



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AGENDA

**SPECIAL MEETING
CLOSED SESSION**

**WEDNESDAY, APRIL 26, 2023
5:00 P.M.**

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030. Pursuant to Assembly Bill 361 Government Code Section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference.

Public Comment regarding items on the Closed Session Meeting agenda will be taken at the beginning of the meeting. The public will be released from the meeting so that the City Council may convene Closed Session discussion of items allowed under the Government Code. Any reportable action taken in Closed Session will be reported by the City Attorney during the next Open Session meeting. A separate Zoom link will be provided for the Open Session for the public to attend.

Public participation may be made as follows:

- In-Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – Meeting ID: **226 442 7248**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov.
- Via Phone – +1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link: <https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2l5WjJkemoTms0RTIVUT09>; or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

CALL TO ORDER:	Mayor	Jon Primuth
ROLL CALL:	Mayor	Jon Primuth
	Mayor Pro Tem	Evelyn G. Zneimer
	Councilmember	Jack Donovan
	Councilmember	Michael A. Cacciotti
	Councilmember	Janet Braun

PUBLIC COMMENT

CLOSED SESSION AGENDA ITEMS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

1. *Togi. v. City of South Pasadena* (LASC Case No. BC680186)
2. *Travelers, Ins. v. City of South Pasadena*
(LASC Case No. 22STCV22759)
3. *American Medical Response West v. California Department of Health Care Services, et al.*
(SSC Case No. 34-2021-80003757)
4. *Californians for Homeownership, Inc. v. City of South Pasadena* (LASC Case No. 22STCP01388)

B. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (EXPOSURE)

Government Code Section 54956.9(d)(2))

Number of Potential Cases: 1

C. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (CITY INITIATING)

Government Code Section 54956.9(d)(4))

Number of Potential Cases: 1

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **April 26, 2023**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

04/24/2023

/S/

Date

Mark Perez, Deputy City Clerk

PUBLIC COMMENT GUIDELINES

The City Council welcomes public input. Members of the public may comment on the agenda items only. Members of the public will have three minutes to address the City Council, however, the Mayor and City Council may adjust the time allotted, as needed.

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than 12:00 p.m., on the day of the City Council meeting. Correspondence received after this time will be distributed the following business day.

PLEASE NOTE: The Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to adjust public comment time limit to less than three minutes, as needed.

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

PUBLIC COMMENT**1. PUBLIC COMMENT**

Public Comment will be limited to three minutes per speaker for the agenda items only.

RECOGNITION / INTRODUCTION**2. STAFF INTRODUCTION****Public Works Department:**

David Peña, Transportation Manager

ACTION/DISCUSSION**3. STATE OF STREETS****4. APPROVAL OF A TASK ORDER WITH BUCKNAM INFRASTRUCTURE GROUP, INC. FOR PAVEMENT MANAGEMENT PROGRAM SERVICES AND GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES****Recommendation**

It is recommended that the City Council:

1. Authorize the City Manager to execute a Task Order under an existing Master On--Call Professional Services Agreement with Bucknam Infrastructure Group, Inc. (Consultant) to provide pavement, sidewalk, and curb & gutter management services and Geographic Information System (GIS) support services. The Task Order is in the amount of Ninety-Five Thousand and Eight-Hundred and Thirty-Eight Dollars (\$95,838.00), including a \$87,125.00 fee, based on the rates in the Approved Fee Schedule in Consultant's Master Agreement, and a 10% contingency of \$8,713.00;

2. Authorize expenditure of \$95,838.00 from the City’s available Public Works Administration and Engineering Professional Services Account No. 101-6010-6011-8170-000 for this work;
3. Authorize the City Manager to execute all related documents on behalf of the City.

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

April 29, 2023	Special Joint Meeting with Planning Commission (State of Housing) War Memorial Building, 435 Fair Oaks Avenue	9:00 A.M.
May 3, 2023	Special Joint Meeting with Library Board of Trustees (Library Study Session)	6:00 P.M.
May 17, 2023	Regular City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public viewing on the City’s website:

www.southpasadenaca.gov/CityCouncilMeetings2022

ACCOMMODATIONS



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

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04/20/2023	/S/	
Date		Mark Perez, Deputy City Clerk



City Council Agenda Report

ITEM NO. 4

DATE: April 26, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: H. Ted Gerber, Director of Public Works

SUBJECT: **Approval of a Task Order with Bucknam Infrastructure Group, Inc. for Pavement Management Program Services and Geographic Information System (GIS) Support Services**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute a Task Order under an existing Master On-Call Professional Services Agreement with Bucknam Infrastructure Group, Inc. (Consultant) to provide pavement, sidewalk, and curb & gutter management services and Geographic Information System (GIS) support services. The Task Order is in the amount of Ninety-Five Thousand and Eight-Hundred and Thirty-Eight Dollars (\$95,838.00), including a \$87,125.00 fee, based on the rates in the Approved Fee Schedule in Consultant's Master Agreement, and a 10% contingency of \$8,713.00;
2. Authorize expenditure of \$95,838.00 from the City's available Public Works Administration and Engineering Professional Services Account No. 101-6010-6011-8170-000 for this work; and
3. Authorize the City Manager to execute all related documents on behalf of the City.

Executive Summary

This is a task order under a Master Professional Services Agreement to contract Bucknam Infrastructure Group, Inc. to provide pavement, sidewalk, and curb & gutter management services and Geographic Information System (GIS) support services.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the City's street pavement and associated concrete curb and gutter infrastructure. Along with preparing multiple streets for repair, with work currently in various project phases, including planning, design, and the pending procurement for construction, staff are developing a planning effort for ongoing street maintenance activities. Conducting an assessment of the condition of street pavement, concrete curb and gutter, and sidewalk concrete is an essential component of that planning process. The City has conducted pavement

condition surveys previously in 2015 and 2020. These surveys generate a comprehensive report of the citywide Pavement Condition Index (PCI) for all streets, which is a condition rating that ranges from 0 to 100. The PCI is one component that should be utilized to establish a street list for capital improvements.

Analysis

On July 27, 2022, the City Council authorized the approval of multiple Master Service Agreements with professional services consultants for Public Works related on-call assignments. Bucknam Infrastructure Group, Inc. (Bucknam) is one of the consultants approved by the City Council, having submitted a proposal to provide pavement, sidewalk, and curb & gutter management services and Geographic Information System (GIS) support services. Bucknam is well qualified to complete the scope of work required. Bucknam's scope of work, under this task order, includes condition surveys for roadway/sidewalk pavement and concrete infrastructure, and the organization and analysis of the data in a GIS based online database, maintenance and budgetary analysis, reports to assist with the City's transportation program compliance needs, development of reports and maps, and utilization of Bucknam's mapping web portal, and additional GIS service to assist with the integration of other City infrastructure assets into the GIS application.

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

Fiscal Impact

Adequate funding of \$95,838.00 for this task order is available in the FY 2022-23 adopted budget for Public Works Administration and Engineering Professional Services Account No. 101-6010-6011-8170-000.

Key Performance Indicators and Strategic Plan

This item is in line with the department's KPIs to track repair and replacement of City's damaged asphalt, sidewalks, curbs, and gutters.

Commission Review and Recommendation

This proposed work has been discussed with the Mobility and Transportation Infrastructure Commission during the March 21, 2023 Commission Meeting.

Attachment

Task Order and Executed Master On-Call Professional Services Agreement with Bucknam Infrastructure Group, Inc.

ATTACHMENT

Task Order and Executed Master On-Call Professional Services Agreement with Bucknam Infrastructure Group, Inc.

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EXHIBIT C

TASK ORDER NO. BNIG9203-001

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-114)

This Task Order No. **BNIG9203-001** (“Task Order”) is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and **Bucknam Infrastructure Group, Inc.** ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement (“Agreement”) dated **January 17, 2023** by which the Consultant agreed to perform **Pavement, Sidewalk, and Curb & Gutter Management and Geographic Information System (GIS) Support Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:

South Pasadena Pavement Management Program and Survey, and Geographic Information System Services

Pavement, sidewalk, and curb and gutter assessment of South Pasadena City streets and right-of-ways, including field surveying, database development, Geographic Information System work, repair recommendations and estimates, and other program support.

Task 001 – Pavement, Sidewalk, Curb, & Gutter Management:

- a. Project Kickoff:
 - Discuss and review in detail the expectations of the tasks, METRO compliance, technical approach, section ID / GIS management & surveys, district/quadrant maintenance, software upgrades & use, scope of work and the review of schedule.
 - Review and assessment of the existing pavement plan/data; its use, and survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels, implementation and desired service levels.
 - Provide meeting minutes and project schedule.
- b. Project Status Meetings and Quality Control:
 - Hold field and status meetings as needed, at a minimum of 35%, 65%, and

100% completion milestones.

- Utilize statistical sampling approach for measuring the quality of field technician's work. Ten (10) percent (6.9 miles out of 68.8 miles) of the original surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys.
 - Verify field crews' work in a 'blind study' fashion. Quality control checks will be performed at the end of each survey week, ensuring that all field personnel are properly collecting distresses and pavement quantities for all street segments.
 - Collect distress information utilizing field tablet devices, connecting to the South Pasadena PMP database live. Perform several quality control tests within the pavement management software using a sample set of the City of South Pasadena's street distress data, ensuring system and analysis settings, as well as City recommendations and standards, are being followed.
 - Provide Quality Assurance and Quality Control (QA/QC) Plan in accordance with ASTM D6433-20 walking requirements.
- c. Project Status Deliverables:
- Provide monthly progress/budget status reports and weekly workflow updates.
- d. Work Flow / Project Schedule:
- Control project and team member scheduling, including three field technicians.
- e. Update Pavement Management Plan Work History and Segmentation Verification
- Gather a complete listing of all major work (overlay, slurry, etc.) from the City to update specific section work histories and Pavement Condition Index (PCI) ratings.
 - Review all maintenance and rehabilitation projects completed and/or scheduled by the City since the prior PMP update; this will include work history updates on arterial, collectors and locals.
 - Ensure that all pavement segmentation, metrics and GIS links are matching between MicroPAVER and MyRoads™, if applicable, and the City's GIS and provided roadway records.
 - Assess, update, and ensure consistent and accurate section linear footage between the PMP and GIS. Verify/create the one-to-one match for all publicly maintained streets. Furthermore, new street sections as directed by the City will be entered into the PMP and linked to the GIS.
 - Provide deliverables including a Work History update and Citywide PMP GIS Link verification.
- f. Pavement Condition Survey (approx. 68.8 miles)
- Conduct a Citywide Pavement Condition Survey for the City's approximately 68.8 miles of streets.

- Verify that all Local segmentation is up-to-date and that section area quantities are verified, accurate and reliable. This will be completed by utilizing the Bucknam-Fusco cloud-based learning technology (AI) to correctly quantify square footages for each pavement section.
- Obtain the necessary quality control measurements for all South Pasadena Local PMP segments and perform segment area variance reports, creating more accurate total centerline / square footage of the PMP network and each unique pavement segments.
- Review/assess new and/or missing streets previously excluded from the last PMP update and create the necessary segmentation within the PMP database and GIS links.
- Conduct pavement condition inspection of approximately 68.8 of Arterial and Local mile, after assessing and verifying pavement segmentation. Ensure that all Master Plan of Arterial Highways (MPAH) routes are surveyed and up-to-date for METRO compliance.
- Survey methodology will include all sections are surveyed through “two-pass test” walking methodologies. Collect Asphalt concrete (AC) / Portland Cement Concrete (PCC) distress types based upon actual surface conditions and physical characteristics of the segment, utilizing a minimum of 20% sample extent for every section’s inspection, the minimum 20% of the total section area and will be 2,500 square feet +/- 1,000 square feet in size.
- Conduct surveying methods consistent with ASTM D6433-20 & the Army Corp of Engineers AC/PCC sampling guidelines and current City requirements, utilizing the City’s GIS centerline live in the field to reduce survey times and project schedules.
- Use of MicroPAVER-Tablet units allows the collection of pavement data with the City of South Pasadena’s MicroPAVER database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.
- Update the following Field Attribute Data through the Roadway Verification Survey:
 - i. From/to, indicating the assigned limits of the section, sample test areas, street name, and street codification (i.e. truck route, school zone, maintenance district).
 - ii. Street ranking indicating local, alley, arterial, collector, number of lanes, and surface type.
 - iii. Street segmentation implemented continuously from west to east and south to north. Any modification or changes to any street segment will be approved with City staff.
 - iv. Historical PCI tracking from previous inspections.
 - v. Segment quantities, indicating the length, width, and total true area of

the section.

- vi. Presence of curb & gutter / sidewalk.
- Observe the following Conditional Data through Roadway Verification:
 - i. MicroPAVER AC & PCC distresses by type, severity and sample area.
 - ii. PCI ratings (0-100), taking into account the surface condition, level of distress.
 - iii. Observations of standing water.
 - iv. Traffic volumes (Average Daily Traffic, if available).
- Provide a field demonstration of the rating process.
- Generate 30%, 60%, and 100% status PCI Reports for City staff review.
- Enter pavement data into the City's software and the final database, and generate a Pavement Condition Index (PCI) Report signed and sealed by a registered engineer, including:
 - i. PCI Variance report comparing previous to current PCI's.
 - ii. Street centerline miles, lane miles, and pavement area reported as an entire network and reported by functional classification (arterial, collector, local, & alley).
 - iii. Current street network Pavement Condition Index ratings reported as an entire network and reported by functional classification (arterial, collector, local, & alley).
 - iv. Pavement segment tabular listing for the entire street network sorted by PCI (worst to best) and sorted alphabetically.
 - v. Creation of pavement performance curves and definitions for maintenance strategies, decision tree models and pavement life-cycle analysis
 - vi. PCI report will be signed and sealed by our registered engineer
- g. Sidewalk / Curb & Gutter (C&G) GIS Layer Build / Verifications
 - Update/verify the previously created Sidewalk GIS layer that represents where known sidewalk locations exist (polyline based), including the assessment and improvement of all existing sidewalk GIS work.
 - Utilize the City's available pavement segmentation data, within the South Pasadena MicroPAVER PMP, to improve upon the sidewalk segmentation, unique sidewalk ID, survey limits and schedule data.
 - Utilize additional data such as the City's GIS centerline, aerial imagery and other viable data to assist field operations.
 - Improve the Sidewalk Management Program (SMP) database, by digitizing new sidewalk locations through ArcGIS Desktop utilizing available aerial imagery, completed street improvement plans and digital roadway imagery.

- Collect sidewalk distress data through the use of mobile GPS hand-held units, providing a XY coordinates for all distress locations, recording record inventory and inspection data through the use of enhanced ESRI GIS Collector units.
- Establish prior to survey what defines sidewalk displacement/trip hazards for potential maintenance and repair, categorizing locations with low, medium or high deficiency ratings as defined with City staff.
- Identify/improve curb & gutter locations.
- Provide deliverables including the definition of the South Pasadena Sidewalk Section network, inventory attributes, and GIS data integration plan.

h. Development of Sidewalk and C&G Maintenance Database

- Collect sidewalk inspection data utilizing these typical layers and attributes:
 - i. Sidewalk Maintenance Distresses GIS Layer.
 - ii. House Number – House number closest to distress, if applicable.
 - iii. Street Name – Street Name.
 - iv. Surface Type – i.e. AC, Brick, Paver, PCC.
 - v. Distress Type – i.e. linear cracking, divided slab, buckled Slab.
 - vi. Distress Material Location – sidewalk, C&G, ramp.
 - vii. Height of displacement (Distress Deficiency) – i.e. 1/4” to 1”, 1” to 2”, 2” or higher.
 - viii. Deficiency ranges – Defined by City.
 - ix. Sensitive Location – Schools, Parks, City Facilities, etc. Locations to be determined by City Staff.
 - x. Tree – If distress is caused by a tree.
 - xi. Utility Box – If utility box is affected by sidewalk distress.
 - xii. Slope over 5:1 – Yes/No for sidewalk locations over a 5:1 slope ratio.
 - xiii. Length – Length of distress, if applicable.
 - xiv. Width – Width of distress, if applicable.
 - xv. Area (Sq. Ft) – Area of distress, if applicable.
 - xvi. Cracks within slab with ½” separation to be noted.
 - xvii. Construction Site – If distress is on a construction site.
 - xviii. Recommended Work – i.e. Grind, Ramp, Replace, etc.
 - xix. MicroPAVER ID – Unique ID that corresponds with PMP Street GIS Layer.
 - xx. Field notes (if applicable) and inspection date associated with distress priority location.

- xxi. Comments – Field for any necessary comments about the distress.
 - Identify C&G inspection data layers and attributes with the City.
 - Finalize each GIS layer’s attributes with the City staff before beginning the survey process.
 - Deliver all GIS data in the City’s preferred GIS format.
 - Perform all sidewalk data collection/condition assessment through the use of mobile GPS driven hand-held technologies and personal computers.
 - Publish collected sidewalk GIS data into the City’s existing GIS System for field use, data analysis, reporting and management.
- i. Sidewalk / Curb & Gutter (C&G) Condition Survey (approx. 86 miles)
- Perform the inspection of approximately 86 miles of sidewalk/curb & gutter segments, once the street/pavement segmentation has been assessed and verified, utilizing the following survey methodology, once reviewed and accepted by the City:
 - i. Collect distress data as defined in Task 1.h for the citywide sidewalk survey (86 miles).
 - ii. Collect distress data, including ratings, as defined by the City for the citywide C&G survey.
 - iii. Rating 1 – (Fair), Locations that have a condition of Fair to Good or where the problem is not a safety hazard, typically including trip, separation, spalling, raised/depressed slab distress areas that are 1/4" to 1" in occurrence.
 - iv. Rating 2 – (Poor), Locations that have a condition of Poor or any location which the field technician considers to be an immediate serious safety concern, typically including trip, separation, spalling, raised/depressed slab distress areas that are 1" to 2" in occurrence.
 - v. Rating 3 – (Very Poor), Locations that have a condition of Very Poor or where the field technician determines that a problem is not an immediate safety concern, typically including trip, separation, spalling, raised/depressed slab distress areas that are 2" or greater in occurrence;
 - vi. Rating 4– for “vicinity of a sensitive location” (i.e. schools, churches, hospitals, senior housing, city facilities, parks, commercial centers, etc.) where pedestrian traffic is high and the City has a vested interest in lowering tripping hazards, where this rating can be given for any deficiency location; placing priority onto the location needing repair due to the pedestrian activity at the site.
 - Use of mobile GPS Handheld/Tablet units allows the collection of pavement data with the City of South Pasadena’s database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.

- Generate 30%, 60%, and 100% Sidewalk Distress Reports for City staff review, including:
 - i. Identification of all street segments in a continuous manner (West to East and South to North).
 - ii. Sidewalk locations identified within street segments.
 - iii. GIS maps identifying sidewalk displacement locations.
 - iv. Sidewalk Maintenance & Repair recommendation map.
- j. Maintenance & CIP / Budgetary Analysis
 - Assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible with City staff input.
 - Conduct a historical and prospective analysis on the conditional and financial impact the City’s current AC & PCC applications, Geotech reports, and other maintenance practices have on the pavement network.
 - Present results and recommendations to City staff based on fiscal and deterioration analysis, and incorporate into the projected five-year CIP/maintenance programs.
 - Establish/update a maintenance “decision tree” that will be used to generate pavement recommendations that match current fiscal year maintenance approaches/City practices.
 - Assess/update the unique and individual PCI ranges and deterioration curves within MicroPAVER based on functional class (i.e. arterial, collector, local) and age. Review South Pasadena’s deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class. Modify the curves based on current pavement conditions.
 - Review rehabilitation and reconstruction (R&R), localized maintenance, slurry seals, and various overlay types, the expected improvement in pavement condition, the life-cycle extension that would result and the unit costs for maintenance.
 - Integrate maintenance practices/unit costs into MicroPAVER and derive the most recent construction bids for pavement rehabilitation, accounting for inflation rates when long-term revenues projections are made. Work closely with City in defining repair and rehabilitation strategies during each fiscal year and within each zone defined by the City. Generate the five-year forecasted maintenance schedule once the repair/rehabilitation strategies have been defined.
 - Identify the recommended budget scenarios on the basis of several criteria:
 - i. Assessment and review of the City’s Pavement CIP.
 - ii. Present pavement conditions, desired levels of service, and available resources.
 - iii. Present sidewalk and C&G conditions, desired levels of service, and

available resources.

- iv. Projected / forecasted PCI's per section.
 - v. Cost benefit of individual strategies (e.g. maintain PCI in three-years, etc.)
 - vi. Scheduling with the City's major CIP projects (water, sewer, etc.).
 - vii. Budgetary recommendations that satisfy Metro guidelines.
 - viii. Future routine maintenance needs based on projected deterioration rates.
 - ix. Maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis.
- Generate a working "draft" Final Report for City staff to review, including an executive summary, PCI Report, as well as draft budgetary findings and recommendations – providing two copies.

k. Citywide CIP / METRO Compliance Reports

- Provide a final report, prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed, that provides the following information:
 - i. Current inventory and pavement conditions indices (PCI) for all road classes.
 - ii. Projected annual rehabilitation programs for street maintenance for a five-year period (ARTERIAL and LOCAL Forecast Maintenance Reports) that demonstrate the largest return on investment and acceptable levels of service.
 - iii. Modeling and comparison of budget scenarios, including Current / Actual budget 5-year projection; Identification of annual funding to maintain current PCI after 5-years; Increase current PCI within 5-years; and Gradual, Frontloaded, Constrained and Unlimited funding analysis.
 - iv. Strategies and recommendations for the City's maintenance programs and procedures, including a preventative maintenance schedule.
 - v. Supporting documentation required by METRO.
 - vi. A detailed breakdown of deferred maintenance (backlog).
- Provide a presentation of the results from the PMP update to City personnel and City Council.
- Review all completed data and prepare and sign a final report incorporating the results of our pavement evaluation and conditions.
- Provide engineered recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

- Provide deliverable of three (3) bound copies of the Final Pavement PMP Report (plus one original signed by CA Registered Engineer,), in binder and in electronic form (.pdf). Provide one (1) DVD copy that includes all final reporting documents, MicroPAVER .e70 PMP database and GIS files.
- l. PMP Mapping and GIS Update
- Update and publish a Pavement-GIS link between MicroPAVER data and the City's GIS system, utilizing the City's existing PMP-GIS shapefile as a starting point for updating the layer.
 - Utilize the unique segment ID's within the PMP and the City's ESRI street shapefile ID's, and update/verify a one-to-one match for each pavement section in the GIS.
 - Update the PMP-GIS layer with all final PCI data, incorporating the following maps into the City's Final PMP report:
 - i. PCI values for every section.
 - ii. Work History identifications.
 - iii. Five-year Arterial / Local Rehabilitation and Slurry Seal Programs.
 - iv. Functional classification maps.
 - Coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise/ArcGIS Online/Google Earth (.kmz).
 - Provide deliverable of complete ESRI GIS files/.kmz format (shapefiles).
- m. South Pasadena MyRoads™ PMP Web-Portal. Provide access and training for the MyRoads™ PMP Web-Portal 'dashboard' which allows users to:
- Toggle through individual sections via GIS mapping selections, zone queries, rank selection, PCI ranges, etc., and the ability to review all section metrics, latest/previous inspections, and work histories.
 - Generate filtered PCI reports and identify potential maintenance costs based upon needs.
 - Sidewalk and Curb & Gutter data will also be available within the South Pasadena MyRoads™ and ArcGIS Online software applications.
 - Query specific pavement segment(s) to view current/historic PCI, work history inspection.
 - Filter pavement sections within a defined zone, PCI range and/or functional class.
 - Select a pavement section or grouping of section through the on-board GIS tool.
 - Enter slurry, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI.
 - Display critical street / sidewalk / right-of-way assets along pavement section(s)

that are critical to engineering bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.).

- Displays all final GIS project maps (PCI, work history, five-year forecasted maintenance, etc.)

n. Project reimbursables include mileage, printing, and materials.

Task 002 – On-Call Geographic Information System (GIS) Support Services:

a. Provide as-needed GIS Services under the direction of the Public Works Director or delegated City staff member:

- Provide As-Needed GIS services, customized solutions for special projects, GIS staff augmentation, and support of City ESRI ArcGIS solution and the on-going management of City ESRI ArcGIS Online account.
- Maintain and edit GIS datasets/layers, maintaining data accuracy.
- Create new datasets and GIS maps, create, update and print GIS maps.
- Assist City with in-house production of map documents.
- Advise the City on matters relating to GIS projects/software.
- Maintain and keep records of GIS-related software and software licenses.
- Create, customize and maintain GIS related web pages and databases.
- Work with LA County to acquire GIS and Assessor updates.
- Print large format maps.
- Obtain GIS data as-needed from other sources.
- Provide GIS technical assistance and training to staff.
- Establish common goals, program objectives, project priorities, and strategic plans.
- Provide access, search, and reporting solutions for Assessor data.
- Establishment of GIS priorities and scheduling for GIS projects.
- Routinely receive, assess, and publish updated LA County Assessor Address/Ownership data to ArcGIS Online.
- Coordination of training opportunities and technical support required to utilize new GIS software and datasets
- Preparation of budget needs / reports relating to the South Pasadena GIS.

b. Provide as-requested GIS Deliverables:

- Collection, assessment, and publishing of Public Works GIS data, including but not limited to City GIS requests, special project maps, council presentation maps, City Department data, Public Works data, utility data (water, electrical,

communications, etc.), Community Services data, Community Development data, sewer and storm utilities mapping, planning, Parcel/APN Updates, Code Enforcement requests, Traffic Management studies, Pavement Management, Record Retention/Scanning, Public Works document linking.

- Assessment / summary report of key GIS projects.
- Project prioritizations for City staff review and approval.
- Project schedules for GIS projects.
- Technical memoranda developed from the review of available South Pasadena GIS data and software / GIS management methodologies
- Identification of all available South Pasadena GIS data (sourced by the City and/or County).
- General findings regarding data quality, quantity, usefulness and application.
- Recommendations for the City cloud-based GIS program.
- Data dictionaries and organizations of classes, features, shape files, data sources, etc.
- Data schema and server side file network mapping.

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

Peter Bucknam
Bucknam Infrastructure Group, Inc.
3548 Seagate Way, Suite 230
Oceanside, CA 92056
Telephone: (760) 216-6529
Email: peter@bucknam-inc.com

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

Task 1 scope items listed in this task order shall be completed within twelve (12) weeks from the execution of this task order and upon receiving requested information from the City.

Task 2 scope items for as-needed services shall be completed as directed by the Public Works Director or delegated City staff member through the term of the Master Services Agreement.

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule, attached as Exhibit B to the Master Agreement. The total cost of this project is to be no more than **Ninety-Five Thousand, Eight Hundred and Thirty-Eight**

Dollars (\$95,838.00), including a **\$87,125.00** fee, based on the rates in the Approved Fee Schedule in the Master Agreement, and a 10% contingency of **\$8,713.00**. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

Table 1 of 2: Bucknam Infrastructure Group, Inc. Tasks and Assigned Personnel with Hourly Rates (\$ / hr)									
Task	Principal \$295.00	GIS Project Manager \$195.00	GIS Manager \$150.00	GIS Analyst \$140.00	Field Technician \$98.00	Clerical / Word Processing \$85.00	Sub-Consultants (See Table 2)	Materials & Reimbursables (As Described in Scope)	Task Fee
001.a	-	1 hr \$195.00	-	-	1 hr \$98.00	-	-	-	\$ 293.00
001.b	1 hr \$295.00	2 hrs \$390.00	1 hr \$150.00	-	16 hrs \$1,568.00	-	-	-	\$ 2,403.00
001.c	-	2 hrs \$390.00	-	-	-	1 hr \$85.00	-	-	\$ 475.00
001.d	-	2 hrs \$390.00	-	-	4 hrs \$392.00	-	-	-	\$ 782.00
001.e	-	1 hrs \$195.00	-	-	12 hrs \$1,176.00	-	-	-	\$ 1,371.00
001.f	-	3 hrs \$585.00	2 hrs \$300.00	-	92 hrs \$9,016.00	-	-	-	\$ 9,901.00
001.g	-	2 hrs \$390.00	6 hrs \$900.00	-	8 hrs \$784.00	-	-	-	\$ 2,074.00
001.h	-	2 hrs \$390.00	5 hrs \$750.00	-	8 hrs \$784.00	-	-	-	\$ 1924.00
001.i	-	8 hrs \$1,560.00	4 hrs \$600.00	-	140 hrs \$13,720.00	-	-	-	\$ 15,880.00
001.j	-	4 hrs \$780.00	-	-	-	-	-	-	\$ 780.00
001.k	1 hr \$295.00	34 hrs \$6,630.00	4 hrs \$600.00	-	-	1 hr \$85.00	-	-	\$ 7,610.00
001.l	-	2 hrs \$390.00	12 hrs \$1,800.00	-	-	-	-	-	\$ 2,582.00
001.m	-	-	-	-	-	-	-	\$900.00	\$ 900.00
001.n	-	-	-	-	-	-	-	\$4,150.00	\$ 4,150.00
002.a-b	-	15 hrs \$2,925.00	20 hrs \$3,000.00	180 hrs \$25,200.00	-	-	\$4,875.00	-	\$36,000.00
Total	2 hrs \$590.00	78 hrs \$15,210.00	54 hrs \$8,100.00	180 hrs \$25,200.00	285 hrs \$27,930.00	2 hrs \$170.00	\$4,875.00	\$5,050.00	\$87,125.00

Table 2 of 2: Sub-Consultant Tasks and Assigned Personnel with Hourly Rates (\$ / hr)			
Task	Fusco Engineering, Inc. Geospatial Technology Manager	Fusco Engineering, Inc. GIS Analyst	Sub-consultant Subtotal
	\$220.00	\$175.00	
002.a-b	15 hrs \$3,000.00	9 hrs \$1,575.00	\$4,875.00
Total	\$3,000.00	\$1,575.00	\$4,875.00

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

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

“City”
City of South Pasadena

“Consultant”
Bucknam Infrastructure Group, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

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

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant:
 - **Pavement, Sidewalk, and Curb & Gutter Management**
 - **Geographic Information System (GIS) Support Services**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Exhibit A. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim

milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.5. “Commencement Date”: **January 17, 2023.**
- 3.6. “Termination Date”: **June 30, 2025**

4. TERM

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

5. IDENTIFICATION OF PROJECTS

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

6. CONSULTANT’S DUTIES

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

- 6.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 6.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Task Order. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Peter Bucknam** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 6.8. **Substitution of Personnel.** Any persons named in the proposal or Task Order constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 6.9. **Unauthorized Delay.** Contractor shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator.

- 6.10. **Unforeseeable Delay.** Contractor shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.
- 6.11. **Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Contractor in an acceptable manner at its own expense. Defective work shall not entitle Contractor to any additional compensation beyond the Maximum Amount.
- 6.12. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 6.13. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 6.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7. SUBCONTRACTING

- 7.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to any Task Order. Contractor is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.
- 7.4. **Identification in Fee Schedule.** All 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.
- 7.5. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

8. COMPENSATION

- 8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount stated in the specific Task Order issued for performance of work. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing in the Task Order. Task Orders over \$25,000 shall not be effective unless approved by the City Council.
- 8.2. **Retention.** City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount

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

- 8.3. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 8.4. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 8.5. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 8.6. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Consultant shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.
- 8.7. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.8. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

9. PREVAILING WAGES

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

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

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

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

12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 12.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 12.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 12.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.
- 12.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

13. INSURANCE

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

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

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

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

- Professional Liability Insurance: \$2,000,000 per occurrence,
 \$2,000,000 aggregate

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

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

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

- 13.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** If the Contractor is performing any surveying, engineering, architectural, or other design work for the project, Contractor shall provide proof of Professional Liability insurance in the amounts described above. The deductible or self-insured retention may not exceed \$50,000, unless written approval is granted by the City for another amount. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 13.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- 13.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 13.11. **Notices.** 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: Risk Management, 1414 Mission Street, South Pasadena, CA 91030. Phone: (626) 403-7230.
- 13.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 13.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 13.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

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

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

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

14. MUTUAL COOPERATION

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

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

15. NOTICES

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

If to City

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

If to Consultant

Peter Bucknam
Bucknam Infrastructure Group, Inc.
3548 Seagate Way, Suite 230
Oceanside, CA 92056
Telephone: (760) 216-6529

With courtesy copy to:

Andrew L. Jared
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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. INTERPRETATION OF AGREEMENT

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

- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage 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.

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

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

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


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

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

“City”
City of South Pasadena

“Consultant”
Bucknam Infrastructure Group, Inc.

By: 
Signature

By: 
Signature

Printed: Armine Chaparyan

Printed: PETER BUCKNAM

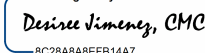
Title: City Manager

Title: PRESIDENT

Date: 2/13/2023

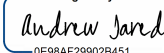
Date: 1-24-23

Attest:

By: 
Desiree Jimenez, Chief City Clerk

Date: 2/14/2023

Approved as to form:

By: 
Andrew Jared, City Attorney

Date: 2/10/2023

EXHIBIT A

“Scope of Services”

Consultant: **Bucknam Infrastructure Group, Inc.**

Sub-Consultants: **Fuscoe Engineering, Inc.**

Scope:

Pavement, Sidewalk, and Curb & Gutter Management

- a. Provide pavement, sidewalk, and curb & gutter assessment and data verification services, including data review, surveying, and observation of condition, distress and defects, and physical characteristics.
- b. Provide field data collection services and reporting, including but not limited to pavement, sidewalk, and curb & gutter section limits, sample test areas, street names, street ranking (local, arterial, collector, etc.), lanes numbers, surface type, current and historical Pavement Condition Index (PCI), PCI variance, segment dimensions, and observations of standing water, inverted crowns, steep streets, or other observed environmental issues, as well as associated transportation data from supporting documentation (e.g. average daily trip volumes, etc.).
- c. Provide consulting services for pavement, sidewalk, and curb & gutter database software application integration and database development.
- d. Provide assistance in the implementation of pavement, sidewalk, and curb & gutter asset management systems, geographic information systems (GIS), and training.
- e. Provide pavement, sidewalk, and curb & gutter program maintenance and budgeting recommendations, including development of cost-effective preventative maintenance, repair and rehabilitation strategies, forecasted costs, assessment and review of the City's pavement, sidewalk, and curb & gutter Capital Improvement Program (CIP), pavement, sidewalk, and curb & gutter service level, cost vs. benefit scenarios, utility project CIP synchronization (water, sewer, etc.), budgetary recommendations related to LA County Metro guidelines, and future routine maintenance needs based on projected deterioration rates.

Geographic Information Systems (GIS) Support Services

- a. Maintain and edit GIS datasets/layers.
- b. Create new datasets and GIS maps.
- c. Create, update, and print GIS maps
- d. Assist City with in house production of map documents.
- e. Advise the City on matters relating to GIS projects and software.
- f. Maintain and keep records of GIS-related software and software licenses.
- g. Create, customize, and maintain GIS related web pages.
- h. Create, customize, and maintain databases.
- i. Work with Los Angeles County to acquire GIS and Assessor updates.

- j. Print large format maps.
- k. Obtain GIS data as needed from other sources.
- l. Provide customized solutions for special projects as requested.
- m. Providing GIS technical assistance and training to staff.

EXHIBIT B

(Approved Fee Schedule)

Fee Proposal



Standard Hourly Rate Schedule

Category	Rate
Principal	\$ 295
Senior Project Manager	215
Senior Engineer / Planner	195
Construction Manager	195
Pavement Management / GIS Project Manager	195
Management Analyst	170
Project Engineer / Planner	160
Sr. Engineer / Sr. Technician / GIS Manager / Sr. Inspector	150
Assistant Engineer / Technician / GIS Analyst / Inspector	140
CADD Operator	110
Administrative Assistant	105
Field Technician	98
Clerical / Word Processing	85
Forensic Services	Quote
<u>Reimbursables</u>	
Mileage	\$0.67/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External) Rates Effective 9/1/21	Cost + 15%



BUCKNAM
INFRASTRUCTURE GROUP, INC.

3548 Seagate Way, Suite 210
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

Fusco Engineering, Inc. Rates: Geospatial Technology Manager \$220/hr
(Sub-consultant) GIS Analyst \$175/hr

EXHIBIT C

TASK ORDER NO. [NUMBER]

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

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

RECITAL

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:
[INSERT DESCRIPTION OF SPECIFIC WORK HERE OR INCLUDE ATTACHMENT TO TASK ORDER]
3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:
[INSERT NAME AND CONTACT INFORMATION OF CONSULTANT TASK ORDER ADMINISTRATOR]
4. **SCHEDULE.** Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:
[INSERT COMPLETION DATE OR SCHEDULE OF MILESTONES AS ATTACHMENT]
5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule, attached as Exhibit B to the Master Agreement. The total cost of this project is to be no more than [MAXIMUM AMOUNT], based on the rates in the Approved Fee Schedule in the Master Agreement, and the timing of such payment as stated in the Scope of Task Order.
6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

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

“City”
City of South Pasadena

“Consultant”
[COMPANY]

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

By: _____
Andrew Jared, City Attorney

Date: _____