and their in-depth knowledge and institutional history of South Pasadena provides added expertise and sensitivity to the City's priorities, such as the Rialto Theater. Although the other firms that submitted bids are able to provide these services, Transtech's reputation for excellent client service and deep knowledge of South Pasadena make them best suited to provide building and safety services for the City.

Legal Review

The City Attorney has reviewed the agreement, which incorporates the latest professional services agreement template prepared by the City Attorney's Office, as well as some language

changes requested by Transtech related to bifurcating the indemnity clause. The City Attorney's Office has approved the resulting agreement as to form.

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: Professional Services Agreement with Transtech Engineers, Inc.