



Additional Documents List City Council Meetings August 18, 2021

Item No.	Agenda Item Description	Distributor	Document
10	Authorize Southern California Edison to Perform Nighttime Construction Work in the Vicinity of Garfield Park, Causing a Full Street Closure of Grevelia Street and Clark Place from Park Avenue to Garfield Avenue	Shahid Abbas, Director of Public Works	Memo re. Includes a statement on California Environmental Quality Act (CEQA) exemption.
11	Approval of Two Concept Designs for Berkshire and Grevelia Pocket Parks, Award of Contract to David Volz Design in a not-to-exceed amount of \$178,025 for Construction Document Services, Appropriate \$178,025 from the Park Impact Fees Revenue Account, and approve the Addition of a Memorial Tree, Bench, and Plaque for Beatriz Solis at Berkshire Park.	Sheila Pautsch, Director of Community Services	Memo re. Attached is an additional document that provides explanation of the hourly rate for David Volz Design and the estimated time frame for construction document.
13	Authorize the City Manager to Execute the First Contract Amendment with Right of Way, Inc. to Extend the Contract Term to August 19, 2022 and Increase the Total Not to Exceed Amount to \$75,000 (ROW)	Margaret Lin, Acting Planning and Community Development Director	Memo re. Additional document which provides a revised Attachment 2.

Item No.	Agenda Item Description	Distributor	Document
14	Award of Professional Services Agreement to KOA Corporation for Engineering Design Services for the North-South Corridor Intelligent Transportation System Deployment Project No. 2020-02, Federal Project No. RABA01-5071(024) for a Not-to-Exceed Amount of \$867,331; Reallocation of Project Costs	Shahid Abbas, Director of Public Works	<p>Memo re. Attached is an additional document, which includes a statement on California Environmental Quality Act (CEQA) exemption.</p> <p>Memo re. Revised language for scope of services, listed in the professional services agreement</p>
18	Public Hearing and Adoption of Resolution Approving the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Purpose of Financing the Acquisition, Construction, Improvement, Renovation and Equipping of Certain Educational Facilities for the Benefit of the California Institute of the Arts and Certain Other Matters Relating Thereto And Approving a Joint Powers Agreement Relating to the California Municipal Finance Authority (TEFRA)	Elaine Aguilar, Interim Assistant City Manager	<p>Memo re. Additional document which provides a revised recommendation</p>
PC	Emailed Public Comment for: Closed Session Agenda Item Nos. C	Lucie Colombo, City Clerk	Emailed Public Comment
PC	Emailed Public Comment for: Regular Session Agenda Item Nos. #2 and #19	Lucie Colombo, City Clerk	Emailed Public Comment



City of South Pasadena Public Works Department

Memo

Date: August 17, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Shahid Abbas, Director of Public Works

Re: August 18, 2021 City Council Meeting Item No. 10 Additional Document – Authorize Southern California Edison to Perform Nighttime Construction Work in the Vicinity of Garfield Park, Causing a Full Street Closure of Grevelia Street and Clark Place from Park Avenue to Garfield Avenue

Attached is an additional document, which includes a statement on California Environmental Quality Act (CEQA) exemption. This project consists of operation, repair and maintenance of existing utility facilities, therefore, per 2021 CEQA Statute and Guidelines, Article 19, Section 15301, this project is exempt from further CEQA analysis.

DATE: August 18, 2021

FROM: Arminé Chaparyan, City Manager

PREPARED BY: Shahid Abbas, Director of Public Works
Tatevik Barakazyan, Civil Engineering Assistant

SUBJECT: **Authorize Southern California Edison to Perform Nighttime Construction Work in the Vicinity of Garfield Park, Causing a Full Street Closure of Grevelia Street and Clark Place from Park Avenue to Garfield Avenue**

Recommendation

It is recommended that the City Council:

1. Authorize Southern California Edison (SCE) to perform nighttime construction work in the Vicinity of Garfield Park, Causing a Full Street Closure of Grevelia Street and Clark Place from Park Avenue to Garfield Avenue; and
2. Direct staff to provide options for modification the South Pasadena Municipal Code to allow for administrative review of requests for nighttime work for similar urgent activities

Background

SCE submitted an application for an encroachment permit to replace transmission poles at Grevelia Street and Stratford Avenue. The repair work will require an overnight full street closure of Grevelia Street from Park Avenue to Garfield Avenue (See Attachment). SCE is requesting to perform the construction work during the hours of 8pm to 5am.

Pursuant to City of South Pasadena Municipal Code Chapter 19A “Noise Regulation”, Article 3 “Construction”, construction activity is generally prohibited during night time hours:

19A.13 Construction of buildings and projects.

- (a) It is unlawful for any person to perform any construction activity within a residential zone or within 500 feet thereof on Monday through Friday before 8:00 a.m. and after 7:00 p.m., Saturday before 9:00 a.m. and after 7:00 p.m., and on Sundays and city recognized holidays before 10:00 a.m. and after 6:00 p.m.

However, “emergency work” as defined under SPMC 19A.2(f) is allowed where work is:

- made necessary to restore property to a safe condition following a public calamity,
- required to protect persons or property from an imminent exposure to danger, or
- by private or public utilities when restoring utility service.

The proposed work is within 500 feet of a residential zone and being proposed to occur during the said hours of the noise ordinance. The SPMC allows for “emergency work”. As discussed below, the proposed construction will result in a power outage while the transmission poles are replaced. SCE has articulated an additional significant impact to the larger area if the work is performed during daytime hours. As a result, staff is requesting the City Council to authorize the Director of Public Works to allow SCE to perform the nighttime construction work as requested.

Discussion/Analysis

SCE is in the process of maintaining and upgrading the Transmission & Distribution facilities in the City of South Pasadena. This maintenance work is to ensure the continuity of a safe, reliable electrical system which serves the City of South Pasadena. Upon the completion of the project, the overall reliability of the SCE grid system will improve, which will minimize future power outages.

While most repair work by SCE can be safely completed during weekday hours, occasionally circumstances arise when SCE requests to perform work after hours during the night or on weekends. During a planned maintenance outage, SCE can transfer the load to another circuit, minimizing the area of the outage. However, if the transfer is made during daytime or high-peak usage hours, the circuits can overload resulting in an extensive outage. Here, SCE advises that due to loading and capacity configurations on the SCE system, certain outages must be taken at night or on a weekends, when demand on the system is lower and that daytime work may overload the surrounding circuits. SCE advises that after-hours work at this location will serve to relieve circuits that would otherwise overload during the weekday, which would potentially result in a greater number of customers without power. SCE advises that this nightwork is being requested to mitigate potential hazards and minimize customer impact.

The work being requested here is preventative in nature to protect persons and property from exposure to danger. To ensure the council and the public have an opportunity to address this issue, staff is requesting that the Council consider this request.

Staff also is requesting that Council direct staff to work with the Office of the City Attorney to review this code section and provide options for modification of this exception to allow for administrative review of requests for nighttime work for utilities and other agencies regarding similar urgent activities.

Public Works staff will coordinate the final construction dates regarding this request near Garfield Park with the SCE if approved by the City Council. In finalizing such construction dates, the Public Works Director will evaluate other events/activities in the area on the affected streets and work towards coordination of the date of the construction activity to minimize its impact on the community. SCE will inform the impacted residents of the nighttime construction work at least seven (7) days in advance, and staff will reach out to the community through its existing social media channels.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The fee for the encroachment permit will be paid by SCE.

Environmental Analysis

This project consists of operation, repair and maintenance of existing utility facilities, therefore, per 2021 California Environmental Quality Act (CEQA) Statute and Guidelines, Article 19, Section 15301, this project is exempt from further CEQA analysis.

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 public 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 –Traffic Control Plan



City of South Pasadena Community Services

Memo

Date: August 17, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Sheila Pautsch, Community Services Director

Re: August 18, 2021, City Council Meeting Item No. 11 Additional Document – Approval of Two Concept Designs for Berkshire and Grevelia Pocket Parks, Award of Contract to David Volz Design in a not-to-exceed amount of \$178,025 for Construction Document Services, Appropriate \$178,025 from the Park Impact Fees Revenue Account, and Approve the Addition of a Memorial Tree, Bench, and Plaque for Beatriz Solis at Berkshire Park

Attached is an additional document that provides a clear explanation of the hourly rate for David Volz Design and the estimated time frame for construction document completion and construction.

The following is a chart indicating the hourly pay rate for David Volz Design Team to complete the construction documents. The total of \$86,382 is a not-to-exceed amount.

	PR Principal	DD Director of Design	SLA Staff Landscape Architect	PP Project Professional	CT Cadd Tech	AD Admin	Total Hours	DVD Fee
	\$220	\$193	\$175	\$135	\$121	\$110		
Task 1	4	8	0	8	8	4	32	\$4,912
Task 2	8	16	20	20	40	2	106	\$16,108
Task 3	16	80	40	160	100	8	404	\$60,540
Task 4	2	4	4	2	20	2	34	\$4,822
							576	\$86,382

The time frame to completed the construction documents is approximately six (6) months, including plan checks and sign-offs.

The Request for Proposal and bid acceptance is about two to three months, followed by an approximate six-month construction time frame.

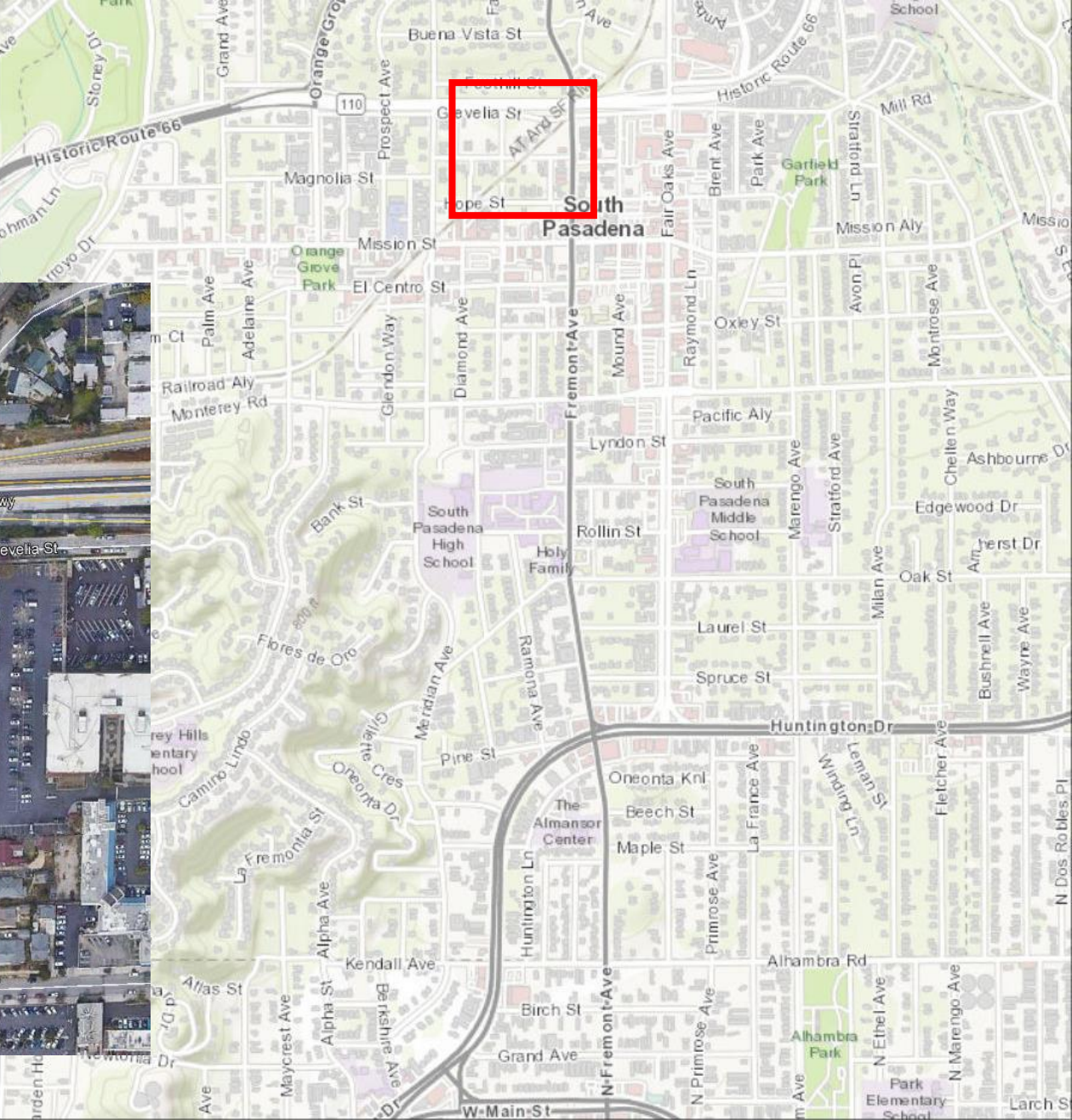
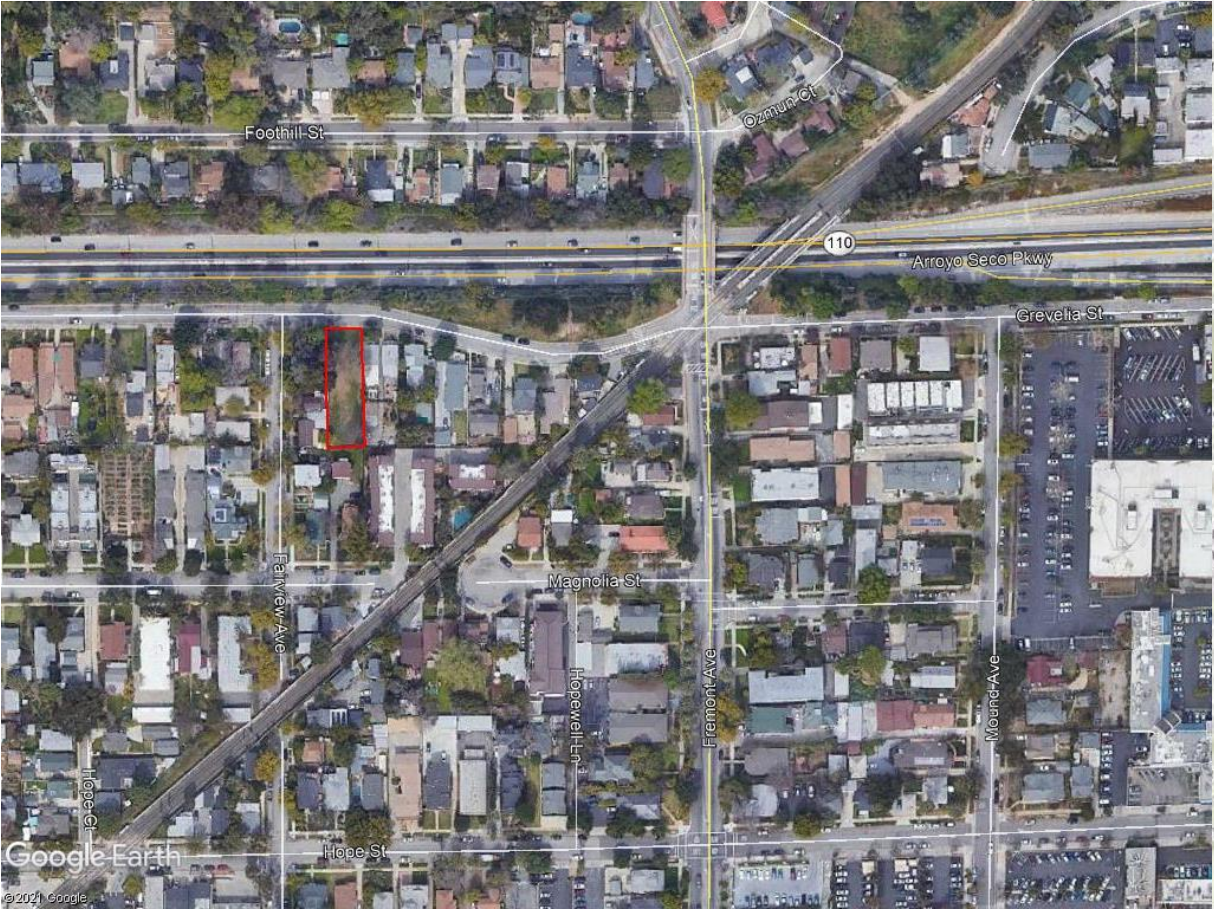
Attached is the PowerPoint for the presentation if council has questions from staff.

GREVELIA STREET & BERKSHIRE AVENUE POCKET PARKS



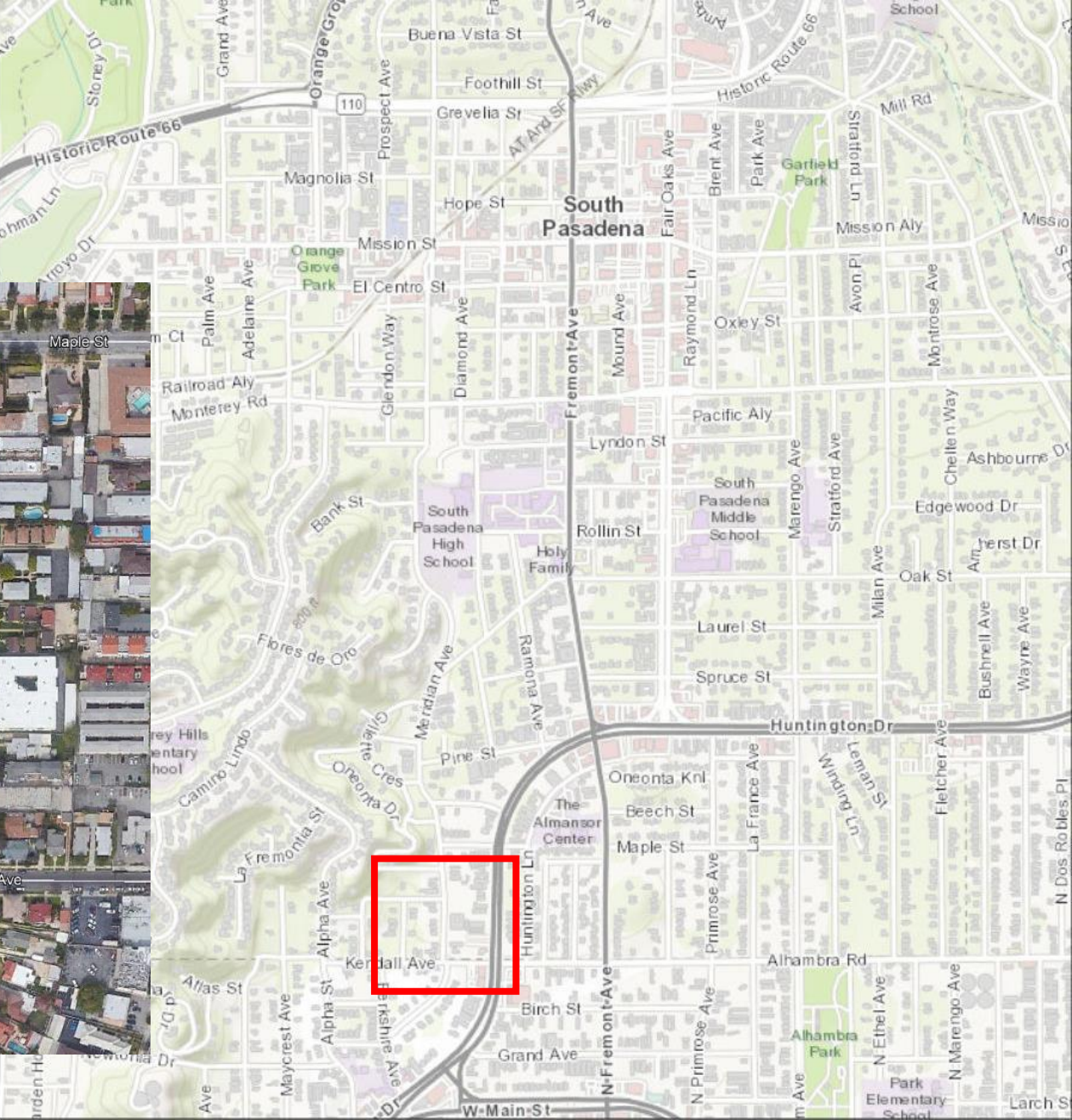
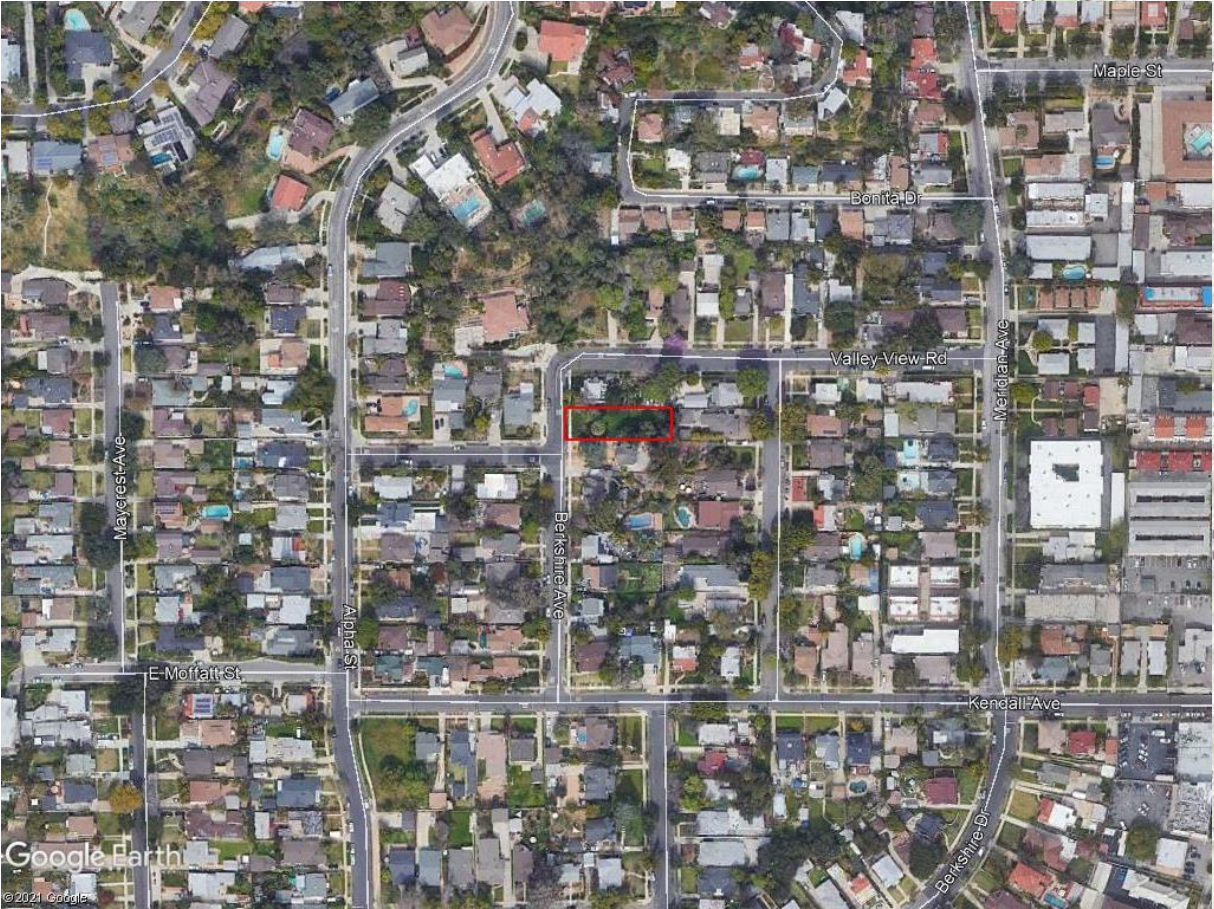
POCKET PARK LOCATIONS

GREVELIA POCKET PARK



POCKET PARK LOCATIONS

BERKSHIRE POCKET PARK



GREVELIA STREET & BERKSHIRE AVENUE PARKS

- The first community meeting were held in February 2018
- Attendees were given an opportunity to draw out their ideas and present them to the group
- Survey Cards were also used to gain further input
- These ideas and surveys were collected and became part of the first concept designs that were presented at the next community meetings.



Grevelia Street



Berkshire Avenue

GREVELIA STREET PARK



South Pasadena Parks & Recreation Commission
South Pasadena Pocket Park Survey : Grevelia Street

The Parks & Recreation Commission welcomes your community input. Please take a moment to fill out the survey below. Once completed, please turn in to designated City staff before meeting has concluded. Updates on results will be announced at a future Parks and Recreation Commission meeting. Thank you for your assistance with this project.

How often would you use the proposed Pocket Park?
 Never Occasionally Monthly Daily

Check all that apply
 How would you use the Pocket Park?
 Dog walking Children's play Walking/Exercise
 Other

Which of these amenities would you like to see in the Pocket
 Benches Game Area Play area Picnic/Tables
 Other (please describe in comment section)

Your comments:
It will be nice to have a small park and have it available for work kids nearby

Additional Information
 Are you a resident of South Pasadena? Yes No
 Your age:
 18 & under 19-25 26-35 36-45 46-55
 If you would like to be updated on this project, please provide your contact information below:
 Name: *CARA 2009 PUE*
 Email: *carad@comcast.net*
 Address optional

South Pasadena Parks & Recreation Commission
South Pasadena Pocket Park Survey : Grevelia Street

The Parks & Recreation Commission welcomes your community input. Please take a moment to fill out the survey below. Once completed, please turn in to designated City staff before meeting has concluded. Updates on results will be announced at a future Parks and Recreation Commission meeting. Thank you for your assistance with this project.

How often would you use the proposed Pocket Park?
 Never Occasionally Monthly Daily

Check all that apply
 How would you use the Pocket Park?
 Dog walking Children's play Walking/Exercise
 Other

Which of these amenities would you like to see in the Pocket
 Benches Game Area Play area Picnic/Tables
 Other (please describe in comment section)

Your comments:
picnic table under shade, open space for frisbee, catch, and play

Additional Information
 Are you a resident of South Pasadena? Yes No
 Your age:
 18 & under 19-25 26-35 36-45 46-55
 If you would like to be updated on this project, please provide your contact information below:
 Name: *Alex Swanson*
 Email: *alex.swanson@alumni.com*
 Address optional

South Pasadena Parks & Recreation Commission
South Pasadena Pocket Park Survey : Grevelia Street

The Parks & Recreation Commission welcomes your community input. Please take a moment to fill out the survey below. Once completed, please turn in to designated City staff before meeting has concluded. Updates on results will be announced at a future Parks and Recreation Commission meeting. Thank you for your assistance with this project.

How often would you use the proposed Pocket Park?
 Never Occasionally Monthly Daily

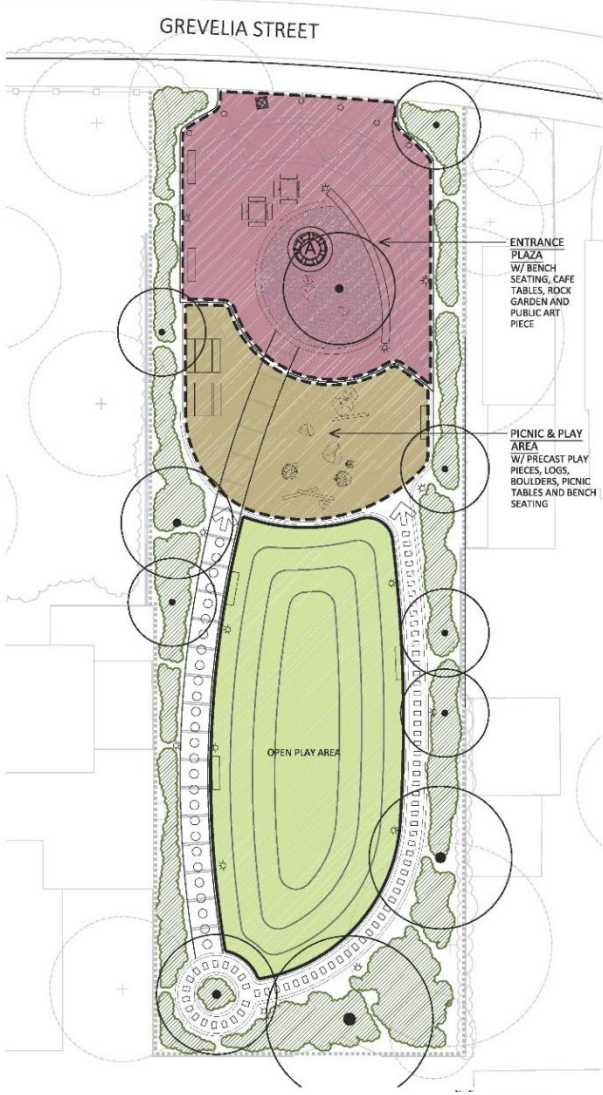
Check all that apply
 How would you use the Pocket Park?
 Dog walking Children's play Walking/Exercise
 Other

Which of these amenities would you like to see in the Pocket
 Benches Game Area Play area Picnic/Tables
 Other (please describe in comment section)

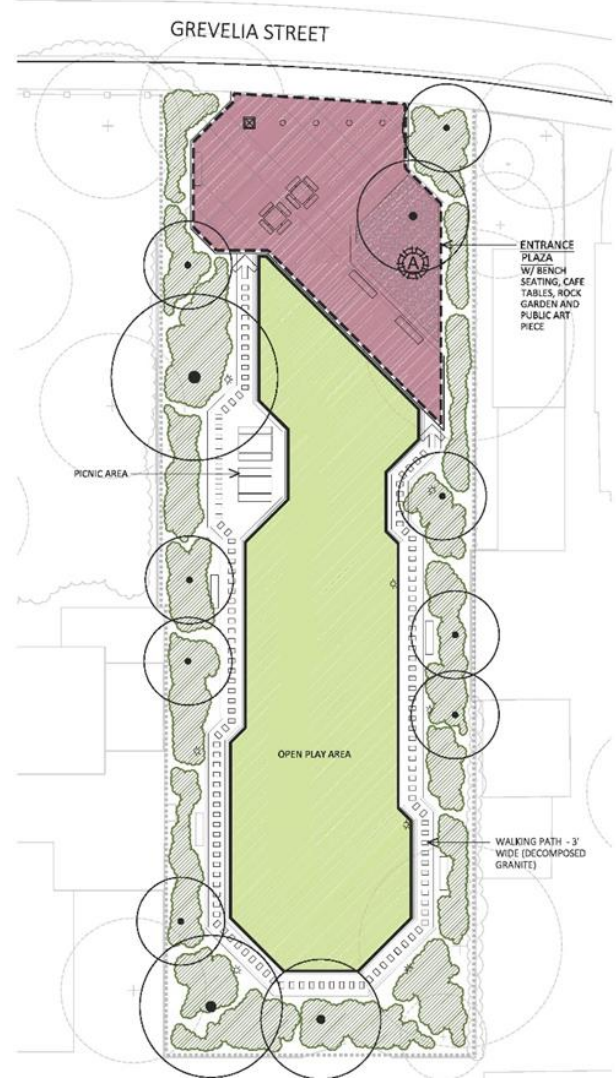
Your comments:
picnic space for Billy's team

Additional Information
 Are you a resident of South Pasadena? Yes No
 Your age:
 18 & under 19-25 26-35 36-45 46-55
 If you would like to be updated on this project, please provide your contact information below:
 Name: *Ashley Anderson*
 Email: *ashleyanderson@comcast.net*
 Address optional

GREVELIA STREET PARK – Preliminary Concepts (2018)



Concept A



Concept B

GREVELIA STREET PARK – Final Concept Plan (2018)

DESIGN INSPIRATION



PRECAST PLAY PIECES



OPEN PLAY AREA



CONCRETE PAVER PATHWAY



PARK MONUMENT SIGN



PUBLIC ART PIECE



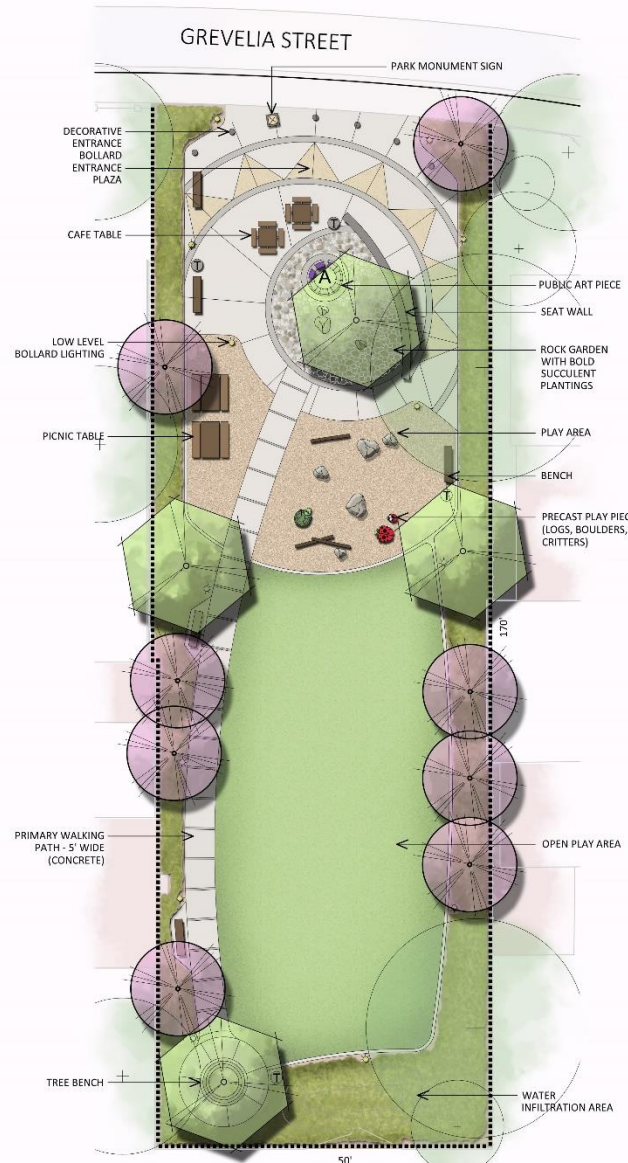
DRINKING FOUNTAIN



BOLLARD LIGHTING



ENTRANCE PLAZA



TREES



Arbutus Menziesii
STRAWBERRY TREE



Cornus canadensis Forest Pansy
FOREST PANSY REDBUD



Quercus agrifolia
COAST LIVE OAK



Quercus subler
CORK OAK

SHRUBS



Achillea Moonshine
MOONSHINE YARROW



Arctostaphylos adnundata Carmel Sur,
LITTLE SUR MANZANITA



Dodonaea viscosa Purple
PURPLE HOPSEED BUSH



Mahoebergia rigens
DEER GRASS



Salvia mellifera
BLACK SAGE



Teucrium x luteiflorum Praterlumi,
WALL GERMANDER

GREVELIA STREET PARK – Concept (2021)

DESIGN INSPIRATION



PRECAST PLAY PIECES



OPEN PLAY AREA



CONCRETE PAVER PATHWAY



PARK MONUMENT SIGN



PUBLIC ART PIECE



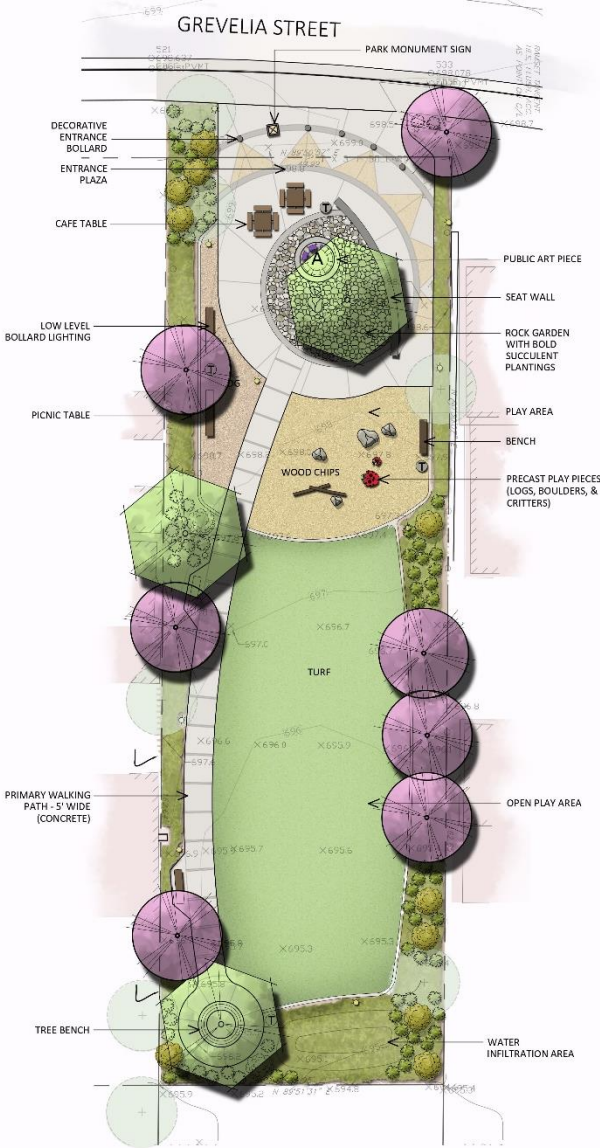
DRINKING FOUNTAIN



BOLLARD LIGHTING



ENTRANCE PLAZA



TREES



Malus 'Munich' STRAWBERRY TREE



Cercis canadensis 'Forest Fantasy' FOREST FANTASY REDBUD



Quercus agrifolia COAST LIVE OAK



Quercus suber CORK OAK

SHRUBS



Achillea 'Moonshine' MOONSHINE YARROW



Arctostaphylos uva-ursi 'Carmel Sun' LITTLE SUR MANZANITA



Dioscorea villosa 'Purplea' PURPLE HOPSSEED BUSH



Muhlenbergia rigens DEER GRASS



Salvia mellifera BLACK SAGE



Trachymenon x lundbyi 'Prostratum' WALL GERMANDER

BERKSHIRE AVENUE PARK



South Pasadena Parks & Recreation Commission
South Pasadena Pocket Park Survey : Berkshire Ave

The Parks & Recreation Commission welcomes your community input . Please take a moment to fill out the survey below. Once completed, please turn in to designated City staff before meeting has concluded. Updates on results will be announced at a future Parks and Recreation Commission meeting. Thank you for your assistance with this project.

How often would you use the proposed Pocket Park?
 Never Occasionally Monthly Daily

Check all that apply:
 How would you use the Pocket Park?
 Dog walking Children's play Walking/Exercise
 Other:

Which of these amenities would you like to see in the Pocket?
 Benches Lower fire Play area Plants/Trees
 Other (please describe in comment section)

Your comments: *Benches in the shade, play structure and swings for kids, spray floor for kids safety, fully enclosed with gated entrance.*

Additional Information
 Are you a resident of South Pasadena?
 Yes No
 Your age:
 18 & under 19-25 26-35 36-55 56+
 If you would like to be updated on this project, please provide your contact information below:
 Name: _____
 Email: _____
 Address (optional): _____

South Pasadena Parks & Recreation Commission
South Pasadena Pocket Park Survey : Berkshire Ave

The Parks & Recreation Commission welcomes your community input . Please take a moment to fill out the survey below. Once completed, please turn in to designated City staff before meeting has concluded. Updates on results will be announced at a future Parks and Recreation Commission meeting. Thank you for your assistance with this project.

How often would you use the proposed Pocket Park?
 Never Occasionally Monthly Daily

Check all that apply:
 How would you use the Pocket Park?
 Dog walking Children's play Walking/Exercise
 Other: *B-B-P-P*

Which of these amenities would you like to see in the Pocket?
 Benches Lower fire Play area Plants/Trees
 Other (please describe in comment section)

Your comments: *Exercise equipment - B-B-P-P - Here Pocket Park*

Additional Information
 Are you a resident of South Pasadena?
 Yes No
 Your age:
 18 & under 19-25 26-35 36-55 56+
 If you would like to be updated on this project, please provide your contact information below:
 Name: *Richard Flores*
 Email: *richardflores24@gmail.com*
 Address (optional): *2577 Berkshire Ave Pasadena 91107*

South Pasadena Parks & Recreation Commission
South Pasadena Pocket Park Survey : Berkshire Ave

The Parks & Recreation Commission welcomes your community input . Please take a moment to fill out the survey below. Once completed, please turn in to designated City staff before meeting has concluded. Updates on results will be announced at a future Parks and Recreation Commission meeting. Thank you for your assistance with this project.

How often would you use the proposed Pocket Park?
 Never Occasionally Monthly Daily

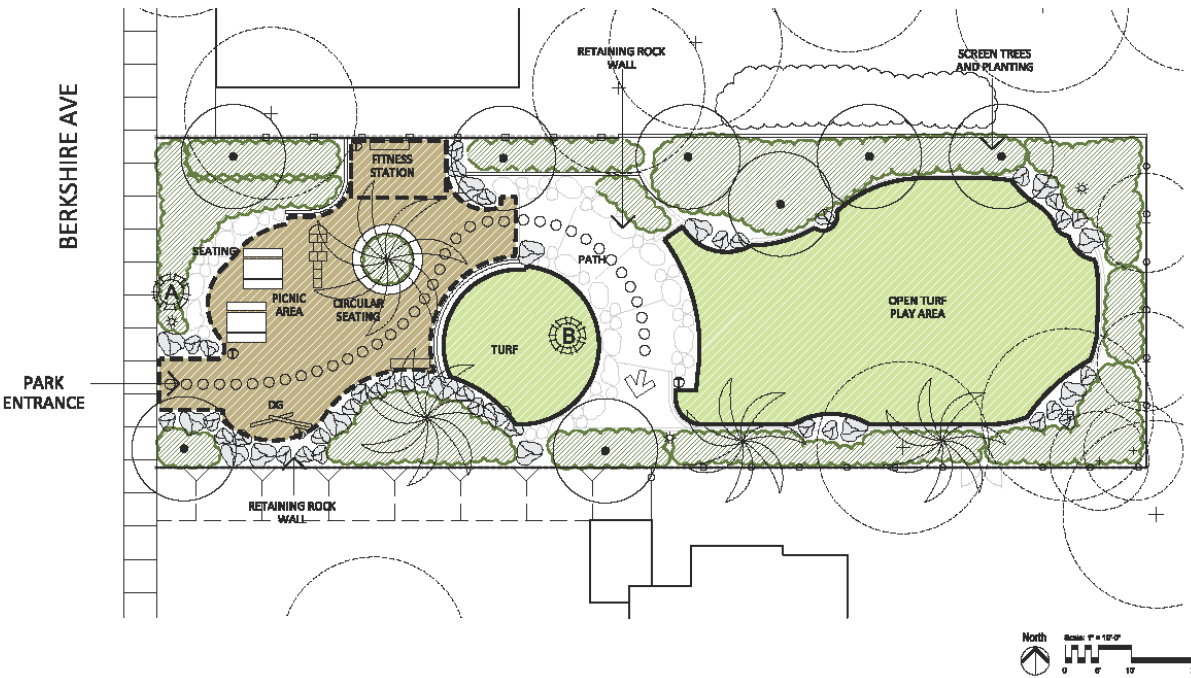
Check all that apply:
 How would you use the Pocket Park?
 Dog walking Children's play Walking/Exercise
 Other:

Which of these amenities would you like to see in the Pocket?
 Benches Lower fire Play area Plants/Trees
 Other (please describe in comment section)

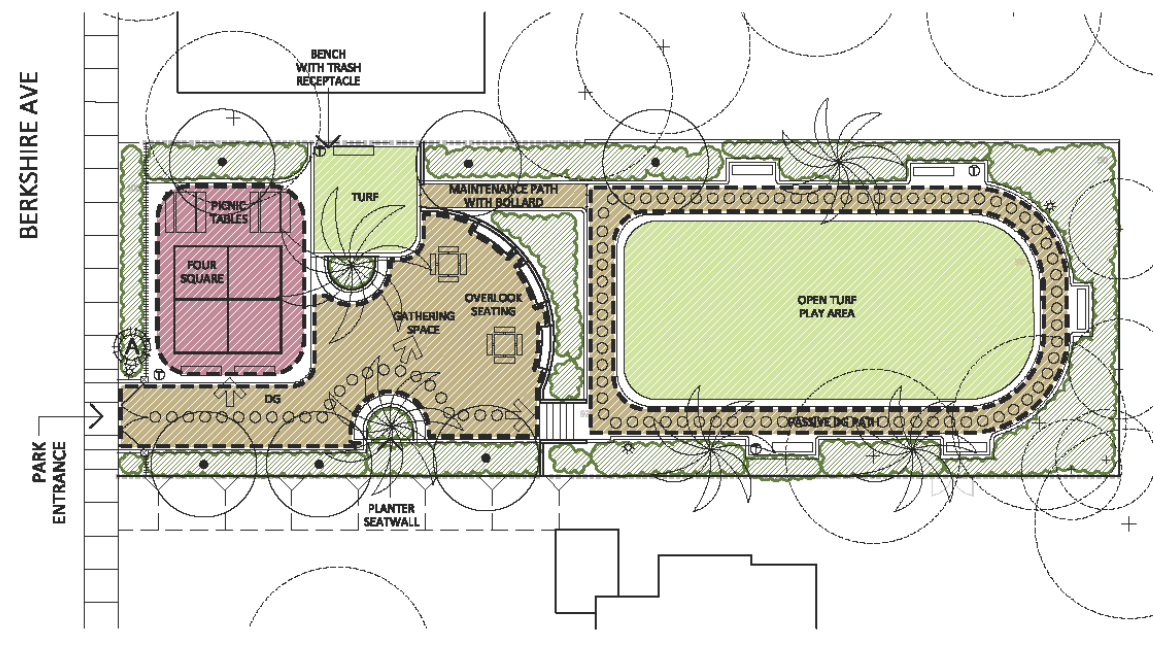
Your comments: *I would prefer no sand pits (unless openings) set under low railings on over right (110)*

Additional Information
 Are you a resident of South Pasadena?
 Yes No
 Your age:
 18 & under 19-25 26-35 36-55 56+
 If you would like to be updated on this project, please provide your contact information below:
 Name: *Peter Halpin*
 Email: *pete33081@gmail.com*
 Address (optional): _____

BERKSHIRE AVENUE PARK – Preliminary Concepts(2018)

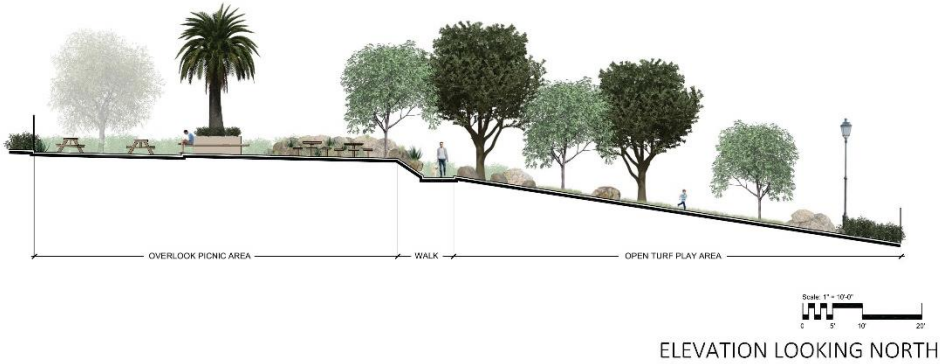
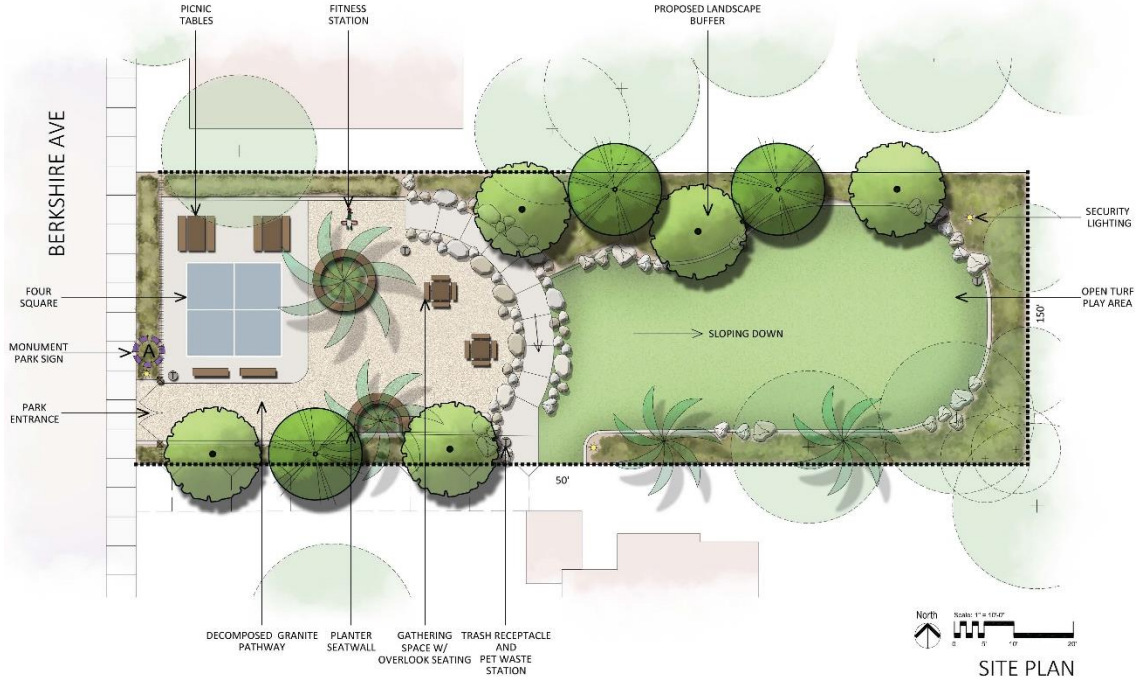


Concept A



Concept B

BERKSHIRE AVENUE PARK – Final Concept Plan (2018)



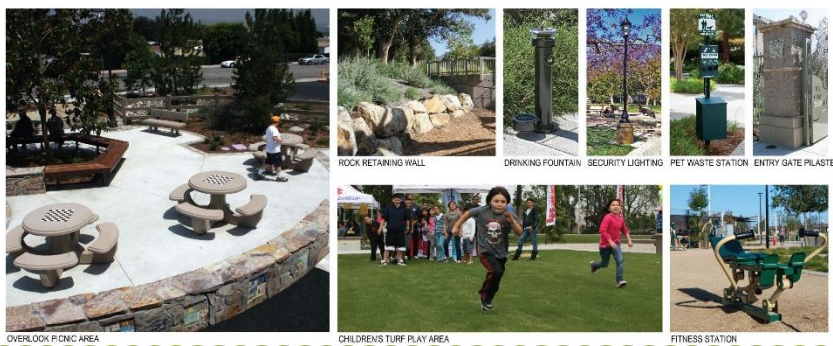
TREES



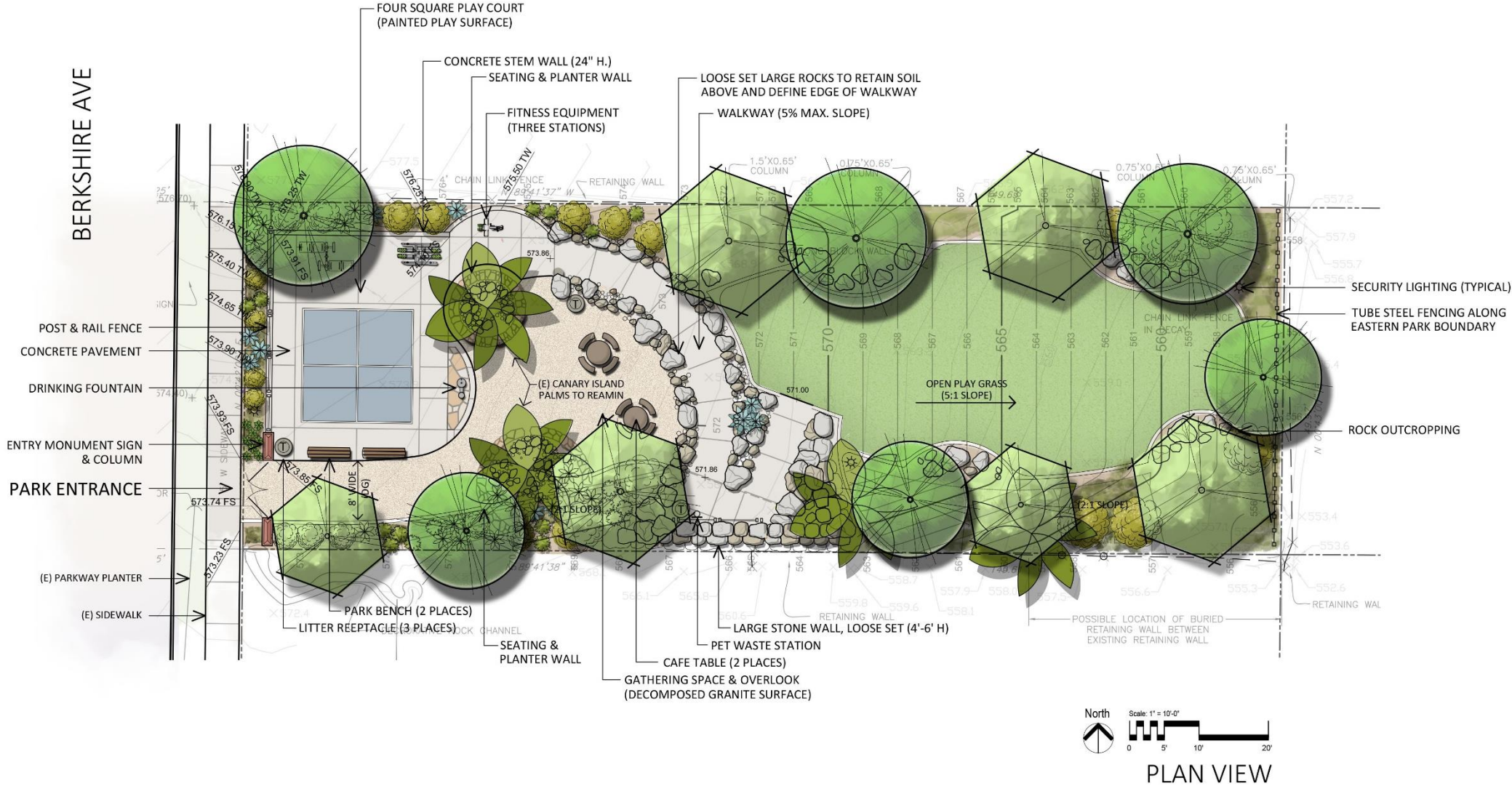
SHRUBS



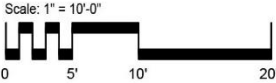
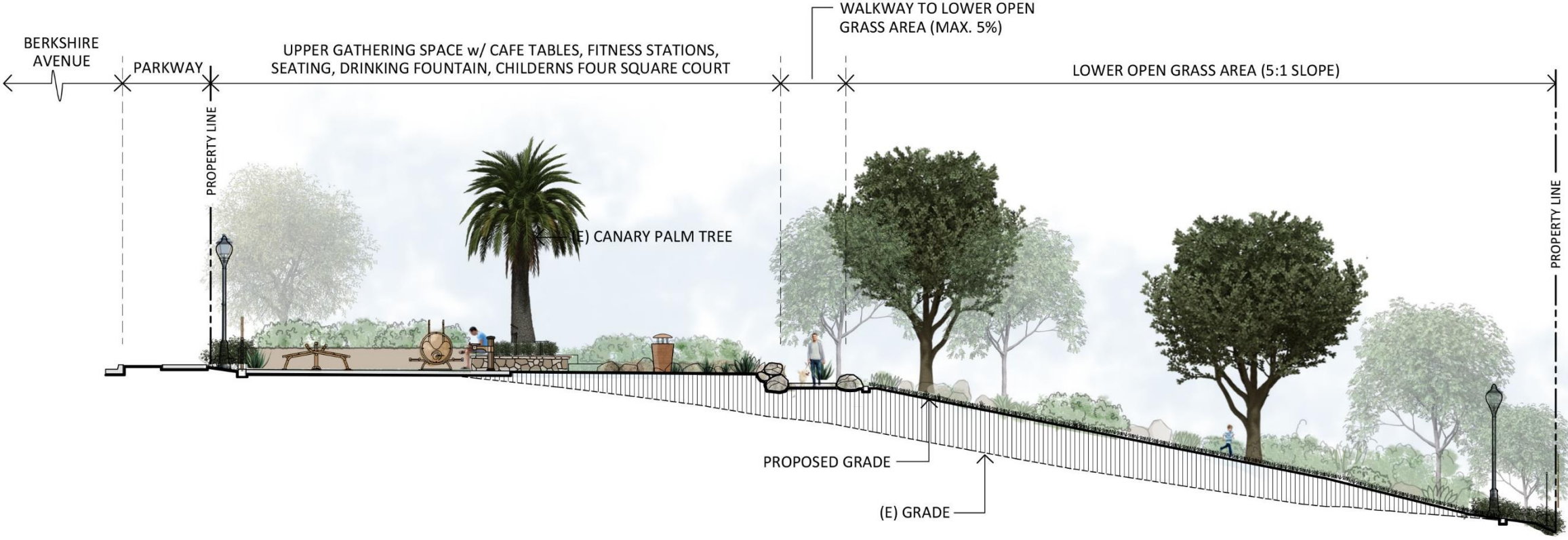
DESIGN INSPIRATION



BERKSHIRE AVENUE PARK – Concept (2021)

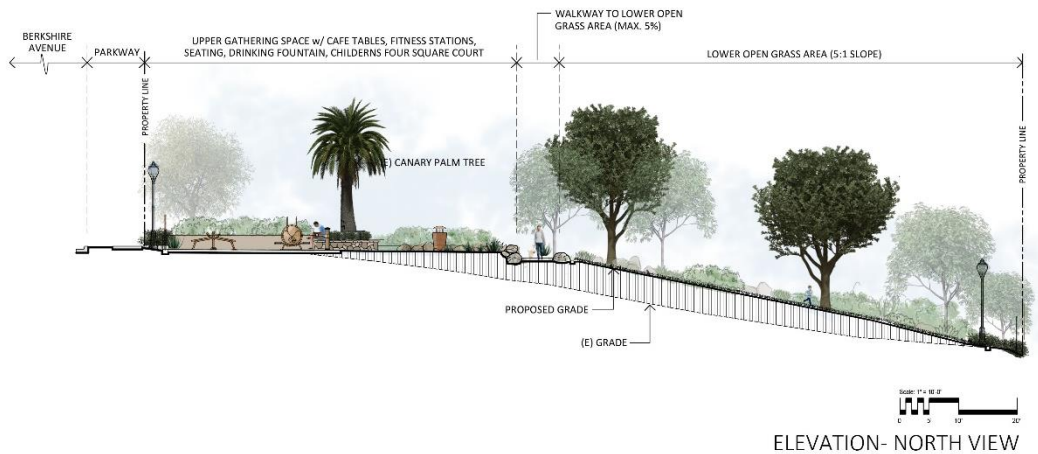
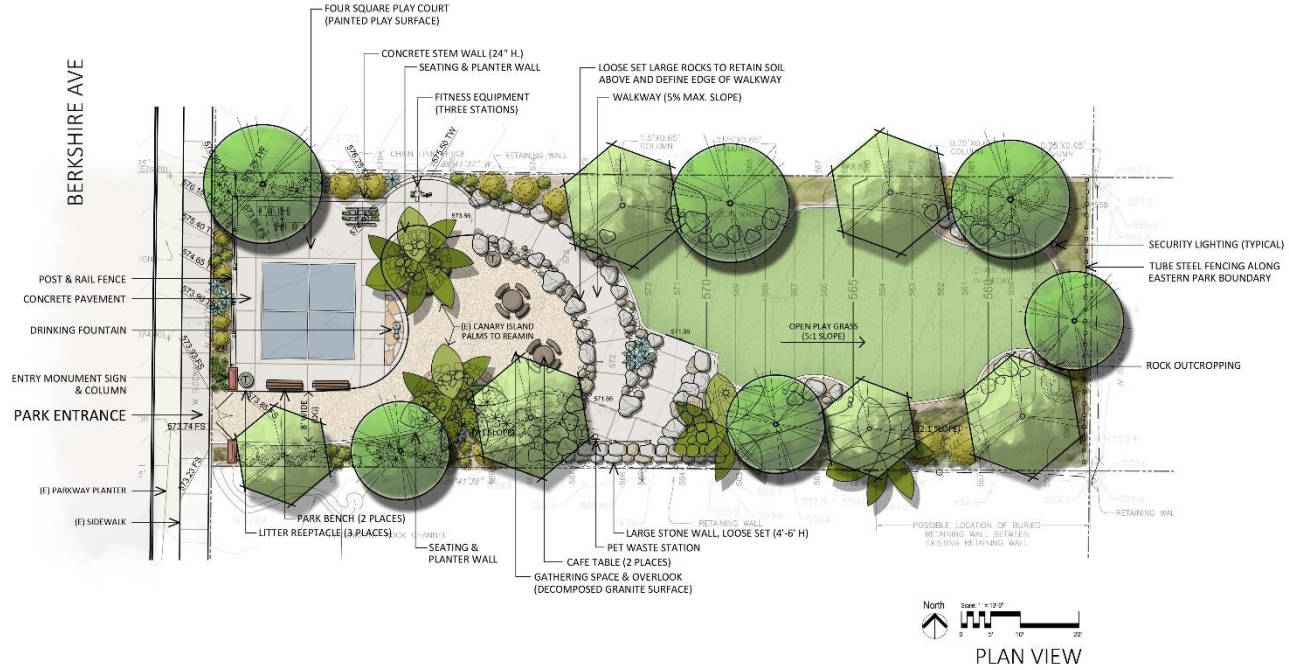


BERKSHIRE AVENUE PARK – Concept (2021)

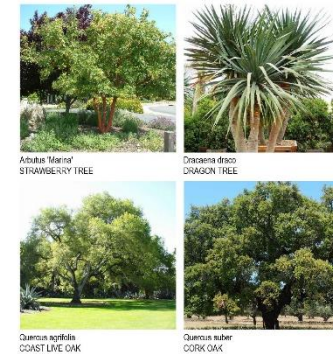


ELEVATION- NORTH VIEW

BERKSHIRE AVENUE PARK – Concept (2021)



TREES



SHRUBS



DESIGN INSPIRATION





**City of South Pasadena
Planning and Community
Development Department**

Memo

Date: August 16, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Margaret Lin, Acting Planning and Community Development Director

Re: August 18, 2021, City Council Meeting Item No. 13 Additional Document – Authorize the City Manager to Execute the First Contract Amendment with Right of Way, Inc. to Extend the Contract Term to August 19, 2022 and Increase the Total Not to Exceed Amount to \$75,000

Attached is an additional document which provides a revised Attachment 2: First Amendment - ROW, Inc. that provides the following clarifying language and updates the unit cost for the Crane and rigging fee:

“Up to an additional 12 months of Traffic control services for the Al Fresco Dining and Retail Pilot Program, including management plans, installation, and removal of the necessary traffic control management devices on a month-to-month basis, on a unit cost basis. The below table of unit costs will replace the table that was included in the original contract.”

<u>Item</u>	<u>Unit Cost</u>
20ft K-rail (first month)	\$85.00
20ft K-rail (each additional month)	\$44.50
10ft K-rail (first month)	\$62.00
10ft K-rail (each additional month)	\$25.00
5ft K-rail (first month)	\$62.00
5ft K-rail (each additional month)	\$25.00
Crane and rigging fee (based on 8 hours)	2,300.00 \$2,472.00
Crane and rigging fee over time (based on 4 hours)	\$1,820.23
Freight and trucking fee	\$805.00
Traffic control, install and removal (based on 8 hours)	\$1,800.00
Traffic control, install and removal over time (based on 4 hours)	\$450.00

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 18th day of August, 2021 by and between the CITY OF SOUTH PASADENA (“City”) and Right of Way, Inc. (“Consultant”).

RECITALS

WHEREAS, on August 19, 2020, the City Council approved an on-call contract with Right of Way, Inc., to provide concrete barriers for parking closures as part of the Al Fresco Dining and Retail Pilot Program on an as-needed basis; and

WHEREAS, the Term of the Agreement is through August 19, 2021, with the option to extend upon written agreement of the parties; and

WHEREAS, the Consultant has deployed barriers in conformity with the Agreement and the City desires to continue use of those barriers; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the Maximum Amount of the Agreement, as amended, unless the City has given specific advance approval in writing; and

WHEREAS, the City and Consultant desire to extend the contract term by 12 months.

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

1. PARAGRAPH 3.1 “Scope of Services” is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
2. PARAGRAPH 3.5 “Maximum Amount” is amended to read as follows: The highest total compensation and costs payable to Consultant by the City under this Agreement. The Maximum Amount under this Agreement is Seventy-Five Thousand (\$75,000), which is comprised of Fifty Thousand (\$50,000) for the original Scope of Services; and Twenty-Five Thousand (\$25,000) to extend the contract term.
3. PARAGRAPH 3.7 “Termination Date” is amended to read: August 19, 2022, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.
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”
Right of Way, Inc.

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Lucie Columbo, CMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit 1
Scope of Services

Up to an additional 12 months of traffic control services for the Al Fresco Dining and Retail Pilot Program, including management plans, installation, and removal of the necessary traffic control management devices on a month-to-month basis, on a unit cost basis. The below table of unit costs will replace the table that was included in the original contract.

<u>Item</u>	<u>Unit Cost</u>
20ft K-rail (first month)	\$85.00
20ft K-rail (each additional month)	\$44.50
10ft K-rail (first month)	\$62.00
10ft K-rail (each additional month)	\$25.00
5ft K-rail (first month)	\$62.00
5ft K-rail (each additional month)	\$25.00
Crane and rigging fee (based on 8 hours)	\$2,472.00
Crane and rigging fee over time (based on 4 hours)	\$1,820.23
Freight and trucking fee	\$805.00
Traffic control, install and removal (based on 8 hours)	\$1,800.00
Traffic control, install and removal over time (based on 4 hours)	\$450.00



City of South Pasadena Public Works Department

Memo

Date: August 17, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Shahid Abbas, Director of Public Works
August 18, 2021 City Council Meeting Item No. 14 Additional Document –

Re: Award of Professional Services Agreement to KOA Corporation for Engineering Design Services for the North-South Corridor Intelligent Transportation System Deployment Project No. 2020-02, Federal Project No. RABA01-5071(024) for a Not-to-Exceed Amount of \$867,331; Reallocation of Project Costs

Attached is an additional document, which includes a statement on California Environmental Quality Act (CEQA) exemption. This project is design only, where no physical facilities or improvements are constructed, therefore, per 2021 California CEQA Statue and Guidelines, Article 19, Section 15306, this activity is exempt from further CEQA analysis.

DATE: August 18, 2021

FROM: Arminé Chaparyan, City Manager

PREPARED BY: Shahid Abbas, Public Works Director
Ghassan Shelleh, Deputy Director of Public Works
Tatevik Barakazyan, Civil Engineering Assistant

SUBJECT: **Award of Professional Services Agreement to KOA Corporation for Engineering Design Services for the North-South Corridor Intelligent Transportation System Deployment Project No. 2020-02, Federal Project No. RABA01-5071(024) for a Not-to-Exceed Amount of \$867,331; Reallocation of Project Costs**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute a professional services agreement and any amendments with KOA Corporation for Professional Engineering Services for the North-South Corridor Intelligent Transportation System (ITS) Deployment Project No. 2020-02, Federal Project No. RABA01-5071(024) (Project) in an amount not-to-exceed \$788,483 with a design contingency of ten percent in the amount of \$78,848 for a total amount of \$867,331; and
2. Appropriate \$450,000 from Capital Growth fund reserves to the Fair Oaks ITS Project Account No. 255-9000-9278-9278-001; and
3. Appropriate \$9,343,563 of Rogan Grant funds to the Fair Oaks ITS Project Account No. 214-9000-9278-9278-001; and
4. Undesignate \$1,410,000 from General Fund Designated Reserve for the Fair Oaks ITS Project Account (SR110 Interchange Rogan Fund Match), and transfer \$1,410,000 to the City's Street Improvement Fund number 104; and
5. Appropriate \$1,410,000 to the Fair Oaks ITS Project account 104-9000-9278-9278-001.

Commission Review

The Project was previously discussed at the Mobility and Transportation Infrastructure Commission, and the commission concurred with the project scope.

Background

On August 12, 2004, the City of South Pasadena received \$9.3 million Federal Highway Administration (FHWA) Rogan Funds (Bill No. HR 5394) for the construction of SR-110 hook ramp. The project was not implemented as a result of right-of-way constraints and lack of technical study and data. In November 2019, FHWA and Caltrans informed staff of Rogan funds

lapsing at the end of 2019, unless the construction of the project proceeded immediately. In an effort to save the funds from lapsing, the staff, in coordination with FHWA, revised the scope of the project to reduce vehicle congestion and improve traffic flow and safety along Fair Oaks Avenue between Huntington Drive and Columbia Street. Improved traffic flow will result in reduced cut through traffic at side streets, especially on Fremont Avenue. Proceeding with this action, the funds would not lapse until 2026.

Fair Oaks Avenue, the City's major north and south arterial corridor, is surrounded by commercial land uses and serves as a truck route with average daily traffic (ADT) of about 33,000 vehicles. Fair Oaks Avenue is a regionally significant corridor as it is a direct link between Interstate 10 and 210. Fair Oaks Avenue also has high pedestrian and bike traffic due to its direct access to downtown South Pasadena, a middle school, and the central business district, making it an essential thoroughfare for South Pasadena residents and surrounding communities. During commuting hours, the traffic congestion along Fair Oaks Avenue can get to the point where many commuters have to take side streets, causing traffic problems and safety concerns for residential streets, especially Fremont Avenue. Fair Oaks Avenue is also a corridor with a high collision rate in the City.

The revised project includes the following major components:

- Upgrade all the traffic signals to deploy Advanced Adaptive Traffic Management System (AATMS) along Fair Oaks Avenue from Columbia Street to Huntington Drive.
- Upgrade the traffic signals to include travel time and delay monitoring system, queue detection system, infrared bike, pedestrian and vehicle detections, adaptive pedestrian crossing system, emergency vehicle detection, and transportation system priority.
- Upgrade the traffic signal coordination timing for morning, midday, evening and weekend peak hour traffic.
- Install Changeable Message Signs (CMS) for relaying real-time travel information and alternative route directions to the motorists.
- Upgrade the traffic signals to include new ornamental poles and mast arms, new signal heads, illuminated LED street name signs, and new upgraded cabinets/controllers.
- Upgrade the pedestrian push buttons to the Interactive Adaptive Accessible Pedestrian Signal (APS) system.
- Reconstruct curb ramps and crosswalks to satisfy ADA compliance requirements and increase pedestrian safety at the intersections.

Discussion/Analysis

Staff sought proposals from qualified design consultants to create the design and environmental documents for the project. On March 11, 2021, the City received the following six proposals for environmental and design services for the North-South Corridor Intelligent Transportation System Deployment project:

1. Advantec Consulting Engineers
2. Iteris, Inc.

3. Kimley-Horn Associates Inc.
4. KOA Corporation
5. Parsons
6. Ross & Baruzzini Inc.

Staff followed the Consultant Selection process in accordance to Federally funded project procedures. Government Code Section 4526 states that professional services contracts are to be awarded based on qualifications rather than on 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 project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

A committee consisting of Public Works staff reviewed and ranked all of the proposals. Proposals were ranked on the consultant's understanding of the scope of work, previous experience with similar projects, staff's qualifications and technical ability, the listed project approach, consultant's ability to complete the design within the given timeline, and the consultant's familiarity with State & Federal procedures. After reviewing the proposals and interviewing the selected consultants, KOA Corporation was ranked as the best qualified firm to perform the services, based on a combination of experience, scope of services and Project understanding.

KOA Corporation is an engineering firm based in Orange, California, specializing in providing transportation planning, roadway design, ITS and traffic engineering services to municipal agencies. KOA Corporation has assisted Cities of Inglewood, Azusa, Beverly Hills, Long Beach, and Claremont on ITS related projects. Additionally, KOA has previously assisted the City of South Pasadena with the design of traffic signals, roadways and ITS. KOA recently completed the design of the Fair Oaks fiber optics project, which will serve as the backbone for the deployment of this ITS project.

Staff has checked KOA Corporation's references and has found them to be satisfactory. The fee proposed by the consultant is reasonable with respect to the proposed scope of services. Staff recommendation is to award this contract to KOA Corporation.

Staff is requesting that the total estimated project costs be budgeted at this time. A contract with KOA for environmental and design services for the entire project is being requested to be entered into. The environmental and design services for the North-South Corridor Intelligent Transportation System Deployment project will be completed to allow the project construction contract to be bid. Once the construction portion of the project is bid, staff will return to request the award of the construction contract.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The total project cost is estimated at \$11,203,563 from the following funding sources:

- \$450,000 from the Capital Growth Fund
- \$9,343,563 from the Rogan Grant Funds
- \$1,410,000 from the Designated General Fund Reserve for the SR110 Interchange Project Matching funds

In order to allocate funding for the total estimated project costs, the Council is being asked to take the following actions:

1. Appropriate \$450,000 from the Capital Growth Fund to the Fair Oaks ITS Project Account No. 255-9000-9278-9278-001 (In FY2022, \$99,482.90 is estimated to be expended from the Capital Growth Fund. The remaining funds will be carried over in subsequent years and expended until the project is completed.)
2. Appropriate \$9,343,563 in Rogan Funds to the Fair Oaks ITS Project Account No. 214-9000-9278-9278-001. (In FY2022, only \$767,848.40 will be expended from the Rogan Fund. The remaining funds will be carried over in subsequent years and expended until the project is completed.) The Rogan Funds will be placed into the Revenue Account No. 214-0000-0000-5071-003.
3. Undesignate \$1,410,000 from General Fund Designated Reserves from the Fair Oaks ITS Project Account (SR 110 Interchange Rogan Fund Match) and transfer \$1,410,000 to the City's Street Improvement Fund number 104.
4. Appropriate \$1,410,000 in Street Improvement Funds (104 Fund) to the Fair Oaks ITS Project Account 104-9000-9278-9278-001.

Environmental Analysis

This Project is design only, where no physical facilities or improvements are constructed, therefore, per 2021 California Environmental Quality Act (CEQA) Statue and Guidelines, Article 19, Section 15306, this activity is exempt from further CEQA analysis.

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 public noticed agenda, posting of the same agenda and reports on the City's website.

Attachment - Agreement



**City of South Pasadena
Public Works Department**

Memo

Date: August 18, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Shahid Abbas, Director of Public Works

Re: August 18, 2021 City Council Meeting Item No. 14 Additional Document – Award of Professional Services Agreement to KOA Corporation for Engineering Design Services for the North-South Corridor Intelligent Transportation System Deployment Project No. 2020-02, Federal Project No. RABA01-5071(024) for a Not-to-Exceed Amount of \$867,331; Reallocation of Project Costs

Attached is an additional document, which includes the revised language for scope of services, listed in the professional services agreement.

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS**

(City of South Pasadena / KOA Corporation)

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: engineering design services for the North-South Corridor Intelligent Transportation System (ITS) Deployment Project, Project No. 2020-02, Federal Project No. RABA01-5071(024) (the project).
- 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. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “Scope of Services”: Such professional services as are set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.

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- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Ghassan Shelleh, Deputy Director of Public Works. 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
- 3.4. “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. Compensation as a Maximum Amount contract is based on total contract cost for tasks contracted for.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Seven Hundred Eighty-Eight Thousand Four Hundred Eighty-Three Dollars (\$788,483).
- 3.6. “Commencement Date”: August 18, 2021.
- 3.7. “Termination Date”: Upon completion of the Scope of Services.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire when Consultant has adequately completed their Scope of Services unless extended by written agreement of the parties or terminated earlier under Section 16 (“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 highest 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. Min Zhou, President/CEO, 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.

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 (tasks performed) 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 or 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 including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected

Professional Services Agreement – Design Professionals

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

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 officials, officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant’s indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant’s proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 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. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party,

then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 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.
- 11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

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: Engineering Design Services for the North-South Corridor Intelligent Transportation System (ITS) Deployment Project, Project No. 2020-02, Federal Project No. RABA01-5071(024).
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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

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, 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, 1414 Mission Street, South Pasadena, CA 91030.
- 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

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

If to Consultant

Min Zhou
KOA Corporation
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
Telephone: (323) 260-4703

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

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

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

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

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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

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

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

“City”
City of South Pasadena

“Consultant”
KOA Corporation

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Lucie Colombo, CMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit A

Scope of Services

TASK 1: BACKGROUND RESEARCH/FIELDREVIEW/DATA COLLECTION

The consultant shall lead a data collection effort to gather readily available information that will be required to successfully complete the project tasks for the project. After the project kick-off, the consultant shall conduct a full-fledged field review of all the signalized intersections within the project limits. The consultant will gather the sufficient information sufficient to perform the Scope of Services, including but not limited to the following information:

- Existing timing sheets, including coordination plans
- As-built drawings (existing conditions)
- Aerial photos and maps
- All planned or programmed roadway improvements
- Intersection and roadway geometrics (e.g., number and width of thru and turn lanes, length of turn lanes, curb return radii, access ramps, medians, sidewalks, etc.)
- Signal timing and priority parameters including pedestrian and bicycle timing, leading and lagging left-turn phasing, conditional servicing as well as the timing optimization
- Identification of critical intersections with known heavy pedestrian and/or bicycle traffic
- AM/MD/PM and Weekend daily and turning movement count data
- Speed Limits
- Major source/sink points along the corridor for volume balancing and model calibration
- General signal system – Signal cabinet, conduits, controller/program software, time source units, EVP, BBS/UPS, load flashers, etc.
- Vehicle Detection - Detector racks, terminal blocks, conditions of loops, detector cards. Single/ multi camera video detection and applicable communication modules
- ITS System - CCTV's, video encoders/decoders, Bluetooth performance modules, TPMS etc.
- Communication - SIC Type, routers, switches, fiber patch panels/fiber distribution units, jumper cables, etc.
- Signal poles, mast arms, luminaires - Review for viable mounting of proposed system item
- Potential pothole locations for all the new decorative and other poles required for the project

Historic traffic counts shall be collected from past studies, including those conducted by the consultant. Where no historic data is available, new counts shall be conducted. All counts shall be adjusted to reflect the expected post-pandemic conditions. Traffic counts shall be used for establishing intersection phase splits and governing cycle lengths needed at project locations to be used for the coordinated time of day (TOD) plans. Additionally, they shall also provide information for peak period travel patterns, peak hour factors, directional flow, bike and pedestrian demands, and determination of start/stop times of each coordinated TOD plans.

For each intersection, the consultant shall provide detailed signal system conditions with photos and field inventory forms shown below. The inventory sheets will be reviewed with City staff in advance of any field work being performed to ensure a mutual agreement/concurrence of the data that will be collected. This approach will help reduce the need to return to the field to collect additional data. The gathered data for the existing signal system review shall be summarized within a corresponding technical memorandum.

Task 1 Deliverables

- Detailed field reconnaissance exhibits
- Existing traffic signal inventory (roadway/intersections)
- Timing audit and calculations

The consultant shall also perform the timing audit. The goal of the timing audit is to ensure that the timing used at these intersections are up to the latest standards per the California Manual on Uniform Traffic Control devices (CA MUTCD). “Phase” timing conformance with CA MUTCD for pedestrian clearance (Walk + Flash Don’t Walk), Yellow time, Red time, and bike minimum green for each intersection are based equations with the primary controlling criteria of distance and speed. The distance used for each assessment will be the crossing/clearance measurements for vehicles, bicycles, and pedestrians obtained from the Filed Review’s and As- Built Plan preparation. The critical controlling element for this audit will be the determination of design vehiclespeed and other factors utilized in the “phase” timings calculations. Once the determination of the appropriatevehicle approach speed has been identified, the consultant will provide calculations for each intersection’s “Phase” timings per the CA MUTCD guidelines and standards for use in the project.

These calculations shall be provided by consultant in an excel spread sheet along with determination findings summarized in a brief technical memo with appendices data signed and stamped by a licensed California Traffic Engineer. Once approved by the City, these phase timings shall be implemented in the revised controller timing sheets for each project intersection.

TASK 2: PROJECT MANAGEMENT SERVICES

The consultant shall recognize the importance of providing a structured and reliable project management approach that is intuitive, easy to understand, and embraced by the City and partner agencies. The consultant shall understand that consistency of project workflow is important to City staff and the key to implementing this program successfully.

The consultant shall serve as the primary contact for the City and other stakeholders, ensuring the appropriate resources and tools are available to successfully deliver the project to the City and stakeholders. The consultant shall serve as the quality control manager and shall be responsible for conducting an independent review of all deliverables and design plans presented to the City and partner agencies. The consultant shall establish a methodology which will be used to deliver the project on-budget, on-time, high-quality product to the City.

The consultant shall prepare and maintain a project schedule in MS Project, noting timelines for task completion, dates for milestones and/or deliverables, and task dependencies. A draft schedule shall be prepared for review during the kick-off meeting. Following concurrence on the schedule, a finalized baseline schedule should be provided to the City.

The consultant shall schedule and conduct a project kick-off meeting within two weeks of the NTP to discuss project details (review conceptual layouts for design and key issues mentioned herein), establish goals, review the project schedule, and coordinate efforts. A meeting notice, agenda, and meeting minutes noting action items shall be prepared for the kick-off meeting.

TASK 2.1: MEETINGS/OUTREACH

The consultant shall provision for up to twenty-six meetings which would cover public outreach,

presentation to the City Council and Mobility and Transportation Infrastructure Committee, Project scoping, design alternatives, design progress status, and pre-bid. The consultant shall save one public meeting in which the awarded contractor will be invited and answer any questions and concerns the community might have.

The consultant shall prepare all necessary materials for the meetings including but not limited to Agenda, Handouts, Exhibit boards, Electronic presentation, comment cards, and Minutes. The consultant shall also arrange for light refreshments as requested. The consultant shall submit to the City in writing responses to all the concerns as a result of the meetings.

The consultant shall visit the Farmer's Market displaying project information on boards for the public and answer any questions public may have for the project. The consultant shall coordinate with the South Pasadena Unified School District to provide a display or presentation at an event on one of their campuses.

TASK 2.2: SCHEDULE

The consultant shall use MS Project to prepare and provide schedule of the scope of work in Gantt chart format for City's review. The schedule shall include all the scope items by tasks further divided into subtasks, timeframe and dependability of each task in relation to other tasks. Any critical path shall also be highlighted and strictly monitored. The consultant shall provide a detail implementation of each item with key project milestones, meetings, and timelines for the deliverables. The consultant shall constantly review the schedule with City staff and understand that if there are any constraints or milestones that the City needs to meet ahead of time reasonably, the consultant shall revise and refine the schedule accordingly. The consultant shall have the capability and capacity to accelerate the schedule as needed. The consultant shall understand that the project schedule is never a static document and must be adjusted along the way. The consultant shall submit monthly schedule updates to the City to highlight any adjustments which were forced due to any unavoidable circumstances.

The consultant's focus shall be to ensure that the project resources are available when needed to meet the scheduled commitment.

Task 2 Deliverables

- Lead meetings
 - Dynamic project schedule
-

TASK 3: DESIGN DEVELOPMENT (PS&E)

Using information gathered from the base plans (if available), field reviews, and available utility records, the consultant shall update and rectify discrepancies from the City's base plans. The updated base plans shall be used in preparing the needed construction plans for the project.

- The consultant shall use information from the provided As-Built plans as well as the field reconnaissance and information gathered in Task 1 to identify potential design issues and feasibility of construction
- The consultant shall suggest improvements to the signal plans
- The consultant shall suggest optimum methodology to install new poles while keeping the

operations running. Consultant shall specify locations of locations of all poles, including temporary pole locations.

- The consultant shall prepare ITS design plans along project corridors (Phase I) and present traffic assessment concepts for Agency's review
- The consultant shall use the collected survey data to identify all physical roadway entities.

The consultant shall also discuss ADA ramp upgrades (as applicable), location of power sources, GPS based Emergency vehicle pre-emption, advanced dilemma zone detection, bicycle detection at the limit line and minor civil improvements as necessary. The plans shall also show installation of proposed conduits, cables (such as for a video detection system, emergency preemption, power), power surge protection, and grounding provisions.

TASK 3.1: PRELIMINARY DESIGN – 30% SUBMITTAL

The consultant shall review City's General Plan's Goals as far as traffic circulation system and compare with suggested improvement plans to the traffic signals. The consultant shall provide conceptual plan layouts for Agency's review to avoid unnecessary plan changes at later stages. The consultant shall use their survey data to identify all physical roadway entities. This is considered very critical due to the installation of new and temporary poles, as the consultant will need to establish horizontal and vertical control for the project. The consultant shall foresee the minimum need for temporary construction easement for the project.

The 30% submittal is basically a Preliminary Design Report (PDR) which will clearly explain the analysis, concept of operations, and rationale for the recommendations. The consultant's findings, work assignments, analysis procedures, and recommendations will be provided as part of the PDR. The consultant shall submit the PDR for the City's review and comments. This report will become the basis of design for implementation with recommendations for changes to traffic operations and preliminary design details.

Signal plans shall be prepared at a scale of 1"=20' for the proposed intersection improvements. The base plan shall show centerlines, right-of-way lines, relevant utilities of record, and existing traffic controls. Existing traffic signal poles, equipment, notes, and schedules shall be inventoried in the field and shown on each base plan. Proposed new or modified facilities shall be designed and shown on the drawing to create a complete traffic signal plan. The consultant shall anticipate that the City may opt for IP based protocol for transmission of data back to the TMC. The ongoing Fair Oaks Avenue Signal Project shall upgrade the City's data-carrying infrastructure. The video/radar detection system, together with future installation of CCTVs, shall enable the City to remotely observe problem intersections from the City's TMC, study their significance and develop solutions to mitigate the difficulties. The project will give the City a reliable set of tools for better monitoring and managing traffic within the project area.

The consultant shall present the report to the City staff, discuss the results of the preliminary design report and obtain approval to proceed to the next design stage from the City. This project should comply with the intent of the City's ITS plan to upgrade the infrastructure to meet the latest requirements of ITS standards and to use ITS technologies to mitigate expected increases in traffic demand on the City's roadway system.

TASK 3.2: PRELIMINARY DESIGN – 50% SUBMITTAL

Upon receiving comments on the 30% engineering design, the consultant shall further develop the design plans and cost estimate. The consultant shall coordinate a design review meeting with

City staff to discuss the review comments. A comments response matrix shall be developed and submitted to the City. Any outstanding issues for the 50% design phase shall be resolved. Project contracting requirements, general conditions, special provisions, and technical specifications shall be included as well.

TASK 3.3: PRELIMINARY DESIGN – 90% SUBMITTAL

Upon receiving comments on the 50% engineering design, the consultant shall further develop the PS&E. The consultant shall coordinate a design review meeting with City staff to discuss the review comments. A comments response matrix shall be developed accordingly and submitted to the City. Any outstanding issues at this design phase shall be resolved.

TASK 3.4: PRELIMINARY DESIGN – 100% SUBMITTAL

This task shall include the preparation of the 100% bid- ready design plans, specifications, and estimates (Final PS&E). The Final PS&E shall be developed based on comments received on the 90% PS&E package. As always, the consultant shall coordinate a design review meeting with City staff to discuss the review comments. A comments response matrix shall be developed and submitted to the City. Any outstanding issues for the final design phase shall be resolved before the submittal of the final package.

The design plans shall be in conformance with the current California Manual of Uniform Traffic Control Devices (CA MUTCD), Caltrans design standards, the City's Policies and Procedures and Standard Drawings. All work shall conform to the Americans with Disabilities Act (ADA) requirements. Final plans shall be signed and stamped by a California licensed Civil Engineer.

Upon the City's final approval, the consultant shall submit one (1) set of Mylar for the proposed work along with electronic versions of the specifications, estimates, and the wet signed/sealed bid specification sheet to the City for bidding purposes. The plans shall be drawn under City's border sheets and title block. The consultant shall provide both AutoCAD and PDF files for all plan sheets. The consultant shall provide specifications in Microsoft Word formatted file and cost estimates in Microsoft Excel formatted file. The consultant shall follow Caltrans Specifications where applicable, and the City Policies and standards for the preparation of construction specifications.

TASK 3.5: BIDDING SUPPORT

The consultant shall be available to assist the City with Requests for Information (RFI) support throughout the bidding, and construction processes. The consultant shall attend the Pre-Bid Conference and answer technical questions from prospective bidders. The consultant shall provide interpretation and/ or clarification of the approved construction documents during the bidding process as they specifically relate to the design, design intent and execution of the project. The consultant shall assist with bid tabulation/evaluation and providing a recommendation as to the award of the contract. The consultant shall also make any changes to the PS&E package in a timely manner should any changes be required during the bidding process.

After the pre-bid conference, RFI requests by the Contractor or City Staff on the design sheets and special provisions shall be responded to through City staff via phone or email. After the bid is awarded, the consultant shall continue to support the City regarding answering technical questions by the selected contractor.

The consultant shall also help the City creating a project-specific web page on the city's website. The web page shall be active throughout the duration of the project. It shall not only include Bidding information, but also include Project maps, progress photos, and any traffic impacts and trafficalerts due to construction.

Final construction cost estimates shall be provided in the form of a bid schedule. A detailed breakdown by project tasks, materials, components, etc., shall be included in the bid package. The bid package shall include detailed bid item descriptions for each bid listed in the bid schedule and prepared for the purpose of soliciting construction bids.

The consultant shall prepare a printable version of the bid documents including front-end documents provided by the City. This task shall also include meetings and responses to subsequent bidder questions and addenda(if needed).

The consultant shall provide design support during the construction for the ongoing Fair Oak Traffic Signal Improvement Project. The consultant shall review inquiries, submittals, and contractor's change orders during construction and prepare design changes for conditions unforeseen. Consultant shall provide response to submittals, RFI, change order requests, and inquiries by project contractor within two business days.

Task 3 Deliverables

- Approved and bid-ready PS&E (Hard/soft copies)
 - Signal timing plans
 - Utility outreach documentation
 - DBE documentation
 - SWPP/BMP
 - Revised RFA (Con)
 - Approved permits (as needed)
 - Prompt response to bidder's RFIs, RFCOs, submittals and inquiries
 - Addenda to project plans as necessary
-

TASK 4: QUALITY ASSURANCE/QUALITY CONTROL

The consultant shall be focused on continuous improvement. Consequently, the consultant shall have in place a formal quality assurance program. Formal quality control checklists shall be employed and shall be provided to the City for each project deliverable. The consultant shall be designated as the quality control manager for this project.

The consultant shall be responsible for proactively planning and directing the work processes and deliverables under this contract. The consultant shall review and certify all deliverables to make sure their work products meet the City's expectations. The consultant shall build QC into the project schedule and task to ensure products are reviewed for conformance to City standards. The consultant shall also conduct constructability review to avoid construction change orders.

Task 4 Deliverables

- Statement of Peer-Review
-

TASK 5: ENVIRONMENTAL

NEPA COMPLIANCE

PROJECT DESCRIPTION AND PRELIMINARY ENVIRONMENTAL STUDY (PES) FORM PROJECT DESCRIPTION

The consultant shall prepare a detailed narrative project description, including maps, plans, and other graphics sufficient to fully define the project and its location will be prepared. The project description shall meet the content requirements of the National Environmental Protection Act (NEPA) Guidelines by identifying each of the proposed discretionary approval actions, and the physical characteristics of the project. The project description shall describe all of the components of the project, including the planned construction schedule, phasing, and date of the anticipated project buildout. The consultant shall utilize graphics prepared by the Project Engineer as much as possible for consistency purposes. The project description shall be submitted to the City of South Pasadena for review and concurrence.

PRELIMINARY ENVIRONMENTAL STUDY (PES) FORM

Following the approval of the project description, the consultant shall prepare a Preliminary Environmental Study (PES) Form for submittal to Caltrans District 7. The consultant shall assume participation in up to two conference calls with the City of South Pasadena and Caltrans District 7. The PES will be finalized before work begins on the other tasks.

SUPPORTING TECHNICAL REPORTS

Preliminary review of the proposed project, the requirements of the PES, and similar project documents indicate that environmental clearance shall require at least two technical studies, an air quality study (as the proposed project is within a National Ambient Air Quality Standards (NAAQS) non-attainment area and does not qualify for an exemption under 40 CFR 93.126, and cultural resources reviews (as a portion of the proposed project is located within an identified historic district), will be required. The consultant shall prepare the technical study for air quality. The consultant shall prepare the cultural resources reviews and analysis of effect and impacts.

AIR QUALITY STUDY

CHARACTERIZE EXISTING AIR QUALITY CONDITIONS.

To characterize the existing conditions at the project site, the consultant shall describe air quality conditions within the South Coast Air Basin and the project area. The consultant shall also compile and present historical data over the past three years (2018-2020) from the nearest South Coast Air Quality Management District (SCAQMD) monitoring station. The consultant shall discuss the most recent Federal and State attainment and nonattainment status designations.

ASSESS CONSTRUCTION AIR QUALITY IMPACT.

The consultant shall estimate short-term local and regional air quality effects associated with construction of the proposed project. The SCAQMD California Emissions Estimator Model (CalEEMod) shall be used to estimate gross emissions of criteria pollutants generated by the proposed project. Construction shall be minor but will result in worker trips to the site and may involve off-road construction equipment for signal replacement.

ASSESS OPERATIONAL AIR QUALITY IMPACTS.

The consultant shall calculate the mobile-source emissions from the vehicle miles traveled (VMT) along the project route during existing and future conditions using EMFAC2017 and compare the future emissions against existing emissions.

CULTURAL RESOURCES REVIEW AREA OF POTENTIAL EFFECTS MAP

The consultant shall prepare an area of potential effects (APE) map for Caltrans review and signature. In so doing, the consultant shall assume participation in up to two conference calls with the Caltrans District 7 Professionally Qualified Staff (PQS). The APE map shall be finalized before work begins on the other tasks. The consultant shall assume that the APE shall not exceed a one-parcel buffer surrounding the Project area and only if that buffer area includes a previously identified historic properties; properties not previously identified to be historic properties (NEPA) or historical resources (CEQA) in the one-parcel buffer will be excluded from the APE.

HISTORIC RESOURCES EVALUATION REPORT

The consultant shall prepare a narrative format Historic Resources Evaluation Report (HRER) following Caltrans guidelines, specifically Exhibit 6.5 Historic Resources Evaluation Report Format and Content Guide (April 2020). The purpose of this HRER shall be to identify historic properties within the APE following the Caltrans standard HRER format. The consultants shall request a records search from the South Central Coastal Information Center (SCCIC) and review the City of South Pasadena Historic Resources Survey (June 2017) which provides the findings of a comprehensive historic resources survey of the City. Upon initial review of the 2017 survey report, the consultant shall understand that there are approximately 50 known historic properties within a one parcel buffer along Fair Oaks Avenue between Raymond Hill Road and Huntington Drive, as well as the two proposed locations of the Changeable Message Signs. There are no known historic properties within the one-parcel buffer of the two proposed Trailblazer Assembly Signs on Mission Street. A team of Architectural Historian and Archaeologist shall conduct a pedestrian survey of the APE and document the current conditions of the known resources. The consultant shall assume that the results of the archaeological survey will be negative. The consultant shall then develop the HRER, which shall contain the required sections, including a summary of findings, project description, research and field methods, historical overview, description of cultural resources, resource significance, findings, and conclusions. The consultant shall not conduct new evaluations of any potential historic properties, but shall rely on the recent findings of the comprehensive Citywide survey, as recent reports demonstrate acceptance of that methodology by Caltrans District 7 and the California Office of Historic Preservation.

ARCHAEOLOGICAL SURVEY REPORT

The consultant shall prepare an ASR for the proposed Project following Caltrans specifications. Study components shall include a literature review and report preparation. The ASR shall identify all potentially significant and National Register of Historic Places (NRHP)-eligible historic and prehistoric archaeological properties within the APE. The APE shall be agreed upon by Caltrans prior to the start of any fieldwork. The SCCIC records search shall be reviewed to identify any previously recorded sites located or previous studies conducted within a one-mile radius of the updated Project area. The consultant shall also request a search of the Sacred Lands File (SLF) by the Native American Heritage Commission (NAHC) to identify any areas of Native American heritage significance located within the study area. The consultant shall send up to two information query letters to the tribes recommended by the NAHC and follow up on unanswered letters with not more than two phone calls to solicit input. All undeveloped areas of the project shall be intensively examined during archaeological pedestrian survey using transects spaced 15 meters apart or less, and all sites encountered shall be mapped and recorded on State DPR forms for submittal and assignment of official trinomials. Given the nature of the project, it is anticipated that the survey will be negative and involve completion of the appropriate ASR form summarizing the study location, background, methods, and results.

HISTORIC PROPERTIES SURVEY REPORT

Professional Services Agreement – Design Professionals

Page 25 of 30

Approved for Use 01/10/18

The consultant shall prepare a narrative format Historic Properties Survey Report (HPSR) following Caltrans requirements. The HPSR shall follow Caltrans guidelines, specifically Exhibit 2.6 Historic Property Survey Report Format and Content Guide (April 2020) prepared using the HPSR Narrative Format (February 2020). The purpose of the HPSR shall be to document known historic properties within the APE following the Caltrans standard HPSR format. The consultant's Archaeologist and Architectural Historian shall prepare the HPSR report, which shall contain the required sections, including a summary of findings, project description, consulting parties, summary of identification efforts, and findings. The consultant shall utilize the HRER to inform the HPSR. As part of preparing the form, the consultant shall send letters to solicit input from interested parties, specifically PasadenaHeritage and Historical Society and the Pasadena Historical Society and Museum.

FINDING OF NO ADVERSE EFFECT

After conducting appropriate analysis, consultant shall prepare a Finding of No Adverse Effect (FNAE) document to analyze Project effects on cultural resources within the APE. The FNAE shall follow Caltrans guidelines, specifically Exhibit 2.8 FNAE Format and Content Guide (April 2020). The Project shall include standard conditions and mitigation measures that will eliminate the potential for an adverse effect/impact.

For all tasks, the consultant shall achieve compliance with not more than three iterations of each report (two drafts, one final) to respond to Caltrans comments. It is assumed that those comments shall be editorial in nature and will not require additional research or site visits. The analysis and reports shall be prepared by the consultant's Archaeologists, Architectural Historians, and Historians who meet the Secretary of the Interior's Professional Qualification Standards.

ASSUMPTIONS

This scope of work shall include the charges for the survey, identification of known historic properties, assessment of effects, and the preparation of the APE, HRER, ASR, HPSR, and FNAE reports. Should Caltrans request an APE larger than that described above, a contract augment shall be required. This scope of work shall be based upon the following assumptions:

- All services shall be provided in compliance with Caltrans, local agency, and NEPA/CEQA requirements;
- Field survey shall not exceed three days;
- The SCCIC records search cost shall not exceed \$2,000;
- If the City has a more recent iteration of the historic resources survey than the Administrative Draft from 2017 and DPRS that are available online, the City shall provide the most recent iteration and accompanying DPR forms to ASM;
- Additional archival research shall not be required;
- Deliverables shall be limited to two draft and one final report for each task;
- Reports shall be provided electronically only; and
- If Caltrans or City comments require additional iterations, research, site visits, or meetings/conference calls, the consultant shall bill the City above the limit of the contract following our standard billing rates, plus applicable mileage.

PREPARATION AND COMPLETION OF DOCUMENTATION

After going through the studies and findings, the consultant will prepare and file the appropriate documentation in compliance with NEPA/CEQA with appropriate regulating agencies.

Task 5 Deliverables

- Approved PES forms
 - Completed technical studies
 - FTIP document
 - Approved CE/CE
 - Approved Right-of-Way certification
 - NOE
 - PES
 - Technical study for airquality
 - Technical study for cultural resources
 - APE, HRER, ASR, HPSR, and FNAE reports
-

TASK 6: UTILITY COORDINATION

The consultant shall anticipate that the City shall provide the Consultant with the required format for the utility notice in Microsoft Wordformat. Said notices shall inform the utility company of the impending construction along the subject corridor.

Adequate potholing services shall be performed by consultant or subcontractors of consultant on as needed basis to determine adequate design of project.

Specific team tasks shall include:

- Coordinate with utility agencies
- Prepare notices and follow up requests with plans to utility companies
- Resolve conflict with the Utility companies as applicable
- Pothole at potential pole locations
- Prepare a memorandum of the findings, conflicts, and relocations/adjustments
- Address utility conflicts prior to 90% design.

Task 6 Deliverables

- Utility outreach documentation
 - Neighborhood outreach documentation
-

Exhibit B

Approved Fee Schedule

The following fee schedule is to provide the services identified in the Scope of Work. Tasks are at a fixed fee for the design services for the program elements.



Hourly Rate (fully burdened):	KOA										Sub-consultants						TEAM TOTAL
	Principal/ Q/OC Manager	Project Manager/ Sr. Engineer	Sr. Associate Engineer	Construction Manager	Construction Inspector	Associate Engineer	Admin	Other Direct Costs	KOA LS	CMS Design JMOIuz	Survey KOA Meridian	Environmental Impact Sciences	Polishing Safe Probe	Historical/ Cultural ASMI			
BASE DESIGN SERVICES	Task 1: Background Research																
Background Research		16	24			80	2	\$500	\$14,231							\$14,231	
Field Check and Data Collection	2	32	40			80	2	\$25,000	\$44,200							\$44,200	
Survey										\$59,148						\$59,148	
Task 1: Subtotal	2	48	64			160	4	\$ 25,500	\$8,431	\$ -	\$ 59,148	\$ -	\$ -	\$ -	\$ -	\$117,279	
Task 2: Project Management Services																	
Project Meeting/Public Outreach	4	240	60			40	16	\$500	\$61,569							\$61,569	
Project Schedule		40	32			32	8	\$100	\$15,674							\$15,674	
Task 2: Subtotal	4	280	92			72	24	\$ 600	\$ 77,242	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$77,242	
Task 3: Design Development (P&S&E)																	
Preliminary Design (90%)	4	160	120			320	2	\$250	\$77,155							\$214,715	
Preliminary Design (50%)	4	120	60			160	2		\$46,974							\$46,974	
Preliminary Design (90%)	2	80	40			120	2		\$23,502							\$32,502	
Final Design (100%)	2	40	32			60	2		\$17,978	\$31,558						\$49,536	
Bid Documents	2	40	20			16	2		\$12,439							\$12,439	
Bidding Services		80	40			24	2	\$500	\$23,428							\$23,428	
Task 3: Subtotal	14	520	312			700	12	\$ 750	\$ 210,476	\$ 31,558	\$ -	\$ -	\$ -	\$ -	\$ 137,560	\$379,594	
Task 4: Q/OC																	
Q/OC	140								\$33,270							\$33,270	
Task 4: Subtotal	140							\$ -	\$ 33,270	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$33,270	
Task 5: Environmental																	
Historical/Cultural Studies		16						\$100	\$3,270						\$53,342	\$56,612	
Environmental Documentation		40						\$250	\$8,175			\$76,471				\$84,646	
Task 5: Subtotal		56						\$ 350	\$ 11,445	\$ -	\$ -	\$ 76,471	\$ -	\$ -	\$ 53,342	\$141,258	
Task 6: Utility Coordination																	
Coordination		80	60			40		\$500	\$26,983							\$26,983	
Permit Facilitation		40	24			20			\$12,557							\$12,557	
Task 6: Subtotal		120	84			60		\$ 500	\$ 39,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$39,540	
TOTAL BASE DESIGN SERVICES	160	1024	552			992	40	\$ 27,700	\$ 430,405	\$ 31,558	\$ 59,148	\$ 76,471	\$ 137,560	\$ 53,342	\$ -	\$788,483	
Work %	6%	37%	20%			36%	1%		58%	4%	8%	18%	17%	7%			



City of South Pasadena Finance Department

Memo

Date: August 16, 2021
To: The Honorable City Council
Via: Arminé Chaparyan, City Manager
From: Elaine Aguilar, Interim Assistant City Manager
Re: August 18, 2021, City Council Meeting Item No. 18 Additional Document – TEFRA

Attached is an additional document which provides a revised recommendation

Recommendation

~~It is recommended that the City Council:~~

Staff is seeking direction from the City Council regarding the adoption of the resolution approving the issuance of the bonds, and the acceptance of the fees. If the City Council is in favor, it would be appropriate to take the following actions

- 1) Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the “Code”).
- 2) Adopt the resolution approving the issuance of the bonds by the California Municipal Finance Authority (CMFA) for the benefit of the Borrower, a nonprofit corporation, duly organized and existing under the laws of the State of California, to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following). The resolution will also authorize the Mayor or designee thereof to execute the Joint Exercise of Powers Agreement with the CMFA.

3) Authorize the acceptance of the portion of issuance fees to be forwarded to the City, estimated at \$5,000, and appropriate the funds to account 101-0000-0000-5505-0000 Miscellaneous General Fund Revenue.

Special Closed Session City Council Meeting

E-mail Public Comment 8/18/2021

AGENDA ITEM C

From: [Josh Albrektson](#)
To: [City Council Public Comment](#)
Subject: August 18th Closed session item C
Date: Saturday, August 14, 2021 12:04:27 PM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Performance evaluation of the City Attorney.

I can only speak to laws regarding housing because those are the only laws I know, but Theresa Highsmith and her firm should be fired for having a complete lack of knowledge of current housing laws and specifically implementing things that are illegal.

Here is the TLDR parts

1. Theresa Highsmith wrote an Inclusionary Housing Ordinance that was backdated to December 31st, 2020. This is specifically outlawed by SB 330 and it was kept in the ordinance until I reported it to HCD.
2. Planning and Teresa Highsmith has no idea what Objective Design Standards and Theresa Highsmith proposed something that would have gotten you sued the first time you tried to implement it.
3. Throughout the entire Housing Element process it is obvious your city attorney has no ideas what the laws regarding the Housing Element and specifically AB 1397 is. In part because of this, the \$257k paid to placeworks will be wasted and South Pasadena will never be able to produce a compliant Housing Element by Feb 12th, 2022.

Now for those of you who would like the full details linking to laws and youtube videos:

1. SB 330 was one of the biggest laws passed in 2019.

Here are two parts of SB 330:

(5) Notwithstanding any other law, until January 1, 2025, "deemed complete" means that the applicant has submitted a preliminary application pursuant to Section 65941.1.

(III) (ia) Subject to sub-subclause (ib), the local agency, in violation of subdivision (o), required or attempted to require a housing development project to comply with an ordinance, policy, or standard not adopted and in effect when a preliminary application was submitted.

In layman's terms, if housing project submits a preliminary application, the ordinances and fees that are in place the second they submit the application are the only ones that can be applied to that housing project. A city cannot backdate an ordinance to apply it to housing

projects that had turned in an application.

This is exactly what was proposed in the Inclusionary Housing Ordinance that was written with Teresa Highsmith and presented to the planning commission on Jan 26th. This is on page 31 at the bottom of the page

"After considering the options, it is proposed to address pipeline projects by exempting those projects that have been deemed complete by December 31, 2020. Back-dating the exemption serves to avert a rush to submit projects and avoid the requirement, but recognizes that applications that have been deemed complete relied on the current 3 - 4 Zoning Code without the inclusionary requirements. There are very few projects for which this would be applicable."

I wrote a public comment citing the exact lines and part of the law that was being violated, and it was not removed from the ordinance until I contact HCD and HCD contacted the City. The City Attorneys office even has given a presentation on SB 330 to City Council and was unaware of this part of the law.

Regardless, the City Attorney who helped draft this law should have been aware of recent housing laws passed.

2.

Another part of SB 330 is that only Objective Design standards can be applied to housing projects as a reason for a rejection. Objective design standards mean things that are yes or no standards. A building must be lower than 16 feet, 70% of the street facing walls must be bricks, Stucco is banned. Stuff like that.

Subjective design standards are stuff without set definitions. "Building must be midcentury modern" and "Building must blend in with surrounding buildings." That is specifically outlawed.

When the second ADU ordinance was proposed Liz Bar-El gave a huge speech showing that she had no idea what an objective design standard is and described "Objective design standards" as standards that required an essay of how a ADU fits in with a historic neighborhood.

<https://youtu.be/3kgBqavx1qE?t=2388>

A week later Theresa Highsmith claimed that subjective design standards can be legally enforceable if they are sited by Objective design standards. If an objective design standard sites a subjective design standard, it is no longer objective.

<https://youtu.be/qHX6GB9lbkl?t=6967>

3. Housing Element

This is a much longer essay than what I am willing to write now, but your city attorneys have no idea about AB 1397 and the laws about the Housing Element and you will not be able to produce a compliant housing element in part because of this.

--

Josh Albrektson MD
Neuroradiologist by night
Crime fighter by day

From: [Chris Bray](#)
To: [CCO](#)
Subject: public comment, special closed session item c, aug. 18
Date: Thursday, August 12, 2021 11:23:14 PM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Councilmembers,

Less than a month ago, I sent the message below to point out that the city attorney's law firm had gone from billing the city less than \$30,000 a month three years ago to billing the city \$71,000 last month. This month, to my great surprise, Colantuono, Highsmith & Whatley has sent the City of South Pasadena \$78,000 in invoices. $\$78,000 \times 12 = \$960,000$. You're rapidly closing in on a million dollars a year in contract legal costs for a 3.4 square-mile bedroom community, not counting additional legal costs for other law firms and related (in particular) to personnel issues.

So: \$28,000 for August of 2018, \$78,000 for August of 2021. Again, no other budget item would nearly triple in cost in three years without causing alarm. Seven years ago, a city manager in another small LA County city was sentenced to twelve years in prison for taking \$800,000 a year in pay from the city government he served; today, your city attorney is on track to bill you nearly a million dollars for a year of her services.

There may be many explanations for this explosion in legal costs, and some may not be entirely the fault of the city attorney. I find myself wondering if a city council that is 80% lawyers is over-relying on a lawyer-centered approach to problems and questions, and I say for the thousandth time that you're spending as much money on lawyers for "Case 2" every couple of months as it would have cost you to settle the case a couple of years ago, before the questionable warrant and the insane raid.

But whatever the explanations are, three thoughts: First, you have an inescapable duty to *find* the explanations. This outright explosion in legal costs is unsustainable, irresponsible, and a sign of an inattentive council. Second, whatever the explanations are, a responsible city attorney would help a small city government control its legal costs, and keep up a conversation with the city about finding the balance between the costs and the benefits of your legal services. And third, you should be working to reduce these costs, soon and seriously.

You cannot perform a serious performance evaluation of the city attorney without seriously analyzing the rapidly growing *cost* of her services to the city. Please have this discussion.

My personal recommendation would be that you circulate an RFP for a new law firm and a new city attorney. I'm confident you can find someone who wouldn't turn a minor sewage spill claim into five years of high-six-figure litigation. Poor professional judgment is a problem; *bizarrely expensive* poor professional judgment is something else altogether. We can do better.

Chris Bray
South Pasadena resident

----- Forwarded Message -----

From: Chris Bray [REDACTED]
Sent: Friday, July 23, 2021, 01:33:45 PM PDT
Subject: a little history

Councilmembers,

Looking for numbers to compare, I checked the warrants from three years ago. The council met once in July of 2018, and didn't get invoices from Colantuono / Highsmith that month. In August of 2018, catching up, the council approved two months worth of invoices from Teresa Highsmith's law firm. "Special Projects" invoices – now *\$36,000 a month* – were \$4,199 for one month, and \$1,295 for the other month.

In three years, your costs for a single category of vaguely categorized legal services went from \$1,295 to \$36,000. With no explanation or discussion!

In August of 2018, the council was asked to approve \$55,926 in Colantuono, Highsmith & Whatley invoices for **two months** of legal services – a little less than \$28,000 a month.

In July of 2021, the council approved \$71,000 in invoices Colantuono, Highsmith & Whatley for a single month.

Three years: \$28,000 a month to \$71,000 a month – undiscussed, unexplained, unapproved (unless you can show me the moment the council explicitly chose to nearly *triple* its legal spending).

Amazing. Whatever you do, don't question any of this spending. Just keep approving it without discussion or analysis. Good job!

Chris Bray

Regular Session City Council Meeting
E-mail Public Comment for 8/18/2021
AGENDA ITEM # 2
GENERAL PUBLIC COMMENT

From: [Casey Scudari](#)
To: [CCO](#)
Subject: Email the Council
Date: Friday, August 13, 2021 2:03:13 AM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I was born and raised in South Pasadena. I even live right behind City Hall and work at the local schools. I know this small town very well and have always called it home.

I am writing to you in hopes that you will follow in the footsteps of NYC and San Francisco and instate that people need to show proof of COVID vaccination to enter into restaurants/stores/bars/venues/etc or in ANY way that you can. I understand that South Pasadena is small, but I believe the people here deserve to be protected. I am reaching out to everyone I can, in hopes that my voice will, by some miracle, make a difference.

I speak on behalf of so, so many people. We are tired. We see the number of cases going up every day and something needs to be done. People are dying. This is unacceptable.

Please, I urge you to do something, and soon. I watch children being ventilated on the news daily in Texas and Florida. I refuse to feel completely helpless while people are dying around me. I know South Pasadena is small in the grand scheme of things, but one person, one tiny town, can make a huge difference.

I am fully vaccinated and have never taken my mask off, even when the CDC deemed it safe to do so. I have barely left my house in a year and a half. I have done my part to keep people safe as an American citizen. I hope my message urges you to take action in any way you can. Please. I am so, so tired, and I know you probably are as well.

Thank you for your time.
Casey Scudari

From: [Tamara Binns](#) on behalf of [CCO](#)
To: [City Council Public Comment](#)
Subject: FW: general public comment, open session, august 18
Date: Saturday, August 14, 2021 4:53:00 PM

From: Chris Bray [REDACTED]
Sent: Saturday, August 14, 2021 12:42 PM
To: CCO <cco@southpasadenaca.gov>
Cc: Michael Cacciotti <mcacciotti@southpasadenaca.gov>; Evelyn Zneimer <ezneimer@southpasadenaca.gov>; Armine Chaparyan <achaparyan@southpasadenaca.gov>
Subject: general public comment, open session, august 18

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Councilmembers,

During an overnight family trip last week, we discovered that Ventura has closed a long stretch of Main Street to cars and turned the street into a pedestrian-centered downtown area. Families were walking together outdoors; friends were gathering; people were sharing meals at restaurant dining areas in the street. It was a joyful and liberating scene. I hear from Councilmember Zneimer that Santa Barbara has done the same on State Street, and I remember Mayor Pro Tem Cacciotti saying that Paso Robles had done the same on the streets around their central town square.

The last year and a half has been a war on social connection. Faces covered, interaction limited, school campuses closed, playgrounds shamefully fenced off by breathtakingly stupid local governments incapable of thought, long periods during which many families we know have hidden indoors for weeks at a time. We are losing community, losing sociability, and losing the routineness and expectedness of face-to-face human interaction. The long-term costs of these losses are incalculably high, especially for our children. Their lives will be shaped by a long period of socially and politically manufactured loneliness; they'll head into adulthood thinking that life is lived through a computer screen, because the world is safer that way.

Despite the presence of a virus, which we're all losing our minds over because it has apparently never happened before in the history of the world, we know now that outdoor interaction is far safer than sustained indoor gathering:

"In truth, the share of transmission that has occurred outdoors seems to be below 1 percent and may be below 0.1 percent, multiple epidemiologists told me. The rare outdoor transmission that has happened almost all seems to have involved crowded places or close conversation."

<https://www.nytimes.com/2021/05/11/briefing/outdoor-covid-transmission-cdc-number.html>

Close a few blocks of Mission Street to cars, at least for a while. Let's create a space to rebuild our lost social world. Stop the endless panic over the single risk of Covid-19, and start thinking about the harms caused by our mindless reduction of human interaction. Give people a chance to be people. Give families another place to gather.

I'm attaching pictures of Ventura's Main Street closure. We can have this here.

Chris Bray
South Pasadena resident



Regular Session City Council Meeting

E-mail Public Comment for 8/18/2021

AGENDA ITEM # 19

First Reading and Introduction of an Ordinance, Amending Chapter 19A (Noise Regulation) and Chapter 1 (General Provisions) of the South Pasadena Municipal Code to Prohibit the Use of Gas-Powered Leaf Blowers

From: [Pilar Reynaldo](#)
To: [City Council Public Comment](#)
Subject: Agenda Item 19 - Support for Zero Emission Yard Equipment
Date: Wednesday, August 18, 2021 10:38:14 AM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear South Pasadena Council Members,

As a local constituent who cares about air pollution, public health, and climate action, I strongly encourage you to adopt an ordinance to phase out the use of two-stroke gas blowers in the City. Gardeners are most affected by the emissions from the gas-powered blowers. They experience the highest noise level all day long, day after day, for years. They also breathe the toxic and smog forming exhaust fumes. Transitioning away from this equipment will have immediate occupational and environmental health benefits.

Gas-powered leaf blowers are major emitters of air pollution, emitting as much volatile organic compound pollution in one hour as a 2017 Toyota Camry emits driving from South Pasadena to Denver. Gas-powered leaf blowers emit carbon dioxide, a major greenhouse gas, and we are in a time of climate emergency. Restricting gas powered lawn and garden equipment is called for in South Pasadena's 2020 climate action plan.

Electric alternatives are now widely available and affordable. The city has been using electric equipment to maintain parks, fields, and the golf course successfully for years. The South Coast Air Quality Management District offers a 75 percent rebate for new leaf blowers and the city will help gardeners access this money. Noise and pollution in our neighborhoods will be greatly reduced under this ordinance.

In short, now is the time to adopt this ordinance.

Thank you!

Pilar Reynaldo

Sent from my iPhone
PRM

From: [luis muench](#)
To: [City Council Public Comment](#)
Subject: Ban Gas Powered Leaf Blower
Date: Tuesday, August 17, 2021 3:40:31 PM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing in support of banning gas powered leaf blowers. It amazes me that such a large industry is allowed to pollute the environment with excessive noise, fumes, greenhouse gasses and particulate matter FEET from where we LIVE, EAT and SLEEP. No other industry is allowed to perpetrate such egregious violations of accepted health and safety regulations.

The time has come where city leaders have to live up to their charge and LEAD this industry into a healthier way of operating. They will never do it willingly because it takes time and effort, but undoubtedly it cannot be put off another decade, year, or month.

Pass this ban...don't just pass the buck!

Thank you
Luis Muench
South Pasadena

From: [Matthew Barbato](#)
To: [City Council Public Comment](#)
Subject: Comment Re: Item 19. FIRST READING AND INTRODUCTION OF AN ORDINANCE, AMENDING CHAPTER 19A (NOISE REGULATION) AND CHAPTER 1 (GENERAL PROVISIONS) OF THE SOUTH PASADENA MUNICIPAL CODE TO PROHIBIT THE USE OF GAS-POWERED LEAF BLOWERS).
Date: Wednesday, August 18, 2021 8:20:04 AM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council -

I am urging you to adopt the ordinance moving South Pasadena away from gas powered lawn equipment toward electric based equipment. It is crucial for the health and well being of our gardeners, community and planet that we take this tiny, but significant, step toward a cleaner future.

Matthew Barbato
South Pasadena
District 2

From: [Cynthia Cannady](#)
To: [City Council Public Comment](#)
Subject: gas leaf blowers
Date: Tuesday, August 17, 2021 1:55:57 PM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am a resident of Pasadena, not South Pasadena, but I write to express my support for the ban on gas-powered leaf blowers that emit greenhouse gasses (GHGs). GHG's don't distinguish between Pasadena and South Pasadena.

If enacted, this ordinance will be a model for other communities, because of the intelligent way it is structured--a system of warnings and penalties against the property owner, not the gardener.

I support this because the climate crisis is deeply troubling and dangerous.

Cynthia Cannady

From: [mona.rosenthal](#)
To: [City Council Public Comment](#)
Subject: Gas Powered Blowers
Date: Tuesday, August 17, 2021 12:12:58 PM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I'd like to add my comments in support of switching away from gas powered blowers.

I live in Franciscan Woods, a townhome complex in the northeast section of South Pasadena. We have many trees and our gardeners come to mow and blow twice a week, sometimes quite early in the morning. Two years ago our HOA met with the Garden View owner to ask that they switch to electric powered blowers. Unfortunately they were not successful.

The Council needs to insist that gardeners make the switch. It's well past time.

1. The noise is deafening. When on a phone call or zoom, I need to run around my house to find a quiet place where I can hear what's being said. That's usually on the stairs where there are no windows. If I'm watching TV or listening to music I need to crank the volume up to "the dead can hear" level. I can even hear the blowers when I'm walking a block or more away.
2. The smell is noxious. I can smell it even in my house.
3. We want clean air. This doesn't help.
4. The gardeners' health is impacted by breathing in the fumes and toting around those heavy blowers (I'm not sure how large the electric powered version is.).
5. Garden View's owners say the charge doesn't hold for long. Their truck is probably big enough for a generator, and condo complexes may be able to arrange to store extra batteries.

Thank you for your efforts to address and hopefully fix the problem of noisy, stinky leaf blowers.

From: [Carol Schneider](#)
To: [City Council Public Comment](#)
Subject: Gas-Powered Blowers
Date: Tuesday, August 17, 2021 3:41:19 PM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

I would like to express my concern about the city of South Pasadena continuing to allow gas-powered leaf blowers to operate. The small condominium community in which my husband and I live, Franciscan Woods, has been trying to convince our gardeners (Garden View) to switch from gas to electric blowers for a few years now. Not only do the gas blowers pollute the air with noxious fumes, but the noise they make is deafening! Some residents like to work in their garage with the door up, but they are prevented from doing so when the gardeners come around because of the ear-splitting noise and horrible fumes. We've asked the company to switch over to electric blowers, but they use the excuse that they're too expensive and the batteries don't last very long. So, at this point, we're stuck with the gas blowers because there is no city ordinance preventing them from being used.

Since South Pasadena prides itself in being an AGZA city, it only makes sense that it would want to ban gas-powered blowers and replace them with something much more environmentally friendly (not to mention, more people friendly). As the City of South Pasadena proudly proclaims on its website from 2016:

“The City of South Pasadena is the first AGZA Green Zone® City in the United States. The American Green Zone Alliance (AGZA) will certify the groundbreaking sustainability achievement at a public ceremony on Friday, September 9th at 11am in the city's beautiful Arroyo Park. AGZA Green Zone City certification ensures that grounds maintenance on municipal properties — mowing, hedging, edging, trimming, sawing, and blowing — are serviced exclusively with low-noise zero-emission battery-electric machinery and manual hand tools.”

It only makes sense to have a city-wide ban on ALL gas-powered blowers, hedgers, edgers, saws, etc., not just for municipal properties. If the goal is to reduce pollution as much as possible and be as green as we possibly can in our small town, it's the right thing to do.

Thank you for your interest in receiving feedback from the community. I look forward to hearing your decision and hope it will be the one that is best for ALL residents.

Sincerely,

Carol Schneider

From: [Elizabeth Cavanaugh](#)
To: [City Council Public Comment](#)
Subject: Prohibit Use of Gas-Powered Leaf Blowers - Agenda item 19 on 8-18-21
Date: Wednesday, August 18, 2021 11:04:12 AM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Mahmud and City Councilmembers:

Regarding Agenda Item 19 for tonight's August 18, 2021 meeting, I strongly support amending the Noise Regulation and General Provisions sections of the South Pasadena Municipal Code to **Prohibit the Use of Gas-Powered Leaf Blowers in the City** and add clarity to the code. Taking this action would greatly improve air quality, reduce noise pollution, and enhance the health and wellbeing of the City's residents and gardeners.

Thank you for the thoughtful and detailed research and discussions you have had on this issue and for working to develop and provide a robust community outreach program, so that all residents and the hardworking gardeners in our community will be aware of these changes once they are adopted and can access key resources to transition as smoothly and successfully as possible.

This Ordinance will improve the health and wellbeing of our community, and I urge you to approve it as soon as possible. Thank you.

Sincerely,

Elizabeth Cavanaugh
23-year South Pasadena resident

From: [Helen Tran](#)
To: [City Council Public Comment](#)
Subject: Public Comment for 8/18 Meeting, Agenda Item 19
Date: Wednesday, August 18, 2021 12:00:55 PM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council,

I write in support of the proposed ordinance that would ban the use of gas-powered leaf blowers (Agenda Item 19). After revisions and public input, the ordinance now provides a thoughtful outreach plan to gardeners while also holding homeowners and tenants accountable in the right ways. Please pass this ordinance.

Thank you,

Helen Tran

From: [Elana Mann](#)
To: [City Council Public Comment](#)
Subject: public comment for city council meeting on 8/18/21
Date: Tuesday, August 17, 2021 11:31:25 AM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Honorable Council Members,

I am writing in support of banning gas powered leaf blowers in South Pasadena for the following reasons.

- 1) Gardeners are most affected by the emissions from the gas-powered blowers that they wear on their backs. They experience the highest noise level all day long, day after day, for years. They also breathe the toxic and smog forming exhaust fumes.
- 2) Gas-powered leaf blowers are major emitters of air pollution, emitting as much volatile organic compound pollution in one hour as a 2017 Toyota Camry emits driving from South Pasadena to Denver.
- 3) Gas-powered leaf blowers emit carbon dioxide, a major greenhouse gas, and we are in a time of climate emergency. Restricting gas powered lawn and garden equipment is called for in South Pasadena's 2020 climate action plan.
- 4) Electric alternatives are now widely available and affordable. The city has been using electric equipment to maintain parks, fields, and the golf course successfully for years.
- 5) The South Coast Air Quality Management District offers a 75 percent rebate for new leaf blowers and the city will help gardeners access this money.
- 6) Noise and pollution in our neighborhoods will be greatly reduced under this ordinance.

Thank you for your time and consideration.

Warmly,
Elana

--

www.elanamann.com

From: [William Kelly](#)
To: [City Council Public Comment](#)
Subject: Public Comment on Item 19 (Leaf Blowers) for 8-18-21 City Council Meeting
Date: Tuesday, August 17, 2021 11:05:56 AM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for the opportunity to comment on the proposed gas-powered leaf blower ban ordinance.

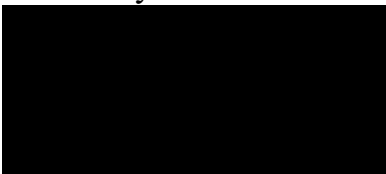
Please pass this ordinance tonight to reduce toxic and smog-forming air pollution, greenhouse gas emissions, and noise in our neighborhoods. The operation of noisy, dirty leaf blowers begins each day at 8 a.m. in my neighborhood and seems to go continuously, even on Saturdays. It's high time that these dirty devices be banned, mostly for the health of the gardeners who use them, but also for all of us.

The staff proposal is well thought out, including its extensive and much needed one-year-long public outreach and education program and its administrative approach to enforcement, beginning with a warning to those who employ the gardener. Extensive outreach and education is needed because the city can reach gardeners only through those who live here and employ them. There is no central registry of gardeners who work in the city. Those gardeners, once reached, will need assistance in accessing the rebates for electric lawn mowers offered by the South Coast Air Quality Management District. The outreach plan provides for this assistance and wisely allows time to make what will be a significant transition for gardeners.

Adopting this ordinance now also will send an important signal that the city is committed to carrying out its 2020 Climate Action Plan. Transitioning to electric gardening equipment is one of the key measures in the plan.

Acting now will protect public health and make sure South Pasadena does its fair share in cleaning up the region's ongoing smog problem and addressing the climate change crisis.

Bill Kelly



From: [Michael Siegel](#)
To: [City Council Public Comment](#)
Subject: Public Comment on Leaf Blowers
Date: Tuesday, August 17, 2021 10:51:03 AM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Re: 19. FIRST READING AND INTRODUCTION OF AN ORDINANCE, AMENDING CHAPTER 19A (NOISE REGULATION) AND CHAPTER 1 (GENERAL PROVISIONS) OF THE SOUTH PASADENA MUNICIPAL CODE TO PROHIBIT THE USE OF GAS-POWERED LEAF BLOWERS

I am highly in favor of passage of this ban on leaf blowers and urge the council to pass the ordinance. This will make life in South Pasadena more livable and will benefit the environment and health of those using the blowers.

Thank you!

Michael Siegel


From: [Victoria Tan](#)
To: [City Council Public Comment](#)
Subject: Public Comment Submission for 8/18/2021 South Pasadena City Council Meeting
Date: Tuesday, August 17, 2021 11:48:14 AM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I urge you to support South Pasadena's Pending Ban on Gas Leaf Blowers.

Gas leaf blowers damage our environment and health. As early as 1975, U.S. cities have banned or limited the use of leaf blowers. In 2017, the California Air Resources Board issued a warning: By 2020, gas powered leaf blowers and lawn mowers in the state could produce more ozone pollution than all the millions of cars in California combined. This is because gas leaf blowers run on dinosaur technology.

In addition to air pollution which obviously is harmful to people's health, noise pollution is another major problem with leaf blowers. Acoustic engineers found that a gas-powered blower rated at 75 decibels of noisiness can affect up to 15 times as many households as a battery powered blower with the same 75 decibel rating. The damage goes beyond hearing loss. Even small increases in ambient noise have significant health effects. In 2011, scientists studying people living near airports found that a 10 decimal increase in aircraft noise was associated with a 28% increase in anxiety medication use. Similarly, people exposed to noise pollution were found to be significantly more likely to have depression and heart problems.

Here are just some examples of California cities that regulate the use of leaf blowers: Los Angeles, Beverly Hills, Claremont, Del Mar, Hermosa Beach, Laguna Beach, Malibu, Santa Barbara, Santa Monica, and West Hollywood. Citizens are generally satisfied with the success of their programs. It is time for South Pasadena to phase out gas-leaf blowers and promote the government funded trade-in rebate program.

Sincerely,
Victoria Tan

Sent from my iPhone

From: [Wendy Kerfoot](#)
To: [City Council Public Comment](#)
Subject: South Pasadena's Pending Ban on Gas Powered Leaf Blowers at 8-18-21 City Council Meeting
Date: Tuesday, August 17, 2021 1:08:09 PM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

It is high time that the City of South Pasadena started getting much more sustainable and banning gas powered blowers and mowers is just the first step. I cannot understand why the council members do not support what is best for the whole community. Please pass this resolution on Wednesday August 18th, 2021.

19. FIRST READING AND INTRODUCTION OF AN ORDINANCE, AMENDING CHAPTER 19A (NOISE REGULATION) AND CHAPTER 1 (GENERAL PROVISIONS) OF THE SOUTH PASADENA MUNICIPAL CODE TO PROHIBIT THE USE OF GAS-POWERED LEAF BLOWERS).

Thank you
Wendy Kerfoot - resident