In accordance with the Americans with Disabilities Act, persons requiring assistance or auxiliary aids in order to participate should contact the City Clerk's Office at City Hall, 13831 San Pablo Avenue, San Pablo, as soon as possible prior to the meeting. The city will give such requests primary consideration, taking into account undue financial and administrative burdens or fundamental alterations in the city service, program or activity.

NEXT RESOLUTION NUMBER 2014-064
NEXT ORDINANCE NUMBER 2014-007
NEXT LOCAL SUCCESSOR AGENCY RESOLUTION NUMBER LSA2014-010
NEXT JOINT POWERS FINANCE AUTHORITY RESOLUTION NUMBER 2014-001

SAN PABLO CITY COUNCIL MEETING AGENDA

City Hall / Council Chambers
13831 San Pablo Avenue
San Pablo, CA 94806
Telephone 510.215.3000

****

MONDAY, MAY 5, 2014

6:00 pm
(Closed Session begins at 5:15 pm)

Copies of this Agenda and non-exempt public records relating to an open session item on this agenda will be available for public view at the City Clerk's Office, 13831 San Pablo Avenue, Building 1, San Pablo. The full agenda packet may also be viewed on the city website at www.SanPabloCA.gov

Speakers wishing to address the Council on a specific agenda item should file a form with the City Clerk indicating the agenda item. The Mayor will invite you to speak at the appropriate time when the matter is being considered. If you desire to address the Council, please file your name and address with the City Clerk on forms available at the podium. We also ask that all cell phones be turned off or silenced during the meeting.

CLOSED SESSION (Council Conference Room) 5:15 pm
CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Govt. Code section 54957.6:
Agency Designated Representatives: Matt Rodriguez, Kelsey Worthy, Tina Gallegos and Kelly Sessions
Employee Organizations: Association of Intermediate Employees, Confidential Employees, Division Managers, Executive Management, Public Employees Local One, San Pablo Police Employees Association

Convene to Regular Session approximately 6:00 pm

PLEDGE OF ALLEGIANCE / ROLL CALL

ORAL COMMUNICATIONS

This is the time for comments on any item within the Council's subject matter jurisdiction, if such item is NOT listed on tonight's agenda. The Council may not engage in discussion or take action on any item that is not specifically listed on the agenda. Your item may be referred to city staff for investigation, report or placement on a future agenda. Persons addressing the Council are required to limit their remarks to three (3) minutes unless an extension or decrease of time is ordered. Please file your name and address with the City Clerk on forms available at the speaker's podium.

PRESENTATIONS

A. Richmond High School Update *(pages 7-10)*

B. San Pablo Library Update *(pages 11-14)*

CITY MANAGER REMARKS

CONSENT CALENDAR

All matters listed in the Consent Calendar section will be considered routine by the City Council and will be enacted by one motion. The disposition of the item is indicated. There will be no separate discussion of these items. If discussion is requested, that item will be removed from the section entitled Consent Calendar and will be considered separately.

CONSENT CALENDAR

MINUTES *(pages 15-20)*

1. Minutes of the meeting of April 21, 2014.

   RECOMMENDATION: Approve

LIABILITY CLAIMS *(pages 21-22)*

2. Liability claim of Vanessa West (DOL 12/02/13).

   RECOMMENDATION: Deny claim

PROCLAMATIONS *(pages 23-34)*

3. Requests for issuance of Proclamations from the (1) West Contra Costa Salesian Boys & Girls Club commending John and Lynne Wade as recipients of the 2014 West Contra Costa Salesian Boys & Girls Club "Don Bosco Award"; and request from (2) Community Violence Solutions recognizing April 2014 as "National Sexual Assault Awareness Month"; and (3) March 15, 2014 as "National Compassion Day."

   RECOMMENDATION: Approve

MISCELLANEOUS

Council *(pages 35-60)*

4. Resolution of the City Council of the City of San Pablo authorizing the City Manager to amend an existing contract with PMC Consulting to add $25,000 to finalize the Zoning Ordinance amendment and temporarily back-fill Planning staff.

   RECOMMENDATION: Adopt Resolution

Council *(pages 61-118)*

5. Resolution of the City Council of the City of San Pablo authorizing the City Manager to execute agreements with the Local Government Commission and Contra Costa Health Services to assist with implementation of the California Department of Transportation Environmental Justice Planning Grant to develop a Rumrill Boulevard/13th Street "Complete Streets" Corridor Mobility Plan. This plan is exempt from the California Environmental Quality Act under 15306 Information Collection, Class 6.

   RECOMMENDATION: Adopt Resolution

Council *(pages 119-122)*

6. Resolution of the City Council of the City of San Pablo authorizing a professional services agreement with Pacific Coast Well & Pump, Inc. for the installation of two (2) above-ground storage tanks for the irrigation of Davis Park; with respect to the California Environmental Quality Act (CEQA) Guidelines, this project is categorically exempt.

   RECOMMENDATION: Adopt Resolution

Council *(pages 123-128)*

7. Resolution of the City Council of the City of San Pablo authorizing $480 table sponsorship for the Rotary Club of San Pablo's "A Night in Tuscany" fundraising event on Friday, May 9, 2014.

   RECOMMENDATION: Adopt Resolution

Council *(pages 129-134)*

8. Resolution of the City Council of the City of San Pablo authorizing fee waiver for use of Maple Hall for a memorial ceremony held on Saturday, May 31, 2014 for. Mary Parker who served on both the San Pablo Safety Commission and the San Pablo Advisory Committee on Aging.

   RECOMMENDATION: Adopt Resolution

Council *(pages 135-150)*

9. Resolution of the City Council of the City of San Pablo authorizing Amendment #1 to the agreement with Bellecci & Associates for professional services for the El Portal Drive (West) Rule 20A Undergrounding Project (PW 384); with respect to the California Environmental Quality Act (CEQA) guidelines, the project is categorically exempt.

   RECOMMENDATION: Adopt Resolution

Council *(pages 151-270)*

10. Resolution of the City Council of the City of San Pablo authorizing (1) Amendment #1 to the agreement with Harris & Associates, and (2) an agreement with Swinerton Management & Consulting for professional services for staff augmentation.

    RECOMMENDATION: Adopt Resolution

Council *(pages 271-276)*

11. Resolution of the City Council of the City of San Pablo (1) authorizing an expenditure in the amount of up to $45,000 for the All-American City Award Conference registration, travel, lodging and presentation materials; and (2) establishing an All-America City Ad-Hoc Subcommittee.

    RECOMMENDATION: Adopt Resolution

CITY COUNCIL AUTHORIZATION

Council *(pages 277-280)*

12. City Council authorization to sponsor a community film series "Designing Healthy Communities" regarding the impact of our built environment on public health.

    RECOMMENDATION: Authorize Planning Commission to co-host film series

*** * * END OF CONSENT CALENDAR * * ***

ORDINANCES

Council *(pages 281-296)*

13. Second reading of an Ordinance of the City Council of the City of San Pablo imposing a transactions and use tax for emergency medical services to be administered by the State Board of Equalization.

    RECOMMENDATION: Waive second reading; adopt Ordinance; subject to approval by electorate

Council *(pages 297-306)*

14. Second reading of an Ordinance of the City Council of the City of San Pablo amending Section 8.02.020 of the San Pablo Municipal Code to declare as a public nuisance the cultivation of marijuana.

    RECOMMENDATION: Waive second reading; adopt Ordinance

MAYOR AND CITY COUNCIL ASSIGNMENTS REPORTS: (Approved by Resolutions 2014-015; 2014-016)
Informational reports from Councilmember representatives to the following committees, commissions and organizations; **brief reports on meetings attended at the expense of the City or Agency, as required by Government Code section 53232.3(d) (AB 1234);** and other reports regarding items of general interest to the City Council. The City Council may take action on other items of interest that are specifically agendized herein:

(a) **Mayor Paul V. Morris**
Memberships: Contra Costa Mayors' Conference (Primary); West County Mayors' Association (Primary); League of California Cities/Public Safety Policy Committee; West County Integrated Waste Management Authority (Alternate)
Ad-Hoc Subcommittees: Casino San Pablo/MSA; Community Grants; Legislative, Inter-governmental & Policy Affairs; Public Safety; Youth Services

(b) **Vice Mayor Kathy Chao Rothberg**
Memberships: League of California Cities/East Bay League Division; SPEDC Board of Directors; West County Mayors' Association (Alternate)
Ad-Hoc Subcommittees: Casino San Pablo/MSA; Economic Development & Environmental Planning/Quality; Human and Social Services

(c) **Councilmember Rich Kinney**
Memberships: Association of Bay Area Governments (ABAG); League of California Cities/Housing, Community and Economic Development Policy Committee
Ad-Hoc Subcommittees: Budget, Fiscal and Operational Services; Legislative, Inter-governmental and Policy Affairs

(d) **Councilmember Cecilia Valdez**
Memberships: League of California Cities/East Bay League Division (Alternate) San Pablo Oversight Board; Sister City Committee (Alternative); West County Integrated Waste Management Authority (Primary); West Contra Costa Transportation Advisory Committee;
Ad-Hoc Subcommittees: Budget, Fiscal and Operational Services; Community Grants

(e) **Genoveva Garcia Calloway**
Memberships: Association of Bay Area Governments (Alternate); SPEDC Board of Directors; Sister City Committee; West Contra Costa Transportation Advisory Committee (Alternate)
Ad- Hoc Subcommittees: Human and Social Services; Public Safety; Youth Services

ADJOURNMENT

Adjourn to Monday, May 19, 2014 at 6:00 pm.

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GENERAL SCHOOL INFORMATION

GRADUATION RATE

2013	92.7%	322 out of 347
2012	73.5%	261 out of 355
2011	92.8%	349 out of 376

Percentage of College Going Seniors

4-Year College	31%	98 out of 314
2-Year College	61%	192 out of 314

ENROLLMENT

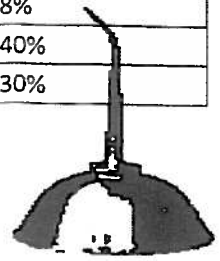
Average Number of Students	1500
Number of classes students take	6

ETHNICITY

African American	6%
Asian	5%
Filipino	2%
Hispanic	85%
White	2%
Other	.2%

SPECIAL PROGRAMS

RSP Students	5%
NSH Students	4%
SH Students	.8%
Gate Students	8%
EL Students	40%
FEP students	30%



ATTENDANCE AVERAGE

2012-2013 95.2%

SAFETY

	10-11	11-12	12-13
Students	**1599**	**1581**	**1597**
Suspensions	32%	61%	23.9%
Expulsions	.24%	.63%	.3%

07

SCHOOL GOALS TO IMPROVE:

- Increase/improve the number of students meeting the A-G requirements.
- Increase/improve student ability to express analytical thought through writing in all content areas.
- Increase/improve the CAHSEE pass rate for all students.
- Increase/improve the number of students who are on time to all classes.
- Improve the cleanliness of the campus.
- Increase/improve the number of ninth graders earning 55 credits during their freshman year.

EXPECTED LEARNING RESULTS

All students will be prepared for:

COLLEGE:

- Master effective study habits
- Complete rigorous A-G work
- Read, watch, and listen critically
- Recognize diverse points of view in media

CAREER:

- Master effective work habits
- Set and follow long-term goals
- Manage conflict and stress
- Work effectively and fairly in diverse groups

CITINZENSHIP:

- Behave with respect toward all
- Understand how food, exercise, safety and choices affect the health of one's self and community
- Advocate for success of self, family, and Community

RICHMOND HIGH SCHOOL

RICHMOND
HIGH SCHOOL
2014-15

Home of the Oilers!

1250 23RD Street - Richmond, California 94804
510-237-8770 - Fax: 510-235-0316
www.wccusd.net

José A. De León, Principal
William McGee, Assistant Principal
Summerlyn Sigler, Assistant Principal
Edel Alejandre, Counselor
Margaret McGuire, Counselor

Western Association of Schools and Colleges
Accredited through June 30, 2015

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

STUDENT LIFE

CLUBS:

Changes from year to year

Alma Latina
Bboy/Break
Book Club
Bibliophiles
Black Student Union
Christian Club
Creative Writing
Dead Roses
Dance
Game Goofs
Glee Club
Ground Zero
Imagine That
JSA
KIWINS
MESA
Mock Trial
Music Club
Honor Society
Photography Club
Red Cross
Richmond Flow
Robotics
Rock Monster
Roots Speak
SHPE
Skate Club
Stepping Club
Street Soldiers
Youth Media
Youth Together
Zumba

SPORTS

Fall Sports:
Football
Girls Volleyball
Girls Tennis

Winter Sports:
Boys Basketball
Girls Basketball
Boys Soccer
Girls Soccer

Spring Sports:
Badminton
Boys Tennis
Boys Volleyball
Swimming
Track and Field

SCHOOL ORGANIZATION

STAFF

3 Administrators and 2 Counselors
1 Teacher Coach and 1 Technology Technician
1 Librarian and 1 College and Career Coordinator
67 Teachers
1 Bilingual Community Worker and 1 Bilingual Aide
7 Clerical and 8 Special Education Aides
2 School Safety officers and 4 Site Supervisors
6 Custodial and 5 Cafeteria

DECISION MAKING GROUPS

School Site Council
Management Team
Instructional Leadership Team
Linked Learning Lead Teachers
Department Leads
English learner Advisory Committee

SPECIAL FEATURES

THIS IS A LINKED LEARNING SCHOOL --a school that prepares students not only for college but the real world.

College and Career Center: Open from 10:00 a.m. to 6:00 p.m., counselors from many agencies are available.

Programs for Language Learners
Bilingual Classes in Spanish for newcomers to the country
Progressive EL program to help students gain English proficiency
Health Center: mental health, clinical, and dental available to all students, but priority for students on MediCal.

Weekly Parent Meetings: Wednesday for English speaking parents; Friday for Spanish speaking parents.

ACADEMIES

When a student enters RHS he/she selects an Academy so that by graduation the student has knowledge needed to pursue a career course in college or the work force. All course work will meet A-G requirements. Students may select from one of 5 academies:

Creating and Performing Arts (CAPA): This academy is for those students who are interested in the creative, visual and performing arts. Elective strands focus on Art, Music, Dance, and Theater

Engineering Partnership Academy (EPA) This academy focuses on preparing our students for careers in the areas of Engineering Technology and its supporting sciences. Students are provided integrated, project-based curriculum to explore careers in industry and related fields of engineering.

Health Academy: This academy is for students interested in medical fields and healing the world. Students learn what people do in the health industry: nursing first ad, fields of medicine.

Law: Students learn how the law works, how to collect and use evidence (CSI), how to write laws, how to win arguments, and much more. Students work with lawyers, judges, clerks, investigators, police officers, politicians and other professionals.

Multi Media: This academy prepares students for college or further training in a trade school for careers in any of the digital medias, including web design, video, art, digital art, advertising, radio, television, film, animation, gaming, and photography.

INFORMACION GENERAL

PORCION GRADUACION

2013	92.7%	322 de 347
2012	73.5%	261 de 355
2011	92.8%	349 de 376

ACCEPACION DE COLEGIOS/UNIVERSIDADES 2013

4-Año	31%	98 de 314
2-Año	61%	192 de 314

REGISTRACION

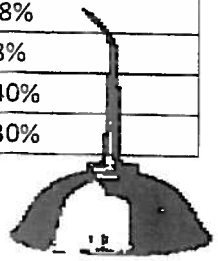
Un número promedio de estudiantes 1500
Numero de clases que los estudiantes toman 6

ETNICIDAD

Afro Americano	6%
Asiático	5%
Filipino	2%
Hispano	85%
Blanco	2%
Otro	.2%

PROGRAMAS ESPECIALES

Estudiantes RSP	5%
Estudiantes NSH	4%
Estudiantes SH	.8%
Estudiantes Gate	8%
Estudiantes EL	40%
Estudiantes FEP	30%



PROMEDIO DE ASISTENCIA

2012-2013 95%

SEGURIDAD

	10-11	**11-12**	**12-13**
Estudiantes	**1599**	**1581**	**1597**
Suspensiones	32%	61%	23.9%
Expulsiones	.24%	.63%	.3%

METAS ESCOLARES POR MEJORAR:

- Incrementar/mejorar el número de estudiantes que adquieren los requisitos A-G.
- Incrementar/mejorar la habilidad de expresarse el pensamiento analítico por medio de la escritura en todos los contenidos de sus áreas.
- Incrementar/mejorar la porción de estudiantes que aprueban El Examen de Egreso de California CAHSEE
- Incrementar/mejorar el número de estudiantes que llegan a tiempo a clases.
- Mejorar la limpieza del campo escolar.
- Incrementar/mejorar el número de estudiantes del 9no grado que obtienen 55 créditos al final de su primer año en preparatoria.

EXPECTATIVAS DE APRENDISAJE

Todos los estudiantes estarán preparados para:

COLEGIO:

- Tener Buenos hábitos de estudio
- Cumplir rigurosamente el trabajo de A-G
- Leer, ver, y escuchar críticamente.
- Reconocer diversos puntos de vista en los medios.

CARRERA:

- Tener Buenos hábitos de trabajo
- Establecer y seguir metas a largo plazo.
- Manejar estrés y conflictos
- Trabajar completamente y efectivamente con diversos grupos.

CUIDADANIA:

- Comportarse con respecto hacia todo
- Entender como la comida, el ejercicio, la seguridad y decisiones afectan la salud de uno mismos y la de la comunidad.
- Advocate for success of self, family, and Community

Escuela Preparatoria
RICHMOND
2014-15
Casa de los Aceiteros!

1250 23RD Street - Richmond, California 94804
510-237-8770 - Fax: 510-235-0316
www.wccusd.net

José A. De León, Director
William McGee, Sub-Director
Summerlyn Sigler, Sub-Director
Edel Alejandre, Consejero
Margaret McGuire, Consejero

Western Association of Schools and Colleges
Acreditada hasta el 30 de junio, 2015

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Bruce Harter, Ph.D., Superintendent

VIDA ESTUDIANTIL

CLUBS:

Changes from year to year

Alma Latina
Bboy/Break
Book Club
Bibliophiles
Black Student Union
Christian Club
Creative Writing Robotics
Dead Roses
Dance
Game Goofs
Glee Club
Ground Zero
Imagine That
JSA
KIWINS
MESA
Mock Trial
Music Club
Honor Society
Photography Club
Red Cross
Richmond Flow
Rock Monster
Roots Speak
SHPE
Skate Club
Stepping Club
Street Soldiers
Youth Media
Youth Together
Zumba

DEPORTES

<u>Deportes de otoño</u>:
Football
Voleibol de muchachos
Tenis de muchachos

<u>Deportes de invierno:</u>
Basketball de muchachos
Basketball de muchachas
Soccer de muchachos
Soccer de muchachas

<u>Deportes de Primavera:</u>
Badminton
Tenis de muchachos
Voleibol de muchachas
Natación

ORGANIZACION ESCOLAR

PERSONAL

3 Administradores y 2 consejeros académicos
1 Entrenador de maestro y 1 Técnico de tecnología
1 coordinado de Carreras y Colegio
67 Maestros y 1 bibliotecaria
1 Trabajadora Comunitaria y Asistente Bilingüe
7 secretarias y 8 asistentes de Educación Especial
2 Oficiales de Seguridad y 4 supervisores del sitio
6 Conserjes y 5 personales de la Cafetería

GRUPOS QUE HACEN DECISIONES

Comité del Consejo Escolar
Equipo de Administración
Equipo de Instrucción y liderazgo
Aprendizaje de vinculado de Maestros Lideres
Lideres Departamentales
Comité de Conserjería de Aprendices de Ingles

CARACTERISTICAS ESPECIALES

ESTA ES UNA ESCUELA CON VINCULO DE APRENDISAJE-

Una escuela que prepara a los estudiantes para el colegio/universidad si no para la vida real.

Programa para estudaintes que aprenden ingles como segundo idioma: Se ofrece un programa para estiudantes recien llegados de otros paises fura de los Estdos Unidos.

Programa Progresivo de Ingles como segundo idioma que ayuda a los estudiantes obtener el idioma ingles diestro.

Centro de Salud: Salud mental, clínica, y dental es disponible apara todos los estudiantes pero en especial a aquellos con medical.

<u>Reuniones Semanales para Padres</u>. Las reuniones para padres que hablan inglés son los miércoles en la ciudad de San Pablo de 6p.m a 9p.m. en la Estación de Policía de San Pablo.

Las reuniones para padres que dominan español solamente son los viernes de 9ª.m. a 12p.m en el campo escolar de la Preparatoria Richmond en el salón 508.

ACADEMIAS

Cuando un estudiante ingresa a la RHS él/ella selecciona una Academia para que al graduarse el estudiante tenga un conocimiento de los requisitos necesario para persuadir esos cursos en el colegio o la fuerza del trabajo. Todo el curso cumplirá con los requisitos de A-G. Los estudiantes pueden seleccionar una de las 5 academias:

Bellas Artes (CAPA): *Esta academia es para los estudiantes que están interesados en el desempeño, creatividad y arte visual, enfocándose en el Arte, Muisca, Baile y Teatro.*

Academia de Asociación de Ingeniería (EPA):

Esta academia se enfoca en preparar a los estudiantes para carreras en las áreas de Ingeniera tecnológicas y sus ciencias de apoyo.

A los estudiantes se les provee con un currículo basado en proyecto para explorar las carreras en la industria y campos relacionados de ingeniería.

Academia de Salud: Esta academia es para los estudiantes interesado en el campo médico y el mundo de curación. Los estudiantes aprenden que es lo que hace en la industria de salud; Enfermería de primeros auxilios, y los campos de medicina.

Leyes: Los estudiantes aprenden como trabaja la ley, como recoger y usar evidencia (CSI), como escribir las leyes, como ganar un argumento, y mucho más. Los estudiantes trabajan con abogados, jueces, secretarias, investigadores, oficiales de policía, político y otros profesionales.

Multmedios: Esta academia prepara a los estudiantes para el colegio o entrenamientos avanzados in escuelas técnicas de carreras en cualquier medio digital, incluyendo diseño web, video, arte, arte digital, radio, promociones, televisión, filmación, animación, gaming, y fotografía.

SAN PABLO LIBRARY

2013 Highlights

Community Services

- Healthy U Monthly Workshops for **T{w}eens** fostered active, healthy teens through a San Pablo Foundation grant supporting the Childhood Obesity Prevention campaign
- Children strengthened reading skills at the monthly "Waggin' Tales" read to a dog program
- Covered California enrollment counselors offered residents affordable health care coverage in English and Spanish
- Public computers with Internet access, an ADA Assistive Technology station, and WiFi hotspot
- Study guides for GED test preparation, ASVAB, and vocational test preparation guides

An Involved Community

Surveys, interviews, and a town hall meeting hosted in conjunction with the City of San Pablo asked residents to share ideas, concerns and hopes about how their Library can best serve the community.

Friends of the San Pablo Library fundraised to support ongoing teen and children's programs.

61 volunteers, mostly students, donated 1,666 hours of their time.

Cultural Events

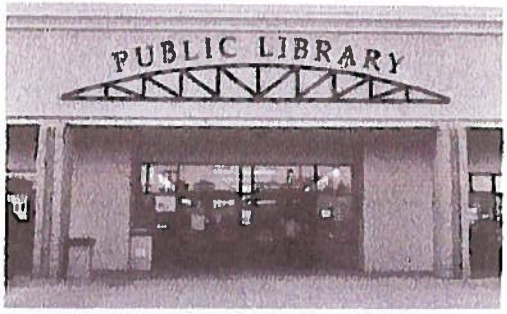
Miss San Pablo helped us celebrate the Library's 100th birthday with stories, games and prizes.

Get Healthy and Active in the Library – 11 programs encouraging children and teens to have fun while making good life nutrition, health and exercise choices.

Cinco de Mayo parade and family event – 450 free bilingual books given as gifts to children, with a show by Daffy Dave the clown.

Over 1,500 San Pablo elementary school students in three schools enjoyed grant-funded arts enrichment assemblies to kick off the Summer Reading program.

CONTRA COSTA COUNTY LIBRARY
Bringing People and Ideas Together
ccclib.org



©Philip Libone Gingo

Quick Facts

117,330 items were checked out at the San Pablo Library in 2012-13, almost a 50% increase in circulation in just 6 years

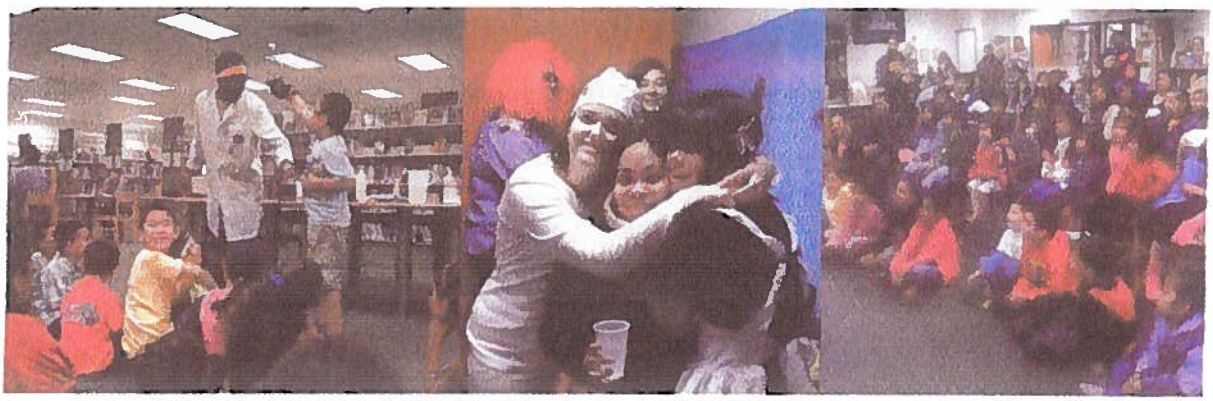
9,000 people use the library each month, up from 8,000 last year

Over 7,600 people participated in library events and programs

1,762 people became new library card holders

875 people from San Pablo took advantage of free museum passes through the Library's Discover & Go program

334 kids and teens successfully completed the Summer Reading program



Mad Science | Halloween Splat Girls | Caterpillar Puppets

CALIFORNIA LIBRARY ASSOCIATION

CALIFORNIA SUMMER MEAL COALITION

Lunch at the Library

Lunch at the Library helps libraries offer free, healthy lunches—through USDA summer nutrition programs— alongside learning opportunities for children and teens during the summer months. This joint approach helps ensure that children stay healthy and engaged and return to school in the fall, ready to learn.

The Importance of Summer

During the summer, many low-income children struggle to have basic needs met, with limited access to affordable, healthy food and few safe places to congregate. Often, these are the same children who do not have access to formal summer learning programs. Cumulatively, summer impacts the wellbeing and future of the most vulnerable children:

- **Health**: Food insecurity can have a lasting impact on children's health, social, cognitive, developmental and academic outcomes. In addition, summer poses a threat to childhood obesity as children may gain weight two to three times faster than during the school year.

- **Achievement Gap**: Low-income children fall behind their higher-income peers academically in summer. While most students fall behind in math skills, low-income students also fall behind in reading skills, widening the achievement gap.

Opportunity Through Federal Nutrition Program

USDA summer meal programs enable school districts and community-based organizations to offer free, healthy meals to children and youth in low-income neighborhoods. Sponsoring organizations deliver meals to sites (e.g., library), which are distributed to children 18 and under free of charge. In 2012, only 17% of eligible California children participated in a summer meal program: Offering appealing, safe, and engaging sites are critical to increasing participation.

Libraries Bridge the Summer Gap

Libraries Are Ideal Summer Meal Sites:

- They are trusted community spaces at the heart of the neighborhood.
- They welcome all and provide free access to resources that support lifelong learning.
- The summer reading program engages youth with reading and with programs that extend the reading experience.

Summer Meals Support Library Goals:

- The meal service provides added value for families and attracts new users to the library.
- Teen volunteers develop workforce readiness skills.
- The program provides genesis for creative community partnerships.
- The meal service provides an opportunity to educate families about library services and resources.
- Families have a positive library experience that promotes feelings of health and wellbeing.
- The meal service boosts participation in the summer reading program.

Nearly 50 California libraries will host Lunch at the Library programs in 2014. For more information, visit www.cla-net.org. Click on "Programs" and "Lunch at the Library."

Lunch at the Library is a program of the California Library Association and California Summer Meal Coalition. It is funded in part by a grant by the David and Lucile Packard Foundation.

SUMMER MATTERS

6 Signs of a Great Summer Learning Program

1. **Broadens youth horizons** - By exposing them to new adventures, skills and ideas such as a nature walk, new computer program, museum visit or live performance.

2. **Includes a wide variety of activities** – Such as reading, writing, math, science, arts and public service projects – in ways that are fun and engaging.

3. **Helps youth build mastery** – By improving at doing something they enjoy and care about, such as creating a neighborhood garden, writing a healthy snacks cookbook or operating a robot.

4. **Fosters cooperative learning** – By working with their friends on team projects and group activities such as a neighborhood clean-up, group presentation or canned food drive.

5. **Promotes healthy habits** – By providing nutritious food, physical recreation and outdoor activities.

6. **Lasts at least one month** – Giving youth enough time to benefit from their summer learning experiences.

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MINUTES OF THE REGULAR MEETING OF THE SAN PABLO CITY COUNCIL AND THE LOCAL SUCCESSOR AGENCY OF THE CITY OF SAN PABLO

MONDAY, APRIL 21, 2014

ROLL CALL

The meeting convened in the Council Chambers at 6:00 pm. Present were Mayor Paul Morris, Vice Mayor Kathy Chao Rothberg, and Councilmembers Rich Kinney and Cecilia Valdez. Councilmember Genoveva Calloway was absent. Also present were City Manager Matt Rodriguez, Assistant City Manager Kelsey Worthy, City Attorney Brian Libow, Chief of Police Walter Schuld, Finance Manager Kelly Sessions, and Deputy City Clerk Lehny Corbin. Absent was City Clerk Ted Denney and City Treasurer Viviana Toledo.

ORAL COMMUNICATIONS

Antonio Medrano spoke during Oral Communications.

The following also spoke concerning mortgage issues: Lorenzo Avila, Ruben Flores, Genny Zentella, Melvin Willis, Efrain Gomez, Enrique Perez, and Jim Hammons.

Robert Firmin of Firmin Studios made a PowerPoint presentation regarding memorial for the Huchuian Indians.

CEREMONIAL MATTERS

Chief of Police Walt Schuld introduced and administered the Oath of Office to San Pablo Police Officer Roberto Arguello.

PRESENTATIONS

Contra Costa College President Dr. Denise Noldon, and Contra Costa Community College District President John E. Marquez made a PowerPoint presentation and updated the City Council of the College District's facility needs and priorities, including Measure E.

The following grant recipients presented their Financial Reports by Grant Recipients to the City Council - FY 2013-14 Annual Community Grant Program: Center for Lao Studies, Courageous Women Association, Inc., K to College, Los Cenzontles Mexican Arts, Morada de Mujeres del Milenio, and The Watershed Project.

There were no representatives for the Bay Area Peacekeepers, Mariachi Nueva Luz & Cascabeles, Multi-Cultural Dance Foundation and Weigh of Life.

CITY MANAGER REMARKS

City Manager Rodriguez advised that the new Chief of Police Lisa Rosales will start on April 28, 2014, and that the new EDC newsletter has been published and sent out.

CONSENT CALENDAR

It was moved by Councilmember Valdez, seconded by Councilmember Kinney, and passed by vote of those present, to adopt all items in the Consent Calendar, with the exception of the items related to the Vendor Check Register Report (item #2), the Investment Reports (item #4), and the Community Foundation Grant Application Guidelines (item #11). The motion passed as follows:

AYES: Valdez, Kinney, Chao Rothberg and Morris
NOES: None
ABSENT: Calloway
ABSTAIN: None

MINUTES

By adoption of the Consent Calendar, the Minutes of the meeting of April 7, 2014 were approved.

PERIODIC REPORTS

Council

This items was pulled from the Consent Calendar and discussed separately. Ron Deziel questioned items related to retiree dental benefits; Mr. Deziel was referred to Finance Manager Sessions for clarification. It was moved by Vice Mayor Chao Rothberg, seconded by Councilmember Kinney, and passed by vote of those present to approve the Vendor Check Register Report for the month of March 2014. The motion passed as follows:

AYES: Valdez, Kinney, Chao Rothberg and Morris
NOES: None
ABSENT: Calloway
ABSTAIN: None

Council

By adoption of the Consent Calendar, the Quarterly Treasurer's Report for the third quarter of Fiscal Year 2013-14 was approved. It was moved by Vice Mayor Chao Rothberg, seconded by Councilmember Kinney, and passed by vote of those present to approve

Council

This item was pulled from the Consent Calendar and discussed separately. Ron Deziel also inquired about the reports and was referred to Finance Manager Sessions for clarification. It was moved by Vice Mayor Chao Rothberg, seconded by Councilmember Kinney, and passed by vote of those present to approve Investment Reports for the quarters ending September 30, 203, December 31, 2013 and March 31, 2014 were approved. The motion passed as follows:

AYES: Valdez, Kinney, Chao Rothberg and Morris
NOES: None
ABSENT: Calloway
ABSTAIN: None

DRAFT

Council
By adoption of the Consent Calendar, the update on amended Cabaret Permit Resolution 2013-038 regarding live entertainment at NOYA Restaurant & Lounge located at 14350 Laurie Lane, Suites A & B, San Pablo was received and approved. The owners of NOYA were in the audience but did not speak.

Council
By adoption of the Consent Calendar, the Independent Citizens' Oversight Committee Informational Report to City Council regarding Measure Q – Transaction and Use Sales Tax for period ending June 30, 2014 was received.

MISCELLANEOUS
Council
By adoption of the Consent Calendar, **Resolution 2014-057** was approved, a Resolution of the City Council of the City of San Pablo appropriating up to $18,000 for FY 2013/2014 for environmental programs, professional services for the purposes of conducting a feasibility analysis for Community Choice Aggregation with Marin Clean Energy and authorizing the City Manager to execute documents necessary to proceed with the feasibility analysis.

Council
By adoption of the Consent Calendar, **Resolution 2014-058** was approved, a Resolution of the City Council of the City of San Pablo authorizing the City Manager to execute an amendment to the Stormwater Utility Area Agreement and to execute an Inspection Program Indemnification Agreement for the purpose of obtaining stormwater inspection services and therein appropriating funding in the amount of $60,970.

Council
By adoption of the Consent Calendar, **Resolution 2014-059** was approved, a Resolution of the City Council of the City of San Pablo rejecting all bids received for the janitorial services for city facilities.

Council
By adoption of the Consent Calendar, **Resolution 2014-060** was approved, a Resolution of the City Council of the City of San Pablo to consider proposed purchase of the CINT Commander II Incident Management System and Tactical Phone from 836 Technologies with the appropriation of Asset Forfeiture Funds.

Council
This item was pulled from the Consent Calendar and discussed separately. City Attorney Libow announced that Councilmember Valdez is abstaining from discussion of this matter because she is a member on the Board of Directors of a few of the organizations that have applied in the past and may apply again in the future. By adoption of the Consent Calendar, **Resolution 2014-061** was approved, a Resolution of the City Council of the City of San Pablo authorizing the City Manager to execute the FY 2014-15 Annual San

Pablo Community Foundation Grant Application Guidelines, Program Criteria and Policy Changes. The motion passed as follows:

AYES: Kinney, Chao Rothberg and Morris
NOES: None
ABSENT: Calloway
ABSTAIN: Valdez

Council/LSA

By adoption of the Consent Calendar, **Resolution 2014-062 and LSA2014-009** was approved, a Concurrent Resolution of the City Council of the City of San Pablo and the Local Successor Agency of the Former Redevelopment Agency of the City of San Pablo approving an Investment Policy for Fiscal Year 2014/15.

*** * * END OF CONSENT CALENDAR * * ***

ORDINANCES

Council

It was moved by Councilmember Kinney, seconded by Vice Mayor Chao Rothberg, and passed by vote of those present to waive the second reading and adopt **Ordinance 2014-005,** an Ordinance of the City Council of the City of San Pablo amending the zoning map to reclassify two vacant parcels with access on Rumrill Boulevard (APN 410-012-007 and 410-012-008) from a zoning designation of C-2 (Heavy Commercial) to OS (Open Space). The motion passed as follows:

AYES: Valdez, Kinney, Chao Rothberg and Morris
NOES: None
ABSENT: Calloway
ABSTAIN: None

Council

It was moved by Vice Mayor Chao Rothberg, second seconded by Councilmember Kinney, and passed by vote of those present to waive the second reading and adopt **Ordinance 2014-006,** an Ordinance of the City Council of the City of San Pablo ratifying Ordinance No. 2013-22 of the Contra Costa Fire Protection District amending the 2013 California Fire Code. The motion passed as follows:

AYES: Valdez, Kinney, Chao Rothberg and Morris
NOES: None
ABSENT: Calloway
ABSTAIN: None

RESOLUTIONS

Council

Community Services Manager Greg Dwyer presented the item, and Tony Ramirez, teacher at Dover Elementary School, Lucy Alfaro, Co-Chair of Childhood Obesity Prevention Task Force, and Ian McLaughlin, Senior Staff Attorney at ChangeLab Solutions spoke. Mr. McLaughlin made a PowerPoint presentation of the proposed Community Action Plan, and Dr. Gary Manross made a PowerPoint presentation of the survey conducted in January 2014 regarding support for sales tax increase to fight childhood obesity. It was moved by Vice Mayor Chao Rothberg, seconded

by Councilmember Valdez, and passed by vote of those present to adopt **Resolution 2014-063,** a Resolution of the City Council of the City of San Pablo approving the recommended Childhood Obesity Prevention Task Force Community Action Plan (CAP) to combat childhood obesity in San Pablo. The motion passed as follows:

AYES: Valdez, Kinney, Chao Rothberg and Morris
NOES: None
ABSENT: Calloway
ABSTAIN: None

MAYOR AND CITY COUNCIL ASSIGNMENTS REPORTS

Mayor and City Council reported on their recent and upcoming activities.

ADJOURNMENT

The meeting adjourned at 8:55 pm to Monday, May 5, 2014 at 6:00 pm, in memory of Mary Parker, former member of the San Pablo Safety Commission.

Respectfully Submitted,

_____
Ted J. Denney, City Clerk

_____
Paul V. Morris, Mayor

DRAFT

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REQUEST FOR CITY COUNCIL ACTION

CITY OF SAN PABLO
City of New Directions

PREPARED BY: Lehny Corbin
Deputy City Clerk

DATE OF MEETING: May 5, 2014

DATE: April 21, 2014

PHONE: (510) 215-3001

SUBJECT: LIABILITY CLAIM OF VANESSA WEST (DOL: 12/02/2013)

APPROVED: _____ _____ _____
DEPARTMENT HEAD CITY MANAGER CITY ATTORNEY

RECOMMENDATION

Deny Claim

COMPLIANCE STATEMENTS

FY 2013-14 Council Priority Workplan Compliance Statement
This action is not applicable under the FY 2013-14 Council Priority Work-plan effective July 1, 2013

CEQA Compliance Statement
This is not a project as defined by CEQA

BACKGROUND

FISCAL IMPACT

This item is informational only – no fiscal impact.

Departmental Coordination

☐ Dev. Services _____ ☑ Finance _____

☐ Police _____ ☐ Public Works _____

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REQUEST FOR COUNCIL ACTION

CITY OF SAN PABLO

PREPARED BY: Lehny M. Corbin
DATE: April 28, 2014

DATE OF MEETING: May 5, 2014
PHONE: 215-3005

SUBJECT: REQUESTS FOR ISSUANCE OF PROCLAMATIONS FROM THE (1) WEST CONTRA COSTA SALESIAN BOYS & GIRLS CLUB COMMENDING JOHN AND LYNN WADE AS RECIPIENTS OF THE 2014 WEST CONTRA COSTA SALESIAN BOYS & GIRLS CLUB "DON BOSCO AWARD"; (2) COMMUNITY VIOLENCE SOLUTIONS RECOGNIZING APRIL 2014 AS "NATIONAL SEXUAL AWARENESS MONTH"; AND MARCH 15 AS "NATIONAL COMPASSION DAY"

APPROVED: _____ _____ _____
DEPARTMENT HEAD CITY MANAGER CITY ATTORNEY

RECOMMENDATION
Approve.

COMPLIANCE STATEMENTS

FY 2013-14 Council Priority Workplan Compliance Statement
This action is not applicable under the FY 2013-14 Council Priority Workplan, effective July 1, 2013.

CEQA Compliance Statement
This is not a project as defined by CEQA.

BACKGROUND
See attached.

FISCAL IMPACT
None

Departmental Coordination

- ☐ Community Development _____
- ☐ Police _____
- ☑ Finance
- ☐ Public Works _____

City of San Pablo

Proclamation Recognizing

National Sexual Assault Awareness Month
April 2014

WHEREAS, In California there were 7,828 forcible rapes in 2012 and 169 forcible rapes reported in Contra Costa County in the same year; with an increasing number affecting adolescents, and

WHEREAS, sexual assault affects every person of Contra Costa County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

WHEREAS, many citizens of Contra Costa County are working to provide quality services and assistance to sexual assault survivors; and dedicated volunteers help staff 24-hour hotlines, respond to emergency calls and offer support, comfort and advocacy during medical exams, criminal proceedings, and throughout the healing process; and

WHEREAS, staff and volunteers of Community Violence Solutions and its Rape Crisis Center, Children's Interview Center, Prevention Department., and Anti-Trafficking Project programs in Contra Costa County are promoting education by offering training to schools, churches, and civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues; and

WHEREAS, it is vitally important that continued educational efforts to provide information about prevention and services for sexual assault be supported and enhanced; and

WHEREAS, it is critical to intensify public awareness of sexual assault, to educate people about the need for citizen involvement in efforts to reduce sexual violence, to increase support for agencies providing sexual assault services, and to increase awareness of the healing power of creative expression; and

WHEREAS, Community Violence Solutions requests public support and assistance as it continues to work toward a society where all women, children, and men can live in peace, free from violence and exploitation;

NOW THEREFORE, I, Paul V. Morris, Mayor of the City of San Pablo, on behalf of the City Council, do hereby proclaim the month of April 2014 as "National Sexual Assault Awareness Month."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of San Pablo to be affixed this 22nd day of April, 2014.

Paul V. Morris, Mayor

SEXUAL ASSAULT AWARENESS MONTH 2014

Community Violence Solutions

COMMUNITY CHAMPIONS LUNCHEON

Honoring Those Who Make a Difference

April 22nd, 2014 - 11:00AM to 1:00PM

Please join us while we pay tribute to those who go above and beyond the call of duty to end sexual violence in our community.

2014 COMMUNITY CHAMPION HONOREES:

Nancy Georgiou, Contra Costa District Attorney's Office
Molly Henricks, Contra Costa County Behavioral Health
Sandy Marsh, Mental Health & Probation Services
Leslie O'Toole, San Rafael Police Department

Celebrating
40
YEARS
of community service
1974-2014

April 22, 2014
11:00AM to 1:00PM
Shell Oil Refinery Clubhouse
1635 Pacheco Drive, Martinez, CA
For more information, please contact: tallums@cvsolutions.org

Community Violence Solutions
ending sexual assault & family violence

Proclamation of the City of San Pablo

Commending

JOHN AND LYNN WADE

As Recipients Of The

2014 West Contra Costa Salesian Boys & Girls Club
"DON BOSCO AWARD"

WHEREAS, John Wade was born and raised in Richmond. He graduated from Salesian High School and went on to earn a Bachelor's degree in Vocational Education and a Master's degree in Emergency Services Administration from California State University, Long Beach. He was a firefighter for 30 years and is now a retired Fire Captain in the City of Richmond's Fire Department;

WHEREAS, Lynn Wade was born in Maryland and has spent most of her life in Richmond. She graduated from Richmond High School and went on to earn a Bachelor's degree in Business Administration, Marketing from California State University, Hayward. She will be celebrating her 25th year at Chevron this summer;

WHEREAS, John and Lynn founded the John and Lynn Wade Family Foundation in 2009 to provide recreation activities for developmentally disabled adults and enhance education opportunities by providing emotional and monetary support for students and families who are already striving to excel in the greater West Contra Costa County;

WHEREAS, John and Lynn help run a bowling league, The Gallant Strikers, for handicapped adults in association with the California State Association for Retarded Citizens. The league provides weekly recreation and social activities for eight months of the year;

WHEREAS, to date, John and Lynn have assisted ten students at Salesian High School with partial tuition assistance so that they could continue to stay and excel in a school environmental they loved;

NOW THEREFORE, BE IT RESOLVED, I, Paul V. Morris, Mayor of the City of San Pablo and on behalf of the City Council hereby congratulate ***John and Lynn Wade*** *for their outstanding dedication and service to the youth of the community, especially youth from the disadvantaged circumstances, and commend them for being selected as the recipients of the* ***2014 West Contra Costa Salesian Boys & Girls Club "Don Bosco Award."***

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of San Pablo to be affixed this 5th day of May, 2014.

_____

Paul V. Morris, Mayor

copied to mayor/city council/ city mgr

April 16, 2014

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
ATTN: City Clerk

To City Clerk,

It is with great pleasure that I make the advanced announcement that John and Lynne Wade will be the recipients of the Club's Annual Don Bosco Award. This coveted award has been presented to numerous community leaders over the last decade for their outstanding dedication and service to youth – especially youth from disadvantaged circumstances.

I have included a biographical sketch of the recipients and ask that you consider the preparation of an appropriate resolution or proclamation that could be displayed at the awards dinner.

The event will start at 6 p.m. on Wednesday May 14, 2014 at the West Contra Costa Salesian Boys & Girls Club. If you mail the proclamation it should be sent to the Club at 2801 Moran Avenue, Richmond, Ca 94804, by Friday May 9. However we would love to have you or a representative attend and present it that night.

If you have any questions I can be reached at 510-215-4646. Thank you very much for your assistance in this matter. I do apologize for the late notice of this request.

Sincerely,

Steve Alameda
Chief Professional Officer
Enclosure: Bios

WEST CONTRA COSTA SALESIAN BOYS & GIRLS CLUB

2801 Moran Ave. (Richmond)
San Pablo, CA 94806-6120
Tel 510-215-4646
Fax 510-215-4630

www.bgcrsp.org

President
Joe Aita

Vice Presidents
Lynda Bartels
John W. Ziesenhenne

Treasurer
Fr. Mel Trinidad, SDB

Secretary
Doreen Covell

Board of Directors

Loyd Bonfante
Mikie Casarez-Sallomi
Timothy Chambers
Dennis Maggiora
Bill McComb
Ed Medina
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Yvonne Bonfante
Leland Brown
Mike Carlson
County Supervisor John Gioia
Joseph P. Gomes
Sheryl Granzella
Joe Montana, Sr.
Paul Morris
Frank Mello
Jan Menosse
Frank Pachote
Joyce Peterson
Tom Tatro

Chief Professional Officer
Steve Alameda

Program Manager
Fr. Thien Nguyen , SDB

A 501(c)(3) public benefit Corporation. EIN 94-1492635.

Name: John Wade
Occupation: Retired Fire Captain, City of Richmond Fire Department

Name: Lynn Wade
Occupation: Manager, Finance and Legal Services, Chevron Corporation Law Department

Personal Information:

John was born and raised in Richmond. He graduated from Salesian High School, where he played football and baseball. John earned a Bachelor's degree in Vocational Education and a Master's degree in Emergency Services Administration from California State University, Long Beach. John enjoys cycling, yoga, and working with his hands. He is currently restoring a 1969 Chevy pickup and a 1954 Hudson Hornet.

John was a firefighter for 30 years. Before becoming a firefighter, John worked at Hand's Hardware & Supply Company. Two years ago, he became one of the Board of Directors at ABC Apartments in El Sobrante, which is a housing complex for handicapped adults. He is currently volunteering at Contra Costa College, assisting with Emergency Medical Technician (EMT) training and studying for his real estate license exam.

Lynn was born in Maryland and has spent most of her life in Richmond. She graduated from Richmond High School, where she was involved in student government and played volleyball. Lynn earned a Bachelor's degree in Business Administration, Marketing from California State University, Hayward. Lynn enjoys reading, working out and traveling the world.

Lynn joined Chevron after graduating from college. Her first job at Chevron was in the Credit Card Department, answering letters and phone calls from customers. Before the Corporation Law Department, she worked in Accounting, Internal Audit, and Corporate Human Resources. She will celebrate 25 years with Chevron this summer.

Both John and Lynn enjoy traveling. One goal is to travel to all 50 states, and so far, they have made it to 37. When high school basketball is in season, they become Salesian High School groupies, following the team all over the Bay Area and sometimes out of state.

John and Lynn, together, have seven children, four girls and three boys, ranging in age from 25 through 38. They also have four grandchildren, two girls and two boys, ranging in age from 4 through 10. Their children live in the Bay Area as well as in New York and London. Six of the seven children were educated in Catholic schools, St. David's and Salesian High School. Throughout their children's school years, there were always opportunities to volunteer, and both participated in many events, crab feeds, spaghetti feeds, golf tournaments, raffle ticket sales. You name it; they did it.

Why We Decided to Get Involved:

For many years now, we have volunteered in Richmond. It is our home town, and we believe to make things better, we must be involved.

Our volunteer efforts include running a bowling league for handicapped adults and working with high school students. About five years ago, we were informed of a need for financial assistance for deserving students and families at Salesian High School, a private, Catholic high school in Richmond. These were great students and families who were already doing all the right things; getting great grades,

volunteering at school and church, and participating in student government as well as extracurricular activities, such as, sports, music, drama and much, much more.

Times were tough, and leaving Salesian was not an option. Over the last five years, we stepped in to help fill this void. To date, we have assisted 10 students with partial tuition assistance. We did this to keep them in an environment they loved and where they were already excelling.

We don't know where this journey will ultimately take us, but we know one thing; we want to make a difference in the lives of kids by giving them a chance to reach their fullest potential.

Foundation Information:
The John and Lynn Wade Family Foundation was founded in 2009 with the simple idea of helping the less fortunate.

This foundation exists to:

1) Provide recreation for developmentally disabled adults 18 years and older in the greater West Contra Costa County area. The Gallant Strikers bowling league, in association with the California State Association for Retarded Citizens, provides weekly recreation and social activities for eight months of the year. Severely handicapped or mildly delayed, all are welcome to participate.

2) Enhance education opportunities for students in the greater West County area by providing emotional and monetary support for students and families who are already striving to excel. This is not an attempt to save the world, but the intention is to assist those who are already are working diligently to save themselves.

Financing, to date, has been accomplished through personal donations. Our future fundraising efforts will include individuals, business and corporate sponsorships as well as various fundraising activities.

Proclamation of the City of San Pablo

RECOGNIZING

MARCH 14, 2014 AS "NATIONAL COMPASSION DAY"

WHEREAS, Senior and Disabled are a growing population that affects over 40 million people in the United States as a primary status, and millions more are approaching this populous;

WHEREAS, Senior and Disabled conditions are an ever growing condition in the United States which is currently in need of compassion for women, men, and children of all ethnicities;

WHEREAS, Senior and Disabled live with body pain, fatigue, sleep disorders, weakness, headaches, impairment of memory concentration, body limitation, anxiety, depression, spiritual and emotional feelings;

WHEREAS, Senior and Disabled citizens often has been suggested as being the two of the most ignored population in need of compassion. While some of these people receive the care and respect they deserve from friends and family, many are forgotten as they live out their lives in need of compassion;

WHEREAS, It may take our proclamation to bring compassion and honor to underserved and as a philosophy of community involvement in order to help and heal those who need it most – ourselves. By frequently and adequately educating, involving, and creating awareness for service on the present and future populous;

WHEREAS, Increased awareness, education, and involvement of the realities of living as a Senior and Disabled citizen and their compassionate needs of quality of life will allow the community at large to better support people who struggle with the challenges of being a Senior or Disabled citizen;

WHEREAS, The National Compassion Holiday, a constitutional campaign, uniting citizens throughout the United States and [The C.H.I. Foundation Support Group] and other groups around our country have joined together to advocate for a final proposal of a NATIONAL COMPASSION HOLIDAY to support a better future through awareness, education, and involvement;

NOW, THEREFORE, I, Paul V. Morris, Mayor of the City of San Pablo, California, on behalf of the City Council, hereby proclaim March 14, 2014 as ***National Compassion Day****.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of San Pablo to be affixed this 5th day of May, 2014.

_____

Paul V. Morris, Mayor

DRAFT

Lehny Corbin

From: Matt Rodriguez
Sent: Tuesday, April 8, 2014 10:10 PM
To: Lehny Corbin
Subject: FW: Proclamation Request per our conversation

Please follow up with this Proclamation request (Note date)

- Matt Rodriguez, City Manager

From: Paul V. Morris [councilmanpaulmorris200-9@yahoo.com]
Sent: Tuesday, April 08, 2014 4:10 PM
To: Matt Rodriguez
Subject: Fw: Proclamation Request per our conversation

Paul V. Morris
MAYOR, CITY of SAN PABLO
Telephone: (510) 412 2242
Fax: (510) 412 3554
Website: www.sanpabloca.gov

"Don't always believe what you think"
- Anonymous
The meaning of things lie not in the things themselves, but in our attitude toward them
Antoine de Saint-Exupery

This message is being sent on a public e-mail system and may be subject to disclosure under the California Public Records Act.

----- Forwarded Message -----
From: MGM VILLAL <sifuv@hotmail.com>
To: "councilmanpaulmorris200-9@yahoo.com" <councilmanpaulmorris200-9@yahoo.com>
Sent: Tuesday, April 8, 2014 3:35 PM
Subject: Proclamation Request per our conversation

Dear Mayor Paul Morris

I wish you wellness! This is in regards to our Proclamation Request per our conversation this morning in which we have concluded that there are a few cities that have an event or program for Senior or Disabled citizens but the difference between our proclamation/event is that we have united both of these groups since we as a Nation are not just one town/state or another we are the United States of America, this is a path of a reminder that
"We are all in this together."
The date is for March 15 as to be recorded in general as a National Compassion Day although it has passed!
Our proclamation is a message of a humanitarian cause for all causes that has been recognized by Mayors from Santa Clara, Palo Alto, San Rafael, Oakland, Los Angeles, Daly City, Concord, Gilroy, Saratoga with many more responding by signed it! Also Political leaders throughout The U.S. are reviewing it with a positive outlook as we continue to update the News Media and Public of this!
So again, I am resubmitting per your request this Proclamation as a message of unification and support amongst our Great Nation for our Senior and Disabled Citizens!

Sincerely with great honor respect!

CEO-Michael B Villalpando
63 Bovet Road #241
San Mateo Ca 94402
650-483-1079

PROCLAMATION REQUEST

"NATIONAL COMPASSION DAY"

TO ALL TO WHOM THESE PRESENTS COME – GREETINGS:

-WHEREAS Senior and Disabled are a growing population that affects over 40 million people in the United States as a primary status, and millions more are approaching this populous; and

-WHEREAS Worldwide millions of Senior and Disabled individuals are approaching with this ever growing status; and

-WHEREAS Senior and Disabled are much more likely to experience this status, we propose to unite all people across race, religion, and politics in a new spirit of compassion and giving. Help the world re-evaluate what it means to be older or disabled in our society; and

-WHEREAS Compassion is essential through empathy, and is often characterized through actions, wherein a person acting with compassion will seek to aid those for whom they feel compassion: Senior and Disabled; and

-WHEREAS Studies suggest there are physical benefits to practicing compassion— people who practice it produce 100 percent more DHEA, which is a hormone that counteracts the aging process, and 23 percent less cortisol — the "stress hormone."

-WHEREAS Senior and Disabled conditions are an ever growing condition in ithe United States which is currently in need of compassion for women, men, and children of all ethnicities; and

-WHEREAS Senior and Disabled live with body pain, fatigue, sleep disorders, weakness, headaches, impairment of memory concentration, body limitations, anxiety, depression, spiritual and emotional feelings; and

-WHEREAS Senior and Disabled citizens often has been suggested as being two of the most ignored population in need of compassion. While some of these people receive the care and respect they deserve from friends and family, many are forgotten as they live out their lives in need of compassion; and

-WHEREAS It may take our proclamation to bring compassion and honor to underserved and as a philosophy of community involvement in order to help and heal those who need it most – ourselves. By frequently and adequately educate, involve and create awareness for service on the present and future populous; and

-WHEREAS Increased awareness, education and involvement of the realities of living as a Senior and Disabled citizen and their compassionate needs of quality of life will allow the community at large to better support people who struggle with the challenges of being a Senior or Disabled citizen; and

-WHEREAS The National Compassion Holiday, a constitutional campaign: Uniting citizens throughout the United States and [The C.H.I. Foundation Support Group] and other groups around our country have joined together to advocate for a final proposal of a NATIONAL COMPASSION HOLIDAY to support a better future through awareness, education, and involvement; and

-NOW, THEREFORE, I, (Paul Morris), by the authority vested in me by the laws of (Mayor), do hereby proclaim March 14, 2014, as

"NATIONAL COMPASSION DAY"

-Across the state of (San Pablo California United States of America), and I urge all citizens to support Senior and Disabled individuals and families who are in need of Compassion on a daily basis.

PLACE STATE OR CITY SEAL HERE

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of (Mayor) this ____ day of _____, in the year of 2014

"PEACE"

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REQUEST FOR CITY COUNCIL ACTION

CITY of SAN PABLO
City of New Directions

PREPARED BY: Michele Rodriguez, Manager **DATE OF MEETING:** May 5, 2014

DATE: April 30, 2014 **PHONE:** (510) 215-3030

SUBJECT: **RESOLUTION OF THE CITY COUNCIL OF THE CITY SAN PABLO AUTHORIZING THE CITY MANAGER TO AMEND AN EXISTING CONTRACT WITH PMC CONSULTING TO ADD $25,000 TO FINALIZE THE ZONING ORDINANCE AMENDMENT AND TEMPORARILY BACK-FILL PLANNING STAFF.**

APPROVED: _____ _____ _____

DEPARTMENT HEAD CITY MANAGER CITY ATTORNEY

RECOMMENDATION

The City Manager recommends adoption of said Resolution.

COMPLIANCE STATEMENTS

FY 2013-14 Council Priority Workplan Compliance Statement

The *Zoning Ordinance Update* is an adopted policy item under the FY 2013-14 Council Priority Workplan, effective July 1, 2013.

CEQA Compliance Statement

This is exempt from the California Environmental Quality Action, section 15268 Ministerial Project.

BACKGROUND

The City of San Pablo entered into a $100,000 Agreement with PMC Consulting on March 5, 2012 to complete the update to the Zoning Ordinance (Attachment). The purpose of the update is to align the Zoning Ordinance with the 2011 General Plan. A Public Review Draft of the Ordinance and Map are complete. Development Services is requesting an additional $25,000 to be added to the contract for the following purposes:

1. Temporarily add a part-time Senior Planner to back-fill vacant staffing positions,
2. Assist Development Services with two community workshops, documentation on significant changes between the existing Code, and proposed Code, and possible addition of the Sign Ordinance with the Zoning Code update.

FISCAL IMPACT

Funding for this contract is already included in the current FY budget – no additional appropriations are needed.

Departmental Coordination

☐ Dev. Services _____ ☑ Finance _____

☐ Police _____ ☐ Public Works _____

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RESOLUTION 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY SAN PABLO AUTHORIZING THE CITY MANAGER TO AMEND AN EXISTING CONTRACT WITH PMC CONSULTING TO ADD $25,000 TO FINALIZE THE ZONING ORDINANCE AMENDMENT AND TEMPORARILY BACK-FILL PLANNING STAFF.

WHEREAS, the City desires to finish the update its current Zoning Ordinance, San Pablo Municipal Code Title 17, to comply with General Plan 2030; and

WHEREAS, the City has an existing contract with said consultant which was executed following an Request for Proposals (RFP) process for the Municipal Code project; and

WHEREAS, three firms were interviewed for this project; and

WHEREAS, the City selected PMC to undertake the scope of work to prepare the Zoning Ordinance Update; and

WHEREAS, said professional services are essential to advancing the current policy area under Strategic Planning / Special Projects as adopted under the *Biennial Operating Budget FY 2013-2015;* and

WHEREAS, PMC estimates that the cost for completing said services will be in the amount of $25,000; and

WHEREAS, PMC is willing to render such professional services, as are defined in the attached PMC consultant services letter dated April 23, 2014.

NOW THEREFORE BE IT RESOLVED that the City Council authorizes the City Manager to negotiate and execute a contract with PMC to render planning services in substantially the same form as the attached Professional Services Contract; and

BE IT FURTHER RESOLVED that funds for this contract have been allocated to the professional services budget line item (Professional Services Account #212-1755-43600).

* * * * * * *

Adopted this 5th day of May, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

ATTEST:

Ted J. Denney, City Clerk

APPROVED:

Paul V. Morris, Mayor

DEVELOPMENT SERVICES
Building Services

Amendment No. 1

CITY OF SAN PABLO
City of San Diego

Consultant Services Agreement

Planning Project No. **PLAN 1404-0034**

This Amendment between the City of San Pablo and PMC ("Consultant"), dated for convenience May 5, 2014 is made pursuant to the provisions of the Agreement between the parties executed March 5, 2012. It is the intent of the parties to amend the terms and conditions of the Agreement as follows:

1. Scope of Services: Section (1) of the Agreement is revised to include all additional services described in the attached proposal letter dated April 23, 2014 from PMC Consultant, for additional staffing services two (2) days per week, 7:30 a.m. – 4:30 p.m. to assist with public counter customer inquiries, other current and long range planning duties and general assistance, and additional technical and professional support for the Zoning Code Amendment adoption (Attachment A).

2. Compensation: Section (2) of the Agreement is revised to reflect the costs for the additional work covered by this Amendment:

Original Agreement total	:	$100,000.00
Additional Amendment costs :		$ 25,000.00
New total not to exceed	:	$125,000.00

3. Termination: Provisions for termination of this Amendment shall be in accordance with Section (21) of the Agreement.

4. Nothing in this Amendment shall be construed as a waiver of either party's right to pursue any and all legal remedies for any prior breach of this Agreement.

5. Except as amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Consultant has executed this amendment, and the City, by its City Manager, who is authorized to do so, has executed this amendment.

13831 San Pablo Avenue, Building 3 • San Pablo, CA 94806
Main: 510-215-3030 • Fax: 510-235-9417
www.ci.San-Pablo.ca.us

CONSULTANT

Dated: _____ By: _____

Title: _____

CITY OF SAN PABLO

Dated: _____ By: _____

City Manager

Approved as to form:

_____

City Attorney

Approved as to content:

_____

Development Services Manager

Attachments:

PMC Proposal letter dated April 23, 2014

Authorizing Resolution #2014-___

There is adequate funding in the project budget to cover the cost of these additional services, under the Development Services Professional Services account 212-1755-43600.

Distribution:

Original: City Clerk

Copies: Finance (PO request to be attached to increase PO#228 by $25,000.00)

Planning

Consultant

PMC

April 23, 2014

Michele Rodriguez, Development Services Manager
CITY OF SAN PABLO
13831 San Pablo Avenue
San Pablo, CA 94806

RE: CONSULTANT SERVICES

Dear Ms. Rodriguez:

This letter has been prepared in response to the City's request for additional consulting services. We understand that the City would like support from PMC for two specific purposes outlined below:

1. On site staffing assistance from a senior level planner two days a week for the months of May and June. We have identified Senior Planner Audrey Knight for this assignment and provided her resume highlighting her qualifications. She will be available to the City two days a week at a bill rate of $110/hour starting as early as the week of April 28, 2014.

2. Additional technical and professional support for the Zoning Code Update project beyond the original scope of work and agreed upon changes thereto. Current budget remaining is earmarked for the environmental review. The City is requesting additional support under the leadership of Pam Johns to finalize the document and map revisions for public hearing, and to support the staff in preparing for and presenting the project to City decision makers as assigned. Bill rates and personnel assigned will remain consistent with the current project contract and recent work efforts.

These additional consultant services will be provided on a time and materials basis not to exceed $25,000. PMC is prepared to proceed immediately upon written authorization to proceed.

Sincerely,

Pamela Johns
Principal

Cc: Phil Carter
Pam Warfield

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RESOLUTION 2012-034

RESOLUTION OF THE CITY COUNCIL OF THE CITY SAN PABLO AUTHORIZING THE CITY PLANNER TO EXECUTE A CONTRACT WITH PMC IN THE AMOUNT OF $100,000 TO PROVIDE PLANNING SERVICES TO UPDATE TITLE 17 (ZONING ORDINANCE) OF THE CITY'S MUNICIPAL CODE.

WHEREAS, the City desires to update its current Zoning Ordinance, San Pablo Municipal Code Title 17, to comply with General Plan 2030; and

WHEREAS, the City put out a Request for Proposals (RFP) for this project; and

WHEREAS, three firms were interviewed for this project; and

WHEREAS, the City selected PMC to undertake the scope of work to prepare the Zoning Ordinance Update; and

WHEREAS, said professional services are essential to advancing the current policy area under *Development Services: Special Projects* as adopted under the *Biennial Operating Budget FY 2011-2013;* and

WHEREAS, PMC desires to enter into the agreement described herein with the City as an independent contractor; and

WHEREAS, Consultant has represented to the City, and does in fact have the special training, skill, competence, and expertise necessary to complete the Zoning Ordinance Update contemplated herein; and

WHEREAS, the City desires to engage professionals who will act at all times with the City's best interest in mind and who will respect the trust and confidence placed with those professionals by the City; and

WHEREAS, PMC estimates that the cost for completing said services will be in the amount of $100,000; and

WHEREAS, PMC is willing to render such professional services, as are defined in the attached Professional Services Contract.

NOW THEREFORE BE IT RESOLVED that the City Council authorizes the City Manager to negotiate and execute a contract with PMC to render planning services in substantially the same form as the attached Professional Services Contract; and

BE IT FURTHER RESOLVED that funds for this contract have been allocated to the professional services budget line item (Professional Services Account #212-1755-43600).

* * * * * * * *

Adopted this 5th day of March, 2012, by the following vote to wit:

AYES:	COUNCILMEMBERS:	McNeil, Calloway, Morris and Valdez
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	Cruz
ABSTAIN:	COUNCILMEMBERS:	None

ATTEST:

Ted J. Denney, City Clerk

APPROVED:

Cecilia Valdez, Mayor

AGREEMENT FOR PLANNING SERVICES BETWEEN THE CITY OF SAN PABLO AND PMC

Project No._____
Agreement No. [____]

COPY

THIS AGREEMENT, dated this 19th day of March, is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City "), whose address is One Alvarado Square, San Pablo, California 94806, and PMC (Hereinafter referred to as "Consultant"), whose address is 2729 Prospect Park Drive, Suite 220, Rancho Cordova, California 95670, Telephone (510) 272-4491, for preparation of the Zoning Ordinance Update.

RECITALS:

WHEREAS, the City desires to update its current Zoning Ordinance, San Pablo Municipal Code Title 17, to comply with General Plan 2030; and

WHEREAS, the City put out a Request for Proposals (RFP) for this project; and

WHEREAS, three firms were interviewed for this project; and

WHEREAS, the City selected PMC to undertake the scope of work to prepare the Zoning Ordinance Update; and

WHEREAS, said professional services are essential to advancing the current policy area under *Development Services: Special Projects* as adopted under the *Biennial Operating Budget FY 2011-2013;* and

WHEREAS, PMC desires to enter into the agreement described herein with the City as an independent contractor; and

WHEREAS, Consultant has represented to the City, and does in fact have the special training, skill, competence, and expertise necessary to complete the Zoning Ordinance Update contemplated herein; and

WHEREAS, the City desires to engage professionals who will act at all times with the City's best interest in mind and who will respect the trust and confidence placed with those professionals by the City; and

WHEREAS, PMC estimates that the cost for completing said services will be in the amount of $100,000; and

WHEREAS, PMC is willing to render such professional services, as are defined in the attached Professional Services Contract.

NOW THEREFORE BE IT RESOLVED that the City Council authorizes the City Manager to negotiate and execute a contract with PMC to render planning services in substantially the same form as the attached Professional Services Contract; and

BE IT FURTHER RESOLVED that funds for this contract have been allocated to the professional services budget line item (Professional Services Account #212-1755-43600).

AGREEMENT:

(1) **Scope of Service**

Term and Scope of Services

Consultant agrees to prepare the Zoning Ordinance Update and provide it to the City in conformance with the proposal submitted by Consultant, PMC., dated January 12, 2012 hereinafter referred to as Exhibit A; which is attached and incorporated herein by reference. In the event of any discrepancy between any of the terms of Consultant's proposal, the City's Request For Proposal, and this agreement, the terms most favorable to the City shall prevail.

Consultant shall provide the scope and range of services directed to the attainment of the goals, milestones, and performance commitments described in the exhibits attached hereto, including, but not limited to, the following:

- Preparation and completion of the Zoning Ordinance Update.

- Timely completion of the steps laid out in Consultant's proposal as well as of the final draft of the Zoning Ordinance Update.

- Attendance at the meetings, including but not limited to Zoning Update Committee Meetings, City Council Meetings, and Planning Commission meetings, as required by the Request For Proposal and the Consultant's proposal and/or other agreements with the City and/or City staff.

Quality of Performance

Consultant agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein. Consultant shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager shall determine whether services provided by Consultant pursuant to this Agreement are satisfactory to the City. If during the course of this Agreement, it is determined services being provided are not satisfactory, Consultant shall take such corrective action as the City may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the City's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(2) **Schedule and Compensation**.

Schedule

Consultant will make a good-faith effort to meet the City's schedule requirements. We expect to complete the Zoning Ordinance Update within eighteen months, barring the occurrence of events beyond our control.

The estimated cost to prepare the Zoning Ordinance is $100,000. The project labor and budget is shown in the attached table. This budget estimate assumes reimbursement would be on a Time and Materials basis with monthly progress payments by invoice.

Compensation

Notwithstanding any contrary indications which may be contained in Consultant's proposal, in exchange for satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments, and outcomes identified herein and in the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed $100,000. The actual charges shall be based upon the Consultant's standard hourly rate for various classifications of services.

Consultant shall be paid within thirty (30) days of receipt of billings for work completed and approved by the City's project manager. Invoices shall be submitted containing all information contained in paragraph 6 ("Billings") below. In no event shall Consultant be entitled to compensation for extra work unless an authorization describing the extra work and payment terms has been executed by City prior to the commencement of the work.

(3) **Changes In Work-Extra Work**. In addition to services described in section 1, the parties may from time to time agree in writing that Consultant, for additional compensation, shall perform additional services including but not be limited to:

Additional tasks not specified herein as required by the City.

The City and Consultant shall agree in writing to any changes in compensation and/or changes in Consultant's services prior to the commencement of any work. If Consultant deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Consultant shall immediately inform the City in writing of the fact. The City shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide compensation to the Consultant in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the City and Consultant. A supplemental agreement providing for such compensation for extra work shall be negotiated between the City and the Consultant. Such supplemental agreement shall be executed by the Consultant and be approved by the City Manager upon recommendation of the Community Services Director.

(4) **Effective Date and Term**. The effective date of this agreement is March 19, 2012 and it shall terminate on March 19, 2014.

(5) **Independent Contractor Status**. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the City. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee of the City.

Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and desires. In any case where an opportunity is made available to Consultant, Consultant will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the City. If Consultant accepts an engagement, such an acceptance is a deemed affirmative admission that Consultant possesses the necessary skills, background, and licenses to perform the needed services. Consultant acknowledges that the City will provide no training.

Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling all equipment, tools, instruments, etc. needed for completion of the work set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration or termination of this Agreement, Consultant will sign a new contract.

(6) **Billings**. Consultant's bills shall include the following information: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, the current contract amount, amount previously billed, outstanding balance, current invoice amount, total amount billed against the contract, amount remaining in contract, and the Consultant's signature. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performances of this Agreement shall be incurred at the Consultant's discretion. Such expenses shall be Consultant's sole financial responsibility.

(7) **Advice and Status Reporting**. Consultant shall provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to City such information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant shall notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to

continue to perform services under this Agreement, and shall do so immediately after discovery of the same.

(8) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described within the proposal of services submitted to the City shall upon request be available for review by the City, and copies of pertinent reports and correspondence, upon written request, shall be furnished for the files of City. Consultant shall maintain adequate documentation to substantiate all charges for hours and materials charged to City under this agreement. Consultant shall maintain the records and any other records related to the performance of this agreement and shall allow City access to such records for a period of four (4) years after the completion of the work to which records relate.

At City's request, or upon completion or termination of this agreement, Consultant shall return to City all plans, maps, cost estimates, project financial records, reports, and related documents.

All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City and all data prepared or obtained under this contract shall be made available, upon request, to the City without restrictions or limitations on their use.

Consultant and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the City, State, F.H.W.A, and/or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested. Consultant also agrees to submit all records, books, documents, and related material for audit evaluation by the City, State, F.H.W.A., or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

Consultant shall function as a Zoning Ordinance Update consultant for the City, and all of its activities under this agreement shall be carried on under the general supervision of the Community Services Director and subject to his approval. Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described shall be available for review by the Community Services Director, or his representatives, and copies of pertinent correspondence, upon written request, shall be furnished for the files of City.

(9) **Written Reports and Documents.** In accordance with Government Code section 7550, any document or written report prepared by Consultant for or under the direction of City shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product

of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(10) **Record and Fiscal Control System.** Consultant shall maintain its financial records and fiscal control systems in a manner that meets the approval of the City; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes, pay employment (social security), unemployment compensation, worker's compensation and other taxes as may be due; and unless exempt, procure and maintain a City of San Pablo Business License. Consultant shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(11) **Access to Records; Audits**

The City shall have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(12) **Consultant's Testimony.** Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's services.

(13) **Designation of Primary Provider of Services**. This agreement contemplates the services of Consultant firm, PMC. The primary provider of the services called for by this agreement shall be Jeff Beiswenger, who shall not be replaced without the written consent of City.

(14) **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this agreement. If City asks Consultant to remove a person assigned to the work called for under this agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Assignment and Subcontracting.** It is recognized by the parties that a substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City.

(16) **Insurance**

A. **General, Automotive, and Employer's Liability, and Workers' Compensation Provisions.** On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the City.

Consultant shall not allo any subcontractor to commence w on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. Consultants shall maintain limits no less than set forth below. If the consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the consultant.

1. **General Liability (per occurrence aggregate):**
   $2,000,000
   (Includes operations, products and completed operations.)

   Per occurrence for bodily injury, personal injury, and property damage.

2. **Automotive Liability:** **$1,000,000**

   Per accident for bodily injury and property damage

3. **Workers' Compensation: As Required by the State of California.** The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

4. **Employers' Liability:** **$1,000,000 each accident;**

   $1,000,000 policy limit bodily injury by disease,
   $1,000,000 each employee bodily injury by disease.

5. ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. **Other Insurance Provisions**

   The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

   - The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Consultant's insurance policy, or as a separate owner's policy.

- For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.
- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

  (i) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.

  (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

  (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

  (iv) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

  (vi) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.

- Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of Executive Director, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Executive Director may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- Notice of Reduction in Coverage. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at

Consultant's earliest possible opportunity and in case later than five days after Consultant is notified of the change in coverage.

7. **Waiver of Subrogation.**

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

8. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

9. **Verification of Coverage**

Consultant shall furnish the City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City, unless the insurance company will not use the City's forms. All endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by the specifications.

10. **Subcontractors**

No subcontractors or sub-consultants will be used by Consultant for this engagement.

B. **Professional Liability.** Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one (1) million dollars covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible or self-insured retention shall not exceed $50,000 per claim.

(ii) Notice that cancellation, material change, or non-renewal must be received by the City at least thirty days prior to such change shall be included in the coverage or added as a certificate of insurance.

(iii) The following provisions shall apply if the professional liability coverages are written on a claims-made form:

1. The retroactive date of the policy must be shown and must be before the date of the agreement.

Insurance must be maintained and evidence of insurance must be provided for at least two years after completion of the agreement or the work, as reasonably available at that time.

3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of two years after completion of the agreement or the work. The City shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this agreement.

C. **City Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;

(ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

(iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's breach.

(17) Standard of Care. It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner consistent with the standard of care of the of the industry, and Consultant thus agrees to so perform the work. Acceptance by City of the work performed under this agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a manner consistent with the standards of the profession. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(18) Indemnification for Specified Licensed Professionals

A. To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its directors, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

B. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

C. The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

(19) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Consultant shall obtain and maintain a City of San Pablo Business License until all contract services are rendered and accepted by the City.

(20) **Nondiscriminatc Employment Practices and Com nce With Law.**
Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

(21) **Termination.**
A. City may terminate this agreement at its sole discretion at any time prior to completion by the Consultant of the services required hereunder. Notice of termination of this agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Consultant. If the City should terminate this agreement, the Consultant shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or his employees, or services of others ordered by the Consultant or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or his employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with percentage of project completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Consultant. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this agreement for cause by providing Consultant with one day's written notice of such termination should Consultant violate any of the terms and conditions of this agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon City's termination of this agreement for cause, City reserves the right to complete the work by whatever means City deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing its

services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(22) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: PMC
Philip O. Carter, President
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

To the City: Matt Rodriguez, City Manager
13831 San Pablo Avenue
San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(23) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

The City acknowledges that preliminary documents are not construction documents and that such documents shall not be used for construction. Documents prepared by the Consultant are not intended nor represented to be suitable for reuse or modification by the City.

(24) Amendments. This agreement may be modified or amended only by a written document executed by both Consultant and City 's City Manager and approved as to form by the City Attorney of the City of San Pablo. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

(25) Abandonment by Consultant. In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Consultant agrees to be financially responsible to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the contract had Consultant completed the project.

(26) **Waiver**. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

(27) **No Third-party Rights**. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

(28) **Severability**. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

(29) **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(30) **Controlling Law**. This agreement and all matters relating to it shall be governed by the laws of the State of California.

(31) **Breach**. In the event that Consultant fails to perform any of the services described in this agreement or otherwise breaches the agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(32) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which gave provided grant funding (if any) for the subject Project and the City may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.

(33) **Conflict of Interest**. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter

which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code ' 81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(34) Copyright. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

(35) Time is of the Essence. In the performance of this agreement, time is of the essence. Consultant shall be available to begin performance of services under this agreement immediately upon written notification of the execution of this agreement. All work as outlined in the scope of services in Exhibit A must be completed in a prompt and timely manner.

(36) Whole Agreement. This agreement has 16 pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(37) Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

APPROVED AS TO FORM:

By _____
Brian M. Libow, City Attorney

CITY OF SAN PABLO
a Municipal Corporation

By _____
Matt Rodriguez, City Manager

APPROVED AS TO CONTENT:

By _____

Dated: March 19, 2012

By _____
Consultant

REQUEST FOR COUNCIL ACTION

CITY OF SAN PABLO
City of New Directions

PREPARED BY: Michele Rodriguez, Manager **DATE OF MEETING:** May 5, 2014

DATE: April 25, 2014 **PHONE:** (510) 215-3030

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE LOCAL GOVERNMENT COMMISSION AND THE CONTRA COSTA HEALTH SERVICES TO ASSIST WITH IMPLEMENTATION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION ENVIRONMENTAL JUSTICE PLANNING GRANT TO DEVELOP A RUMRILL BOULEVARD/13TH STREET "COMPLETE STREETS" CORRIDOR MOBILITY PLAN. THIS PLAN IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER 15306 INFORMATION COLLECTION, CLASS 6.

APPROVED: _____ _____ _____
DEPARTMENT HEAD CITY MANAGER CITY ATTORNEY

RECOMMENDATION
Adopt resolution.

COMPLIANCE STATEMENTS

FY 2013-14 Council Priority Workplan Compliance Statement
To develop Public Facilities for Active Living is an adopted policy item under the FY 2013-14 Council Priority Workplan, effective July 1, 2013.

CEQA Compliance Statement
This Plan is exempt under 15306 Information Collection, Class 6, consisting of basic data collection, research, and resource evaluation activities which will not result in a major disturbance to an environmental resource.

BACKGROUND
The California Department of Transportation (CalTrans) awarded a $250,000 Environmental Justice Grant to the City of San Pablo to develop a Complete Streets Corridor Mobility Plan for Rumrill Boulevard. The Environmental Justice Grant Program is intended to promote the involvement of low-income and minority communities, and Native American Tribal Governments, in the planning for transportation projects to prevent or mitigate disproportionate, negative impacts while improving their mobility, access, safety, and opportunities for affordable housing and economic development.

The Rumrill Boulevard/13th Street Plan is intended to create a safe and complete street that

Departmental Coordination

☐ Comm. Services _____ ☑ Finance _____

☐ Police _____ ☐ Public Works _____

encourages multiple modes of transportation such as bicycling, walking, and public transit use. The study area boundary is between Contra Costa College (to the north) and the Richmond Bart station (to the south). The project will create connectivity to several important nodes in between these two points including Helms Middle School, Davis Park, Dover Elementary School, Downer Elementary School, Richmond High School, Wildcat Creek, and the planned Soccer Sports Complex and International Student Housing.

The City of San Pablo is the lead on this effort and will be partnering with the City of Richmond, Contra Costa Health Services (CCHS), and the Local Government Commission (LGC). The contracts with CCHS and the LGC include a significant multilingual public outreach and empowerment process designed to solicit input on community vision and priorities, ensure strong community ownership in the design process and build community capacity to participate meaningfully in planning processes. Participation from key community groups, schools, churches, commercial business owners, and an advisory board will occur. Community outreach through blanketing of direct mail, workshops, walking audits, and other public input activities is planned.

FISCAL IMPACT

The City as lead on this multi-year project (February 28, 2014-February 27, 2016), has committed to the value of a $25,000 in-kind Local Match. This in-kind match will be met with staff salaries from the existing Development Services budget—no additional appropriations needed.

Attachments:
- Agreement for Consulting Services between the City of San Pablo and Local Government Commission
- Agreement for Consulting Services between the City of San Pablo and Contra Costa County Health Services
- Fund Transfer Agreement Caltrans and the City of San Pablo including Tasks, Deliverables, and Project Timeline

RESOLUTION 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE LOCAL GOVERNMENT COMMISSION AND THE CONTRA COSTA HEALTH SERVICES TO ASSIST WITH IMPLEMENTATION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION ENVIRONMENTAL JUSTICE PLANNING GRANT TO DEVELOP A RUMRILL BOULEVARD/13TH STREET "COMPLETE STREETS" CORRIDOR MOBILITY PLAN, AND FINDING THE PROJECT CATEGORICALLY EXEMPT PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER 15306 INFORMATION COLLECTION, CLASS 6.

WHEREAS, the City of San Pablo has entered into Fund Transfer Agreement #74A0756 with the California Department of Transportation (CalTrans) Transportation; and

WHEREAS, the Environmental Justice Planning Grant program funds will be used in the City of San Pablo to involve low-income and minority communities, in the planning for a Mobility Plan for Rumrill Boulevard to improve mobility for pedestrians, bicycles, and access to public transportation; and

WHEREAS, the City of San Pablo is ready and willing to involve our partners the City of Richmond, the Local Government Commission, and Contra Costa County Health to complete public outreach, education, and planning for this purpose; and

WHEREAS, the grant funds will be targeted toward initiation and development of a Mobility Plan; and

WHEREAS, the study area would stretch to encompass and develop a connection between Contra Costa College (on the north end) and the Richmond Bart station (on the south end), plus connectivity to other important nodes in between these two points; and

WHEREAS, the contracts will ensure the CalTrans approved scope of work, deliverables, and project timeline will be met; and

NOW THEREFORE, BE IT RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Council finds that the project is categorically exempt under CEQA Guidelines Section 15306 information collection, Class 6, and authorizes the City Manager to execute all contracts and any amendments thereto and direct the City Clerk to file a Notice of Exemption with the County.

* * * * * * *

Adopted this 5th day of May, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

ATTEST:

Ted J. Denney, City Clerk

APPROVED:

Paul V. Morris, Mayor

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF SAN PABLO AND LOCAL GOVERNMENT COMMISSION FOR THE RUMRILL BLVD/13TH STREET CORRIDOR MOBILITY PLAN
Project [#607-000]

THIS AGREEMENT, dated this day of May, 2014, is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City "), whose address is 13831 San Pablo Ave., San Pablo, California 94806, and Local Government Commission (hereinafter referred to as "Consultant"), whose address is 1303 J Street., Suite 250, Sacramento, CA 95814-2936, Telephone (916)-448-1198, for Community Outreach Consulting Services.

RECITALS:

WHEREAS, the City desires to partner with Local Government Commission for the Rumrill Boulevard/13th Street Corridor Mobility Plan. Local Government Commission is a nonprofit, nonpartisan, membership organization driven to establish and nurture a healthy, engaged, and equitable human and natural environment. With its expertise, Local Government Commission will lead a comprehensive outreach and empowerment process designed to solicit input on community vision and priorities, ensure strong community ownership in the design process and build community capacity to participate meaningfully in planning processes. Local Government Commission will assist the City staff with workshop development and facilitation and multi-modal transportation planning expertise.

WHEREAS, Consultant desires to enter into the agreement described herein with the City as an independent contractor;

WHEREAS, Consultant has represented to City, and does in fact have the special training, skill, competence and expertise necessary to render the consulting services contemplated herein;

WHEREAS, the City desires to engage a professional who will act at all times with the City's best interest in mind and who will respect the trust and confidence placed in that professional by the City;

WHEREAS, Consultant is willing to render such consulting services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

AGREEMENT:

(1) Scope of Service.

Term and Scope of Services

The City of San Pablo and the California Department of Transportation (Cal Trans) has entered into a Fund Transfer Agreement, Agreement 74A0756 effective February 28, 2014 – February 27, 2016, Exhibit A. Consultant agrees to provide consulting services to the City in conformance with these Agreements and approved timeline, scope of work, and deliverables. Here in after referred to as Exhibit A, which is attached and incorporated herein by reference. In the event of any discrepancy between any of the terms of Consultant's proposal, the City's Request for Proposal, and this agreement, the terms most favorable to the City shall prevail.

Consultant shall provide the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto, including, but not limited to, the following:

Quality of Performance

Consultant agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein.

Consultant shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager shall determine whether services provided by Consultant pursuant to this Agreement are satisfactory to the City. If during the course of this Agreement, it is determined services being provided are not satisfactory, Consultant shall take such corrective action as the City may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the City's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(2) Compensation.

Notwithstanding any contrary indications which may be contained in Consultant's proposal, in exchange for the satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments and outcomes identified herein and in the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **$32,510** as follows:

Consultant shall be paid within thirty (30) days of receipt of billings for work completed and approved, unless Cal Trans is disputing consultants invoice and until issues are resolved. Invoices shall be submitted containing all information contained in paragraph 6 "Billings" below. In no event shall Consultant be entitled to compensation for extra work unless an approved change order, or other authorization describing the extra work and payment terms, has been executed by City prior to the commencement of the work.

Invoices must be signed by an authorized representative of Consultant, who shall verify that the invoiced services have been performed.

(3) **Changes In Work-Extra Work**. In addition to services described in section 1, the parties may from time to time agree in writing that Consultant, for additional compensation, shall perform additional services. The City and Consultant shall agree in writing to any changes in compensation and/or changes in Consultant's services prior to the commencement of any work. If Consultant deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Consultant shall immediately inform the City in writing of the fact. The City shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide compensation to the Consultant in accordance with an agreed cost that is fair and equitable.

This cost will be mutually agreed upon by the City and Consultant. A supplemental agreement providing for such compensation for extra work shall be negotiated between the City and the Consultant.

(4) **Effective Date and Term**. The effective date of this agreement is May 1, 2014 and it shall terminate on June 30, 2014.

(5) **Independent Contractor Status**. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the City. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this agreement. Consultant shall not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and desires. In any case where an opportunity is made available to Consultant, Consultant will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the City. If Consultant accepts an engagement, such an acceptance is deemed an affirmative admission that Consultant possesses the necessary skills, background, and licenses to perform the needed services. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the work set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration or termination of this agreement, Consultant will sign a new contract.

(6) **Billings**. The Consultant shall bill at least quarterly, but no more than monthly on the 1st of each month. Consultant bills shall be consistent in content with the Cal Trans Agreement Section #7 regarding Payment and Invoicing (e.g., per diem rates, invoicing, travel http://www.dot.ca.gov/hq/asc/travel/ch12/htm , reimbursement etc). Consultant's bills shall include the minimum following information:

Reference the City of San Pablo and the California Department of Transportation (Cal Trans) Fund Transfer Agreement, 74A0756, a brief description of services performed, the date the services were performed, the number of hours spent and by whom, their hourly rate, the contract amount, current invoice amount, outstanding invoice amounts, amount remaining in contract, and the consultant's signature. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performances of this agreement shall be incurred at the Consultant's discretion. Such expenses shall be Consultant's sole financial responsibility

(7) Advice and Status Reporting. Consultant shall provide deliverables using the Deliverables Template Exhibit B. Consultant shall provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to City such information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant shall notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after discovery of the same.

(8) Retention of Records. Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described within the proposal of services submitted to the City shall upon request be available for review by the City, and copies of pertinent reports and correspondence, upon written request, shall be furnished for the files of City. Consultant shall maintain adequate documentation to substantiate all charges for hours and materials charged to City under this agreement. Consultant shall maintain the records and any other records related to the performance of this agreement and shall allow City access to such records for a period of four (4) years after the completion of the work to which records relate.

At City's request, or upon completion or termination of this agreement, Consultant shall return to City all plans, maps, cost estimates, project financial records, reports, and related documents.

All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City and all data prepared or obtained under this contract shall be made available, upon request, to the City without restrictions or limitations on their use.

Consultant and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall

make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the City, State, F.H.W.A, and/or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested. Consultant also agrees to submit all records, books, documents, and related material for audit evaluation by the City, State, F.H.W.A., or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

(9) Written Reports and Documents. In accordance with Government Code section 7550, any document or written report prepared by Consultant for or under the direction of City shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(10) Record and Fiscal Control System

Consultant shall maintain its financial records and fiscal control systems in a manner that meets the approval of the City; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, worker's compensation and other taxes as may be due; and unless exempt, procure and maintain a City of San Pablo Business License. Consultant shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(11) Access to Records; Audits

The City shall have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(12) Consultant's Testimony. Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's services.

(13) Designation of Primary Provider of Services. This agreement contemplates the services of Local Government Commission. The primary provider of the services called for by this agreement shall be Mr. Josh Meyer, who shall not be replaced without the written consent of City

(14) Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this agreement. If City asks Consultant to remove a person

assigned to the work called for under this agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) Assignment and Subcontracting. It is recognized by the parties that a substantial inducement to City for entering into this agreement was, and is, the reputation and competence of Consultant. The assignment of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of City Manager. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City Manager.

(16) Insurance.

A. **General, Automotive, and Employer's Liability, and Workers' Compensation Provisions.** On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. Consultants shall maintain limits no less than set forth below. If the consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the consultant.

1. **General Liability:** **$2,000,000**
   (Includes operations, products and completed operations.)

   Per occurrence for bodily injury, personal injury, and property damage.

2. **Automotive Liability:** **$1,000,000**

   Per accident for bodily injury and property damage

3. **Workers' Compensation: As Required by the State of California.** The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

4. **Employers' Liability:** **$1,000,000 each accident;**

   $1,000,000 policy limit bodily injury by disease, **$1,000,000** each employee bodily injury by disease.

5. **Deductibles and Self-Insured Retentions**

   Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Consultant's insurance policy, or as a separate owner's policy.

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

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.

- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

  (i) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.

  (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

  (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

(iv) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(v) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.

Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of City Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

7. Waiver of Subrogation.

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

8. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

9. Verification of Coverage

Consultant shall furnish the City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the city, unless the insurance company will not use the City's forms. All endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications.

10. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

B. **Professional Liability.** Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one (1) million dollars covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible or self-insured retention shall not exceed $50,000 per claim.

(ii) Notice that cancellation, material change, or non-renewal must be received by the City at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

(iii) The policy must contain a cross liability or severability of interest clause.

(iv) The following provisions shall apply if the professional liability coverages are written on a claims-made form:

1. The retroactive date of the policy must be shown and must be before the date of the agreement.

2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.

3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the agreement or the work. The City shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this agreement.

(v) The policy shall not allow for "eroding coverage."

C. **City Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;

(ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

(iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's breach.

(17) Standard of Care. It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner consistent with the standard of care of the of the industry, and Consultant thus agrees to so perform the work. Acceptance by City of the work performed under this agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a manner consistent with the standards of the profession. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(18) Indemnification

A. To the fullest extent permitted by law, the Consultant shall (1) immediately defend, and (2) indemnify the City, and its officials, volunteers, officers, and employees from and against all liabilities regardless of nature or type directly or indirectly, in whole or in part, arising out of or resulting from Consultant's performance of services under this contract, or any negligent or wrongful act or omission of the Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

B. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and

distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

C. The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

D. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this Agreement.

(19) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Consultant shall obtain and maintain a City of San Pablo Business License until all contract services are rendered and accepted by the City.

(20) Nondiscriminatory Employment Practices and Compliance With Law.

Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

(21) Termination.

A. City may terminate this agreement at its sole discretion at any time prior to completion by the Consultant of the services required hereunder. Notice of termination of this agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Consultant. If the City should terminate this agreement, the Consultant shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or his employees, or services of others ordered by the Consultant or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or his employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with percentage of project completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Consultant. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this agreement for cause by providing Consultant with one day's written notice of such termination should Consultant violate any of the terms and conditions of this agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon City's termination of this agreement for cause, City reserves the right to complete the work by whatever means City deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing its services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(22) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Local Government Commission
ATTN: Josh Meyer
1303 J Street, Suite 250
Sacramento, CA 95814-2936

To the City: Project Manager, Michele Rodriguez
13831 San Pablo Avenue, Building 3
San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(23) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(24) Amendments. This agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

(25) Abandonment by Consultant. In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Consultant agrees to be financially responsible to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the contract had Consultant completed the project.

(26) Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

(27) No Third-Party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

(28) Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the

authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

(29) Compliance with Laws. In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(30) Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

(31) Breach. In the event that Consultant fails to perform any of the services described in this agreement or otherwise breaches the agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(32) Inspection by Other Agencies. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which gave provided grant funding (if any) for the subject Project and the City may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.

(33) Conflict of Interest. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code ' 81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by city staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(34) Copyright. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

(35) Time is of the Essence. In the performance of this agreement, time is of the essence. Consultant shall be available to begin performance of services under this agreement immediately upon written notification of the execution of this agreement.

(36) Whole Agreement. This agreement has **16** pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(37) Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

APPROVED AS TO FORM:

By _____
Brian M. Libow, City Attorney

CITY OF SAN PABLO
A Municipal Corporation

By _____
Matt Rodriguez, City Manager

APPROVED AS TO CONTENT:

Dated: _____

By _____
Michele Rodriguez, Project Manager

By _____
Consultant

Attachments:
Exhibit A: Fund Transfer Agreement including scope of work, timeline, and deliverables.
Exhibit B: Deliverables Template

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF SAN PABLO AND CONTRA COSTA HEALTH SERVICES FOR THE RUMRILL BLVD/13TH STREET CORRIDOR MOBILITY PLAN
Project No._ #607-000

THIS AGREEMENT, dated this day of May, 2014, is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City "), whose address is 13831 San Pablo Ave., San Pablo, California 94806, and Contra Costa Health Services (hereinafter referred to as "Consultant"), whose address is 597 Center Ave., Suite 100, Martinez, CA 94553, Telephone (925) 957-5400, for Community Outreach and Education Consulting Services.

RECITALS:

WHEREAS, the City desires to work with Contra Costa Health Services for the Rumrill Boulevard/13th Street Corridor Mobility Plan. Contra Costa Health Services, with its expertise in health-related public transportation planning projects and engaging community members, has partnered on other successful environmental justice planning projects. Contra Costa Health Services will lead a comprehensive outreach and empowerment process designed to solicit input on community vision and priorities, ensure strong community ownership in the design process and build community capacity to participate meaningfully in planning processes. Contra Costa Health Services will also lead the community outreach effort, identifying and recruiting participation from key community groups, schools, churches, and advisory boards.

WHEREAS, Consultant desires to enter into the agreement described herein with the City as an independent contractor;

WHEREAS, Consultant has represented to City, and does in fact have the special training, skill, competence and expertise necessary to render the consulting services contemplated herein;

WHEREAS, the City desires to engage a professional who will act at all times with the City's best interest in mind and who will respect the trust and confidence placed in that professional by the City;

WHEREAS, Consultant is willing to render such consulting services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

AGREEMENT:

(1) Scope of Service.

Term and Scope of Services

The City of San Pablo and the California Department of Transportation (Cal Trans) has entered into a Fund Transfer Agreement, Agreement 74A0756 effective February 28, 2014 – February 27, 2016, Exhibit A. Consultant agrees to provide consulting services to the City in conformance with these Agreements and approved timeline, scope of work, and deliverables. hereinafter referred to as Exhibit A. Consultant agrees to provide consulting services to the City in conformance with the scope of work submitted by Consultant, Contra Costa Health Services, hereinafter referred to as Exhibit A, which is attached and incorporated herein by reference. In the event of any discrepancy between any of the terms of Consultant's proposal, the City's Request for Proposal, and this agreement, the terms most favorable to the City shall prevail.

Consultant shall provide the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto, including, but not limited to, the following:

Quality of Performance

Consultant agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein.

Consultant shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager shall determine whether services provided by Consultant pursuant to this Agreement are satisfactory to the City. If during the course of this Agreement, it is determined services being provided are not satisfactory, Consultant shall take such corrective action as the City may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the City's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(2) Compensation.

Notwithstanding any contrary indications which may be contained in Consultant's proposal, in exchange for the satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments and outcomes identified herein and in the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **$39,885** as follows:

Consultant shall be paid within thirty (30) days of receipt of billings for work completed and approved. unless Cal Trans is disputing consultants invoice and until issues are resolved Invoices shall be submitted containing all information contained in paragraph 6 "Billings" below. In no event shall Consultant be entitled to compensation for extra work unless an approved change order, or other authorization describing the extra work and payment terms, has been executed by City prior to the commencement of the work.

Invoices must be signed by an authorized representative of Consultant, who shall verify that the invoiced services have been performed.

(3) **Changes In Work-Extra Work**. In addition to services described in section 1, the parties may from time to time agree in writing that Consultant, for additional compensation, shall perform additional services. The City and Consultant shall agree in writing to any changes in compensation and/or changes in Consultant's services prior to the commencement of any work. If Consultant deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Consultant shall immediately inform the City in writing of the fact. The City shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide compensation to the Consultant in accordance with an agreed cost that is fair and equitable.

This cost will be mutually agreed upon by the City and Consultant. A supplemental agreement providing for such compensation for extra work shall be negotiated between the City and the Consultant.

(4) **Effective Date and Term**. The effective date of this agreement is May 1, 2014 and it shall terminate on June 30, 2014.

(5) **Independent Contractor Status**. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the City. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this agreement. Consultant shall not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and desires. In any case where an opportunity is made available to Consultant, Consultant will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the City. If Consultant accepts an engagement, such an acceptance is deemed an affirmative admission that Consultant possesses the necessary skills, background, and licenses to perform the needed services. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the work set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration or termination of this agreement, Consultant will sign a new contract.

(6) **Billings**. The Consultant shall bill at least quarterly, but no more than monthly on the 1st of each month. Consultant bills shall be consistent in content with the Cal Trans

Agreement Section #7 regarding Payment and Invoicing (e.g., per diem rates, invoicing, travel http://www.dot.ca.gov/hq/asc/travel/ch12/htm , reimbursement etc). Consultant's bills shall include the minimum following information:
Reference the City of San Pablo and the California Department of Transportation (Cal Trans) Fund Transfer Agreement, 74A0756, a brief description of services performed, the date the services were performed, the number of hours spent and by whom, their hourly rate, the contract amount, current invoice amount, outstanding invoice amounts, amount remaining in contract, and the consultant's signature. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performances of this agreement shall be incurred at the Consultant's discretion. Such expenses shall be Consultant's sole financial responsibility

(7) Advice and Status Reporting. Consultant shall provide deliverables using the Deliverables Template Exhibit B. Consultant shall provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to City such information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant shall notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after discovery of the same.

(8) Retention of Records. Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described within the proposal of services submitted to the City shall upon request be available for review by the City, and copies of pertinent reports and correspondence, upon written request, shall be furnished for the files of City. Consultant shall maintain adequate documentation to substantiate all charges for hours and materials charged to City under this agreement. Consultant shall maintain the records and any other records related to the performance of this agreement and shall allow City access to such records for a period of four (4) years after the completion of the work to which records relate.

At City's request, or upon completion or termination of this agreement, Consultant shall return to City all plans, maps, cost estimates, project financial records, reports, and related documents.

All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City and all data prepared or obtained under this contract shall be made available, upon request, to the City without restrictions or limitations on their use.

Consultant and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the City, State, F.H.W.A, and/or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested. Consultant also agrees to submit all records, books, documents, and related material for audit evaluation by the City, State, F.H.W.A., or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

(9) Written Reports and Documents. In accordance with Government Code section 7550, any document or written report prepared by Consultant for or under the direction of City shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(10) Record and Fiscal Control System

Consultant shall maintain its financial records and fiscal control systems in a manner that meets the approval of the City; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, worker's compensation and other taxes as may be due; and unless exempt, procure and maintain a City of San Pablo Business License. Consultant shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(11) Access to Records; Audits

The City shall have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(12) Consultant's Testimony. Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's services.

(13) Designation of Primary Provider of Services. This agreement contemplates the services of Contra Costa Health Services. The primary provider of the services called for by this agreement shall be Mr. Coire Reilly, who shall not be replaced without the written consent of City

(14) **Assignment of Personnel**. Consultant shall assign only competent personnel to perform services pursuant to this agreement. If City asks Consultant to remove a person assigned to the work called for under this agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Assignment and Subcontracting**. It is recognized by the parties that a substantial inducement to City for entering into this agreement was, and is, the reputation and competence of Consultant. The assignment of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of City Manager. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City Manager.

(16) **Insurance**.

A. **General, Automotive, and Employer's Liability, and Workers' Compensation Provisions**. On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. Consultants shall maintain limits no less than set forth below. If the consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the consultant.

1. **General Liability:** **$2,000,000**
   (Includes operations, products and completed operations.)

   Per occurrence for bodily injury, personal injury, and property damage.

2. **Automotive Liability:** **$1,000,000**

   Per accident for bodily injury and property damage

3. **Workers' Compensation: As Required by the State of California.** The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

4. **Employers' Liability:** **$1,000,000 each accident;**

   $1,000,000 policy limit bodily injury by disease, **$1,000,000** each employee bodily injury by disease.

5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Consultant's insurance policy, or as a separate owner's policy.

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

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.

- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

(i) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

(iv) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(v) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.

Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of City Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

7. Waiver of Subrogation.

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

8. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

9. Verification of Coverage

Consultant shall furnish the City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the city, unless the insurance company will not use the City's forms. All endorsements are to be

received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications.

10. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

B. **Professional Liability.** Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one (1) million dollars covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible or self-insured retention shall not exceed $50,000 per claim.

(ii) Notice that cancellation, material change, or non-renewal must be received by the City at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

(iii) The policy must contain a cross liability or severability of interest clause.

(iv) The following provisions shall apply if the professional liability coverages are written on a claims-made form:

1. The retroactive date of the policy must be shown and must be before the date of the agreement.

2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.

3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the agreement or the work. The City shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this agreement.

(v) The policy shall not allow for "eroding coverage."

C. **City Remedies**. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;

(ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

(iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's breach.

(17) Standard of Care. It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner consistent with the standard of care of the of the industry, and Consultant thus agrees to so perform the work. Acceptance by City of the work performed under this agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a manner consistent with the standards of the profession. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(18) Indemnification

A. To the fullest extent permitted by law, the Consultant shall (1) immediately defend, and (2) indemnify the City, and its officials, volunteers, officers, and employees from and against all liabilities regardless of nature or type directly or indirectly, in whole or in part, arising out of or resulting from Consultant's performance of services under this contract, or any negligent or wrongful act or omission of the Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

B. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

C. The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

D. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this Agreement.

(19) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Consultant shall obtain and maintain a City of San Pablo Business License until all contract services are rendered and accepted by the City.

(20) Nondiscriminatory Employment Practices and Compliance With Law.

Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the

Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

(21) Termination.

A. City may terminate this agreement at its sole discretion at any time prior to completion by the Consultant of the services required hereunder. Notice of termination of this agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Consultant. If the City should terminate this agreement, the Consultant shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or his employees, or services of others ordered by the Consultant or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or his employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with percentage of project completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Consultant. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this agreement for cause by providing Consultant with one day's written notice of such termination should Consultant violate any of the terms and conditions of this agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon City's termination of this agreement for cause, City reserves the right to complete the work by whatever means City deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing its services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(22) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Contra Costa Health Services
ATTN: Coire Reilly
597 Center Ave., Suite 100
Martinez, CA 94553

To the City: Project Manager, Michele Rodriguez
13831 San Pablo Avenue, Building 3
San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(23) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(24) Amendments. This agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

(25) Abandonment by Consultant. In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Consultant agrees to be financially responsible to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the contract had Consultant completed the project.

(26) Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

(27) No Third-Party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

(28) Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

(29) Compliance with Laws. In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(30) Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

(31) Breach. In the event that Consultant fails to perform any of the services described in this agreement or otherwise breaches the agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(32) Inspection by Other Agencies. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which gave provided grant funding (if any) for the subject Project and the City may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.

(33) Conflict of Interest. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should

nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code ' 81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by city staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(34) Copyright. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

(35) Time is of the Essence. In the performance of this agreement, time is of the essence. Consultant shall be available to begin performance of services under this agreement immediately upon written notification of the execution of this agreement. All consulting work as outlined in the scope of services in Exhibit A.

(36) Whole Agreement. This agreement has **16** pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(37) Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

APPROVED AS TO FORM:

By _____
Brian M. Libow, City Attorney

CITY OF SAN PABLO
A Municipal Corporation

By _____
Matt Rodriguez, City Manager

APPROVED AS TO CONTENT:

Dated: _____

By _____
Michele Rodriguez, Project Manager

By _____
Consultant

Attachments: Exhibit A: Fund Transfer Agreement
Exhibit B: Scope of Work

FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the City of San Pablo, herein after referred to as **AGENCY**, will commence on **February 28, 2014** or approval by **CALTRANS**, whichever occurs later. This FTA is of no effect unless approved by **CALTRANS**. Agency shall not receive payment for work performed prior to approval of the FTA and before receipt of notice to proceed by the **CALTRANS** Contract Manager. This FTA shall expire on **February 27, 2016**.

RECITALS

1. Under this FTA, CALTRANS is conveying State grant funds to AGENCY, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY.

2. AGENCY has agreed to implement "**Rumrill Boulevard/ 13th Street Corridor Mobility Plan**," hereinafter the Project, subject to the terms and conditions of this FTA. The "Rumrill Boulevard/ 13th Street Corridor Mobility Plan" Scope of Work and Project timeline are attached hereto as **Attachment II**.

3. The resolution authorizing AGENCY to execute this FTA pertaining to the above described Project is attached hereto as **Attachment I**.

4. All services performed by AGENCY pursuant to this FTA are intended to be performed in accordance with all applicable State and AGENCY laws, ordinances, regulations, and **CALTRANS** published manuals, policies, and procedures. In case of conflict between State and **AGENCY** laws, ordinances, or regulations, the order of precedence applicability of these laws shall be State and **AGENCY** laws and regulations respectively.

5 Project funding is as follows:

FUND TITLE	FUND SOURCE	DOLLAR AMOUNT
SHA	STATE	$ 250,000.00

6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to AG Opinions: 58 Ops. AG 586 (1974), 63 Ops. AG 290 (1980) 74 Ops AG 10 (1991), and 88 Ops AG 56.

SECTION I

AGENCY AGREES:

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this FTA.

SECTION II

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **AGENCY** and **CALTRANS** agree as follows:

1. **Notification of Parties**

   a. AGENCY's Project Manager, Matt Rodriguez, (510) 215-3033

   b. CALTRANS' Contract Manager, Emmanuel Mekwunye, (510) 286-6326

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

   CITY OF SAN PABLO
   ATTENTION: MATT RODRIGUEZ, PROGRAM MANAGER
   13831 SAN PABLO AVENUE
   SAN PABLO, CA 94806

   CALIFORNIA DEPARTMENT OF TRANSPORTATION
   DISTRICT 4/ TRANSPORTATION PLANNING
   ATTENTION: EMMANUEL MEKWUNYE, CONTRACT MANAGER
   111 GRAND AVENUE
   OAKLAND, CA 94612

2. **Period of Performance**

   a. Reimbursable work under this FTA shall begin no earlier than on **February 28, 2014,** contingent upon the approval by CALTRANS and receipt of the Notice to Proceed letter of this FTA by the CALTRANS Contract Manager, and will expire on **February 27, 2016**

   b AGENCY will attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of Notice to Proceed letter by the CALTRANS' Contract Manager.

3. **Changes in Terms/Amendments**

   This FTA may only be amended or modified by mutual written agreement of the parties

4. **Cost Limitation**

a. The total amount reimbursable to AGENCY pursuant to this FTA by CALTRANS shall not exceed **$ 250,000.00**

b. It is agreed and understood that this FTA fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager at or below that fund limitation established hereinabove.

5. **Termination**

a. CALTRANS reserves the right to terminate this FTA upon written notice to AGENCY at least thirty (30) days in advance of the effective date of such termination in the event AGENCY fails to proceed with PROJECT work in accordance with the terms of this FTA.

b. In the event of termination for convenience, CALTRANS will reimburse AGENCY for all allowable, authorized and non-cancelled costs up to the date of termination.

b. AGENCY has sixty (60) days after the Termination Date to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this FTA Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

6. **Budget Contingency Clause**

a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this FTA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CALTRANS shall have no liability to pay any funds whatsoever to AGENCY or to furnish any other considerations under this Agreement and AGENCY shall not be obligated to perform any provisions of this FTA.

b If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, CALTRANS shall have the option to either terminate this Agreement with no liability occurring to CALTRANS, or offer a FTA Amendment to AGENCY to reflect the reduced amount.

7. **Payment and Invoicing**

a. The method of payment for this FTA will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by AGENCY in performance of the Project work. Indirect costs are reimbursable only if the AGENCY has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in Section II - Cost Principals, Item 9 d. The total cost shall not exceed the cost reimbursement limitation set forth in Section II - Cost Limitations, Item 4. a. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this FTA, as agreed between CALTRANS and AGENCY.

b. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the Project work. AGENCY must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this FTA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.

c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to AGENCY, its sub- recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: p q v hg/asc/travel/ap b/bu1.htm
Also see website for summary of travel reimbursement rules.

d. AGENCY shall submit invoices to CALTRANS at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the CALTRANS' Contract Manager. Invoices shall reference this FTA Number and shall be signed and submitted to the CALTRANS' Contract Manager at the following address, as stated in Section II - Notification of Parties, Item 1.c.

e. Invoices shall include the following information:

   1) Names of the AGENCY personnel performing work

   2) Dates and times of project work

   3) Locations of project work

   4) Itemized costs as set forth in **Attachment II**, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.

   5) AGENCY shall submit written progress reports with each set of invoices to allow the CALTRANS' Contract Manager to determine if AGENCY is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

f. Incomplete or inaccurate invoices shall be returned to the AGENCY unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this FTA for material breach per **Section II - Termination, Item 5.**

g. CALTRANS will reimburse AGENCY for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as CALTRANS fiscal procedures permit upon receipt of an itemized signed invoice.

h The FTA Expiration Date refers to the last date for AGENCY to incur valid Project costs or credits and is the date the FTA expires. AGENCY has sixty (60) days after that

Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Product(s) as defined in **Attachment II** and final invoice to CALTRANS for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

8. **Local Match Funds**

   a Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this FTA.

   b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this FTA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. AGENCY shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Environmental Justice and Community-Based Transportation Planning Handbook located at the Office of Community Planning website:
   http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtp_toolbox.html

9. **Cost Principles**

   a AGENCY agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 225 (formerly Office of Management and Budget Circular A-87), Cost Principles for State, Local and Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

   b. AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

   c. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

   d. Prior to AGENCY seeking reimbursement of indirect costs, AGENCY must prepare

and submit annually to CALTRANS an Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal in accordance with 2 CFR, Part 225 and Local Assistance Procedures Manual (LPP 04-10).

10. **Americans with Disabilities Act**

By signing this FTA, AGENCY assures CALTRANS that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. **Indemnification**

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon AGENCY under this FTA. It is understood and agreed that AGENCY, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or subcontractors under this FTA.

12. **Non-Discrimination**

a. During the performance of this FTA, AGENCY and all of its sub-recipients and its sub-contractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. AGENCY, its subcontractors, and sub-recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY, its subcontractors and sub- recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. AGENCY, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.

b. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

13. **Retention of Records/Audits**

a. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of AGENCY, its contractors, subcontractors and sub-recipients connected with Project performance under this FTA shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this FTA, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and Agency law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

b. For the purpose of determining compliance with applicable State and Agency law in connection with the performance of AGENCY's contracts with third parties pursuant to GC Section 8546.7, AGENCY, AGENCY's sub-recipients, contractors, subcontractors, and CALTRANS shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to AGENCY under this FTA. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.

c. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this FTA.

d. Additionally, all grants may be subject to a pre-award audit prior to execution of the FTA to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

14. **Disputes**

a Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the CALTRANS Contract Officer, who may consider any written or verbal evidence submitted by AGENCY. The decision of the CALTRANS Contract Officer shall be the CALTRANS's final decision regarding the dispute

b Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the FTA.

15. **Third-Party Contracts**

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by CALTRANS Contract Manager unless expressly included in **Attachment II** as part of the identified Project work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. AGENCY may use its own procurement procedures as long as the procedures are consistent with the local AGENCY's laws, rules, and ordinances governing procurement. These procurements must also be consistent with all applicable provisions of state law requiring that the AGENCY obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 15, Third Party Contracts. The LAPM can be found and the following link:
http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1.

c. Any subcontract entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to AGENCY's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the CALTRANS Contract Manager.

d. CALTRANS does not have a contractual relationship with the AGENCY's sub-recipients, contractors, or subcontractors and the AGENCY shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

e. Prior authorization in writing by the CALTRANS Contract Manager shall be required before AGENCY enters into any non-budgeted purchase order or sub- agreement for supplies, or consultant services exceeding five thousand dollars ($5,000). AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs.

f. Any subcontract entered into by AGENCY as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred

and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to Section II - Payments and Invoicing, Item 7c.

16. **Drug-Free Workplace Certification**

By signing this FTA, AGENCY hereby certifies under penalty of perjury under the laws of California that AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.

2) The person's or organization's policy of maintaining a Drug-Free workplace;

3) Any available counseling, rehabilitation, and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free policy statement.

2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and AGENCY may be ineligible for the award of any future state contracts if CALTRANS determines that any of the following has occurred: (1) AGENCY has made a false certification or, (2) agency violates the certification by failing to carry out the requirements as noted above.

17. **Relationship of Parties**

It is expressly understood that this FTA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

18. **State-Owned Data**

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

a. **AGENCY** agrees to use the State-owned data only for State purposes under this FTA.

b. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

19. Project Close Out/Final Product

a. **AGENCY** will provide four (4) copies and four (4) electronic versions of the Final Product(s) to the **CALTRANS** Contract Manager.

b. **CALTRANS** reserves the right to withhold final payment to AGENCY pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

RESOLUTION 2013-045

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR A RUMRILL BOULEVARD/13TH STREET CORRIDOR MOBILITY PLAN

WHEREAS, the City of San Pablo will be applying specifically for an Environmental Justice Planning Grant under the California Department of Transportation (CalTrans) Transportation Grant cycle; and

WHEREAS, the Environmental Justice Planning Grant program is intended to promote the involvement of low-income and minority communities, and Native American Tribal Governments, in the planning for transportation projects to prevent or mitigate disproportionate, negative impacts while improving their mobility, access, safety, and opportunities for affordable housing and economic development; and

WHEREAS, the City of San Pablo is eligible to receive State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, if the grant application is successful, the funds would be targeted for the initiation and development of a Mobility Plan aimed to develop the Rumrill/ 13th street corridor into a safe and complete street that encourages multiple modes of transportation such as bicycling, walking, and public transit use; and

WHEREAS, the study area would stretch to encompass and develop a connection between Contra Costa College (on the north end) and the Richmond Bart station (on the south end), plus connectivity to other important nodes in between these two points; and

WHEREAS, a Fund Transfer Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

NOW THEREFORE, BE IT RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute all Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

* * * * * * *

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2013 045

Lelmy M. Corbin, Deputy City Clerk
Executive Secretary

Adopted this 18th day of March, 2013, by the following vote to wit:

AYES:	COUNCILMEMBERS:	Valdez, Kinney, Chao Rothberg, Morris and Calloway
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS.	None

ATTEST:

Ted J. Denney, City Clerk

APPROVED:

Genoveva Garcia Calloway, Mayor

SCOPE OF WORK

Rumrill Boulevard/13th Street Corridor Mobility Plan

INTRODUCTION:
The scope of work detailed below outlines the tasks and anticipated deliverables for the Rumrill Boulevard/13th Street Corridor Mobility Plan (the "Plan"). The project area consists of a commercial/industrial corridor and surrounding areas that transcend jurisdictional boundaries. As such, a strong collaborative effort has been developed with the interest of developing this Plan. The City of San Pablo (CSP), as lead applicant is partnering with the City of Richmond (COR), Contra Costa Health Services (CCHS), the Local Government Commission (LGC) and will select and retain a professional transportation planning consultant to successfully devise a Plan that is developed in partnership with the community and that meets the needs of residents in both cities..

LGC is a nonprofit, nonpartisan, membership organization driven to establish and nurture a healthy, engaged, and equitable human and natural environment. LGC will assist CSP and COR staff with workshop development and facilitation and multi-modal transportation planning expertise. CCHS, with its expertise in health-related public transportation planning projects and engaging community members, has partnered on other successful environmental justice planning projects, and will be an active participant with CSP in this application. These four organizations have worked together successfully on a previous environmental justice planning grant, the San Pablo Avenue Complete Streets Study (Fiscal Year 2011-2012).

RESPONSIBLE PARTIES:
City of San Pablo (CSP), City of Richmond (COR), Local Government Commission (LGC), Contra Costa Health Services (CCHS).

OVERALL PROJECT OBJECTIVES:
The primary objectives of this grant are outlined below. The objectives are to develop a plan that will be in compliance with California Department of Transportation standards, the Regional Compass Blue Print, and the Regional Transportation Plan/Sustainable Communities Strategy.

The Plan will aim to achieve three goals that are shared by both cities:

- Developing a study that includes conceptual designs for transportation improvements needed to develop a Complete Street that encourages multiple modes of transportation along this corridor.
- Increasing the sustainability and economic vitality of this area.
- Encouragement of active living; both cities have recently adopted Health Elements within their respective General Plans with policies aimed at encouraging a healthier lifestyle through the development of improved walking and biking facilities.

The grant would be used for:

- Development of a Plan, consistent with AB1358 *Complete Streets Act*, to improve overall mobility, pedestrian safety, bicycle safety, and support for public transportation along the Rumrill Boulevard/13th Street Corridor (from Contra Costa Community College on the north end, to Richmond BART station on the south end).
- Outreach and education to and empowerment of low-income and minority populations in San Pablo and Richmond, particularly those who live and work near the Rumrill corridor.

- Develop multilingual surveys and outreach materials to ensure complete communication with all residents.

The Plan would include Policies and Conceptual Designs such as:

- Conceptual designs for installation of appropriate universal access pedestrian and bicycle improvements within the corridor to enhance safety and mobility of commuters, recreational riders, and pedestrians.
- Enhancing linkages and access to places/nodes of interest, other modes of transportation, schools, jobs, and businesses within the area.
- Landscape Guidelines with inclusion of a plant palette of Mediterranean and California native plants and consideration of "green street" concepts, such as treatment of storm-water run-off and use of porous pavement.
- Conceptual designs to relocate or modify utilities if needed.
- Analysis and recommendations for development of Quiet Zones on railroad crossings adjacent to the project area.
- Conceptual design of Infrastructure/Streetscape enhancements with the addition of street trees, vegetation, wayfinding signage, monument signage, lighting, street furniture, and/or street medians.

I. Project Contracting

Task 1.1
Project Kick-Off Meeting: Gather existing information and organize a kick-off meeting with CSP, COR, CCHS, and LGC team with Caltrans Staff. Review the project objectives, timeframes and final project scope. Discuss expectations of each agency. Prepare meeting summary document.

- **Responsible Party: CSP**

Task 1.2
Staff Coordination: Bi-weekly status meetings and/or phone calls will be held with team to ensure that the project remains on schedule and within budget. The meetings will include a review of the status of key project milestones and include up-to-date budget summaries. Caltrans staff will be invited to project team meetings.

- **Responsible Party: CSP, COR, LGC, CCHS, Consultant**

Task 1.3
Procurement of consultant: Complete RFP and distribute through a fair and competitive procurement process specifically for this project. Begin consultant selection process, and then select consultant.

- **Responsible Party: CSP, COR, LGC, CCHS**

Task 1.4
Initial meeting with consultant: Meet with LGC, CCHS, and consultant to discuss scope of work and deliverables.

- **Responsible Party: CSP, COR, LGC, CCHS, Consultant**

Task 1.5

Identify Existing Conditions: Identify and document project area existing conditions.

- **Responsible Party:** Consultant, CSP, COR

Task	Deliverable
1.1	*Meeting minutes*
1.2	*Summary notes, action items, schedules, next steps*
1 3	*RFP document; Signed Consultant contract; Copy of procurement procedures*
1.4	*Meeting summary*
1.5	*Existing Conditions report*

2. Public Outreach

LGC and CCHS will lead a comprehensive outreach and empowerment process designed to solicit input on community vision and priorities, ensure strong community ownership in the design process and build community capacity to participate meaningfully in planning processes.

LGC will provide workshop and meeting facilitation that includes presentations, walking audits, and public input activities. Emphasis will be placed on education and training on tools, techniques, and strategies to produce successful active transportation environments that accommodate non-motorized and motorized modes and balance the needs of users of all ages and abilities. Associate Director Paul Zykofsky was born and raised in Mexico City, is fluent in Spanish, and will provide translation at public events, meetings, and for outreach materials as needed.

CCHS will lead the community outreach effort, identifying and recruiting participation from key community groups, schools, churches, and advisory boards. CCHS, LGC, and the consultant will develop and execute the design workshops. In addition to the design workshop series, CCHS will develop and present 3 additional environmental justice and health advocacy workshops, designed to educate and empower 20-30 community residents to be effective and powerful advocates for healthy, sustainable, and environmentally-just neighborhoods.

Task 2.1

Project Advisory Group: CSP, with input from COR, LGC and CCHS, will assemble a Project Advisory Group (PAG) for guidance on how to engage residents, maximize participation at events, and assist with direct outreach.

- **Responsible Party:** CSP

Task 2.2

Site Visit & Stakeholder Meeting (Meeting #1): In close coordination with CSP and COR, LGC and CCHS will organize a half-day site visit to the project area that includes the PAG, project consultant, and staff from CSP, COR, and interested agencies. Participants will tour the corridor by van and on foot and follow with an initial brainstorming on problems, constraints, and opportunities specific to the site.

- **Responsible Party:** CSP, LGC, CCHS

Task 2.3
Community Outreach Plan (Meeting #2): In close coordination with CSP and COR, LGC and CCHS will organize a second meeting of the PAG to develop a detailed plan for outreach materials and strategies to reach all segments of the community.

- **Responsible Party:** CSP, LGC, CCHS

Task 2.4
Publicity and Outreach: In close coordination with CSP, COR and the PAG, LGC and CCHS will draft materials in English and Spanish publicizing the project and events for both print and electronic distribution by the CSP, COR, and CCHS. LGC and CCHS will develop brief surveys for community groups and businesses to identify important issues about the corridor during the outreach process which will feed into the project design. CCHS will distribute flyers and administer surveys at identified nearby stakeholder groups, churches, community groups, and school parent groups. CCHS will also distribute flyers and administer surveys at community and city-wide events such as the San Pablo Farmers' Market.

- **Responsible Party:** CSP, LGC, CCHS

Task 2.5
Community Education: CCHS will recruit 20-30 residents living in close proximity to the corridor to participate in a series of 3 environmental justice and health advocacy workshops. These workshops will focus on ways the built environment affects health, infrastructure planning, the funding and implementation process, and effective ways to implement local visions for healthy, sustainable, and just neighborhoods. By scheduling these advocacy workshops prior to the larger public design workshops, CCHS will ensure well informed and robust participation in the design workshops, as well as word of mouth event promotion.

- **Responsible Party:** CSP, CCHS

Task 2.6
Charrette/Neighborhood Walk & Design Workshops: LGC and CCHS will develop the workshop format and agenda with CSP, COR, and the project consultant and co-facilitate the event in English and Spanish. LGC and the consultant will lead a walking tour of the corridor, followed by a training and education presentation on ways to improve corridor connectivity, mobility, and safety for all modes. Additionally, workshop participants will be organized in small groups to perform table map activities where they will identify key problems of the project area and potential solutions. Two of these design workshops will be held within the course of one week, one focused on the north end of Rumrill Boulevard, and one focused on the south end, closer to the border with Richmond and where Rumrill transitions to 13th Street.

- **Responsible Party:** CSP, LGC, CCHS

Task 2.7
Presentation of Preliminary Concepts: Within approximately one month of the two design workshops, LGC, CCHS, and the project consultant will present back to the community a summary of the input and initial concept alternatives developed by the consultant for review, feedback, and discussion.

- **Responsible Party:** CSP, LGC, CCHS, Consultant

Task 2.8

Presentation of Draft Plan (Meeting #3): Approximately 3 months following the presentation of concept alternatives to the community, LGC and CCHS will organize a third community meeting to review the final set of draft concepts that reflect the community input, and site constraints and opportunities.

- **Responsible Party:** CSP, LGC, CCHS

Task	Deliverable
2.1	*PAG roster, outreach plan*
2.2	*Meeting summary, roster, photographs; maps of site visit locations*
2.3	*Meeting summary*
2.4	*Publicity notices, survey instrument and summary of completed surveys*
2.5	*Roster of resident participants*
2.6	*Workshop agenda, summary, roster, PowerPoint presentation, photographs*
2.7	*Workshop agenda, summary, roster, PowerPoint presentation, initial concept alternatives*
2.8	*Workshop agenda, summary, roster, PowerPoint presentation, final concept alternatives*

3. Rumrill Boulevard/13th Street Design

Task 3.1

Develop Preliminary Improvement Concept Plan: Based on the input received from completed surveys and feedback from the half day site visit, the team will develop a preliminary improvement concept plan for Rumrill Boulevard/13th Street from Contra Costa College to the Richmond BART station. The concept plan will be illustrated with cross sections, plans, sketches, and photos. The consultant will also conduct a field inventory that will include the following:

- Estimate the number of existing pedestrians and bicycle commuters in the plan area and estimate the increase in the number of pedestrians and bicycle commuters resulting from implementation of the plan.
- Include a map and description of existing and proposed improvements.
- Include a map and description of existing and proposed bicycle parking facilities, locations of sidewalks, and additional improvements. These shall include, but not be limited to, bicycle parking at schools, shopping centers, public buildings, and major employment centers.
- Provide a description of pedestrian/bicycle safety and educational programs conducted in the area included within the plan, efforts by law enforcement agency having primary traffic law enforcement responsibility in the area to enforce provisions of the Vehicle Code pertaining to pedestrian/bicycle operation, and the resulting effect on accidents involving bicyclists.
- Provide a description of how the plan has been coordinated and is consistent with other local/regional transportation, air quality, or energy conservation plans.

- **Responsible Party:** CSP, COR, Consultant

Task 3.2
Develop Improvement Concept Alternatives: Based on input received at the two Charrette/Neighborhood Walk & Design Workshops, and building upon the tasks listed above, the team will develop up to three improvement concept alternatives for the Rumrill Boulevard/13th Street corridor. Illustrations will be made in plain view, street cross sections, and sketches. Included will be a map and description of existing and proposed improvements.

- **Responsible Party:** CSP, Consultant

Task 3.3
Develop Preferred Concept Plan: Based on input received at the Presentation of Preliminary Concepts workshop, the team will develop the preferred improvement concept plan for the Rumrill Boulevard/13th Street corridor. Illustrations will be made in plain view, street cross sections, and sketches.

- **Responsible Party:** CSP, COR, Consultant

Task 3.4
Draft Report on Preferred Concept Plan: A draft technical report will be prepared to document existing conditions, summarize the public outreach and workshop process, review the alternative design development process, and present the preferred design alternative that was selected through the public workshops. By this time the plan should be complete with room for minor corrections.

- **Responsible Party:** CSP, Consultant

Task 3.5
Planning Commission Review & Public Comment: The draft technical report and the preferred concept plan will be presented to the City of San Pablo Planning Commission and City of Richmond Planning Commission for public review and comment.

- **Responsible Party:** CSP, COR, Consultant

Task 3.6
Cost Estimates & Implementation Plan: The consultant will provide the city with costs estimates for the recommended improvements and an implementation plan identifying funding opportunities.

- **Responsible Party:** Consultant

Task 3.7
Final Report & Concept Plan: The draft technical report and concept plan will be finalized based on the comments provided by the Planning Commission and the public.

- **Responsible Party:** CSP, COR, Consultant

Task	Deliverable
3.1	*Preliminary Improvement Concept Plan including sketches, illustrations, maps, photos, cross sections, etc.*
3.2	*Improvement Concept Alternatives including sketches and illustrations*
3 3	*Preferred Concept Plan including sketches, illustrations, cross sections*
3.4	*Draft report on Preferred Concept Plan detailing existing conditions, public outreach processes, design development process, and preferred design*
3.5	*PowerPoint presentation, meeting agenda, meeting notes*
3 6	*Copy of Estimates and Implementation Plan*
3.7	*Copy of Final Report and Concept Plan*

4. Adoption of Conceptual Plan Design

Task 4.1

Planning Commission Public Hearing: Staff will present the final conceptual plan for Planning Commission consideration and recommendation of approval to the City Council. This meeting will be noticed as a public hearing and the public will have an opportunity to comment and speak on behalf or against the plan.

- **Responsible Party:** CSP, COR

Task 4.2

City Council Public Hearing: The final conceptual plan will be considered by the San Pablo City Council for approval and adoption. This meeting will be noticed as a public hearing and the public will have an opportunity to comment and speak on behalf or against the plan.

- **Responsible Party:** CSP, COR

Task	Deliverable
4.1	*Meeting notes, copy of Resolution, Notices of Public Hearing*
4.2	*Meeting notes, copy of Resolution, Notices of Public Hearing*

5. Fiscal Management

Task 5.1

Invoicing: Project administration ensuring proper documentation of expenditures and timely use of funds. Monthly invoices will be submitted to the Caltrans project manager.

- **Responsible Party:** CSP

Task 5.2

Quarterly Reports: Monitor ongoing progress and prepare quarterly reports, identifying milestones. City staff will submit quarterly reports to Caltrans District staff providing a summary of project progress and grant/local match expenditures.

- **Responsible Party:** CSP, Consultant

Task 5.3
Close out: The City will provide Caltrans with copies of the project close out report and survey.

- **Responsible Party:** CSP

Task	**Deliverable**
5.1	*Invoice packages*
5 2	*Quarterly progress reports*
5.3	*Four copies (electronic and hard copies) of the final close-out report and completed close-out survey*

California Department of Transportation
Transportation Planning Grants
Fiscal Year 2013-2014

PROJECT TIMELINE

Project Title	Rumrill Boulevard/13th Street Corridor Mobility Plan	Grantee	City of San Pablo

Task Number	Task Title	Responsible Party	Budget			FY 2013/14												FY 2014/15												FY 2015/16						Deliverable
			Total Cost	Grant Amount	Local Cash Match	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	
1.1	Project Kick-Off Meeting	CSP	$1,815	$1,650	$165																															Meeting summary; Notice to Proceed from Caltrans
1.2	Staff Coordination	CSP, CGR, LGG, CCHS, Consultant	$8,140	$7,400	$740																															Summary notes, action items, schedules, next steps
1.3	Contract with LGC	CSP	$35,750	$32,500	$3,250																															Sub-recipient contract (LGC)
1.4	Contract with CCHS	CSP	$43,874	$39,885	$3,989																															Sub-recipient contract (CCHS)
1.5	Procurement of consultant	CSP, CGR, LGG, CCHS, Consultant	$5,335	$4,850	$485																															RFP document; Consultant contract
1.6	Initial meeting with consultant	CSP, CGR, LGG, CCHS, Consultant	$1,925	$1,750	$175																															Meeting summary
2.1	Project Advisory Group	CSP	$2,420	$2,200	$220																															PAG roster, outreach plan
2.2	Site Visit & Stakeholder Meeting (Mtg #1)	CSP, LGC, CCHS	$1,925	$1,750	$175																															Meeting summary, roster, photographs; maps of site visit locations
2.3	Community Outreach Plan (Mtg #2)	CSP, LGC, CCHS	$1,375	$1,250	$125																															Meeting summary
2.4	Publicity & Outreach	CSP, LGC, CCHS	$1,925	$1,750	$175																															Publicity notices, survey instrument and summary of completed surveys
2.5	Community Education	CSP, CCHS	$935	$850	$85																															Roster of resident participants
2.6	Charrette/Neighborhood Walk & Design Workshop	CSP, LGC, CCHS	$2,255	$2,050	$205																															Workshop agenda, summary, roster, PowerPoint presentation, photographs
2.7	Presentation of Preliminary Concepts	CSP, LGC, CCHS, Consultant	$1,403	$1,275	$128																															Workshop agenda, summary, roster, PowerPoint presentation, initial concept alternatives
2.8	Presentation of Draft Plan (Mtg #3)	CSP, LGC, CCHS	$825	$750	$75																															Workshop agenda, summary, roster, PowerPoint presentation, final concept alternatives
3.1	Develop Preliminary Improvement Concept Plan	CSP, Consultant	$33,402	$30,365	$3,037																															Preliminary Improvement Concept Plan including sketches, illustrations, maps, photos, cross sections, etc.
3.2	Develop Improvement Concept Alternatives	CSP, Consultant	$35,805	$32,550	$3,255																															Improvement Concept Alternatives including sketches and illustrations
3.3	Develop Preferred Concept Plan	CSP, Consultant	$20,350	$18,500	$1,850																															Preferred Concept Plan including sketches, illustrations, cross sections

Revised April 24, 2014

3.4	Draft Report on Preferred Concept Plan	CSP, Consultant	$14,080	$12,800	$1,280	Draft report on Preferred Concept Plan detailing existing conditions, public outreach processes, design development process, and preferred design
3.5	Planning Commission Review & Public Comment	CSP, COR, Consultant	$495	$450	$45	PowerPoint presentation, meeting agenda, meeting notes
3.6	Cost Estimates & Implementation Plan	Consultant	$24,255	$22,050	$2,205	Copy of Estimates and Implementation Pla
3.7	Final Report & Concept Plan	CSP, COR, Consultant	$18,178	$16,525	$1,653	Copy of Final Report and Concept Plan
4.1	Planning Commission Public Hearing	CSP, COR	$275	$250	$25	Meeting notes, copy of Resolution, Notices of Public Hearing
4.2	City Council Public Hearing	CSP, COR	$275	$250	$25	Meeting notes, copy of Resolution, Notices of Public Hearing
5.1	Project Administration	CSP	$2,585	$2,350	$235	Monthly progress reports and invoices
5.2	Quarterly Reports	CSP/Consultant	$11,550	$10,500	$1,050	Quarterly progress reports and invoices
5.3	Close Out	CSP	$3,850	$3,500	$350	Four copies(electronic and hard copies) of the final close-out report and completed close-out survey
	TOTALS		**$275,000**	**$250,000**	**$25,000**	

REQUEST FOR CITY COUNCIL ACTION

CITY OF SAN PABLO
City of New Directions

PREPARED BY: Mike Heller

DATE OF MEETING: May 5, 2014

DATE: April 24, 2014

PHONE: 215-3071

SUBJECT: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC COAST WELL & PUMP, INC. FOR THE INSTALLATION OF TWO (2) ABOVE GROUND STORAGE TANKS FOR THE IRRIGATION OF DAVIS PARK; WITH RESPECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, THIS PROJECT IS CATEGORICALLY EXEMPT**

APPROVED: _____ _____ _____
Department Head City Manager City Attorney

RECOMMENDED ACTION
Adopt resolution.

COMPLIANCE STATEMENTS
FY 2013-15 Council Priority Workplan Compliance Statement
This project is under the adopted policy item *Infrastructure – Park and Median Island Maintenance* in the City Council Priority Work plan; Item B, Citywide Park Maintenance

CEQA Compliance Statement
With respect to the CA Environmental Quality Act (CEQA) Guidelines, this project is categorically exempt under 15303, Class 3, New Construction of Small Structures. A notice of exemption will be filed by the City with the County Clerk.

BACKGROUND
On Friday November 8, 2013 the Public Works Maintenance & Park Facilities Division contracted Pacific Coast Well & Pump Inc. (Pacific Coast) to redevelop the well located at the City Corporation Yard. The well is used to supply Davis Park with its irrigation needs.

During the process of removing the well pump from the casing, it was discovered that the well pump was set at 55 feet. After measuring the well depth, it was determined that the well had been drilled to 142 feet. Through consultation with Pacific Coast it was recommended with staff approval to lower the well to a depth of 126 feet to increase the usable amount of water.

Prior to the well-being rejuvenated, it produced approximately 10 minutes of water use daily for Davis Park. On November 15, 2013 staff switched the irrigation system from

Departmental Coordination

☑ Finance ___ ☐ Public Works ___
☐ Community Services ___ ☐ Police Dept. ___

EBMUD to the well and turned on one irrigation station to test the available amount of water. This test showed that one station can run for 30 minutes before the well started to run dry. Currently there are 24 irrigation stations for turf irrigation and nine stations for ornamental plants in Davis Park. During the summer and fall seasons the turf stations need to be operational for up to 30 minutes each.

Staff recommends that the City proceed with the installation of two 5,000 gallon water tanks, booster pump, and controller. This will allow for the storage of water from the well and ensure proper irrigation for all of Davis Park year round.

Staff has formally requested a proposal for the well work from Pacific Coast, who has been monitoring and working with Staff on maintaining the well for the past year. Attached is their proposal dated March 26, 2014. The proposal covers the installation of the storage tanks and the new booster pump, as well as their warranties. Other costs, such as staff time to administer the project and to prepare the site for the tanks are also attached.

Staff recommends accepting the Pacific Coast proposal, based on their excellent performance in earlier repairs to the existing well and the merits of the proposal presented. The billing for these services will be based on the work performed as stated in the proposal, with a not-to-exceed amount of $28,651. Staff will install security fencing and gravel with materials not to exceed $5,000 for a project total not to exceed $33,651. The subject resolution authorizes the City Manager to execute the City standard consulting services agreement with Pacific Coast, in a form substantially the same as the draft attached herein. City Council action is required since the project value is greater than $25,000. A formal bid process is not required since the contract value is less than the $45,000 threshold stipulated by UPCCA (uniform public construction cost accounting system which the city has adopted).

FISCAL IMPACT

The installation of the storage tanks for the well at Davis Park will cost $33,651. Staff recommends including a 10% contingency for a total not to exceed amount of $37,016. Funding for this contract will be absorbed within the existing FY 2013-14 Street Lighting & Landscape budget (205-2110-43600). No additional appropriation is required.

FISCAL IMPACT TABLE

Funding available	**Fund Name**	**Fund Number**
From:	Street Lighting	205
Expenditure Account:	205-2110-43600	**Amount:** $ 37,016

Attachments: Pacific Coast Well & Pump Proposal
Project Projected Cost and Well Condition Report

RESOLUTION 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC COAST WELL & PUMP, INC. FOR THE INSTALLATION OF TWO (2) ABOVE GROUND STORAGE TANKS FOR THE IRRIGATION OF DAVIS PARK; WITH RESPECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, THIS PROJECT IS CATEGORICALLY EXEMPT

WHEREAS, the subject project is in the approved Street Lighting and Landscaping (205) budget for the City in FY 2013-14;

WHEREAS, with respect to the CA Environmental Quality Act (CEQA) Guidelines, this project is categorically exempt under 15303, Class 3, New Construction of Small Structures. A notice of exemption will be filed by the City with the County Clerk;

WHEREAS, the City contracted Pacific Coast Well & Pump Inc. (Pacific Coast) to redevelop the well located at the City Corporation Yard. The well is used to supply Davis Park with its irrigation needs;

WHEREAS, during the process of removing the well pump from the casing it was discovered that the well pump was set at 55 feet. After measuring the well depth it was determined that the well had been drilled to 142 feet. Through consultation with Pacific Coast it was recommended with staff approval to lower the well to a depth of 126 feet to increase the usable amount of water;

WHEREAS, prior to the wellbeing rejuvenated it produced approximately 10 minutes of water use daily for Davis Park. On November 15, 2013 staff switched the irrigation system from EBMUD to the well and turned on one irrigation station to test the available amount of water. This test showed that one station can run for 30 minutes before the well started to run dry. Currently there are 24 irrigation stations for turf irrigation and 9 stations for ornamental plants in Davis Park. During the summer and fall seasons the turf stations need to be operational for up to 30 minutes each;

WHEREAS, Staff recommends that the City proceeds with the installation of two 5000 gallon water tanks, booster pump, and controller. This will allow for the storage of water from the well and ensure proper irrigation for all of Davis Park year round;

WHEREAS, the cost of the services covered in the proposed agreement is $33,651 with a total project not to exceed budget of $37,016;

WHEREAS, funding is available in the FY 2013-14 approved Street Lighting and Landscaping (#205-2110-43600) project budget to cover the subject agreement; and

WHEREAS, Staff has determined that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under section 15303, Class, 3, New construction of small structures.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Pablo hereby:

1. Finds that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under section 15303, Class, 3, New construction of small structures. The City Clerk is directed to file a Notice of Exemption with the County Clerk.
2. Authorizes the City Manager to execute said Agreement with Pacific Coast Well & Pump Inc. in substantial conformance with the draft presented.
3. Declares that the recitations herein are true and correct, and are included herein by reference as findings.

****

Adopted this 5th day of May, 2014 by the following vote to wit:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

ATTEST: APPROVED:

Ted J. Denney, City Clerk

Paul V. Morris, Mayor

REQUEST FOR CITY COUNCIL ACTION

CITY of SAN PABLO
City of New Directions

PREPARED BY: LaTanya Fisher, Executive Asst. **DATE OF MEETING:** May 5, 2014

DATE: April 29, 2014 **PHONE:** (510) 215-3006

SUBJECT: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING $480 TABLE SPONSORSHIP FOR THE ROTARY CLUB OF SAN PABLO "A NIGHT IN TUSCANY" FUNDRAISING EVENT HELD ON FRIDAY, MAY 9, 2014.**

APPROVED: _____ _____ _____
DEPARTMENT HEAD CITY MANAGER CITY ATTORNEY

RECOMMENDATION
Adopt Resolution.

COMPLIANCE STATEMENTS
FY 2013-14 Council Priority Workplan Compliance Statement
Fiscal Resiliency Policies: Spending Cap & Facility Use Policy for Maple Hall Waivers and Spending Cap & Special Event Sponsorships (Discretionary Spending) are adopted policy items under the FY 2013-14 Council Priority Workplan, effective July 1, 2013.

CEQA Compliance Statement
This is not a project as defined by CEQA.

BACKGROUND
On March 17, 2014, the City Council approved the Maple Hall fee waiver request from The Rotary Club of San Pablo for their annual fundraising event scheduled for Friday, May 9, 2014. The annual dinner and fundraiser event is open and non-exclusive to the public by invitation. The Rotary Club is a non-profit (501c4) corporation with all proceeds to be contributed to local community organizations. It is customary for the San Pablo City Council to support the Rotary Club by participating and attending the annual event. Table sponsorship includes eight (8) tickets to be used by Elected Officials including City Council, City Treasurer and City Clerk or designated staff if all are not available to attend.

FISCAL IMPACT
A total of $15,000 has been budgeted and earmarked for Event Annual Sponsorship under the Adopted FY 2013-15 Two-Year Biennial Operating Budget – City Council Department (100-1110-44050). The authorized sponsorship in the amount of $480 will be deducted from this expense balance leaving a remaining balance of $2,640 for the remainder of FY 2013-14 period for future waiver authorizations by the City Council.

Departmental Coordination

☐ Dev. Services _____ ☑ Finance _____
☐ Police _____ ☐ Public Works _____

RESOLUTION 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING $480 TABLE SPONSORSHIP FOR THE ROTARY CLUB OF SAN PABLO "A NIGHT IN TUSCANY" FUNDRAISING EVENT HELD ON FRIDAY, MAY 9, 2014.

WHEREAS, *Fiscal Resiliency Polices: Spending Cap & Facility Use Policy for Maple Hall Waivers and Spending Cap & Special Event Sponsorships (Discretionary Spending) are* adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013; and

WHEREAS, on March 17, 2014, the City Council approved the Maple Hall fee waiver request from The Rotary Club of San Pablo for their annual fundraising event scheduled for Friday, May 9, 2014; and

WHEREAS, the annual dinner and fundraiser event is open and non-exclusive to the public by invitation; and

WHEREAS, the Rotary Club is a non-profit (501c4) corporation with all proceeds to be contributed to local community organizations; and

WHEREAS, it is customary for the San Pablo City Council to support the Rotary Club by participating and attending the annual event; and

WHEREAS, table sponsorship includes eight (8) tickets to be used by Elected Officials including City Council, City Treasurer and City Clerk or designated staff if all are not available to attend.

WHEREAS, A total of $15,000 has been budgeted and earmarked for Event Annual Sponsorship under the Adopted FY 2013-15 Two-Year Biennial Operating Budget – City Council Department (100-1110-44050); and

NOW THEREFORE, BE IT RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

BE IT FURTHER RESOLVED the authorized sponsorship in the amount of $480 will be deducted from this expense balance leaving a remaining balance of $2,640 for the remainder of FY 2013-14 period for future waiver authorizations by the City Council.

* * * * * * *

Adopted this 5th day of May, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

ATTEST:

Ted J. Denney, City Clerk

APPROVED:

Paul V. Morris, Mayor

Community Grants and Special Events Line-item (100-1110-44050)
FY 2013/14 City Council Budget

	Maple Hall Fee Waivers	Request	Total Avail	CC Agenda
1	FY 2013/14 Budget Adoption	$ 25,000	$ 25,000	6/3/13
2	Courageous Women Association	$ 1,050	$ 23,950	7/15/13
3	CoCo County Library Town Hall Mtg	$ 203	$ 23,747	8/5/13
4	Coco County Mental Health Retreat	$ -	$ 23,747	9/3/2013
5	Rotary - Ragin Cajun	$ 1,425	$ 22,322	9/3/2013
6	SP Cowboy Youth Assn. (Madeira Room)	$ 823	$ 21,499	12/2/2013
7	SP Baseball Assn. (Maple Hall)	$ 823	$ 20,676	1/13/14
8	Rotary-7th ann'l holiday dinner (Davis Park)	$ 865	$ 19,811	1/13/14
9	One Circle Found. Girls Circle Training	$ 1,283	$ 18,528	2/3/14
10	SP Baseball Assn. (Maple Hall)	$ 615	$ 17,913	2/3/14
11	SP Youth Soccer Club Registration	$ 965	$ 16,948	2/3/14
12	The Watershed Project/Recyclemore	$ 635	$ 16,313	3/3/14
13	Transfer to Sponsorship	$ 5,000	$ 11,313	3/17/14
14	Night in Tuscany	$ 1,500	$ 9,813	3/17/14
15	Contra Costa College Puente Project	$ 740	$ 9,073	4/7/14
16			$ 9,073	5/5/14
17			$ 9,073	
18			$ 9,073	
19			$ 9,073	
20			$ 9,073	
21			$ 9,073	
22			$ 9,073	
23			$ 9,073	
24			$ 9,073	
25			$ 9,073	
	TOTAL COMBINED AVAILABLE BALANCE		**$ 11,713**	

	Special Event Annual Sponsorship	Request	Total Avail	CC Agenda
1	FY 2013/14 Budget Adoption	$ 15,000	$ 15,000	6/3/13
2	CC College Golf Tourney	$ 2,500	$ 12,500	8/5/13
3	North Richmond Shoreline Festival	$ 2,500	$ 10,000	9/3/2013
4	San Pablo Chamber Lifetime Achievmt	$ 320	$ 9,680	9/3/2013
5	4th Annual Youth Summit (Davis Park)	$ 240	$ 9,440	9/16/2013
6	Lytton Casino Annual Golf Tournament	$ 5,000	$ 4,440	9/16/2013
7	Weigh of Life Fundraiser	$ 1,000	$ 3,440	9/16/2013
8	Los Cenzontles Supporting Roots Campaign	$ 3,000	$ 440	9/16/2013
9	Transfer from Waivers	$ (5,000)	$ 5,440	3/17/14
10	Ed Fund Gala	$ 1,000	$ 4,440	3/17/14
11	Bike to Work Day	$ 1,000	$ 3,440	
12	SP Chamber of Commerce Installtn Dinner	$ 320	$ 3,120	4/7/14
13	Rotary Club of San Pablo 5/9/14 Event	$ 480	$ 2,640	5/5/2014
14			$ 2,640	
15			$ 2,640	
16			$ 2,640	
17			$ 2,640	
18			$ 2,640	
19			$ 2,640	
20			$ 2,640	
21			$ 2,640	
22			$ 2,640	
23			$ 2,640	
24			$ 2,640	
25			$ 2,640	

0126

The Rotary Club of San Pablo cordially invites you to attend...

A Night in Tuscany

Friday, May 9, 2014

6:00 PM at Maple Hall
One Alvarado Square (13831 San Pablo Avenue)
San Pablo, California

Join us for a dinner, raffles and an exciting live auction:

Individual Seats: $60 per person

Table Purchase: $480 table of 8

Seating is limited.
To RSVP or to pay with credit card contact Doug Millar at (510) 233-7700

Please make checks payable to: Rotary Club of San Pablo

Name _____
Number of individual seats: _____ **Number of tables:** _____
Phone _____ **Email** _____

For additional guests or table purchase, list names of all attendees:

_____, _____, _____,
_____, _____, _____,
_____, _____, _____,

Sorry, I cannot attend, but would like to make a donation of $ _____

Please send form and check payable to Rotary Club of San Pablo,
c/o Dennis Bullis, to: 13925 San Pablo Avenue, Ste 203, San Pablo, CA 94806

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REQUEST FOR CITY COUNCIL ACTION

CITY OF SAN PABLO
City of New Directions

PREPARED BY: LaTanya Fisher, Executive Asst. **DATE OF MEETING:** May 5, 2014

DATE: April 29, 2014 **PHONE:** (510) 215-3006

SUBJECT: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING FEE WAIVER FOR USE OF THE MAPLE HALL FOR MEMORIAL CEREMONY HELD ON SATURDAY, MAY 31, 2014 FOR MARY PARKER WHO SERVED ON BOTH SAN PABLO SAFETY COMMISSION AND THE SAN PABLO COMMITTEE ON AGING.**

APPROVED: _____ _____ _____
DEPARTMENT HEAD CITY MANAGER CITY ATTORNEY

RECOMMENDATION
Authorize Fee Waiver. The City Manager recommends adoption of said Resolution.

COMPLIANCE STATEMENTS
FY 2013-14 Council Priority Workplan Compliance Statement
Fiscal Resiliency Policies: Spending Cap & Facility Use Policy for Maple Hall Waivers and Spending Cap & Special Event Sponsorships (Discretionary Spending) are adopted policy items under the FY 2013-14 Council Priority Workplan, effective July 1, 2013.

CEQA Compliance Statement
This is not a project as defined by CEQA.

BACKGROUND
On April 24, 2014, the City Manager's Office received a request from Ms. Adriana Betti, daughter of Ms. Mary Parker requesting the use of Maple Hall for a memorial ceremony to be held on Saturday, May 31, 2014.

Ms. Mary Parker served on both San Pablo Safety Commission and the San Pablo Committee on Aging. Ms. Parker also volunteered at many city events and prepared meals for the San Pablo Fire and Police Departments. In honor of her dedicated service to the San Pablo Community, the family has requested a fee waiver for the use of Maple Hall.

Departmental Coordination

☐ Dev. Services _____ ☑ Finance _____
☐ Police _____ ☐ Public Works _____

FISCAL IMPACT

A total of $1,522.40 for the use of Maple Hall facility includes use fees; deposits, insurance requirement and staff. A total of $25,000 has been budgeted and earmarked for Maple Hall Waivers under the Adopted FY 2013-15 Two-Year Biennial Operating Budget – City Council Department (100-1110-44050). The authorized Maple Hall fee waiver in the amount of $1,215.00 will be deducted from this expense balance leaving a remaining balance of $7,858 for the remainder of FY 2013-14 period for future waiver authorizations by the City Council.

Item	Rate/hour	# of hour	Cost
Application Fee	$15 flat fee		*$15
Maple Hall Base Rental	$0/hour (Group Rate)	5 hours	*$700
Building Attendant & Set up	$20/hour (2 staff)	5 hours	$200
Security Deposit)	$500 flat fee		*$500
Liability Insurance			$107.40
		***Total Fees Waived**	**$1215.00**
		Applicant Amount	**$307.40**

RESOLUTION 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING FEE WAIVER FOR USE OF THE MAPLE HALL FOR MEMORIAL CEREMONY HELD ON SATURDAY, MAY 31, 2014 FOR MARY PARKER WHO SERVED ON BOTH SAN PABLO SAFETY COMMISSION AND THE SAN PABLO COMMITTEE ON AGING.

WHEREAS, *Fiscal Resiliency Polices: Spending Cap & Facility Use Policy for Maple Hall Waivers and Spending Cap & Special Event Sponsorships (Discretionary Spending) are* adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013; and

WHEREAS, on April 24, 2014, the City Manager's Office receive a request from Ms. Adriana Betti, daughter of Ms. Mary Parker requesting the use of Maple Hall for a memorial ceremony to be held on Saturday, May 31, 2014; and

WHEREAS, Ms. Mary Parker served on both San Pablo Safety Commission and the San Pablo Committee on Aging; and

WHEREAS, Ms. Parker also volunteered at many city events and prepared meals for the San Pablo Fire and Police Departments; and

WHEREAS, in honor of her dedicated service to the San Pablo Community, the family has requested a fee waiver for the use of Maple Hall; and

WHEREAS, a total of $25,000 has been budgeted and earmarked for Maple Hall Waivers under the Adopted FY 2013-15 Two-Year Biennial Operating Budget – City Council Department (100-1110-44050); and

NOW THEREFORE, BE IT RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

BE IT FURTHER RESOLVED A total of $1,522.40 for the use of Maple Hall facility includes use fees; deposits, insurance requirement and staff. The authorized Maple Hall fee waiver in the amount of $1,215.00 will be deducted from this expense balance leaving a remaining balance of $8,766 for the remainder of FY 2013-14 period for future waiver authorizations by the City Council.

* * * * * * *

Adopted this 5th day of May, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

ATTEST:

Ted Denney, City Clerk

APPROVED:

Paul V. Morris, Mayor

Community Grants and Special Events Line-item (100-1110-44050)
FY 2013/14 City Council Budget

	Maple Hall Fee Waivers	Request	Total Avail	CC Agenda
1	FY 2013/14 Budget Adoption	$ 25,000	$ 25,000	6/3/13
2	Courageous Women Association	$ 1,050	$ 23,950	7/15/13
3	CoCo County Library Town Hall Mtg	$ 203	$ 23,747	8/5/13
4	Coco County Mental Health Retreat	$ -	$ 23,747	9/3/2013
5	Rotary - Ragin Cajun	$ 1,425	$ 22,322	9/3/2013
6	SP Cowboy Youth Assn. (Madeira Room)	$ 823	$ 21,499	12/2/2013
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11	SP Youth Soccer Club Registration	$ 965	$ 16,948	2/3/14
12	The Watershed Project/Recyclemore	$ 635	$ 16,313	3/3/14
13	Transfer to Sponsorship	$ 5,000	$ 11,313	3/17/14
14	Night in Tuscany	$ 1,500	$ 9,813	3/17/14
15	Contra Costa College Puente Project	$ 740	$ 9,073	4/7/14
16	Mary Parker memorial ceremony 053114	$ 1,215	$ 7,858	5/5/14
17			$ 7,858	
18			$ 7,858	
19			$ 7,858	
20			$ 7,858	
21			$ 7,858	
22			$ 7,858	
23			$ 7,858	
24			$ 7,858	
25			$ 7,858	

TOTAL COMBINED AVAILABLE BALANCE **$ 10,978**

	Special Event Annual Sponsorship	Request	Total Avail	CC Agenda
1	FY 2013/14 Budget Adoption	$ 15,000	$ 15,000	6/3/13
2	CC College Golf Tourney	$ 2,500	$ 12,500	8/5/13
3	North Richmond Shoreline Festival	$ 2,500	$ 10,000	9/3/2013
4	San Pablo Chamber Lifetime Achievmt	$ 320	$ 9,680	9/3/2013
5	4th Annual Youth Summit (Davis Park)	$ 240	$ 9,440	9/16/2013
6	Lytton Casino Annual Golf Tournament	$ 5,000	$ 4,440	9/16/2013
7	Weigh of Life Fundraiser	$ 1,000	$ 3,440	9/16/2013
8	Los Cenzontles Supporting Roots Campaign	$ 3,000	$ 440	9/16/2013
9	Transfer from Waivers	$ (5,000)	$ 5,440	3/17/14
10	Ed Fund Gala	$ 1,000	$ 4,440	3/17/14
11	Bike to Work Day	$ 1,000	$ 3,440	
12	SP Chamber of Commerce Installtn Dinner	$ 320	$ 3,120	4/7/14
13			$ 3,120	
14			$ 3,120	
15			$ 3,120	
16			$ 3,120	
17			$ 3,120	
18			$ 3,120	
19			$ 3,120	
20			$ 3,120	
21			$ 3,120	
22			$ 3,120	
23			$ 3,120	
24			$ 3,120	
25			$ 3,120	

0133

RECEIVED
APR 24 2014
CITY MANAGER/CITY CLERK
City of San Pablo

Date: April 24, 2014

To: Matt Rodriquez
San Pablo City Manager

From: Adriana Betti
Daughter of Mary Parker
San Pablo Resident

Re: Memorial for Mary Parker

I am planning a memorial ceremony for my mother Mary Parker. She served on the San Pablo safety commission and was a community advocate. She volunteered her services to many of the city events cooked for the fire and police department. She is a retired prison nurse and taught nursing for Martinez adult school. Maple hall would be a prefect place for the officer both of San Pablo and Sacramento to honor her memory of service. I am planning her memorial for Saturday May 31, 2014. I would greatly appreciate if the city could waive the associated fees for Maple Hall in honor of her dedicated service to the city of San Pablo.

Sincerely

A Betti

Adriana Betti
2530 Oakwood Ct
San Pablo Ca 94806
(510) 229-8666

REQUEST FOR CITY COUNCIL ACTION

CITY of SAN PABLO
City of New Directions

PREPARED BY: Scott Christie **DATE OF MEETING:** May 5, 2014

DATE: April 30, 2014 **PHONE:** (510) 215-3061

SUBJECT: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING AMENDMENT #1 TO THE AGREEMENT WITH BELLECCI & ASSOCIATES, FOR PROFESSIONAL SERVICES FOR THE EL PORTAL DRIVE (WEST) RULE 20A UNDERGROUNDING PROJECT (PW 384); WITH RESPECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, THE PROJECT IS CATEGORICALLY EXEMPT.**

APPROVED: _____ _____ _____
Department Head City Manager City Attorney

RECOMMENDED ACTION

Adopt resolution.

COMPLIANCE STATEMENTS

FY 2013-15 Council Priority Workplan Compliance Statement
This subject project is under the adopted policy item *Infrastructure – Capital Improvement Projects in* the City Council Priority Workplan.

CEQA Compliance Statement
With respect to the California Environmental Quality Act (CEQA) guidelines, the project is categorically exempt and a Notice of Exemption was filed with the County Clerk on 9-27-2010.

BACKGROUND

PG&E allocates "credits" to cities for underground utility conversion under their Rule 20A, as established through the California Public Utilities Commission. Allocations are made yearly to the City's account, and when the account balance is sufficient to fund a project, the City works with PG&E to create an undergrounding district and relocate utilities underground. Consistent with this practice, at its September 20, 2010 meeting, the City Council established the subject underground utility district on El Portal Drive between Road 20 and Mission Bell Drive, by Resolution # 2010-110. Refer to attached map. The subject project has a forecast value (estimated by PG&E) of $614,430, and is on the PG&E schedule to install wiring and facilities no sooner than March 2015.

Departmental Coordination

☑ Finance ___ ☐ Public Works ___
☐ Community Services ___ ☐ Police Dept. ___

In order to move the project ahead on the PG&E schedule, the City requested that it be designated as the "Lead Agency" to coordinate the trenching of the undergrounding project, which includes plan preparation and construction of the trenches, conduits and utility vaults/boxes. The project is effectively on schedule (see table below) and to proceed to the next step the City now must prepare detailed construction plans and documents.

Bellecci and Associates ("Bellecci") prepared joint trench intent layout drawings for this project under an Agreement dated April 17, 2013. In order to prepare the detailed joint trench plans, specifications and cost estimates, Bellecci has submitted the attached proposal dated March 26, 2014. The proposed work includes basic services with a subtotal of $ 61,860 and optional services with a subtotal of $ 27,400, for a total of $89,260. As is customary for this type of work, services will be billed on a time and materials basis. The subject resolution authorizes amending the Bellecci agreement in substantial conformance to the attached draft Amendment #1, for a not to exceed value of $89,260, with the provision that the optional services require authorization in writing

The work includes preparing the required PG&E Form B, which details costs of the facility components, including engineering, and ownership percentages (between PG&E, other utility companies, and the City street lighting). Form B is submitted to PG&E for approval and then used as the basis for reimbursement of costs under the Rule 20A. A portion of the design fees can be claimed for reimbursement on the Form B, and the intent is to claim the majority of such fees to be eligible for Rule 20A reimbursement; PG&E determines the amount only after reviewing the Form B for approval.

Estimated Overall Project Schedule (subject to PG&E control)

Date	Project Phase/Activity
September 2010	City establishes Undergrounding District
2011- 2012	PG&E Rule 20A project scheduling/ in line
2013	City submits layout drawings to PG&E; PG&E schedules
2nd Quarter 2014	City prepares detailed drawings
3rd Quarter 2014	City bids joint trench construction work
1st Quarter 2015	Joint trench work complete
2nd Quarter 2015	PG&E installs transformers and switches in vaults and pulls cables and City installs street lights
3rd Quarter 2015	Conversion of overhead to underground service, including street lights
4th Quarter 2015	PG&E removes timber poles

FISCAL IMPACT

This contract amendment has a not to exceed amount of $89,260. Funds are available from account no. 320-3200-43600-384. It is anticipated that we will obtain reimbursement for a significant portion of our engineering and construction costs through the Rule 20A funding, for which PG&E has set aside a committed forecast amount of $614,430. The actual reimbursement amount will be subject to PG&E approval of the Form B, as described above.

FISCAL IMPACT TABLE

Funding available	**Fund Name**	**Fund Number**
From:	Capital Improvement Project	320
Expenditure Account:	320-3200-43600-384 **Amount:** $ 89,260	

Attachments:
Map
Draft Amendment #1
Bellecci proposal dated March 26, 2014

Departmental Coordination

☐ **Finance** ___ ☐ **Public Works** ____
☐ **Community Services** ___ ☐ **Police Dept.** ____

RESOLUTION 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING AMENDMENT #1 TO THE AGREEMENT WITH BELLECCI & ASSOCIATES, FOR PROFESSIONAL SERVICES FOR THE EL PORTAL DRIVE (WEST) RULE 20A UNDERGROUNDING PROJECT (PW 384); WITH RESPECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, THE PROJECT IS CATEGORICALLY EXEMPT.

WHEREAS, the subject project is in the approved capital projects budget for the City;

WHEREAS, with respect to the California Environmental Quality Act (CEQA) guidelines, the project has been found to be categorically exempt and a Notice of Exemption was filed with the County Clerk on 9-27-2010.

WHEREAS, under an existing agreement, Bellecci & Associates ("Bellecci") is performing work for the subject project;

WHEREAS, Staff has negotiated an amendment to the agreement with Bellecci to prepare the detailed joint trench plans, specifications and cost estimates for the project;

WHEREAS, the not to exceed value of the services outlined in Amendment #1 is $89,260;

WHEREAS, funding is available in the approved capital improvement project budget (320-3200-43600-384) to cover the subject Amendment #1;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Pablo hereby:

1. Authorizes the City Manager to execute Amendment #1 to the Agreement with Bellecci & Associates, in substantial conformance with the draft presented.
2. Declares that the recitations herein are true and correct, and are included herein by reference as findings.

****

Adopted this 5th day of May, 2014 by the following vote to wit:

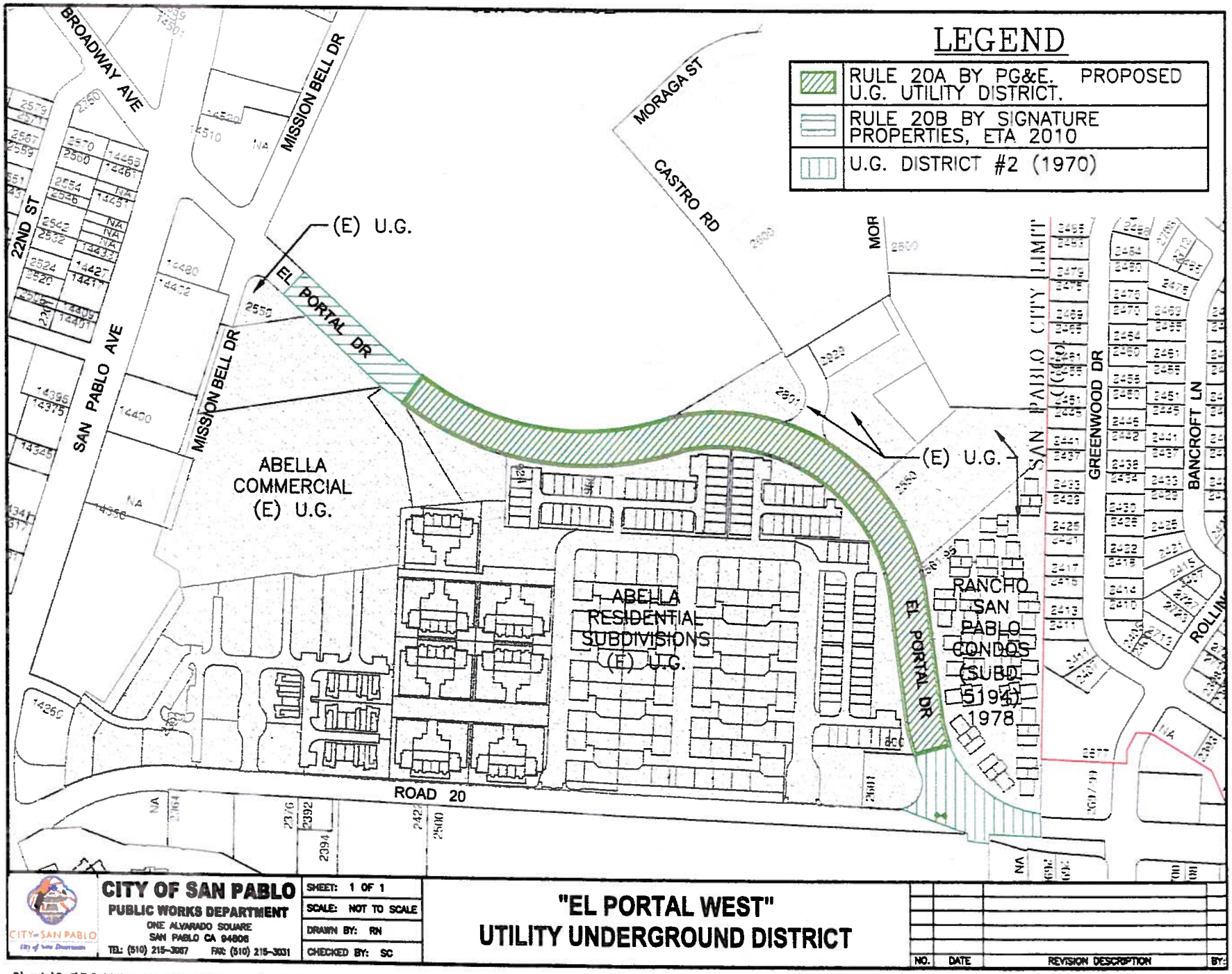
AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

ATTEST:

Ted J. Denney, City Clerk

APPROVED:

Paul V. Morris, Mayor



CITY OF SAN PABLO PUBLIC WORKS DEPARTMENT ONE ALVARADO SQUARE SAN PABLO CA 94806 TEL: (510) 215-3067 FAX: (510) 215-3031	SHEET: 1 OF 1 SCALE: NOT TO SCALE DRAWN BY: RN CHECKED BY: SC	**"EL PORTAL WEST"** **UTILITY UNDERGROUND DISTRICT**

NO.	DATE	REVISION DESCRIPTION	BY:

P:\vonalyn\Scott\El Portal Ungrounding Exhibit\El Portal Ungrounding Exhibit.dwg

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CITY of SAN PABLO
City of New Directions

CITY OF SAN PABLO

Public Works Department
13831 San Pablo Avenue, Bldg. #3
San Pablo, California 94806
(510) 215-3030 • Fax (510) 215-3031

Amendment No. 1

Consultant Services Agreement
Public Works Project No. **PW 384**

This Amendment between the City of San Pablo and Bellecci & Associates ("Consultant"), dated for convenience May 1, 2014 is made pursuant to the provisions of the Agreement between the parties executed January 15, 2014. It is the intent of the parties to amend the terms and conditions of the Agreement as follows:

1. Scope of Services: Section (1) of the Agreement is revised to include additional work described in the attached March 26, 2014 proposal letter from Consultant, for design work necessary to prepare the detailed joint trench plans, specifications and cost estimates, and for optional services, for the subject project.

2. Compensation: Section (2) of the Agreement is revised to reflect the estimated fees for the additional work covered by this Amendment, with the following provisions:

   a) The proposed work includes basic services with a subtotal of $ 61,860 and optional services with a subtotal of $ 27,400, for a total of $89,260.
   b) The optional services require authorization in writing
   c) If the full value of this amendment, $89,260, is authorized, the new not to exceed value of the agreement would be $99,510.

3. Termination: Provisions for termination of this Amendment shall be in accordance with Section (20) of the Agreement.

4. Time is of the Essence: Consultant's services shall be completed in a timely manner to allow construction of the work in accordance with the schedule provided in the attached March 26, 2014 proposal.

5. Nothing in this Amendment shall be construed as a waiver of either party's right to pursue any and all legal remedies for any prior breach of this Agreement.

6. Except as amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

///

IN WITNESS WHEREOF, Consultant has executed this amendment, and the City, by its City Manager, who is authorized to do so, has executed this amendment.

CONSULTANT

Dated:_____ By _____

Title _____

CITY OF SAN PABLO

Dated:_____ By _____
City Manager

Approved as to form: Approved as to content:

_____ _____
City Attorney Engineering Services Manager

Attachments:
Proposal, March 26, 2014
Authorizing Resolution #2014-___

Note: The value of this amendment results in an agreement value exceeding $25,000, and therefore CC action is required.

There is adequate funding in the project budget to cover the cost of these additional services, under account 320-3200-43600-384.

Distribution:
Original - City Clerk
Copies –Finance (PO request to be attached)
Engineering
Consultant

Bellecci & Associates

March 26, 2014

VIA EMAIL
Mr. Scott Christie, PE
Engineering Services Manager
City of San Pablo

Re: City of San Pablo
Joint Trench Intent Drawing - El Portal Drive

Dear Scott,

We greatly appreciate the opportunity to submit this proposal to City of San Pablo for Joint Trench PS&E and Form B on El Portal. Please see attached our proposed scope of work, schedule and budget to perform the work. Our schedule is accelerated to meet the aggressive PG&E schedule for the El Portal Undergrounding. Thank you for considering Bellecci. Please feel free to call my direct line with any questions or comments: 925.681.4880.

Sincerely,
BELLECCI & ASSOCIATES, INC.

Daniel C. Leary, PE QSD/P LEED AP BD+C
PE License #: C48394

CONCORD
2290 Diamond Blvd. Suite 100
Concord, CA 94520-5744
Tel. 925.685.4569

PLEASANTON
6601 Koll Center Parkway, Suite 240
Pleasanton, CA 94566-3127
Tel. 925.681.4885

BRENTWOOD
181 Sand Creek Road, Ste. H
Brentwood, CA 94513-2213
925.685.4883

Civil Engineering Land Surveying

Task 1 - Review plans by PG&E
"CONSULTANT" will review the plans by PG&E and assess the work to be included in the joint trench (JT) composite drawings. "CONSULTANT" to perform site visit to compare the plans to the site conditions.

Task 2 - Field Surveying
"CONSULTANT" will perform one day of field surveying to tie-in key conforms for the JT plans. The field surveying will likely occur after the 65% submittal after the critical areas for surveying are identified. "CONSULTANT" field crew will establish two control points to be used for construction and to be noted on the plans. The topographic survey will expand on the previous preliminary design survey work completed by Bellecci.

Task 3 - 65% Plans
"CONSULTANT" will prepare 65% plan sheets for JT project. The JT plans will include layout of JT, location of JT boxes, existing utilities based on base maps provided by City, typical section, table of conduit sizes and quantities, sidewalk restoration. The 65% plans will not have the details or the short sections of trench broken out yet. "CONSULTANT" will submit three sets of plans and specs and electronic copies will be submitted to utility companies.

Task 4,8,13,17 -65%, 90%, 99% and Bid Specifications
The first submittal for technical specifications will include the sections related to conduit, boxes, backfill, bedding, mobilization, traffic controls, and concrete work in modified Caltrans format. Measurement & Payment specifications will be included on future submittals. The 90% specifications will include changes per the 65% comments, and the measurement and payment specs will be added to the package. "CONSULTANT" will incorporate comments from City, utility companies, and outside plan checker into the 99% specifications.

Task 5,9,14,18 -Cost Estimate(Form B), Four Submittals
"CONSULTANT" will prepare a spreadsheet cost estimate in PG&E Form B format. The first submittal of the Form B will include the longer trench sections (longer than 50'-75') and is intended to establish at Form B template which can be reviewed and accepted by the utility companies participating (Comcast, ATT and PG&E). The second, third and fourth submittals of the Form B / Cost Estimate will be more detailed and will incorporate the short segments of trenches

Task 6,10 -City "Page Turn" Meeting
"CONSULTANT" will attend meeting at City offices to review the plans on submittal day. The format of the meeting will be a plan presentation to City staff to help accelerate the review time. City staff can provide initial comments on the plans to keep the design process moving forward. Following the meeting City staff will have opportunity to perform additional plan review and provide comments to "CONSULTANT". "CONSULTANT" will also host a similar meeting after the 90% submittal

Task 7,12 - 90% & 99% Plans
"CONSULTANT" will prepare 90% plan sheets which address the comments from the 65% plans. The 90% plans will also include the vault details and more detailed breakdown of trench sections. The minor trench sections will be included in the JT table. Also, the pavement restoration will be detailed in the 90% submittal. "CONSULTANT" will submit three sets of plans and specs and electronic copies will be submitted to utility companies. We assume the alignment will not have further changes after the 65% submittal comments. "CONSULTANT" will incorporate comments from City, utility companies, and outside plan checker into the 99% plans.

Task 11 – Outside Plan Checker
"CONSULTANT" will retain outside plan reviewer to check the plans. We have three on-call engineers who can perform this work depending on the timing of the project. Outside plan checker is an experienced engineer and will meet with the team after his review.

Task 15- City Coordination
"CONSULTANT" will coordinate with City staff for the processing of the PS&E package. The budget includes a T&M allowance for city coordination which includes in-person meetings, letters, emails and telephone calls.

Task 16- Bid Plans
"CONSULTANT" will submit final bid plans along with PDF and CAD files. Contractor will be required to submit a CAD release form signed prior to contractor receiving the CAD files.

Task 19- Bid Support
"CONSULTANT" will provide support during bidding which will include answering questions and preparing an addendum up to the time included in the budget sheet.

Task 20- Utility Company Coordination
"CONSULTANT" has included an allowance for coordination with utility companies. The time spent on coordination may vary depending on the individuals involved at the utility companies. We anticipate three utility meetings as part of these tasks, along with telephone and electronic mail correspondence up to the hourly budget allowance.

OPTIONAL SERVICES (OS)

OS1- Outside Utility Locating Company
If City does not have available base maps for the existing utilities, CCC can retain an outside utility locating service which has proven to be helpful on past utility design projects.

OS2- Outside Potholing Company
City may elect to perform potholing during design, which is recommended. This cost will be spent either during design or it will be spent during construction. However, the potholing will have more value if it is spent during design.

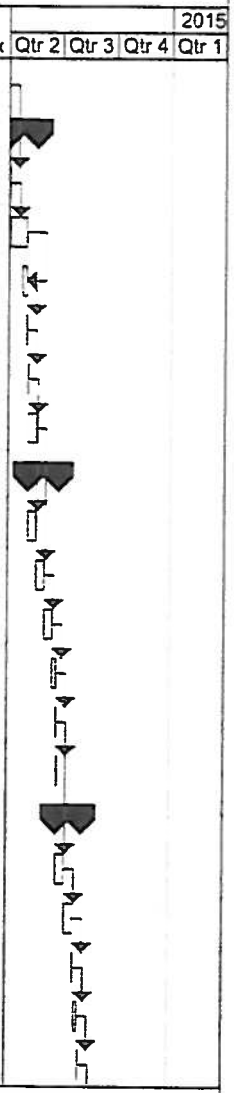
OS3- Plat & Description
City may need a legal description for any right of entries or PG&E easements across property lines. The budget included in this proposal assume title report provided by City and a strip legal type description.

OS4- Construction Support Allowance
This proposal includes an allowance for construction support at a modest level for this size project. Examples of construction support which can be performed up to the hours budgeted include: construction meetings, field reviews, RFI's, Submittals, minor design changes, and coordination with PG&E.

City of San Pablo
El Portal Rule 20 Joint Trench

updated March 25, 2014

ID	Task Name	Duration	Start	Finish	Predec
1	**NTP**	1 day	4/1/14	4/1/14	
2	**65% Submittal**	**34 days**	**4/2/14**	**5/19/14**	
3	Review PG&E plans / Site walk	2 days	4/2/14	4/3/14	1
4	Plan production period	4 wks	4/4/14	5/1/14	3
5	Spec production period	1 wk	4/25/14	5/1/14	4FF
6	Internal revisions afterinternal QC review	1 day	5/2/14	5/2/14	5
7	Page Turn meeting on Submittal Day (initial review)	1 day	5/5/14	5/5/14	6
8	City Review Period (follow-up City review period)	2 wks	5/6/14	5/19/14	7
9	**95% Submittal**	**38 days**	**5/6/14**	**6/26/14**	
10	Initial Design Period after Page Turn Meeting	2 wks	5/6/14	5/19/14	7
11	Design after City review period	2 wks	5/20/14	6/2/14	8
12	Design after City review period	2 wks	6/3/14	6/16/14	11
13	Form B	1 wk	6/17/14	6/23/14	12
14	Page Turn meeting on Submittal Day (initial review)	1 day	6/24/14	6/24/14	13
15	City / Utility Co Review Period (follow-up City review period)	2 days	6/25/14	6/26/14	14
16	**100% Submittal**	**30 days**	**6/25/14**	**8/6/14**	
17	Initial Design Period after Page Turn Meeting	2 wks	6/25/14	7/9/14	14
18	Design after City review period (plans due in 3 weeks)	2 wks	7/10/14	7/23/14	17
19	Internal revisions after QC review	2 days	7/24/14	7/25/14	18
20	Form B	1 wk	7/28/14	8/1/14	19
21	Submittal	1 day	8/4/14	8/4/14	20



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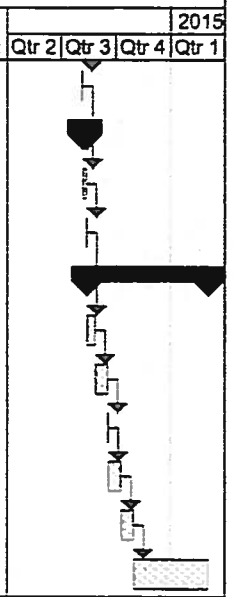
City of San Pablo
El Portal Rule 20 Joint Trench

updated March 25, 2014

ID	Task Name	Duration	Start	Finish	Predec
22	City / Utility Co Review Period	2 days	8/5/14	8/6/14	21
23	**Final Stamped**	**5 days**	**8/7/14**	**8/13/14**	
24	Design after City review period	4 days	8/7/14	8/12/14	22
25	Deliver Bid Docs to City	1 day	8/13/14	8/13/14	24
26	**Bidding and Construction**	**146 days**	**8/14/14**	**3/5/15**	
27	Printing and Bid Prep	2 wks	8/14/14	8/27/14	25
28	Advertise	21 edays	8/27/14	9/17/14	27
29	Bid Opening	1 day	9/18/14	9/18/14	28
30	Award	3 wks	9/19/14	10/9/14	29
31	NTP	3 wks	10/10/14	10/30/14	30
32	**City Construction**	**90 days**	**10/31/14**	**3/5/15**	31



PROPOSAL TO City of San Pablo
"El Portal Joint Trench PS&E"
by Bellecci & Associates, inc - March 25, 2014
CIVIL ENGINEERING & LAND SURVEYING

PROJECT BASIC SERVICES

		PROJ MNGR $180	PROF ENG $170	PROJ / SEN ENG $154	ASSIST ENG $128	OFF. SURVYR. $158	2-MAN CREW $264	Total Hours	Total Task Cost
1	Review electrical plans by PG&E	1	2	2	0	0	0	5	$830
2	Field Surveying (after 65% submittal)	0	0	0	0	5	8	13	$2,900
3	65% Plans	1	16	4	40	0	0	61	$8,640
4	65% Specifications	1	16	0	6	0	0	23	$3,670
5	Cost Estimate (Form B)	1	0	16	16	0	0	33	$4,690
6	City "Page Turn" Review Meeting 1	3	3	0	0	0	0	6	$1,050
7	90% Plans	1	12	8	32	0	0	53	$7,550
8	90% Specifications	1	8	0	8	0	0	17	$2,560
9	Cost Estimate (Form B)	1	0	12	12	0	0	25	$3,560
10	City "Page Turn" Review Meeting 2	3	3	0	0	0	0	6	$1,050
11	Outside Plan Review	0	0	8	0	0	0	8	$1,230
12	99% Plans	1	8	4	24	0	0	37	$5,230
13	99% Specifications	1	6	0	6	0	0	13	$1,970
14	Cost Estimate (Form B)	1	0	8	8	0	0	17	$2,440
15	City Coordination	5	6	2	0	0	0	13	$2,230
16	Bid Plans	1	2	2	6	0	0	11	$1,600
17	Bid Specifications	0	2	0	2	0	0	4	$600
18	Cost Estimate (Form B)	0.5	0	3	3	0	0	6.5	$940
19	Allowance for Bid Support	1	6	0	8	0	0	0	$2,220
20	Utility Company Coordination	4	16	16	0	0	0	0	$5,900
				Printing & Deliveries Allowance					$1,000
	Totals=	27.5	106	85	171	5	8	351.5	**$61,860**

NOTE: Breakdown of hours shown is for estimating purposes only. Distribution of hours will vary.

OPTIONAL SERVICES

		PROF ENG *$170*	SENIOR ENGINEER *$158*	LICENSED LS *$170*	OFF SUR / ASSOC ENG *$138*	POTHOLING CREW *$500*	UTILITY LOCATING *$275*	Total Hours	Total Hours
1	Field Utility Locating Service	0	0	0	0	0	8	8	$2,200
2	Potholing by Contractor	0	0	0	0	8	0	8	$4,000
3	Each Plat & Description	0	0	4	4	0	0	8	$1,230
4	Construction Support Allowance	30	80	0	70	0	0	180	$27,400

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REQUEST FOR CITY COUNCIL ACTION

CITY of SAN PABLO
City of New Directions

PREPARED BY: Scott Christie

DATE OF MEETING: May 5, 2014

DATE: April 23, 2014

PHONE: (510) 215-3061

SUBJECT: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING (1) AMENDMENT #1 TO THE AGREEMENT WITH HARRIS & ASSOCIATES, AND (2) AN AGREEMENT WITH SWINERTON MANAGEMENT & CONSULTING, FOR PROFESSIONAL SERVICES FOR STAFF AUGMENTATION**

APPROVED:

Department Head City Manager City Attorney

RECOMMENDED ACTION

Adopt resolution.

COMPLIANCE STATEMENTS

FY 2013-15 Council Priority Workplan Compliance Statement
This subject services are necessary to support the adopted policy item *Succession Planning & Re-Organization for City Departments* in the City Council Priority Workplan.

CEQA Compliance Statement
Not subject to CEQA.

BACKGROUND

Following the retirement of Public Works Director Adele Ho on January 31, 2014, the City Manager issued the attached February 18, 2014 Memo "Public Works Department Operational Changes" which describes the current organization structure and duties of the department. The interim plan is to not fill the vacancy, and the city retained Harris & Associates ("Harris") on a temporary basis to provide necessary City engineering services. Under a February 4, 2014 agreement for a not-to-exceed value of $25,000, Harris is currently providing the City with supplemental engineering services.

During this interim period, a RFP (request for proposals) was prepared for longer term "staff augmentation" services. The attached RFP was issued on March 10 and invited 4 qualified firms to submit proposals. Two firms, Harris and Swinerton Management & Consulting ("Swinerton") provided the attached proposals; the other two firms responded that they were unable to provide appropriate staff for the terms required.

Departmental Coordination

☑ Finance ☐ Public Works ___
☐ Community Services ___ ☐ Police Dept. ___

Staff has reviewed the proposals and found both satisfactory, and also determined that due to the specialties and personnel of the two firms, it would serve the City best to retain both firms and initially divide the work as follows:

- Harris - office engineering (subdivision plan review, City traffic engineering, prepare 5 year CIP, technical studies, geotechnical reviews, plan reviews) inspections, grant applications
- Swinerton – construction management, project management

The goal of the requested services is to enable the Public Works Department to maintain the existing levels of engineering services and to deliver projects on schedule to the maximum extent practical with the available resources.

The City Manager is also evaluating the operational efficiency of the Public Works Director classification and organizational structure and the subject services agreements will provide some flexibility in performing necessary City engineering services. These services could be continued (by future amendments as needed) for an extended period, or may be used on an interim or temporary basis, in the event the decision is made to hire direct City engineering employee(s).

Services will be billed on a time and materials basis. Work would commence on or around May 6, and continue through the current fiscal year into the next fiscal year. The subject action authorizes the City Manager to execute amendments/agreements (see attached drafts) valued at $100,000 for each firm, with the provisions that:

1. The initial value would be $50,000 each, of which only $ 20,000 may be expended for the remainder of the current fiscal year (through June 30, 2014). The balance would be available in the next fiscal year (2014/15) beginning July 1, 2014.
2. An additional amount of $50,000 could be authorized in writing in the next fiscal year (2014/15) if required and if performance meets expectations.

FISCAL IMPACT

The cost of the contracts for FY 13/14 will be $40,000. $30,000 of the required funding is available in the Gas Tax Fund (200-1730-43600) and the other $10,000 is available in the City Manager Contingency Account (100-1310-44444). The remaining $160,000 in the contract will be expended from the 2014/15 fiscal year from the Gas Tax Fund (200-1730-43600). No new appropriations are needed in either year.

FISCAL IMPACT TABLE

Funding available	**Fund Name**	**Fund Number**
From:	Gas Tax	200
	CM Contingency Account	100
FY 2013/14 Expenditure Account:	200-1730-43600 **Amount:** $ 30,000	
	100-1310-44444 **Amount:** $ 10,000	
FY 2014/15 Expenditure Account:	200-1730-43600 **Amount:** $ 160,000	

Attachments:
Memo, February 18, 2014
RFP, March 10, 2014
Harris Proposal, 3-26-2014
Swinerton Proposal, 3-26-2014
Draft Harris Amendment #1
Draft Swinerton Agreement
Swinerton letter, April 23, 2014, rate schedule

Departmental Coordination

☐ **Finance** ___ ☐ **Public Works** ____
☐ **Community Services** ___ ☐ **Police Dept.** ____

RESOLUTION 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING (1) AMENDMENT #1 TO THE AGREEMENT WITH HARRIS & ASSOCIATES, & (2) AN AGREEMENT WITH SWINERTON MANAGEMENT & CONSULTING, FOR PROFESSIONAL SERVICES FOR STAFF AUGMENTATION

WHEREAS, following the retirement of Public Works Director, the City entered into an agreement with Harris & Associates ("Harris") to perform staff augmentation work, on a temporary basis, for the engineering division in the Public Works Department;

WHEREAS, a RFP (request for proposals) was prepared for longer term "staff augmentation" services, in which 4 qualified firms were invited to submit proposals;

WHEREAS, two firms, Harris and Swinerton Management & Consulting ("Swinerton") provided acceptable proposals, and Staff has determined that it is in the best interest of the City to retain Harris primarily to perform office engineering work and to retain Swinerton primarily to perform project and construction management work;

WHEREAS, to provide said services, Harris will be retained by amending the existing agreement as presented in the attached draft Amendment #1, for a not to exceed value of $100,000;

WHEREAS, to provide said services, Swinerton will be retained by entering into the attached draft Agreement, for a not to exceed value of $100,000;

WHEREAS, the cost of the contracts for FY 2013/14 will be $40,000, of which $30,000 is available in the Gas Tax Fund (200-1730-43600) and the other $10,000 is available in the City Manager Contingency Account (100-1310-44444);

WHEREAS, the remaining $160,000 in the contract will be expended from the 2014/15 fiscal year from the Gas Tax Fund (200-1730-43600), and no new appropriations are needed in either year to cover the values of the proposed subject Amendment and Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Pablo hereby:

1. Authorizes the City Manager to execute said Amendment #1 with Harris & Associates and said Agreement with Swinerton Management & Consulting, in substantial conformance with the drafts presented; and
2. Declares that the recitations herein are true and correct, and are included herein by reference as findings.

****

Adopted this 5th day of May, 2014 by the following vote to wit:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

ATTEST:

Ted J. Denney, City Clerk

APPROVED:

Paul V. Morris, Mayor

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ADMINISTRATION *City Manager*

CITY OF SAN PABLO
City of New Directions

MEMORANDUM

OFFICE OF THE CITY MANAGER
CITY OF SAN PABLO
13831 San Pablo Avenue
San Pablo, CA 94806

TO: **ALL CITY EMPLOYEES**

FROM: Matt Rodriguez, City Manager
Kelsey Worthy, Assistant City Manager – Internal Services
Walt Schuld, Assistant City Manager/Police Chief – External Services

DATE: February 18, 2014

SUBJECT: **PUBLIC WORKS DEPARTMENT OPERATIONAL CHANGES**

IMPORTANT

Effective immediately, the City's Public Works Department will be undergoing new operational changes for reporting and project responsibilities following the recent retirement of former Public Works Director Adele Ho on January 31, 2014.

ORGANIZATIONAL CHANGES:

PUBLIC WORKS DIRECTOR CLASSIFICATION

Due to the City's current fiscal resiliency policies, and current sustainable operating model, there will be no replacement for the City's Public Works Director classification for the remainder of FY 2013-14. During this period, this classification will remain vacant with resources re-directed to a supplemental professional services contract for PW project management. Additionally, the CMO will be evaluating the PW Director classification under an "operational efficiency review" to be completed prior to June 2014.

In the interim, all current functions and responsibilities will be re-directed to the following current Public Works Division Managers in the Public Works Department, **effective immediately**, as follows:

- **Scott Christie, Public Works Manager, Engineering Services**
- **John Medlock, Public Works Manager, Environmental Programs**
- **Mike Heller, Public Works Manager, Maintenance & Park Facilities**

13831 San Pablo Avenue, Building I • San Pablo, CA 94806
Main: 510-215-3012 • *Fax:* 510-620-0204
www.ci.San-Pablo.ca.us

ENGINEERING SERVICES

Public Works Manager Scott Christie is in charge of Engineering Services, and manages 2.5 FTE's, including one (1.0 FTE) Assistant Engineer, one (1.0 FTE) Sr. Public Works Inspector and (.05 FTE) Administrative Secretary (shared with Development Services). (Note: the Sr. Public Works Inspector performs some NPDES inspections for Environmental Programs division.) The Engineering Services Division performs: project and construction management/inspection of capital projects; administers plan review; encroachments, transportation and grading permits; and inspects construction work in the public right of way. Additionally, this Division seeks and administers grants for public project capital improvements and performs municipal engineering/traffic engineering tasks.

Current Projects:

- PW 219, Wildcat creek trail connector; 23rd to Davis Park.
- PW 384, El Portal West utility undergrounding.
- PW 442, Rumrill Blvd. bridge replacement; includes 5 year post-construction monitoring, (regulatory permit condition).
- PW 467, Bridge Maintenance Program.
- PW 483, San Pablo Dam Road Interchange Project.
- PW 524, Storm drain system upgrades and repairs.
- PW 528, Annual paving project plus OBAG grant.
- PW 544, I-80 ICM (Integrated Corridor Mobility) Project (interconnection, cameras and routing signs).
- PW 550, Pedestrian Safety (including sidewalk repairs).
- PW 574, Crosswalk Safety improvements at Rumrill Trail and Folsom Avenue.
- PW 577, Hillcrest Road and San Pablo Town Center Monitoring.
- PW 578, San Pablo Avenue Stormwater Spine.
- PW 579, Wildcat Creek Daylighting grant at Davis Park; includes 10 year post-construction monitoring, (regulatory permit condition).
- Davis Park electric service upgrade (non-grant funded portion of PW 579); replace switchgear; secure pull boxes.
- PW 611, Solar project construction.
- PW 612, San Pablo Complete Streets (coordinate with City of Richmond).
- PW 811, Crosswalk safety system at Market/19th.
- PW 821, Radar speed signs Amador and El Portal Drive.

Current Responsibilities:

- Administer pavement management system.
- General Administrative duties:
  - Monthly report for division.
  - Track engineering budget/process expenses.
  - Respond to public records requests and research plans and technical records as needed to support/defend litigation efforts (e.g. Neon, Wyman slide).

- Coordinate and deal with special permit or plan review situations, drainage inquiries, etc.

- General Project related duties:
  - Review and approve PS&E documents (Plans, Specifications and Estimates) for public project bids.
  - Respond to Finance and Auditor inquiries (generally applies to federal and state grants).
  - Manage Uniform Public Construction Cost Accounting (UPCCA) for public project informal bidding.
  - Update model specifications to comply with regulatory changes.
  - Miscellaneous project administrative tasks (current administrative support is only halftime).
  - Update/administer Growth Management Plan checklist required by Measure J "Return to Source Funds" ½ cent sales tax.
  - Representative for Disadvantaged Business Enterprise (DBE) officer, Labor Compliance officer, and Quality Assurance/Quality Control (QA/QC) Program (Federal Projects).
  - Handle RFP/Q (request for proposals/qualifications) process for professional services, prepare and negotiate agreements.
  - Coordinate project work with utility companies.
  - 5 year CIP *(capital improvement program); work with J. Medlock and M. Heller; required by Measure J.*

- Traffic engineering related duties:
  - Traffic Speed Surveys.
  - Average Daily Traffic (ADT) Counts.
  - Traffic signal maintenance and repair and adjustments.
  - Review and evaluate traffic safety issues and implement solutions to the extent funding is available.
- Americans with Disabilities Act (ADA) transition plan monitoring and update.
- Oversee geotechnical reviews and consultation.
  - Hillcrest and Princeton Plaza (Raley's concerns); see PW 577.
  - Wyman Slide.
  - GIS Geotechnical Report Database.
- Vale Road stream gauge monitoring.
- Participate in regional engineering ASCE (American Society of Civil Engineers), EBME (East bay municipal engineers), Public Works advisory committees (CCEAC-city county engineering advisory committee), transportation authorities e.g. CCTA (Contra Costa transportation authority), MTC (metropolitan transportation commission) and organizations (APWA-American public works association) to keep up to date on grant opportunities, technical developments, other agencies practices, construction industry trends, proposed legislation, and other public works areas of interest.
- As required by FEMA (Federal Emergency Management Agency), perform flood plain management tasks in conjunction with building department. Review changes in flood insurance rate map (FIRM) when revised by FEMA, and pursue ways to

minimize impact to San Pablo, such as participating in the CRS (Community Rating System).

- Review and inspect development projects (includes review and approval of subdivision maps and improvement plans for subdivisions in accordance with requirements of State Subdivision Map Act); e.g. Circle S maps.

ENVIRONMENTAL PROGRAMS

Public Works Manager John Medlock is in charge of Environmental Programs that includes environmental and regulatory compliance programs: NPDES, Solid Waste, Climate Action, and special projects. He manages (1.30 FTEs): a (0.80 FTE) Environmental Programs Analyst; and a part-time (0.50 FTE) Environmental Programs Analyst. Below are his current projects and responsibilities, as follows:

Current Projects:

- Street Lighting and Landscape Assessment Proceedings.
- Street Lighting and Landscape Assessment Reconfiguration.
- 5-year Capital Improvement Program.
- Annual Capital Improvement Project Budget.
- U.S. Army Corps of Engineers 1135 Project/correction of elevation at City of San Pablo conform, and Wildcat Creek.
- PW 405-Wanlass Park: Operating & Maintenance (O&M Plan Amendment for Rheem Creek restoration, volunteer workdays, and community gardens).
- PW 575, San Pablo Avenue Archway.
- PW 576, City Entry & Wayfinding Signage.
- PW 606, Wildcat Creek Trail & Restoration at Circle S.
- PW 611, Solar Project (loan draw downs, rebates and energy monitoring).
- PW 616, CDBG Davis Park Play Structures and Restroom Rehabilitation.
- MB 046, City Hall courtyard renovation, landscaping and signage.
- MB 050, City Hall repainting.
- Janitorial contract.
- Street Sweeping contract.
- Marin Clean Energy Conduct, Feasibility study to join the Marin Energy Authority.
- Urban Greening Application for El Portal Drive Rain gardens.
- Closeout of regulatory permits for Rheem Creek.
- Oversight and implementation of the City Climate Action Plan

Current Responsibilities:

- Emergency response planning and preparation.
- Monthly report for division.

NPDES

- Business Inspections, 4 times more inspections this year due to the lack of resources in past years.

- Adopt the new storm water ordinance to comply with the permit.
- Develop a new Enforcement Control Plan per permit requirements.
- Train maintenance staff on new Integrated Pest Management policy. Work with Contra Costa Clean Water Program's ad hoc workgroup to develop more guidance for municipal staff.
- Participate in monitoring and management committee meetings (monthly).
- Help renegotiate a new permit with the Water Board.
- Implement the long term trash plan.
- Review construction plans for NPDES compliance.
- Implement the remainder of the permit (i.e. have 4 outreach events, enforce against violations, etc.)

Solid Waste

- Styrofoam ban (CAP and NPDES requirement).
- Implement/enforce plastic bag ban.
- Train staff on the implementation of the new CalGreen Construction and Demolition requirements.
- Attend RecycleMore board meetings and brief Board Member Valdez on agenda items.
- Work with Richmond and RecycleMore staff on budget, withdrawal language, and rate model.
- Manage the City's collection agreement with RSS (review quarterly reports) and participate via RecycleMore in managing the post collection agreement.
- Apply for Beverage Container grant (annual) and implement.

Climate Action

- Marin Energy.
- Energy Management, train new staff to use Energy Cap Express, review PG&E data as it pertains to solar project, etc.
- Implement other measures of the Climate Action Plan.

MAINTENANCE AND PARK FACILITIES

Public Works Manager Mike Heller is currently in charge of 12.5 FTE's, and manages all Maintenance functions and Park Facilities throughout the City. Below is a list of his current projects and responsibilities, as follows:

Capital Projects:

- PW 405 – Wanlass Park O&M (Operating & Maintenance) Plan Amendment for Rheem Creek restoration, and will work with J. Medlock (lead) as needed.
- PW 531-Rumrill Sports Park, Project Manager, (60% drawings currently waiting for review)
- PW 535-San Pablo Community Center at Helms, Project Manager, (65% construction completed)
- 5 Year Capital Budget; essentially completed but will update with S. Christie and J. Medlock as needed.

- Annual Capital Improvement Budget, will work with S. Christie and J. Medlock to develop annually.

Contract Projects:

- Circle 'S' Monthly Weeding and Maintenance, PO #280 with Honda Landscaping (currently executed).
- Developing Fleet Maintenance policies and procedures with Commander Krastof (P.D.), currently being reviewed for Council Approval.
- RFP for Citywide median maintenance, in development phase.
- Developing a partnership with the San Pablo Library for maintenance and security needs as required by the County.
- Responsible for current Street Sweeping Contract (will bid for renewal soon with J. Medlock taking the RFP lead).
- Responsible for new Custodial Contract after RFP is completed, J. Medlock working on this.

Responsibilities:

- First line of defense for residential concerns and challenges with conditions of City.
- Respond to all residential calls and follow up at conclusion of maintenance work (Government outreach, email, and phone calls).
- Oversee scheduling of assignments for Maintenance staff in the City (responsible for parks, streets, and City buildings)
- Oversee routine and general maintenance schedule for the safety and cleanliness of the City (illegal dumping, graffiti abatement, etc.).
- Schedule special and extra-curricular projects in conjunction with other City staff (includes, but not limited to catch basin clean-up; creek clean-up; hot patch, tree pick-up, dumpster days, tree trimming, etc.).
- Oversee purchasing and payables for all City PW and Maintenance projects (includes, but not limited to alarms, custodial, street sweeping, supplies, etc.).
- Oversee the maintenance of the entire City Fleet (except PD).
- Develop a callout list for City emergencies.
- Write and submit reports for inter-governmental agencies as required (Annual SMOG; Hazardous Materials-CUPA; Doors report-BAAQMD; Diesel Smoke Tests-BAAQMD; Annual Vehicle Inspections).
- Attend weekly meetings (PW, External Services, ELG, Community Center Construction, and others as required).
- Responsible for the coordination and logistics for Parks and Streets and all Citywide Special Events (Cinco de Mayo, 4th of July, and smaller events in conjunction with the Community Services Division).
- Provide support for PD on ticketing (signage), illegal dumping, graffiti abatement, resources (on clean-up projects), etc.
- Monthly report for division.

SUMMARY:

Customer Service and Teamwork are the essential values of our City organization. As we enter the remainder of FY 2013-14, the City organization will be experiencing additional key management retirements and staffing re-assignments to maintain operational continuity as we approach the mid-year point of the biennial General Fund Operating Budget for period FY 2013-15.

We must continue to remain fiscally resilient during this economic recovery period. In making future resource allocation decisions regarding future staffing, careful and strategic review by the CMO will be conducted to meet current budget and operational necessity. Additionally, this CMO review will take into consideration shifting priorities for City service delivery, and following prioritization of policy areas by the City Council as contained in the City Council Adopted Workplan Update process to be completed in April 2014.

Please consult with your Division Manager for any additional questions you may have with regard to these new operational changes in the Public Works Department for interdepartmental coordination on City programs and services.

Should you have any additional questions about the City organization, please contact ACM Kelsey Worthy at KelseyW@SanPabloCa.gov (Internal Services), or ACM/Police Chief Walt Schuld at WaltS@SanPabloCA.gov (External Services).

Thank you for your time and consideration.

Date: 2/18/14

Matt Rodriguez
City Manager

cc: Mayor and Councilmembers

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CITY OF SAN PABLO
City of New Directions

CITY OF SAN PABLO

Public Works Department
13831 San Pablo Avenue, Bldg. #3
San Pablo, California 94806
(510) 215-3030 • Fax (510) 215-3031

March 10, 2014

To: Prospective Consultants (see Distribution List at bottom)

Subject: Request for Proposals, City Engineering staff augmentation services

The City of San Pablo requests proposals for professional services to perform staff augmentation/engineering work for the Public Works Dept. Please refer to the attached Feb 18, 2014 Memo "Public Works Department Operational Changes" which describes the current organization structure and duties of the department. With the recent retirement of the Public Works Director and the interim plan to not fill the vacancy, additional engineering services are required to perform city engineering and project management work. The goal of the requested services is to enable the Public Works Department to maintain the existing levels of engineering services and to deliver projects on schedule to the maximum extent practical with the available resources.

The term of the agreement is to run at least until the end of the current fiscal year (June 30, 2014) or until the not to exceed value of the agreement ($100,000) is reached. The Engineering Services Manager will assign the work and set priorities. Hours estimated below are a guideline only and may be significantly more or less than shown.

Scope of Services

The scope of work will consist of performing tasks, in general, as follows:

1) Provide project engineer (or technician, project manager or equivalent) for 2 days per week (8:00 a.m to 5:00 p.m) at city hall, for assistance with city projects, plan review (plan check for encroachment permits, traffic control plans, minor commercial and residential projects, etc.), field investigations, analysis, construction or permit compliance inspection in the field, and other duties as assigned. Preferred work days will be Monday & Wednesday or Tuesday and Thursday. (Note city hall office hours are 7:30 to 6:00, Monday through Thursday.) Work may include backup for engineering staff when on vacation. Office space, telephone and desktop computer is available in the Engineering Division offices at city hall. Minimum requirements:

   Civil engineering degree and EIT, plus one year related experience
   or construction management or engineering/technical degree, plus two years related experience. (As noted below, the Consultant may choose to utilize higher level staff for this work, and combine with Project Management tasks described in item 2.c below)

Projects may include portions of projects (or entire smaller projects) listed on the attached Memo. Project work may include preparing PS&E documents, coordination with utility

companies, contacting and working with property owners impacted by projects etc, and such work will be coordinated either with city staff project manager or consultant project manager as specified below. Assume **16 hours per week**

2) Provide engineering consultation on municipal engineering tasks, including but not limited to the following. Minimum requirement: California PE license in Civil and TE (multiple engineers may fill this role, and the work may be done off site)

a) act as City Engineer when requested on reviewing, approving or signing documents (e.g. subdivision plan review, capital project plan review); **10 hours per week**
b) act as City Traffic Engineer when requested on reviewing, approving or signing documents (e.g. traffic study review, traffic speed survey reviews, traffic safety issues) ; **10 hours per week**
c) act as project manager for CIP project delivery- projects may include portions of projects (or entire smaller projects) listed on the attached Memo. Responsibilities would include establishing or reviewing project schedule and budget, reviewing progress and work of design consultants, reviewing and approving PS&E documents, working with Caltrans (for federally funded projects), handling AAA process, overseeing CM or inspection work and preparing staff reports for city council action. **25 hours per week** (This work may be perfomed on site as noted above in item 1)
d) update city 5 year CIP; **5 hours per week**
e) review geotechnical reports and studies (for development projects and ongoing city investigations); **5 hours per week**
f) Inspection services on non-city work days (Fridays) for various city improvement projects, including major utility projects covered by encroachment permits; **3 hours per week**
g) perform special studies or analyses (e.g. solving localized storm drainage /flooding problems, sidewalk accessibility issues, etc.); **10 hours per week**
h) seek grants for improvement projects and prepare applications for same; **5 hours per week**
i) Present reports or analyses to City Council when required; **5 hours per week**

Proposal Content and Submittal Information

The proposal should contain the following information:

- An outline of your firm's approach for this work.
- A brief description of your firm's experience with comparable work, including references.
- Resumes of the proposed primary providers of the services
- A statement that your insurance meets the terms contained in the sample agreement included with this RFP.
- Conflict of interest statement: Declaration stating that consultant has not made any contributions to any City of San Pablo public official (hired or elected), or to volunteers serving on review

commissions having an influence on this work or related projects in the cities of Richmond and San Pablo. Include contracts with and ownership interest in potentially affected private properties.

Proposals should not include cost estimates/rates, which will be requested from the selected consultant(s) at a later date. If the City is unable to negotiate acceptable terms with the most qualified firm, negotiations will be made with the next most qualified firm.

Address proposals to Scott Christie, Engineering Services Manager, scottc@sanpabloca.gov. Please submit an electronic (.pdf) copy of your proposal (5 MB limit) no later than **5:00 p.m. on Wednesday, March 26, 2014**. The City reserves the right to reject any and all proposals.

Sample Agreement

Attached is the standard City of San Pablo prime consultant agreement for professional engineering services. It provides specific consultant requirements; note the insurance and indemnification clauses. By submitting a proposal, the Consultant indicates he has carefully reviewed the agreement terms and is prepared to enter into said agreement with City.

(As shown in Section 6, "Billings", note that for staff providing services on site, only on-site hours shall be invoiced, no travel time or mileage, and cost of preparing bills is considered included in the various hourly rates of primary providers of services).

After the City evaluates the proposals, a short list may be established of the consultants who are determined to be most qualified and competent to perform the work. Those consultants may be asked to meet for an informal interview and will also be asked to provide cost proposals to enable the City to negotiate fair and reasonable prices in accordance with California Government Code section 4526. The consultant with the most favorable combination of qualifications, competency and costs will be chosen to perform the work. The compensation structure shall conform to the terms of the enclosed sample agreement, which calls for payment based on a time and materials basis and completion of work to meet City project or other schedules and milestones. The City may utilize the results of the proposal evaluation as a basis to make consultant selection for extension of the work or a revised scope of work for a longer term.

We look forward to receiving your proposal. Please contact me at (510) 215-3061 if you have questions.

Sincerely,

Scott Christie

Scott Christie
Engineering Services Manager

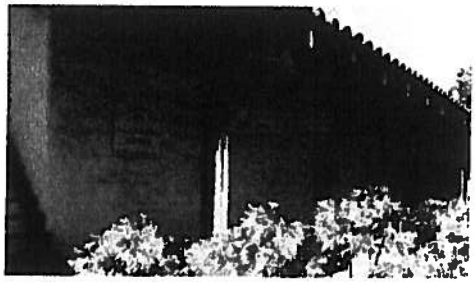
sdc File: C:\USERS\SCOTTC\DOCUMENTS\AGR.WAIVERS-MISC\RFP STAFF AUGMENT CITY ENGINEER.DOC

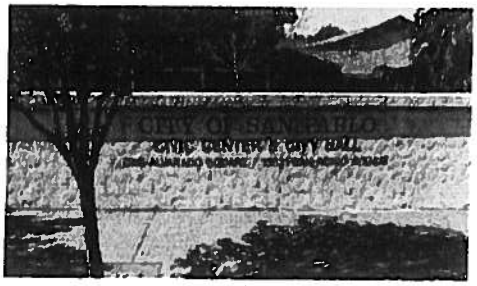
Attachments:
Feb 18, 2014 Memo "Public Works Department Operational Changes"
Sample Agreement

Distribution List
Vali Cooper & Associates
Harris & Associates
Swinerton Management Consulting
Frank Kennedy & Associates

cc (letter only): City Manager
Assistant City Manager/Police Chief

CITY OF SAN PABLO





RFP for

City Engineering Staff Augmentation Services

March 26, 2014

Harris & Associates.

Harris & Associates.

March 26, 2014

Scott Christie, PE
Engineering Services Manager
City of San Pablo
13831 San Pablo Avenue, Building 3
San Pablo, CA 94806

Re: Proposal to Provide Continuing City Engineering Services

Dear Scott,

In late January, we met to discuss the immediate needs of your department due to the imminent retirement of DPW/CE Adele Ho. Within days, Harris was on board, providing a variety of services on an as-needed basis. Your needs have matched our capabilities to a tee, and we would love to continue this great working relationship through the end of the fiscal year.

Some of the benefits you and the City will enjoy from our continued relationship include:

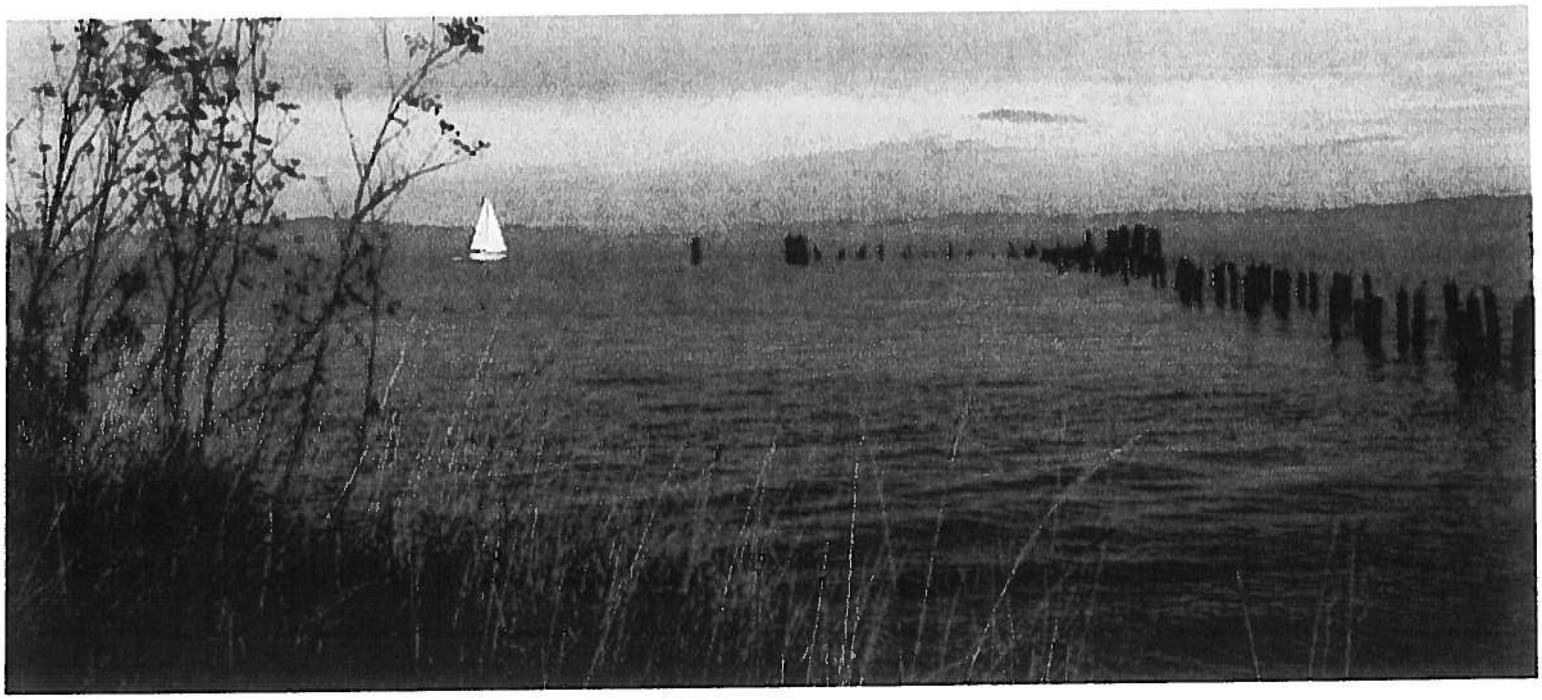
- **Ability to meet your varied needs.** There is nothing you have assigned us to date that we have not been able to accomplish. Looking at the anticipated scope of services in the RFP, we will be able to provide all such services.
- **Responsiveness.** We have proven that we are very responsive to each of your requests in the past two months. We respond to your email or phone requests within hours, and assign the appropriate staff to follow-up with you regarding your specific needs, so there is no disconnect between your expectations and our work product.
- **Depth of staff.** To date, we have assigned five individuals to 11 distinct assignments, each staff selected for their expertise and familiarity with the subject matter, and their availability so we can complete each assignment quickly.
- **Cost Accounting.** At the start of the existing interim contract, we created a cost accounting system that is specific enough to track individual assignments, and flexible enough to expand as needed. We will continue to use this system for the extended services through June.
- **Established Trust.** In many of the assignments to date we have worked directly with the design engineer, applicant or other public agency to further reduce the time commitment of City staff to resolve issues or complete reviews.

From City Manager Matt Rodriguez's February 18 memo to city employees and from our current experience working with you, we understand that the challenges facing the City are not limited to the Public Works Department. Department changes affect other work groups. Staff retirements often offer opportunities for re-evaluating the norm. Beyond the basic services requested in the RFP, we further offer our Harris team's hundreds of combined years of public works management and administration experience to assist the City in evaluating your organizational structure. We embrace Mr. Rodriguez' s closing comments about maintaining customer service and staff teamwork while remaining fiscally resilient during changing and challenging times.

From the feedback we've received to date, we believe we have met your expectations with prompt and professional service delivery. This proposal shows how we will parlay the experience working with you and your staff from the past 6 weeks into further successes in the coming three months. Please contact me at rguletz@harris-assoc.com or 925.827.4900 x1114 if you have any questions regarding this proposal or our services.

Sincerely,
Harry & Associates

Bob Guletz, PE
Project Principal



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UNDERSTANDING & APPROACH

Understanding

Since we've already been working for you for 6 weeks, we know your staffing limitations and overwhelming workload, and have a great understanding of the work assignments you have in mind for the next four months. We are able to provide all of the services identified in the Scope of Services in the RFP, as summarized below:

I. **Staff Augmentation.** Two days per week of engineer with EIT or PE to provide a variety of services to the Engineering Services Division. (Jens Norman, EIT, is currently filling this role)

II. **As-needed consultation on a task-assignment basis in a variety of areas:**

A. **City Engineer** to review, approve and sign maps, plans, and other documents. (Bob Guletz, Scott Alman, and Kourosh Iranpour are all PE's who have served as City Engineer. Bob has a pre-1982 PE license and currently serves as City Surveyor for four cities)

B. **City Traffic Engineer** to review, approve and sign traffic-related documents. (Bob Guletz has been reviewing and signing traffic speed studies and development traffic Impact studies for the City in the past 6 weeks; he served as City Engineer/Traffic Engineer for the City of Albany for 10 years)

C. **CIP Project Delivery** manager. (Because our engineers assigned to this project are also design project managers at Harris, they understand all aspects of project delivery, including working with Caltrans, consultants, and regulatory/permitting/funding agencies.)

D. **Update 5-year CIP.** The city's CIP has not been updated in a five-year format for years. Because of our intimate knowledge of public infrastructure from both the management, design, financing, and maintenance perspectives, we are well equipped to revamp your CIP. (Our key staff's experience as City Engineer means they have been in the position of managing and implementing CIP programs)

E. **Review geotechnical reports** for development and City projects. (Our named staff work with geotechnical engineers and their reports on our design jobs as well as in our development management roles for various cities).

F. **Inspection services.** We envision two types of inspection services: (a) day-to-day public works inspection of private permit work which could be performed by Jens Norman as part of his staff augmentation assignment (even if it's on a non-standard day or Friday), and (b) more formal, continuous construction inspection for developments and for major public infrastructure projects. The latter could be provided by one of Harris' many inspectors in our Construction Management division who are specialists in public infrastructure inspection and on-the-job public relations.

G. **Special studies** or analyses in areas such as stormwater and ADA compliance. (We have experts in each of these areas – Kyle Carbert is a certified QSP/D and has years of experience working with accessibility issues, including preparation of the Transition Plan for the City of San Pablo as an intern).

H. Identify, prepare and submit **grant applications** on behalf of the City. (Scott Alman is currently assisting San Pablo on project submittals, and has been doing the same for the cities of Daly City and Milpitas).

I. **City Council reports and presentations.** (All of our named professional staff are capable of writing staff analyses and agenda reports, and most have done so for many cities as City Engineer).

We certainly have an excellent grasp of all potential assignments anticipated to for the next four months, and are capable of completing each category of work.

Approach

We will continue the service delivery approach we have used for the past 6 weeks:

- Continue to assign Jens Norman, EIT, as our regular staff augmentation engineer. His two days at the City are the highest priority for his work week, and he will seek permission from Scott Christie if schedule conflicts arise.
- Identify a single point of contact, Scott Alman, PE, who will receive an assignment from Division Managers Scott Christie, John Medlock, or Mike Heller and then will select the appropriate Harris staff to complete the work, based on expertise and availability.
- Discussion with Scott or another City staff manager to collect information relevant to the assignment, and to agree on the scope of our work, timing and deliverables. A few minutes spent at the front end typically reduces miscommunications and misguided results.
- Provide assigned infrastructure construction inspectors if requested for larger projects such as developments or contracted public projects as well as vacation-relief inspectors. Also, provide public works-type inspection using Jens Norman as part of his normal staff augmentation role. Good public relations is critical to any inspection service in the public arena, and our inspectors are selected accordingly.
- Prompt execution of the assignment, checking in with City staff if there are any interim questions.
- Direct communication with the project applicant, design engineer/architect/landscape architect, or other public agency, if appropriate, in order to fast-track completion of our assignment and to reduce the amount of effort required by City staff.
- Continue to use the Chart of Accounts we established during the first 6-week program to create cost-tracking numbers for new assignments. This gives the City the ability to charge our expenses to various City accounts and public works divisions as if the work were being done by City staff. The basic outline of our Chart of Accounts is provided below:
  - .001 – Staff Augmentation
  - .002 – Development Review
  - .003 – Engineering Design
  - .004 - Reports and Studies
  - .005 – San Pablo Avenue Complete Streets project
  - .006 – Capital Improvement Program
  - .007 – Services to the Environmental Division
  - .008 – Services to the Maintenance and Parks Division

  This system can be expanded as needed, and allows for specific project assignments to be added as sub-numbers (e.g., Hampton Inn Traffic Impact Study review was .002.001)
- Budget monitoring is critical. We acknowledge that the total number of hours associated with the nine on-call categories of work in the RFP equals 78 hours per week or two full-time staff. This is in addition to the two-days-per-week staff position. We are able to assign this level of commitment, but we realize that the designated budget of $100,000 would only last 8 to 9 weeks rather than the desired 13 weeks (April through June). Therefore we will work with Scott to provide the level of service desired by the City, and will monitor the budget continuously.

EXPERIENCE & REFERENCES

City of San Pablo, Interim City Engineering Services

Harris is the firm currently providing the services requested in the current RFP. We have been able to respond successfully on each of eleven distinct assignments received in the past 6 weeks, which are summarized below:

- **Staff augmentation.** We provided a junior engineer to work at your offices two days per week. (Jens Norman)
- **Grant assistance.** We are working on City's behalf to make sure your TIP and other project submittal documentation is complete and submitted in a timely manner (Scott Alman)
- **Development review – Hampton Inn.** We reviewed the traffic impact study done for this project by TJKM and provided comments (Bob Guletz)
- **Development review – Coin Laundry.** Site plan review to identify required public improvements, circulation, and NPDES compliance (Scott Alman and Jens Norman)
- **Traffic engineering – Speed studies.** We reviewed the "Part C Engineering and Traffic Surveys" (speed studies) by GHD and signed on behalf of the City (Bob Guletz)
- **Development review - Abella Village.** We are reviewing infrastructure improvement plans for this subdivision that had never been signed (but were mostly constructed), so that they can be officially signed by Harris on behalf of the City (Scott Alman)
- **2014 California Statewide Local Streets and Roads Needs Assessment.** Completing the data entry for this form based on City's StreetSaver PMP (Vijay Pulijal)
- **Improvement Plan Peer Review – Rumrill Park.** First peer review of Callander Associates plans and specs for Division Manager Mike Heller (Scott Alman and Jens Norman)
- **Improvement Plan Peer Review - John Davis Park Playground.** (Kourosh Iranpour)
- **Estuary Project Plan Review.** First review of conceptual plans for City's demonstration project for rain garden along San Pablo Avenue (Jens Norman and Kyle Carbert)
- **Stormwater drainage issue – Yuba-Amador.** Solve long-lingering gutter drainage issue affecting public property. (Kyle Carbert)

Five Harris professionals have been involved in these 11 assignments, all for a budget expenditure of under $25,000. We have a wide range of expertise in our Concord office, and we will assign the best-fit staff to promptly meet project needs.

Reference: Scott Christie, Engineering Services Manager (510) 215-3057

City of San Pablo, Pavement Maintenance Services

For over a dozen years, Harris has been providing a variety of services to enhance the City's management of their street assets, and to stretch its annual construction expenditure. As a premier implementer of MTC's StreetSaver pavement management program (PMP), Harris has on four separate occasions conducted pavement condition surveys, analyzed the data collected, prepared budget scenarios, and created project list recommendations to optimize expenditures (FY 2003-04, 2008-09, 2010-11, and 2012-13). We have also provided the plans, specifications and cost estimates for construction of over $2.6 million in resulting annual street maintenance programs for 11 years. We typically also mark out the base repair limits and quantify the work by PMP street segment. Harris has also designed street improvement projects outside the annual maintenance program, including: Corporation Yard Drainage Improvements, Alvarado Neighborhood Street Resurfacing and San Pablo Avenue Rehabilitation Projects.

Reference: Scott Christie, Engineering Services Manager (510) 215-3057

City of Richmond, Capital Project Delivery

This contract was amended in late 2009 and Harris has been supporting the City of Richmond through staff augmentation as an Engineering Project Manager responsible for a major portion of the Engineering Services Department's Capital Improvement Projects (CIP) Program. Those projects include:

- **Carlson Blvd Improvements** – Construction Manager/Resident Engineer This 4,000 foot long project is a major traffic and utility corridor including a 36" water transmission pipeline that serves ½ million people, a 24" high pressure gas transmission line together with outside agency sanitary sewer collection and water distribution systems. This $3..5 million major street improvement and reconstruction project's funding includes $1 million ARRA/Federal Funds and will undergo a detailed Federal audit at the end of the project.
- **Martin Luther King, Jr Park Improvements** – This $2.6 project includes the complete redevelopment of an existing park into a state of the art synthetic surface running track surrounding an artificial turf all-weather combination football and soccer field together with restrooms, field lighting and other amenities.. This project is being funded by two California State parks grants along with a $200,000 grant from the National Football League sponsored by the Oakland Raiders. Responsibilities include full project management, field inspection, grant management and liaison with NURVE collaborative community projects task team.
- **Miscellaneous projects** including the $300,000 demolition of the Martin Luther King Community Center, $350,000 Pt Richmond Retaining Walls Repairs, Safe Route to Schools Projects, Liaison with the Calif Dept of Toxic Substances Control for ongoing clean up sites and Project Manager for $125,000 In-house Library Improvements

Reference: Tawfic Halaby, Assoc. Civil Engineer (510) 621-1612

City of Daly City, Interim City Engineer

With the departure of the City Engineer, Harris has been providing Interim City Engineer services on a full-time basis. Our experienced City Engineer oversees the Engineering division, providing leadership and management for the eight person work group. He is responsible for the technical review of development applications per City standards, and has overall responsibility for the City's Encroachment Permit program. He has direct responsibility for the multi-year Capital Improvement Program, managing project delivery from design through construction. He works with the City's "EnerGov" permit tracking software system, used for all City permits. To augment the services of our City Engineer, and replacing a City staff retiree, the City has also added a Harris junior engineer to the team on a full-time basis.

Reference: John Fuller, Director of Public Works (650) 991-8038

City of Orinda, Staff Augmentation/Associate Engineer

The City's Public Works Department desired interim entry-level engineering services while they were recruiting to fill a new staff position. Harris provided staff augmentation services approximately 3 days per week for 3 months. Tasks included permit counter services, project research, public works inspection, and entry-level engineering.

Reference: Larry Theis, Senior Civil Engineer (925) 253-4260

City of American Canyon, City Engineer Staff Augmentation

From 2009 through 2013, Harris provided services as the city engineer within the Community Development Department. Our city engineer, Bob Guletz had primary responsibility for overseeing the technical review and approval of all development in the City. Services included:

- Evaluating the adequacy of existing infrastructure
- Ensuring conformance with City ordinances, planning documents, and design standards

- Imposing conditions of approval
- Review of improvement plans and subdivision maps
- Serving as City Engineer and City Surveyor
- Verifying compliance with all development conditions
- Providing as-needed public works and development inspection

Review and inspection services are continuing into 2014 on an as-needed basis.

Reference: Greg Baer, Civil Engineer II (707) 647-4562

City of Cupertino, Development Review/Processing and City Surveying Services

Since September 2011, Harris has been providing either on-call development review or a senior plan reviewer on a staff augmentation basis. Our on-site engineer reviewed improvement plans, drainage studies, SWPPPs, and map documents for residential and commercial projects including a major technology campus. Bob Guletz serves as the City's contract City Surveyor responsible for reviewing and approving map documents for technical accuracy. Review efforts include ensuring proposed improvements are in compliance with City design standards, Conditions of Approval, and other local and regional requirements. Our team has also prepared cost estimates for four municipal capital improvement projects, and performed validating peer cost reviews of important conceptual projects. We are currently providing inspection services for public infrastructure facilities serving a major technology campus.

Reference: Timm Borden, Public Works Director (408) 777-3354

City of Santa Clara, Staff Augmentation

Harris has been providing program, project and construction management services to the City's municipal utility, Silicon Valley Power (SVP), for more than six years. The Harris team has become is the on-site representative for several of the City's huge substation upgrade program projects, representing the desires and safeguarding the interests of the City. Based on this success, the City recently extended our services with a new multi-year contract.

Reference: Kevin Keating, Electric Engineering Division Manager (408) 261-5459

City of Milpitas, Development Management and Review and City Surveyor Services

Harris has been providing staff augmentation and development review services to the City for over 10 years. With the recent upsurge of development interest in their Transit Area Specific Plan, we increased our staffing to provide in-house reviews of grading plans, wet utilities plans, off-site and on-site improvement plans and subdivision maps, as well as inspection of public infrastructure. Our effort included coordination with City staff (planners, utilities, fire, and traffic engineering), holding biweekly coordination meeting with the developer's staff and design consultants, and review and processing of CLOMARs. Bob Guletz serves as the City's contract City Surveyor. We also assisted with the BART Extension Project, including reviewing contractor's encroachment permit requests and submittal reviews.

Reference: Fariborz Heydari, Associate Civil Engineer (408) 586-3328

Experience Matrix

	Plan Review	Field Investigation/ Analysis	Construction/Permit Compliance	City Engineer	City Traffic Engineer	CIP Project Delivery	CIP Update	Geotechnical Review	Inspection Services	Special Studies/Analysis	Grant Assistance	City Council Presentations
San Pablo: Interim City Engineer Services	✓	✓	✓	✓	✓				✓		✓	
San Pablo: Pavement Maintenance Services	✓	✓	✓			✓			✓		✓	
Richmond: Capital Project Delivery	✓	✓	✓			✓	✓	✓	✓			✓
Daly City: Interim City Engineer	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
Orinda: Staff Augmentation	✓	✓	✓			✓			✓		✓	✓
American Canyon: City Engineer/Inspection	✓	✓	✓	✓	✓			✓	✓	✓		
Cupertino: Staff Aug/ Inspection	✓	✓		✓					✓			
Santa Clara: Staff Augmentation	✓	✓	✓			✓	✓		✓	✓		
Milpitas: Development Review	✓	✓	✓	✓				✓	✓			

HARRIS TEAM

This section profiles the key members of our team. Each will be assigned as a 'best fit' to suit a specific project. The anticipated 'responsibilities' indicated below are captured from the Scope of Services in the RFP. Full resumes of these individuals are included at the end of this proposal.

Project Engineer

Jens Norman, EIT, will continue to provide staff augmentation services to the City as a project engineer as he has done since February of this year. He understands the unique needs of San Pablo and meets the requirement of having a civil engineering degree, EIT, and one year of related experience.

- **Responsibilities.** Per the scope of services as described in the RFP, Jens will continue to act as a project engineer, assisting with city projects, plan review, field investigations, analysis, construction/permit compliance inspection, and other duties as assigned. Due to his familiarity with the City operations, he will also assist other Harris project teams.

City Engineer

Bob Guletz, PE is a registered engineer with over 40 years of experience in municipal civil engineering, design and public works management. This includes 15 years in city government. Bob has focused his career on municipal management services, providing contract city engineer or surveyor services for ten cities; CIP, development, and infrastructure management; and facilitating solutions. He currently serves as contract city engineer for American Canyon and city surveyor for four agencies. His attention to detail and understanding of the municipal environment are valuable attributes he brings to his project teams.

- **Responsibilities.** Bob Guletz will generally act as City Engineer to review, approve, and sign documents. He will also provide Traffic Engineering services as he has in recent months, providing traffic surveying approvals and reviewing traffic studies for developments. He has served as City Engineer or City Surveyor in a dozen cities, and his pre-1982 engineering license authorizes him to sign documents per the Subdivision Map Act.
- **Back-up.** Scott Alman and Kourosh Iranpour

Registered Engineers

The following team members will be assigned based upon qualifications and availability needed for a specific task.

Kourosh Iranpour, PE Kourosh has become an expert in infrastructure and roadway design for various cities throughout the San Francisco Bay area. His reputation as a thoughtful designer, conscientious of his client's needs and goals has led him to provide his services as a contract city engineer for the City of Piedmont. This means that as a project manager, Kourosh is intimately familiar with the struggles of a City agency and how best to serve their needs.

- **Responsibilities.** Kourosh will generally be responsible for CIP project delivery including establishing or reviewing project schedule and budget, reviewing progress and work of design consultants, reviewing and approving PS&E documents, working with Caltrans, handling AAA process, overseeing CM or inspection work and preparing staff reports for City Council action.
- **Back-up.** Scott Alman

Kyle Carbert, PE, QSD/QSP Kyle Carbert has 10 years of engineering experience in both the private and public sectors, including sewer design, plan checking, street resurfacing, water resource management, and planning for disabled access. Kyle assists municipal agencies with their Storm Water Management Plan update, to track compliance with State stormwater regulations. Kyle's particular expertise is the development and monitoring of stormwater management plans and review and compliance of the contractor's Stormwater Pollution Prevention Plan.

- **Responsibilities.** Kyle will generally be responsible for performing special studies and analysis, and for ADA and stormwater compliance reviews.
- **Back-up.** Jens Norman

Scott Alman, PE brings heart to his teams, whether that team is designing city infrastructure or building homes for the impoverished in Mexico and Haiti. His passion for community means that his projects are driven not by individual triumphs, but the triumphs of the team as a whole. This integrity has led to a reputation for successful projects and satisfied clients.

- **Responsibilities.** Scott will be generally responsible for updating the City's 5-year CIP, reviewing geotechnical reports and studies, seeking grants for improvement projects and preparing applications, and presenting reports or analyses to the City Council as required.
- **Back-up.** Kourosh Iranpour

Inspectors

The following inspectors are representative of the public infrastructure- and development-oriented inspectors in Harris' construction management group. Assignment for specific projects would be based on best fit and availability.

Mark Stinson believes in placing the interests of the public first and foremost on every one of his projects. He takes a personal interest in getting to know the routines and needs of residents and business owners who might be impacted during construction and influences other members of his team to do the same. That's why it's common to see Mark and his team carrying groceries for residents or returning garbage cans to their homes after arranging a common garbage collection point for an impacted neighborhood. His experience has taught him that positive public outreach is a key factor for a successful outcome.

Bob Comacho has 20 years of experience in the construction industry and has been responsible for all types of inspections on projects including multi-story concrete tilt-up projects, subdivision infrastructure projects, shopping centers, multi-level masonry construction, pavement rehabilitation, bridges and sewer pipelines. He has demonstrated the ability to coordinate, communicate, and interact effectively at all levels. Additionally, Bob has held various positions in his field, ranging from project special inspector with San Joaquin County to inspector with the City of Elk Grove Public Works, as well as Construction Inspector and Project Manager on various projects for the Federal Highway Administration.

Jens Norman, EIT

Project Engineer

Relevant Experience

City of San Pablo, *2014 Paving & Street Improvements.* Junior Engineer. Jens performed field investigation, designed more than 40 ADA compliant curb ramps, and assisted with the overall design. This project included public outreach for owners of private property. Jens went door-to-door to communicate with the owners to ensure they understood the project and potential impacts.

City of San Pablo, *Contract Junior Engineer.* Junior Engineer. Jens was responsible for plan checking commercial and residential projects, provided constructability reviews for Capital Improvement Projects, provided field investigation and analysis, as well as construction and permit compliance.

City of Richmond, *2014 Paving & Street Improvements.* Project Engineer. Jens performed field investigations, designed more than 50 ADA compliant curb ramps, assisted with overall design, and performed cost estimates. Completing the designs for this federally funded project within a short time frame was a challenge. Jens focused on teamwork and communication resulting in achieving the deadline.

City of Orinda, *Contract Junior Engineer.* Junior Engineer. Jens did Caltrans processing for federal projects, contract administration, wrote RFP's for federal projects and RFQ's for on-call construction management, geotechnical, civil, traffic, and environmental engineering projects, managed California Uniform Construction Cost Analysis Compliance, and wrote MTC and TDA grant applications.

City of Monterey, *Sanitary Sewer Program.* Rehabilitation of over 42,000 LF of pipeline and 531 manholes. Jens created a decision tree system for evaluating the best trenchless solution for each sewer reach; reviewing and cataloging sewer videos and creating a database system for easy retrieval of video log information. Coordinating utilities for such a large area was a challenge. Jens created solid contacts at each utility that were able to provide utility maps for the extensive area within the given deadline.

City of San Mateo, *Sewer Rehabilitation.* Junior Engineer. Jens was responsible for assisting with overall design, traffic control plans, and utility coordination.

City of Berkeley, *Sewer Rehabilitation.* Junior Engineer. Jens managed utility coordination and assisted with the overall design.

City of Belvedere, *Golden Gate Undergrounding District.* Junior Engineer. Using AutoCAD, added existing utility lines onto construction documents, based on various utility maps.

EDUCATION

BS, Civil Engineering

AFFILIATIONS

Engineers Without Borders

American Society of Civil Engineers

PROFICIENCIES

AutoCAD

SAP2000

Hydrus

MODFLOW

Microsoft Office

AWARDS

Eagle Scout (BSA)

Junior Prestige Award (USA Cycling Association)

Top Ten World Ranking (Union Cycliste Internationalle)

Ross Valley Sanitation District, *Sanitary Sewer Design.* Junior Engineer. Digitizing and creating an electronic filing system for the District's disorganized project files and plans.

City of Tracy, *Grant Line Road.* Junior Engineer. Modified plan sheet markups in AutoCAD.

Silicon Valley Power, *Serra Substation.* Junior Engineer. Drew a new lay down area on the substation plans based on markups.

Prior Experience

Contra Costa Water District, *Various Projects.* Civil Engineering Intern. Collected, compiled, and analyzed water samples from over 20 county water departments tracking regional water contamination after a broken levy required environmental remediation of the 12,000 acre Upper Jones Tract.

San Francisco State University, *Senior Design Projects.*

- *Foundation Design.* Managed simulated project designing shallow and deep foundations for new SFO Terminal. Used results from tri-axial, direct shear, and consolidation tests to determine soil properties.
- *Steel Bridge Team.* Designed, fabricated, tested, and built a highly efficient and cost-effective bridge for the 2013 ASCE competition.

Bob Guletz, PE

City Engineer

EDUCATION

BS, Civil Engineering

REGISTRATIONS

Professional Civil Engineer, CA

AFFILIATIONS

American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

Bay Area Water Works Association (BAWWA)

Chamber of Commerce

County Engineers Association of California (CEAC)

North Bay Engineers Club (NBEC)

South Bay Engineers Club (SBEC)

PUBLICATIONS

"Preserving Infrastructure Assets," Western Cities Magazine

"Going Underground for Utility Services," Underground Infrastructure Management Magazine

Relevant Experience

City of American Canyon, *Staff Augmentation: City Engineer.* City Engineer. Since 2009, Mr. Guletz has been performing the role of City Engineer within the Community Development Department. He is primarily responsible for the technical review and approval of all development in the City, a gateway to Napa Valley. Those services include evaluating the adequacy of existing infrastructure, ensuring conformance with City ordinances, planning documents, and design standards; imposing conditions of approval; review of improvement plans and subdivision maps; and verifying compliance with all development conditions. Since this is a recently-reorganized department, his role includes establishing policies, procedures, and management systems to provide better customer service and more efficient processing.

City of Cupertino, *Engineering Staff Augmentation Services.* City Surveyor. Since September 2011, Harris has been providing either on-call development review or a senior plan reviewer on a staff augmentation basis. Bob Guletz serves as the City's contract City Surveyor responsible for reviewing and approving map documents for technical accuracy. Review efforts include ensuring proposed improvements are in compliance with City design standards, Conditions of Approval, and other local and regional requirements.

City of Milpitas, *Development Related Services.* Project Director. Staff augmentation, map and subdivision improvements technical reviews, BART permits. Bob was responsible for ensuring the client received the services they expected and sufficient resources were assigned.

City of Marina, *Development Management and Review Services at the Former Fort Ord.* Project Director. Ultimate build-out will add 20,000 to the population, plus schools, parks, retail and hotels. Bob oversaw a broad range of development management, technical, building and safety, and construction management services for this 1,500-acre base reuse program. He worked closely with the client regarding the varying assignments and staffing needs and overall project budgets. Challenges included converting a military base to a mixed use redevelopment project; managing the design and construction of the back-bone infrastructure; adjusting budget and schedule in response to the economic recession. The project team accomplished completion of a shopping mall on the City and Tenants desired schedule.

City of Gilroy, *Development Review Services.* Project Manager / City Surveyor. Harris has been an integral part of the City's development review team. This included review of the 1,800-acre, 635-unit Eagle Ridge upscale development and golf course. Services included infrastructure systems analysis, creating conditions of approval, tentative and final map review, improvement plan checking, and public works inspection. Harris has continued to provide technical

review for subdivisions and Bob presently serves as contract city surveyor, and oversees Harris' plan and map review services. Bob presently serves as contract city surveyor, and oversees Harris' plan and map review services.

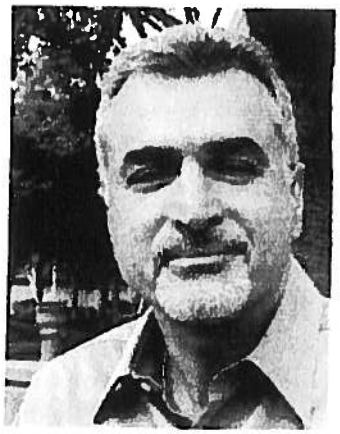
City of San Bruno, *Staff Augmentation: Contract City Engineer.* City Engineer. For eight months, Bob served as interim City Engineer during the City's recruitment process. His responsibilities included supervising a staff of nine engineers and support staff, delivering a complex CIP program, preparing staff reports for the City Manager and City Council, resolving numerous neighborhood traffic calming issues, and coordinating development reviews and conditions of approval.

City of Tracy, *CIP.* Program Manager. Bob managed the updating and implementation of this $150 million Capital Improvement Program for two specific plan areas totaling 2,000 acres. The program included more than 100 projects and provided for the planning, design, and construction of all infrastructure required for the doubling of the City's population. Since 1989, Bob has served as project director for our continuing development services to the City. Prepared finance and implementation plans (FIP) to allocate costs between developers, City Impact Fees, and City obligations.

City of Alameda, *NAS Alameda Redevelopment.* Project Manager/Director. The completed first phase (Bayport) included 500 dwelling units, a school and community park, plus public infrastructure. The second phase (Alameda Landing) will add residential and commercial areas as well as a shoreline park. Harris has been retained to implement a CFD Finance Plan for Alameda Landing. For six years, Bob was involved with this project, coordinating with dozens of participants, including the developer, city, and utility and regulatory agencies, to provide management, technical review, and construction management/ inspection services of the 215-acre, $500 million redevelopment of NAS Alameda. Bob was responsible for reviewing and negotiating contracts; developing and maintaining the accounting system, budget, and schedules; coordinating technical reviews; monitoring compliance with mitigation measures; and maintaining documents. Challenges included environmental cleanup of military housing prior to demo; coordinating the efforts of City, developer, and contractors in a unique public/ private partnership environment; creation of a new community of 500 homes with full public amenities and infrastructure.

Kourosh Iranpour, PE

Registered Engineer



EDUCATION

MS, Civil Engineering

BS, Civil Engineering

REGISTRATIONS

Professional Civil Engineer, CA

TRAINING

A Practical Approach to the Hydraulic Design of Storm Sewers, American Society of Civil Engineers

Geometric Design, Institute of Transportation Studies, University of California Extension

Horizontal Directional Drilling (HDD) Good Practices Guidelines

Pilot Tube Microtunneling and Static Pipe Bursting Training from National Clay Pipe Institute

Water Distribution Modeling Featuring Cybernet & Watercad from Haestad Methods

Relevant Experience

City of San Pablo, *2012 Slurry Seal Project.* Project Manager. Harris provided design services for the slurry seal of 43 streets throughout the City. Harris was challenged with delivering the bid documents within a two-month period so that the City could get the construction done prior to the rainy season. The work included field reconnaissance, base repair field marking, quantity breakdown by street, and preparation of estimate and bid documents. Kourosh managed the design team and field crew. He served as the point-of-contact for the City, prepared specifications, managed the schedule and budget, and provided technical support and guidance during construction. **Kourosh saved the City approximately $60,000 in design cost** by eliminating the need for layout sheets and summarizing the construction quantities and specific information for each street segment on a spreadsheet with street numbers referenced to the Project Location Map.

City of Piedmont, *Annual Resurfacing Program.* Deputy City Engineer. Planning and design of the City's annual resurfacing program. From 2001– 2010, more than 10 miles of city streets were rehabilitated under his management. Kourosh assisted the City with selecting the streets for rehabilitation and was responsible for evaluating pavement condition, making pavement rehabilitation recommendations, and PS&E preparation. Public relations was a major issue in Piedmont because of its affluent community. As such, scheduling and coordination for the projects were a major challenge. To minimize impact to the public, Kourosh helped the City to notify the public well in advance of construction through various means such as newsletters, door-to-door visits, and postings to their websites. He addressed the public's concerns and questions. Kourosh made the selection of the streets for rehabilitation seamless and efficient. This was done through direct collaboration and extensive communication with the City staff, design group, and Harris' PMP division.

City of Piedmont, *Sanitary Sewer Rehabilitation Program.* Deputy City Engineer/Project Manager. The City was given a cease and desist order by the Regional Water Quality Control Board (RWQCB) to make improvements to their outdated sewer system by rehabilitating the designated sub-basins by 2011 or suffer heavy fines. In response, the City developed an aggressive $16 million, multi-year sewer improvement program to resolve the problems of wet weather overflows. The program rehabilitated 200,000 feet of deficient sewer mains and associated lower laterals to reduce inflow and infiltration. Harris' tasks included the management and evaluation of sewer survey videos; pipe segment prioritization, evaluation, and determination of best rehabilitation methods; and PS&E documents for construction. Due to many backyard alignments, the trenchless technology methods of pipe bursting, directional drilling, and CIPP lining were used to minimize disruption to local residents. In addition, Harris' designers and construction managers provided extensive public outreach to the

residents, including through neighborhood meetings and posting articles in the Piedmont Post local newspaper. Harris performed a B/C review of the first year projects which helped save approximately $200,000 in construction costs by using pipe bursting on the mains and the laterals. With the help of an SRF loan from the SWRCB, the City has continued the program with a goal of rehabilitating 100% of existing sewer mains. Kourosh was responsible for all administrative work associated with the project including coordinating with the Regional Board, State Water Resources Control Board design staff, subconsultants and constant public relations to mitigate the construction impacts on residents as some of the sewer lines were located in private properties. Kourosh was also responsible for providing design input, managing the design team, and preparation of the construction documents in accordance with the SRF funding requirements.

City of San Mateo, *El Cerrito Relief Line.* Project Manager. Harris provided the design for this $10 million project, which had a multitude of engineering challenges as one would expect in trying to thread a new, large-diameter underground pipeline down busy, congested commercial and residential streets. Kourosh is responsible for managing the design team and subconsultants and coordinating with the regulatory and permitting agencies.

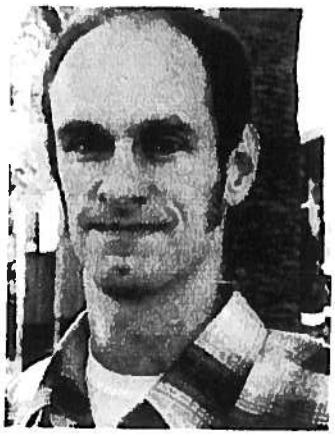
City of Albany, *2012 Sewer Rehabilitation Project.* Project Manager. $2.6 million sanitary sewer project. It is currently in its final design stage. Includes replacement and rehabilitation of approximately 12,000 LF of 6- to 8-inch diameter sanitary sewer mains, including manholes and lower laterals in two separate locations. Pipe bursting technology, horizontal direction drilling (HDD), pilot tube guide auger boring, and conventional open trenching. Kourosh is responsible for overall management and design. He is assisting the City and its right-of-way agent to acquire the necessary easements for the project. Kourosh conducted an alternative alignment study to determine the most cost effective and least disruptive methods for relocating the sewer lines from under the buildings. The findings of the study were summarized in a report, which included pros and cons and cost for each alternative. This report played a major role in the City's decision making process.

City of Richmond, *Carlson Boulevard Improvements.* Project Manager. Harris provided design services for this federally-funded street improvement project, located on a major traffic and utility corridor. Kourosh was responsible for overall project coordination, administration and technical input. As part of the funding requirements, Kourosh prepared technical memorandums and presented the project to Caltrans at the Field Review meeting on behalf of the City.

City of Richmond, *Pavement Rehabilitation Program.* Project Manager. 20 million pavement rehabilitation program. The project included over 150 streets throughout the City. Rehabilitation methods included crack seal, slurry seal, thin and thick overlay, mill and fill, and reconstruction using both conventional asphalt and rubberized asphalt. The project also installed and replaced ADA-compliant curb ramps and included preparation of a Caltrans encroachment permit. Kourosh managed the design team and pavement analysis subconsultants. Acted as the point-of-contact for the City, determining the appropriate rehabilitation method for each roadway, and keeping the project on schedule and budget.

Kyle Carbert, PE, QSD/QSP

Registered Engineer



EDUCATION

MS, Civil and Environmental Engineering

BS, Civil and Environmental Engineering

REGISTRATIONS

Professional Civil Engineer, CA

CERTIFICATIONS

California Stormwater Quality Association (CASQA), Qualified SWPPP Developer/ Practitioner (QSD/QSP)

TRAINING

American Public Works Association, ADA Compliance Design Standard Implementation

Current Issues in Storm Water Regulation

National Stormwater Summit

University of California - Berkeley, Fluid Mechanics of Rivers and Wetlands (HEC-RAS); Restoration of Rivers and Streams; Surface Water Hydrology

West Contra Costa County, Walkability Workshop

Relevant Experience

City of San Pablo, *San Pablo Avenue Improvements.* Project Engineer. Harris prepared construction documents for the San Pablo Avenue Rehabilitation Project, an approximately 1 mile stretch of a principal four lane arterial separated by median islands. This project also included the reconstruction of Evans Avenue, and a traffic analysis for providing left turn access to residential and business properties and pavement testing and evaluation. Rubberized asphalt concrete was used for the pavement rehabilitation. In compliance with ADA requirements, the project also included the removal and replacement of sidewalk, curb and gutter and curb ramp, driveway removal, and installation of tree grates. The construction portion of this project will receive federal aid through a grant administered by Caltrans, therefore the design work had to be performed in accordance with grant requirements. Kyle contacted utilities; designed curb ramps, sidewalks, and driveways according to ADA requirements; and coordinated pavement design and striping with subconsultants. Because this project passed through downtown San Pablo, it required coordination among a wide variety of stakeholders. In addition to City engineering staff, Kyle successfully coordinated with utility companies, subconsultants (including landscape, traffic and pavement testing), local businesses, and the City fire department. They met at the site to determine how driveways would be affected.

City of Santa Clara / Silicon Valley Power, *Transmission & Substation Stormwater Pollution Prevention Plans.* Project Engineer. Kyle has prepared several SWPPP's for the City's substations. Documents were prepared as part of the bid package so prospective bidders would know the LUP type and the level of compliance expected from the City. In addition to preparing the SWPPP for this project, Kyle also prepared amendments and annual reports during construction as needed, attended City Stormwater inspections, and prepared the Notice of Termination (NOT). During construction, contractor personnel issues resulted in a sudden need for a QSP on this project. Kyle quickly stepped into the role of QSP as well, supervising daily inspections and reporting storm event photos to SMARTS.

City of Dublin, *Year 2 Phase 2 Condition Assessment.* Project Engineer. The first phase of the City's condition assessment project included CCTV inspection of approximately 20% of their storm drain system. Phase 2 Year 1 evaluated the CCTV for construction in 2008, which was performed by others. Harris' role in the Phase 2 Year 2 condition assessment involved evaluating the remaining CCTV and providing the information in a report to the City. Total footage of CCTV for evaluation was 97,814 feet, with sewers ranging from 8 to 60 inches in diameter. In addition, Harris updated the previous evaluation report and merged it with our new data, thus providing the City with a complete report covering both phases. Kyle reviewed CCTV inspection logs and prepared the report prioritizing the repairs. The deliverable for this project outlines future

repairs, with a clearly defined ranking system that uses numbers to outline severity while distinguishing cleaning repairs from structural repairs. This allowed the first several years of repairs to be grouped together to allow for economies of scale to give the City better prices during construction.

City of Dublin, *2012 Storm Drain Cleaning and CCTV.* Project Engineer. After some residential flooding in the winter of 2011, the City inspected the local storm drain lines and realized that hardened calcium deposits were clogging several local lines. Harris prepared a bid package outlining these blockages as well as the worst blockages outlines in the Phase 2, Year 2 Conditions Assessment (also prepared by Harris). Kyle prepared the plans specifications, estimate, and research or methods for performing cleaning of the hardened calcium deposits. Initial efforts by the City to clean these pipes were unsuccessful, and the City was considering replacing these pipe segments, despite the fact that several were nearly 20 feet deep. Harris examined the current technologies and determined that high pressure water blasting and milling heads are available that are capable of removing these deposits while leaving the existing pipe in place. Harris also examined other segments from the Year 2 Phase 2 Condition Assessment to determine if other lines exhibited similar issues so that economies of scale could be maintained for this specialized work. Harris ultimately prepared a bid package for all of the lines requiring cleaning, whether routine or specialized, throughout the City. Utilizing trenchless technology cost less than half of what the City otherwise would have spent on this work.

City of Dublin, *2013 Storm Drain Improvement System.* Project Engineer. This project includes the implementation of the first year's recommendations from the Year 2, Phase 2 Condition Assessment. Harris is preparing PS&E for the 8 worst structural defects found. Kyle prepared the plans, specifications, and estimate. Harris is preparing PS&E for the 8 worst structural defects found. Anticipating that the remaining defects are candidates for trenchless technology, this project deliberately lumps together the defects for which trenchless technology is not feasible, allowing the contractor to utilize one method (open trench construction) and streamline the construction process while attaining superior bid prices.

PG&E, *2012 Pavement Rehabilitation.* Project Engineer. This project consisted of the repaving of 8 PG&E service sites throughout California. Kyle was responsible for field work, paving alternatives analysis, and preparation of plans and cost estimates. These were all fast-track projects that needed to be designed very quickly to meet PG&E's funding schedules. Many of these projects required acquisition of permits from and coordination with the cities, as well as close coordination with construction contractors. Kyle worked hard and efficiently to get all of these projects out to construction in 2012 and to save PG&E money. Upon reviewing previous reports, he noticed that many of the sites were slated for full-depth asphalt reconstruction. Given the high price of oil (which affects the asphalt price), PG&E's desire to minimize off-haul of potentially contaminated soils, and the size and layout of the sites, Kyle suggested that 5 of these sites utilize full-depth rehabilitation using soil cement. This process pulverizes and cement treats the existing base rock, which both minimizes the amount of off-haul and saves significantly on costs. It is estimated that this decision saved PG&E over one million dollars in construction cost.

Scott Alman, PE

Registered Engineer

Relevant Experience

City of Daly City, *Interim City Engineer.* City Engineer. With the departure of the City Engineer, Harris has been providing Interim City Engineer services on a full-time basis. Scott oversees the Engineering division, providing leadership and management for the eight person work group. He is responsible for the technical review of development applications per City standards, and has overall responsibility for the City's Encroachment Permit program. He has direct responsibility for the multi-year Capital Improvement Program, managing project delivery from design through construction. He works with the City's "EnerGov" permit tracking software system, used for all City permits.

City of Soledad, *Staff Augmentation Services.* Contract Director of Public Works/ City Engineer. Scott was responsible for all aspects of daily operations of the Public Works/City Engineering Department. His duties included management of the City's maintenance program, development entitlement process, CIP, and Phase II NPDES Program. He served as the City's voting member to the Transportation Agency of Monterey County (TAMC) and the Monterey Regional Storm Water Management Program. He attended and presented at City Council meetings and was the single point of contact with TAMC and Caltrans for a grade separation improvement project. Scott performed all plan checking of proposed development and provided assurance that erosion protection was properly implemented and the grading ordinance was followed.

City of Monte Sereno, *Staff Augmentation Services.* Contract Public Works Director/City Engineer. Scott was responsible for daily operations of Public Works/City Engineering Department. He managed the development entitlement process for the Engineering Department, managed the City's Phase II NPDES Program, and served as the City's voting member to the West Valley Clean Water Program. He authored the City's grading ordinance update to bring it into compliance with NPDES and C.3 regulations. Specifically, Scott conducted all plan checking of proposed development to ensure erosion protection was properly implemented and the grading ordinance was followed, including field inspection of erosion protection measures to determine proper installation and maintenance during construction of the various development projects.

City of San Ramon, *Staff Augmentation Services.* Contract City Engineer/ District Engineer. Scott provided oversight of the development/entitlement process for the Engineering Department and acted as the City's voting member to the Contra Costa Clean Water Program. During Lennar's Dougherty Valley project, an area that would be annexed to the City upon completion, Scott monitored the County's construction operations to protect the City's interests by verifying that infrastructure was built to City standards.

EDUCATION

BS, Civil Engineering

REGISTRATIONS

Professional Civil Engineer, CA

TRAINING

40-hour HAZWOPER

8-hour HAZWOPER Annual Refresher

California Construction General Permit Training

Environmental Remediation

Project Controls

Project Management

AFFILIATIONS

American Public Works Association (APWA)

California Special Districts Association (CSDA)

Design-Build Institute of America (DBIA)

Society of American Military Engineers (SAME)

City of Oakland, *Oakland Army Base Redevelopment.* Project Engineer. Development management services to the City of Oakland and California Capital Group for the redevelopment of the Oakland Army Base (OARB) Sub-district. With the opening of the new eastern span of the Bay Bridge, the Oakland Army Base has become the gateway to Oakland and the East Bay. Scott has been responsible for examining the 35% and 65% complete infrastructure plans of the entire OARB Sub-district. Plan examination includes coordinating plans from multiple design firms, each designing separate infrastructure systems. Scott carefully cross-checks the plans against one another and looks for oversights, particularly where these systems intersect with existing infrastructure beyond the project boundary. His level of review prevents costly changes from becoming necessary during construction.

National Park Service, *Foundation Structural Upgrade to Main Cell House, Building 68 at Alcatraz Prison.* Construction Site Superintendent. This project involved construction of foundation beam replacements beneath Building 68, the main cell house at Alcatraz. Work was performed in the Citadel area beneath Building 68 and in the Shower Room in the basement area of Building 68. The scope included abatement of lead-based paints, shoring of the entire building, and installation of new reinforced concrete foundation beams. Scott provided on-site management of the construction crew and served as the liaison with NPS (both Denver Service Center and local Golden Gate National Recreation Area staff). He wrote the nightly work reports and led nightly safety meetings.

Lennar Urban Bay Area, *Hunters Point Naval Shipyard/Candlestick Point Redevelopment.* Project Manager. Planned 700-acre redevelopment of the former Hunters Point Naval Shipyard (HPS) and Candlestick Point, a Navy BRAC site and adjacent land. This integrated development project will include 10,500 new residential units; 900,000 square feet of retail space; 2,000,000 square feet of office, research, and development space; renovated artist studios; a 10,000-seat performance venue; a 220-room hotel; and 300 acres of parks and open space. Scott provided oversight of engineering analyses, cost, and schedule support, as well as environmental management services to support Lennar Urban Bay Area.

Universal Paragon Corporation/BP PLT-1, *LLC, Former Schlage Lock and Southern Pacific Brisbane Rail Yard Operable Units (OUs) Brownfield Soil and Groundwater Remediation Services.* Project Manager. This project included soil, soil vapor, and groundwater remediation for OUs at the northern portion of a 600-acre urban industrial site formerly occupied by a national lock manufacturing facility; part of the site was occupied by railway operations. The site was impacted with volatile organic compounds (VOCs) and chlorinated hydrocarbons generated from manufacturing processes over several decades. This brownfield site required remediation to be redeveloped into a $450 million mixed-use development, including 1,200 residential homes and public open space. Scott was the liaison between the client and the project team, including serving as interpreter between the client and the highly technical scientists on the team.

Department of the Interior, *U.S.* Geological Survey (USGS), Seismic Upgrade to Washington Water Science Center, Steilacoom Warehouse, and Storage Facility. Project Manager. This design/build project included seismic retrofit improvements and ADA-compliant access and restroom facilities for three World War II era buildings. Scott served as the design/build team's overall project manager and project proponent. Scott served as the design/build team's overall project manager and project proponent. He oversaw the design team and provided plan checking services. He was also responsible for expediting design approvals from USGS. During the construction phase, Scott reviewed pay estimates and provided design support.

Mark Stinson

Construction Inspector

EDUCATION

BS, Business Administration

Relevant Experience

Town of Moraga, *2013 On-Call Pavement Repairs.* Construction Inspector. Moraga's repair project comes on the heels of recent unsuccessful efforts by a previous contractor, resulting in higher than normal public scrutiny. This project incorporates repairs to a variety of streets throughout the town, primarily located in residential areas. Mark Stinson worked extensively with a local volunteer group to disseminate vital project information. This has included videography of the construction process, frequent updates to the Town website and Facebook page, and live demonstrations open to the public.

City of South San Francisco, *Gas Line Replacement.* Construction Inspector. Inspection services for the installation of a gas pipeline through city streets. Mark monitored PG&E's general contractor to ensure that traffic flow was properly maintained, trenches were properly backfilled, paving and other surfacing were properly restored, and that the City's utilities were not damaged (or if damaged then properly repaired). To prevent the City from incurring additional costs due to pipeline construction, Mark detailed potential degradation of City infrastructure and worked with City engineering and public works departments on how best to return construction right-of-way.

City of Sausalito, *2011 Street Improvements, ADA Right of Way Improvements, and Storm Drain Replacement Projects.* Construction Inspector. Harris provided construction management and inspection services for improvements to Sausalito's public works infrastructure. The sensitivities of the construction locations — within popular tourist destination and along high-end, quiet residential streets — demanded a high degree of public outreach and traffic management to minimize the impacts of construction activities on residents, businesses, schools, and the general public. Although Mark Stinson was only requested by the City to provide part-time construction inspection services, his high level of experience on similar public works projects enabled him to easily integrate. Prior to performing any inspection services, Mark closely coordinated with the City to develop a thorough understanding. He then carefully reviewed all plans, identified and interpreted deficiencies within the plans to the contractors and the City, and made suggestions to the contractors on possible methods of overcoming these deficiencies. This proactive approach allowed the City to form a thorough understanding of each project's progress and adjust budgets accordingly, saving the contractor and ultimately the City, time and money. The end result was successful project completion.

City of American Canyon, *West American Canyon Road.* Construction Inspector. This developer-funded project involved sewer replacement on West American Canyon Road from Highway 29 to Wetlands Edge Road. Included construction of approximately 0.8 miles of roadway, including prefabricated bridge and asphalt pavement sections over an active railroad with sidewalk, curb and gutter. Mark

monitored the developer's general contractor to protect the City's interests during construction with a focus on traffic control, pedestrian safety, and environmental safety. Since the project was developer funded, City-requested changes had to be properly routed through the developer before the design team could implement a change to the plans. In order to mitigate delays, Mark would contact the designer to brief them on the request so that they would be prepared when the developer called. During the pour and construction of a deep sewer manhole, Mark's diligent inspection caught that the contractor had forgotten to install water breaks. The contractor was able to make the correction immediately, preventing a day lost to rework.

City of American Canyon, *Recycled Water Tank and Waterline Project.* Construction Inspector. $1.5 million project included a one million gallon recycled water tank and 4,000 LF of 18-inch waterline. Mark monitored all construction activities to maintain compliance with plans and specifications. The plans were frequently unclear or lacking in detail and the design engineer was slow to respond to these issues. Much to the City's satisfaction, Mark gained the engineer's consent to draw up clarifications and fill in missing areas himself to keep the work progressing. Mark designed the driveway approach to the water tank's service road. He also designed a concrete weir for the service road where it intersected with a low-flow stream. Environmental encroachment prevented the construction of a culvert, but the weir provided a concrete pad for water to flow over and allowed maintenance trucks to drive through the running water.

City of American Canyon, *Shenandoah Park Improvements.* Construction Inspector. This developer-funded project involved grading and landscaping improvements for a park including baseball and soccer fields and play courts. Mark monitored the developer's general contractor to protect the City's interests during construction. The general contractor had no experience with park projects. After disregarding Mark's suggestions and subsequently having to perform re-work on multiple occasions, the contractor learned to rely on Mark's expertise and welcomed his recommendations for means and methods, particularly regarding water pipeline installation, grading, and concrete work. At the start of the project, all rocks larger than two inches had to be removed from the jobsite before grading operations could begin. The contractor initially rented a few small pieces of equipment, but they were barely scratching the ground's surface. After observing this on the first attempt, Mark recommended calling in a subcontractor that had a grinder capable of completing the rock removal at a faster rate. The contractor chose to continue with his own method for the next two weeks without making any progress. Eventually, he admitted that it was not working and hired the subcontractor Mark had recommended. The grinder accomplished the work in one day.

City of American Canyon, *Green Island Road Improvements.* Construction Inspector. This developer-funded project involved waterline replacement and road reconstruction on Green Island Road. Work included replacement of sidewalk, curb, and gutter. Construction of the water line was phased in order to maintain water service during construction. Mark monitored the developer's general contractor to protect the City's interests during construction.

Bob Comacho

Construction Inspector

Relevant Experience

City of American Canyon, *Green Island Recycled Water Pipeline.* Construction Manager. This project included the construction of 6,400 LF of recycled water line with two bore and jack operations under Union Pacific Railroad (UPRR) tracks and associated appurtenances. Construction of the pipeline on Green Island Road was performed at night due to heavy truck traffic during the day. The bore and jack operations were conducted as daytime work. The work also included repair of asphalt pavement and concrete sidewalk, curb and gutter after the pipeline was installed. Bob's responsibilities included coordinating the activities of special inspectors; providing daily inspection reports and site photographs; confirming quantities of materials installed; reviewing and monitoring the contractor's project schedule and progress; attending progress meetings; working with the City during project close-out; and preparing and presenting a final inspections report to the City.

Mountain House Community Services District, *New Community Neighborhoods.* Structural Inspector. This project covered approximately 25,000 acres of infrastructure construction utilizing multiple crews and various types of equipment. The project work consisted of three major categories: underground utilities; joint trench; and surface improvements. Bob inspected multiple neighborhoods in this new development project that included underground joint trench utilities, installation of sewer mainline and service laterals, water mainline and service laterals up to and including installation of water meters located in the public right-of-way. Bob originally came on the project to just do the bridge culvert. There were five that were scheduled to be done. Once those were completed, Bob stayed on to do the capital improvement projects. Bob's responsibilities included monitoring and inspection of all street and utilities prior to public acceptance; collecting material documentation; providing daily progress reports; reviewing plans and specifications; monitoring daily construction operations for multiple crews; inspection of sound wall installation including structural footing installations; inspecting foundations for, and installation of street lights, street signs, and striping; monitoring trench excavations and backfill; monitoring street sub-grade preparations, street structural section placement, and asphalt paving; Inspecting rough grading and finished grading operations.

Federal Highway Administration (FHWA), *Yosemite Pavement Preservation.* Construction Inspector. This $3 million pavement preservation project covered 34 miles of numerous routes in and around the national park from the town of El Portal to the Yosemite National Park entrance on Highway 120 in Mariposa County. It included wheel path & miscellaneous milling and patching (using the pulverized material as base material), crack sealing, chip sealing, micro-surfacing, ultrathin bonded wearing course (first time used on a federal highway), and new striping. Bob was responsible for inspecting various types of road rehabilitation processes including crack sealing, micro surfacing, ultra thin bond wearing course

placement. Production schedule required day and night work, scheduling of sampling and testing of materials being used verifying materials submitted were being used.

City of Elk Grove, *Comprehensive Municipal Services.* Construction Inspector. Elk Grove, CA. Frontage improvements and new home developments project. Included the inspection of Sewer and water main trench backfill above the pipe zone; Installation of storm systems; Street improvements including street sub-grade preparation, aggregate base installation and AC placement. One of nine full-time inspectors. Responsibilities included Daily inspections of multiple projects and project types from residential to commercial; monitored as many as 28 projects a day; scheduled and monitored all required compaction tests; performed final inspection and acceptance of all street paving, signage, and other infrastructure.

Zone 7 Water Agency, *Altamont Pass Pipeline.* Construction Inspector. The line, which provides water to the Tri-Valley area of the Zone 7 Water Agency distribution region, consists of cement-mortar lined and coated, welded steel pipe. The project involved 5.5 miles of 42-inch line to improve water delivery. There were two rate control stations and three tunneling operations along the site, which began just west of Vasco Road and terminated at Kitty Hawk Road and East Airway Boulevard in Livermore. Two tunnels were installed under both North Livermore Avenue and Portola Avenue using bore and jacks. A 425-foot microtunnel was installed under I-580. The work also included 6.5 miles of asphalt paving and striping operations and construction of concrete sidewalks, curb and gutter to return Livermore's streets to their original condition after the water line was installed. Bob's duties included monitoring and inspection of the installation of two structural masonry flow rate control stations, installation of 38-, 42- and 18-inch welded steel pipe water mainlines, all trench backfill operations and processing and installation of the street structural sections, and observation and inspection of final paving and striping operations. He also provided coordination and scheduling for the non-destructive testing of all phases of work.

City of Modesto, *Carpenter Road Bridge.* Construction Inspector. Harris is providing construction management and resident engineering services for the seismic retrofit and widening of the bridge over the Tuolumne River. The improvements will seismically strengthen the bridge, widen it to align with the approaching road, and strengthen the railing. Bob oversees the daily activities of the bridge construction, which includes oversight of as many as 6 crews working on site simultaneously. Bob monitors backfill operations, checks all construction materials, monitors labor activities, and documents and provides information and clarification of the project plans and specifications.

ADDITIONAL INFORMATION

Insurance

Harris will provide the required insurance coverage, as we have done for the current City Engineering Services contract.

Conflict of Interest

Harris has not made any contributions to any City of San Pablo public official (hired or elected), or to volunteers serving on review commissions having an influence on this work or related projects in the cities of Richmond and San Pablo.

Rate Schedules

Rates for hourly services for named employees and ranges of rates for other staff will be submitted upon selection, in accordance with the RFP.

Terms of the Standard Agreement

Harris negotiated and executed a contract in January for our current services to provide interim City Engineering Services. Using that agreement as the starting point for review, there is one additional change we would request, to bring the contract further into alignment with state regulations.

Please modify Section 18, Indemnification, by adding the following paragraph:

> D. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity and duty to defend shall be limited, to the extent required by Civil Code Section 2782.8, to liabilities that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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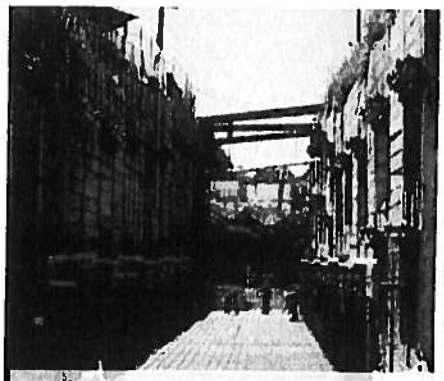
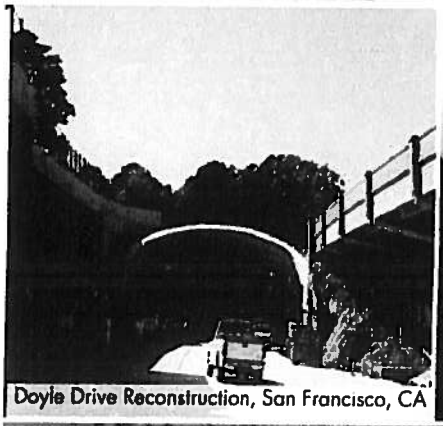
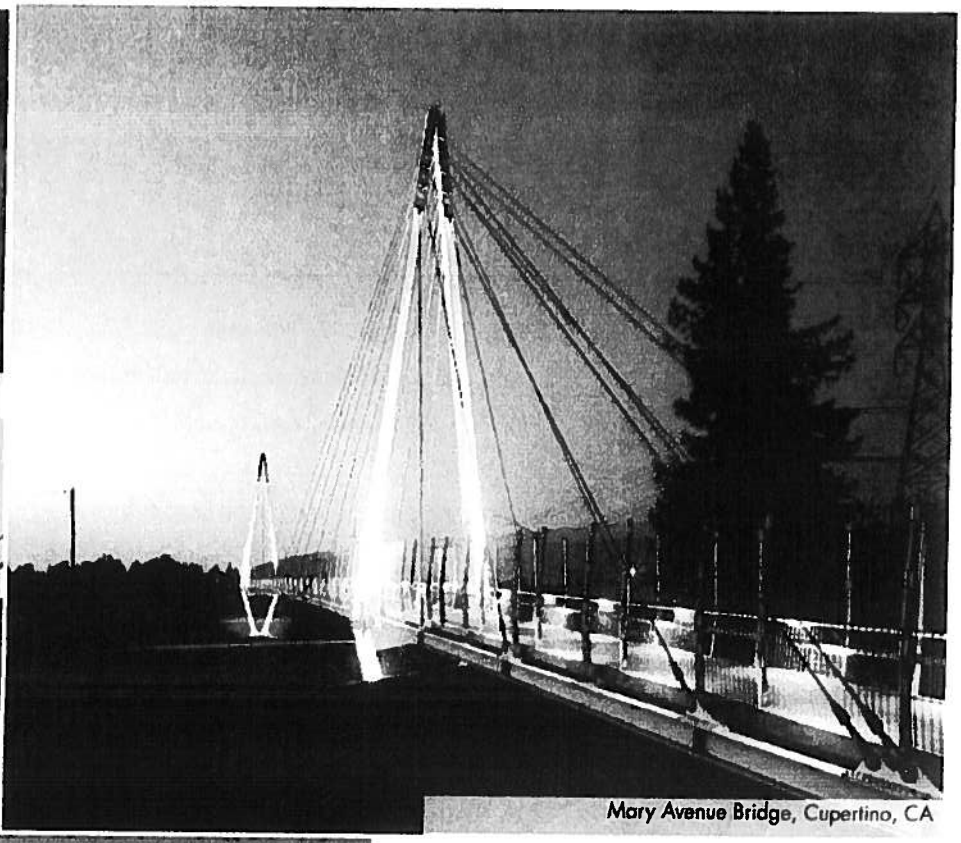
City of San Pablo
City Engineering Staff Augmentation Services



City of Richmond Via Verdi Repair, Richmond, CA



Doyle Drive Reconstruction, San Francisco, CA



Mary Avenue Bridge, Cupertino, CA

City of Milpitas Abel Street Connector

From
Swinerton Management & Consulting
260 Townsend Street
San Francisco, CA 94107

To
Scott Christie
Engineering Services Manager
CITY OF SAN PABLO
13831 San Pablo Avenue, Building #3
San Pablo, CA 94806

For
QUALIFICATIONS FOR
City Engineering
Staff Augmentation Services

March 26, 2014

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City of San Pablo
City Engineering Staff Augmentation

March 26, 2014

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1. TRANSMITTAL LETTER

March 26, 2014

Mr. Scott Christie, PE
Engineering Services Manager
City of San Pablo
Public Works Department
13831 San Pablo Avenue, Bldg. #3
San Pablo, CA 94806

Via email to scottc@sanpabloca.gov

Subject: Proposal for City Engineering Staff Augmentation Services

Dear Mr. Christie:

Swinerton Management & Consulting (Swinerton) is pleased to present this proposal to provide City Engineering Staff Augmentation Services to the City of San Pablo in response to the Request for Proposals dated March 10, 2014.

SCOPE OF SERVICES

Swinerton's goal is to always provide quality Engineering and Construction Management services that are responsive to our client's needs by providing services aimed at optimizing a project's design, schedule, cost and quality. Based on the RFP and the City Manager's Memorandum, Swinerton proposes a team of construction and engineering professionals aimed at providing the highest quality of services to the City of San Pablo for their Engineering Staff Augmentation needs. The Swinerton Team experience is extensive, with some team members having been former City employees.

SMC Staffing:

Mr. Robert "Bob" Addiego will be Swinerton's Senior Project Manager and your primary point of contact for this assignment. He has extensive project management experience with City and Capital Improvement Projects. Bob will work on an as-needed basis in your offices to deliver these services as efficiently and effectively as possible. Bob has qualified experience in preconstruction, construction and post-construction phases, specifically constructability reviews, development of bid documents, bid evaluation and contract award, contractor oversight and contract administration, and project close-out. His construction management experience includes analysis and authorization of extra work and contract change orders, quality control, progress payment review and approval, construction CPM schedule preparation, schedule delay analysis and schedule recovery; project inspection, punchlist coordination, project commissioning, closeout and warranty period monitoring/coordination. Bob will oversee the Staff Augmentation Services for Swinerton and call upon additional Swinerton resources as required to fulfill the City's needs. Bob will coordinate the Swinerton efforts to ensure maximum efficiency and effectiveness is provided.

Mr. Robert Kagiyama is a former Principal Civil Engineer from the City of Mountain View Public Works Design Section and Project Management Section and has over 30 years of experience in engineering, design, project management and construction management of Capital Improvement Projects, including

downtown beautification and streetscape improvements, water supply systems, pump stations, water storage reservoirs, recycled water pipelines, Rule 20 underground utility districts, roadway improvements, public building facilities, vehicular and pedestrian bridges, trails and public parks, feasibility and planning studies, and annual infrastructure replacement programs. Robert will be available for the role of "acting" City Engineer.

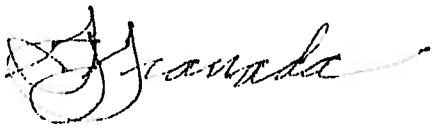
Mr. Jaime Rodriguez has over 17 years of experience in managing transportation projects and is the founder and principle-in-charge of Traffic Patterns, a sub-consultant to Swinerton. His experience includes a strong background in Traffic Engineering in the public sector, working on both private development project reviews and Capital Improvement projects, and he currently serves as the Chief Transportation Official for the City of Palo Alto. He also provides a strong project management background including organization development, grant-writing and capital improvement program development.

Mr. Greg Armendariz has over 30 years of experience in engineering, design, project management and construction management of Capital Improvement Projects, including public building facilities, parking garages, bridges, roadways, parks and trails, water, storm, recycled water and sewer utilities, pump stations, reservoirs, and Light Rail Transit facilities. His experience includes civil and structural engineering analysis and design, cost estimating, project scheduling and design manager.

Full resumes of Swinerton's proposed staff are included in this statement of qualifications. We are ready to assist the City of San Pablo with our experience and expertise for this assignment.

If you have any questions or require additional clarification, please do not hesitate to call me at (925) 768-7596. Thank you for this opportunity to submit this proposal.

Very truly yours,



Glenn Granada
Project Executive

CC: Jeff Gee
Myrna Wagner
Robert Addiego

2. STATEMENT OF QUALIFICATIONS & PROJECT APPROACH

2. Statement of Qualifications & Approach

COMPANY OVERVIEW

SWINERTON MANAGEMENT & CONSULTING. The Swinerton Family of Companies, established in 1888, formerly Swinerton & Walberg, holds California Contractor's License No. 92. Throughout the years, the Company has established its identity and reputation for high quality construction, integrity, customer satisfaction, financial stability and project team excellence.

The family spirit and values of the Swinerton Companies has been the keystone of our successful 125-year history. These values are still apparent, having provided a consistent theme to successive generations of management, and are deeply embedded in the culture of the Company today.

- The Highest Integrity
- Customer Satisfaction
- A Safe Work Environment
- Excellence in Our People
- The Quality of Our Products
- Employee Ownership
- Technical and Organizational Innovation
- Financial Strength
- Commitment to Our Communities and the Environment

As construction projects became increasingly more complex and expensive, clients found it imperative to ensure their projects were better planned, designed and executed. Swinerton, Inc. responded to these needs in 1994 by consolidating all Program and Construction Management and Consulting services into one Division. This division has evolved into **Swinerton Management & Consulting (SMC).**

TYPE OF ORGANIZATION / STRUCTURE

Swinerton, Incorporated	125 Years in Business
License Number	92
Legal Entity:	Corporation
Year Firm Established:	1888
Ownership:	100% Employee Owned
Types of Business:	Program, Project and Construction Management Consulting Services, General Contracting

2. Statement of Qualifications & Approach

COMMITMENT TO SUSTAINABILITY

The Swinerton Family of Companies has long recognized the importance and value of employing design and construction practices that conserve resources, reduce waste, and create healthier and more productive built environments. This long-standing commitment to the environment has resulted in industry recognition that Swinerton is a leader in green building. Our corporate commitment is embodied in our Green Mission:

- Preservation of Natural Resources
- Cost Effective Green Solutions
- Waste Reduction and Recycling
- Creating Productive Environments through Sustainable Development
- Continuous Education and Training

2. Statement of Qualifications & Approach

BASIC SERVICES

SMC was established to respond to clients' needs by providing services aimed at optimizing project schedule, cost and quality.

PROGRAM MANAGEMENT BASIC SERVICES

Program Definition/Facility Master Plan	Expectation Management
	Facilities Condition Assessment
Project Management Plan	Fund Accounting
Cost Controls	Asset Management
Document Controls	Contract Development
Capital Planning	Cash Flow Analysis / Modeling
Budgeting	Claims Avoidance / Risk Management
Value Management	Strategic Planning
Scheduling	Labor Compliance Programs
Design Guidelines	Project Labor Agreements

PROJECT & CONSTRUCTION MGMT BASIC SERVICES

Design/Preconstruction

Design Management	Design Coordination /
Monitoring Conceptual & Detailed Estimating	Value Engineering
Scheduling: Design /	Contractor Prequalification
Preliminary Construction	Sustainability / Green upport
Constructability Review	Virtual Design / Building Information
Project and Design Auditing	Modeling (BIM)

Bid and Award

Contractor Selection	Pre-Bid Conference
Contract Recommendation	Contract Award

Construction

Preconstruction Conference	Construction Activities
Coordination Schedule Documents / Review	Cost Control / Project
Accounting Project Team Meetings	Document Control / Processing
Project Control Documentation	Field Office Set-Up
Quality Assurance / Control	HazMAT Assessment /
Monitoring Budget Updates	Site Inspection
Testing Coordination	Change Order / Time Extension
Requests Monthly Payment Requests	Jobsite & Community Safety

Project Close-Out / Post Construction

Change and Claims Management	Agency Approvals
O&M Manuals and Warranties	Move Management

2. Statement of Qualifications & Approach

Swinerton is excited about the opportunity to provide Staff Augmentation Services to the City of San Pablo. We understand that due to the recent City staff changes in the Public Works Department, the City is looking for assistance with the following scope of work:

1. Provide project engineer / project management support for 2 days per week at City Hall, to assist with City projects, including plan review (plan check for encroachment permits, traffic control plans, minor commercial and residential projects, etc.), field investigations, analysis, construction or permit compliance inspections, and other duties as assigned. The scope of work may include portions of projects (or entire smaller projects) as listed on the Memo provided with the Request for Proposals. Work may also include preparing PS&E documents, coordination with utility companies, contacting and working with property owners impacted by projects. Work will be coordinated either with city staff project manager or consultant project manager as specified below.

2. Provide engineering consultation on municipal engineering tasks, including but not limited to the following. Minimum requirement: California PE license in Civil and TE (multiple engineers may fill this role, and the work may be done off site).
    a. Act as City Engineer when requested on reviewing, approving or signing documents (e.g. subdivision plan review, capital project plan review); 10 hours per week
    b. Act as City Traffic Engineer when requested on reviewing, approving or signing documents (e.g. traffic study review, traffic speed survey reviews, traffic safety issues) ; 10 hours per week
    c. Act as project manager for CIP project delivery- projects may include portions of projects (or entire smaller projects) listed on the attached Memo. Responsibilities would include establishing or reviewing project schedule and budget, reviewing progress and work of design consultants, reviewing and approving PS&E documents, working with Caltrans (for federally funded projects), handling AAA process, overseeing CM or inspection work and preparing staff reports for city council action. 25 hours per week (This work may be performed on site as noted above in Item 1)
    d. Update city 5 year CIP; 5 hours per week
    e. Review geotechnical reports and studies (for development projects and ongoing city investigations); 5 hours per week
    f. Inspection services on non-city work days (Fridays) for various city improvement projects, including major utility projects covered by encroachment permits; 3 hours per week
    g. Perform special studies or analyses (e.g. solving localized storm drainage /flooding problems, sidewalk accessibility issues, etc.); 10 hours per week
    h. Seek grants for improvement projects and prepare applications for same; 5 hours per week
    i. Present reports or analyses to City Council when required; 5 hours per week

2. Statement of Qualifications & Approach

Swinerton's Team was developed to be flexible with the City's needs and will be immediately available to assist the City with the aforementioned Engineering tasks. Our team, led by Mr. Bob Addiego, will share the duties and will be assigned tasks that align with their individual strengths and qualifications. Mr. Addiego will ensure that all tasks are assigned and coordinated to provide the most responsive and highest quality services possible.

Our Team is very familiar with the City of San Pablo, as we have worked with the City since 2012, assisting in the completion of the bid documents for the Helms Community Center and now currently providing the Construction Management services for the project. We have a local presence in San Pablo as one of our team members currently resides in the City, and we are excited to get started.

EXPERIENCE WITH LOCAL GOVERNMENT

Swinerton's experience is recent and relevant – we are currently assisting several cities with staff augmentation, such as City of East Palo Alto, City of Concord, and City of Menlo Park. Our scope of work at these cities includes project engineering and project management, resident engineering, and inspection services. Specific duties include design team oversight and management, bid document development, staff report writing, grant writing, bid document reviews, bid review and analysis, pre-award and post-award services, budget and schedule management, and onsite inspection services.

Swinerton's Team has extensive experience having been former city employees in capacities such as City Engineer, Principal Engineer, Project Engineer and Project Manager. Having completed projects for many local municipalities, cities and agencies, the Swinerton Team has the right experience, qualifications, skills and knowledge to fulfill the City of San Pablo's engineering requirements.

A sample list of recent projects completed includes:

Via Verdi Repair and San Pablo Creek Restoration. Removal of an existing corrugated metal culvert and construction of a new concrete box culvert for conveyance of the San Pablo Creek. The project scope included stream bank and environmental restoration, underground utilities, road reconstruction, and road surface reconstruction.

San Pablo Helms Community Center. The project includes a new 10,500 SF community center, equipped with a main community room, commercial kitchen, computer room, sound room, and multipurpose rooms. Site work includes infiltration planters and concrete flatwork.

City of El Cerrito Recycling Center. Complete renovation of the recycling center site, including a new administration building, turn-about for recycling drop-off, four bio-swales and an 11,000 gallon cistern that uses the building's rain water for irrigation and the Center's restrooms.

City of Brentwood Civic Center. The project included a new City Hall, Community Center and Parking Structure. The scope of work also included renovating the City Park, including a water feature, fountain, relocation of trees, and added hardscape, landscaping and irrigation.

City of Richmond Safe Routes to Schools. Infrastructure project that included five separate school locations in Richmond, CA in which new ADA ramps, sidewalks, and curb and gutter were constructed.

2. Statement of Qualifications & Approach

City of Concord – Monument Bike Trail: A 6,800 foot bicycle and pedestrian paved trail that included lime treated soil sub base, placement of Class II Aggregate Base, AC paving, emergency call box, landscaping and irrigation and miscellaneous amenities.

QUALIFICATIONS

Swinerton's experience is vast and thorough. The following sub sections describe various critical elements in the management of Engineering and Construction projects and Swinerton's approach with these topics as they relate to assisting the City of San Pablo with their Engineering Staff Augmentation needs.

PERMITTING AND APPROVALS

Throughout both the preconstruction and construction phases, we will provide assistance with City permitting as required. We will work with City staff and the contractors to ensure timely and complete applications are submitted and processing of encroachment permits is completed prior to any field work commencing.

SAFETY

Our experience as both a construction manager and a general contractor has shown us that a true commitment to safety is essential to the success of a project. Swinerton corporate safety officer will review the safety plan of each of the contractors and make appropriate recommendations. Each member of the contracting team will be required to have a company safety program that is implemented in the field. Swinerton was awarded the "Star" status by OSHA as the First Voluntary Protection Program (VPP) participant allowing it to self-monitor its projects for safety.

Throughout our history, Swinerton has effectively worked with many local cities. We have also worked with many local and state agencies, transportation and utility companies including: DSA, OPSC, CDOE, CDE, CGS, ADA, CEQA, CalTrans, Public Works Board, California Dept. of Finance, Fire Marshals, PG&E, AT&T, Comcast, West County Waste Water, AC Transit, BART, EBMUD, California Dept. of Labor and the Division of Labor Standards Enforcement on our California public projects.

CALTRANS REQUIREMENTS AND LOCAL ASSISTANCE PROCEDURES

The Swinerton Team has successfully completed numerous projects involving CalTrans Standard Plans and Specifications (Versions 2006 and 2010), including the Via Verdi Repair Project, Safe Routes to Schools Project, Dornan Tunnel Repair Project, Monument Corridor Trail Project – Phase 1, Cowell Road Sewer Repair Project, and Monte Gardens Sewer Project. We are very familiar with the CalTrans Standards and will manage the construction work and contractor to ensure CalTrans compliance. We have completed several projects for local cities under the CalTrans Local Assistance Procedures manual, by provide field construction management and special inspections, and CalTrans documentation including daily field reports, weekly statements of working days, DBE status forms, and certified payroll reconciliation.

ENVIRONMENTAL REGULATIONS

The Swinerton Team has extensive experience with projects in the California Department of Fish & Game (DFG) jurisdiction, such as Steven's Creek in Cupertino and San Pablo Creek in Richmond. We have successfully completed numerous projects involving DFG, U.S. Army Corps of Engineers, Regional Water Quality Control Board (RWQCB), Bay Area Air Quality Management District (BAAQMD), Contra Costa County Public Works and Flood Control District. Our familiarity with the regulatory agencies will aid in our support of the City's projects and engineering needs.

2. Statement of Qualifications & Approach

STORM WATER POLLUTION PREVENTION / NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / C.3 COMPLIANCE

Swinerton has provided SWPPP, NPDES, C.3 oversight and inspections for numerous projects, including the San Pablo Helms Community Center. We treat these requirements with the utmost importance to ensure that pollution prevention is achieved. We have several QSP / QSD certified staff available as needed. We are thorough in our inspection of Best Management Practices (BMP's) and C.3 compliance. We are familiar with the required inspection reports such as NPDES weekly inspections, and the SMARTS website requirements including posting NOI's, NOT's, and Annual Reports. The Swinerton Team will ensure each project has the appropriate plan and that each jobsite is in compliance with the specific requirements.

PUBLIC OUTREACH

Swinerton can assist the City of San Pablo with public and community outreach as needed to properly notify the residents and businesses in the areas of the work. Community Outreach such as meetings or flyers can be greatly beneficial in communicating with the local residents and businesses. These forms of communication do not just inform the communities, but can also address local concerns, mitigate potential issues, and prepare the local communities for the future work in order to avoid potential complaints.

CONSTRUCTABILITY REVIEWS

As practical builders, we look at design drawings with a view to how we can best improve construction methods by constantly evaluating alternatives for materials, systems, installation and equipment, in order t achieve both time and cost savings.

We will perform constructability reviews of the design drawings and specifications during the design phase. Each discipline, architectural, civil, structural, and landscape, etc. will be examined for potential alternate design solutions.

Our constructability review will also address potential construction logistic issues, such as site access restrictions, security and temporary routes of travel requirements. Typical criteria we can analyze include: location of utilities, traffic control, public transportation schedules, public access and availability of materia their impact on the trades and the sequencing of the work and identification of potential issues.

QUALITY CONTROL / ASSURANCE

Swinerton works collaboratively with all project team members to ensure that quality is achieved throughout the design and construction of projects. Our philosophy on Quality Control/Assurance is to be involved with the design teams early, resolve problems on paper and to be proactive. The most opportune time and the least expensive time to address problems is when the problem is still on paper. Addressing problems in the field during construction often involves increased time and money. Our focus on quality goes one step further. Quality needs to be specified in the plans and specifications, executed during construction, and inspected as the work progresses. Every member of our team understands this philosophy and our firm practices this throughout all phases of our work.

2. Statement of Qualifications & Approach

By emphasizing open and direct communication and rewarding independent judgment, Swinerton successfully optimizes the personal drive of individuals towards total quality control/assurance. We have formal quality assurance principles that are customized for every project. Quality is obtained by establishing standards at the beginning of every type of work and then reviewing the work frequently to ensure the quality level is maintained.

WORKING WITH THE DESIGN TEAM DURING CONSTRUCTION

Interfacing and working with the Design Team does not end with the submittal of a complete and thorough bid package. In order to effectively manage budget and schedule during construction, it is essential to work with the Design Team to insure that construction administration responsibilities are met. We will assist in the management of a number of key processes, with full communication and collaboration with the Design Team, in order to provide seamless coordination throughout the construction process:

- Manage Documents, Correspondence and Information Flow
- Process Submittals, Shop Drawing and Product Data
- Request for Information Management
- Monitor Field Orders and Field Directives
- Change Order Request / Management
- Certify Substantial Completion
- Issue and Monitor Punchlist

CONSTRUCTION MANAGEMENT

Our experience in managing the construction process is extensive. As a general contractor-based construction management company, we bring over 125 years of building experience to City of San Pablo.

Construction Support. During the construction phase of the project we will provide administrative management and related services necessary to adequately supervise, monitor and coordinate the contractor's work.

Our goal is to communicate fully with all project team members so that there are "no surprises." To achieve this goal, we will work with the City of San Pablo's staff, design team, consultants and contractors to ensure smooth progress.

Meetings. We will attend project meetings as needed to represent the City of San Pablo's best interests. Project procedures, progress, challenges, scheduling and any other issues will be discussed during these meetings. Meeting minutes can be produced within 48 hours and distributed to all attendees and other designated individuals accordingly.

Project Reports. Supplementing the day-to-day communication will be a comprehensive written weekly Report incorporating schedule updates and photo documentation. This forms the management record for the project and Client. These reports are developed and delivered to the City, and if requested, we will provide copies to other interested parties, as well as maintain duplicate records.

2. Statement of Qualifications & Approach

INSPECTIONS

We will manage and coordinate the inspection requirements as required by the contract documents. We will produce an inspection log detailing the visits and inspection results. We will coordinate the inspection throughout the construction and close out phases.

Swinerton has effectively worked with many public agencies, including: CalTrans, Dept. of Water Resources, Public Works Board, State Fire Marshal, California Dept. of Finance, California Dept. of Labor, Division of Labor Standards Enforcement, OSHPD and DSA.

CHANGE ORDER MANAGEMENT

A good understanding of the construction process is a prime ingredient for success in claims avoidance, requiring the participation of all project team members throughout the life of the project. Change orders / claim management starts in the preconstruction phase of the project by ensuring that complete and accurate documents are issued for bidding purposes. We review proposed design changes and seek alternates, if possible, to eliminate and/or mitigate any extra costs. In addition, we maintain and record in detail, daily project operations, particularly with regard to the schedule, manpower productivity, deliveries and delays. All change order requests will be logged in and tracked as described above.

Depending on the nature of the change, an impact assessment will be performed. Should a change order or request arise, this review will be the basis for development of a course of action for deposition of a claim. We will prepare a fair cost estimate as a basis of negotiation and will propose a recommendation for the final negotiated amount. Rather than delaying settlement discussions to the end of the program/project, we pursue a fair resolution in a timely fashion during the course of construction when these requests are more manageable.

PAYMENT APPLICATIONS

Monthly payment requisitions will be based on work "put-in-place" and will be verified on a trade-by-trade basis. Our primary review will be to ascertain that the work has been completed, and that nonconforming work, if any, has been corrected; that relevant financial, legal and administrative procedures are complied with, together with other necessary documentation. If the contract allows for payment of materials fabricated or stored off-site, we will inspect the off-site facilities and protection conditions, and review paid invoices, bills of sale, insurance and waivers of liens prior to recommending payment.

PROJECT CLOSE-OUT AND PROCEDURES

A lengthy punch-list at the end of the project is frustrating, time consuming, and costly for all parties. Our Team will assist the City of San Pablo as needed in closing out projects. We can work with the contractor to achieve a "no Punch-list" status at the completion of the work. We will control this by firmly and immediately addressing deficient work with the contractor. Deficient work will not be approved in the contractor's progress payment request, until the work is contract compliant. By addressing the majority of these items during construction, we will greatly minimize the punch-list work at the end of the project.

2. Statement of Qualifications & Approach

During project close out, we can assist in the administration of the Certificates of Substantial and Final completion, including any necessary certification from the City of San Pablo. We will assemble all guarantees and warranties as required by the contract documents, and review for completeness. We will receive and check all releases of claims required prior to issuance of the final certification of completion and satisfaction of any conditions precedent to final payment.

3. PROFESSIONAL BACKGROUND

Robert Addiego, LEED AP.

Senior Project Manager

YEARS OF EXPERIENCE
20+

EDUCATION

B.S., Engineering Technology Construction Management, CSU, Sacramento, CA

CERTIFICATIONS

LEED® Accredited Professional

OSHA Hazwoper 40-Hour Hazardous Waste Training

OSHA Hazwoper 8-Hour Refresher

AFFILIATIONS

Society of American Military Engineers (SAME) Member

Association for the Advancement of Cost Engineering (AACE) Member

REFERENCES

Tawfic N. Halaby, P.E.
Associate Civil Engineer
City of Richmond Engineering Services Department,
(510) 621-1612
tawfic_halaby@ci.richmond.ca.us
Project: Via Verdi Reapir and San Pablo Creek Culvert Restoration

Rich Davidson, PE
(former City Engineer),
City of Richmond
(510) 307-8091

Gail Leech
Management Analyst,
City Administration
City of Brentwood,
(925) 516-5118
Project: City of Brentwood Civic Center

Mr. Addiego has over 20 of experience in project management, construction management, and project controls in all project phases. Robert has extensive experience with municipal and City projects, such as civic buildings, community centers, bicycle / pedestrian trails, sewer rehabilitation, creek rehabilitation and environmental restoration, infrastructure replacement (including sewer and storm lines, dry utilities, AC paving), ADA improvements, and green infrastructure. He has qualified knowledge in commercial, local, State and Federally funded projects, including Caltrans Local Assistance projects. He also has a skilled and proficient background in project scheduling, cost tracking and forecasting, trend analysis, and earned value analysis. His project management skills include contract administration, procurement, subcontractor coordination and project accounting. Mr. Addiego is proficient in MS Office, Primavera Project Planner (P3), Primavera Enterprise (P3e/c), Primavera (P6), SureTrak, Open Plan Professional, and Microsoft Project.

Professional Experience

City of Concord Monument Trail, Concord, CA

Construction manager for the construction of a Class 1, Federally Funded 6,500-foot Bicycle trail that parallels State Route 242. Scope of works includes traffic control, concrete pavement and asphalt concrete pavement over lime-treated sub-base including bicycle trail markings and signage, concrete curb and gutters, drainage facilities, landscape and irrigation, electrical power pedestal and electrical lighting. A portion of the trail was constructed adjacent to a PG&E gas line; over half of the trail was constructed parallel to a Kinder Morgan petroleum line. Another portion of trail also included arsenic contaminated soil which was fine graded and capped in place. Scope of services includes management of the general contractor's work, construction administration including documentation of the CalTrans Local Procedures Manual and CalTrans Construction Manual, change order reviews, submittals, field inspections, photographic documentation, utility coordination and coordination of SWPPP oversight. $1.2 Million.

City of Richmond's Via Verdi Repair and San Pablo Creek Culvert Restoration, Richmond, CA

Field Inspector/Project Manager. Repair of the sinkhole and restoration of the creek culvert. A culverted section of San Pablo Creek, underneath Via Verdi (Street) collapsed without warning in Spring of 2010. The resulting sinkhole was estimated to be about 120 feet long, 40 feet wide, and 30 feet deep. The repair work included removing the temporary channel; constructing a new permanent headwall; constructing a permanent culvert; tying the headwall to the permanent culvert and the permanent culvert to the transition headwall; installing Engineered Fill; constructing Via Verdi and restoring the private parcel to its original condition. Additionally the water from San Pablo Creek was diverted through a temporary pumping station and overland temporary piping
for the duration of the work in the creek area. The construction project necessitated additional coordination with, and cooperation from numerous outside entities, including; utility companies, Caltrans, AC Transit, Corps of Engineers, RWQCB, California Department of Fish and Game, and Contra Costa County Flood Control District. The project also required construction of numerous temporary retaining structures to facilitate the construction of the permanent channel structure. $6.5 Million.

City of San Pablo Helms Community Center, San Pablo, CA

Construction of a 10,500 square-feet, wood frame, single story, community center located at 2450 Road 20, San Pablo, adjacent to Helms Middle School. The Community Center includes a reception/lobby area, a large community room with a catering kitchen, restrooms, offices, computer room, fitness room, youth room and two multipurpose rooms. The building exterior

Robert Addiego, LEED AP.

Senior Project Manager

is composed of cement plaster finish, aluminum windows and storefront, and multiple roofing systems. Construction includes complete installation of mechanical, plumbing, electrical, telecommunications and security systems. Site work includes wood trellis, new paving, fenced outdoor tot lot, five bioswales / infiltration planters, landscape and planting, irrigation, and site lighting. The project will be certified LEED Silver. Construction value: $5 Million.

Solano County Twin Campus Program, Fairfield and Vacaville, CA

Project Manager. Five building program including a new LEED Registered, three story, 57,800square feet Health and Social Services office building to be delivered Design Build; the first phase of a new LEED Registered, two story, 30,900 square-feet Clinic/Lab Facility; and 87,000 square-feet of renovations to three existing buildings. $59 Million.

City of Brentwood Civic Center Plaza and Parking Garage, Brentwood, CA

Project Manager for this LEED Registered Civic Center that consists of a new 65,000 square feet, three-story City Hall, a 34,000-square-feet, two-story Community Center, four- story parking structure with approximately 280 stalls, and a Plaza. Green features included three vegetated roofs and several infiltration planters. In addition to the building construction, major site work also includes joint trench utilities, storm drain lines, sanitary sewer and water lines, new roadways and parking lot, rehabilitation of existing streets, and the demolition of the existing library, community center and City Hall. Construction Cost. $40 Million.

Contra Costa County District Attorney Headquarters, Martinez, CA

Project Manager. A new four-story, 53,000 square-feet, light framed structural steel building with a pile foundation. Specific duties include daily photography documenting construction progress, attending weekly progress meetings, preparing and distributing meeting minutes; preparing Proposal Requests (PR) for changes, new work, or work out of contract; preparing Change Orders based on approved PR's; updating all project logs - Change Management Logs, Submittals Logs, Transmittal Logs; gathering and recording all submittals, including O&M manuals and warranties; recording, reviewing, and responding to RFI's; distributing RFI's to Building Inspection Department; as well as reviewing and analyzing Contractor's Pay Applications for accuracy and comparison to actual work completed in the field. $21 Million.

City of Richmond, Richmond Police Department, Richmond, CA.

Project Manager. The conversion of existing commercial space into a temporary home for the City of Richmond Police Department. Responsibilities include design assistance for the new jail, CSI lab, and evidence room including a document storage system. Also identified vendors and managed the bid process and the move from the existing Police Department location to the new location. $6 Million.

City of Richmond, Streets Sewer Collections Projects, Richmond, CA

Project Manager / Field Inspector on behalf of the City. Provided daily inspection services on two separate sewer replacement projects: Macdonald Avenue 39th-45th Streets and Macdonald Avenue 33rd-39th Streets. The projects included the removal and installation of over 5,800 linear feet of mainline sewer pipe along with over 60 connections to existing lateral services to the neighboring businesses and residents. The streets were paved after the installation. He also performed weekly progress meetings, schedule review services, submittal reviews, progress payment reviews and approvals, and oversight of compaction and other specialty testing. Both projects were completed within budget and on schedule. $3 Million.

Robert Addiego, LEED AP.

Senior Project Manager

Lawrence Livermore National Laboratory (LLNL), Livermore, CA

Senior Scheduler/Schedule Analysis. Performed review and analysis of multiple contractor's project schedules on various projects in comparison to the work actually completed according to their daily logs. The project (progress) schedules often showed discrepancies in comparison to the daily logs. Reviewed the daily logs and from them, developed, in Primavera Project Planner, an as built schedule on behalf of LLNL in preparation of any claims or disputes by the contractor. The as built schedule showed the actual progress and work performed and proved that the delays were not caused by LLNL. The analysis and as built schedule mitigated any construction claims.

San Francisco Unified School District (SFUSD), San Francisco, CA

Performed schedule reviews/analysis for several school projects. Reviewed contractors' baseline and progress schedules for compliance with SFUSD contract specifications. Using P3, reviewed the contractors' schedules, analyzing them for Work Breakdown Structure and inclusion of necessary preconstruction and construction activities, activity logic and relationships, and critical path analysis and inclusion of contract milestone dates. Provided report to SFUSD outlining errors and omissions, and the needed corrective action.

U.S. Army Corp of Engineers, P2 Training, Primavera Systems, Inc., San Francisco, Sacramento and Los Angeles, CA

Responsible for implementation and training of Government personnel in the new U.S. Army Corps of Engineers Program and Project Management System, P2. This training is in support of the USACE Project Management Business Process. The training includes technical training in many of the software modules as well as basic project management processes. Specific software modules include: Oracle Projects, Primavera Project Manager (P3e) and Primavera Primavision. Responsible for providing PDT Heavy and PDT Lite training for the San Francisco, Sacramento, Los Angeles, and Albuquerque Districts. Implementation consists of preparing deployment documents, standard procedures and implementation processes. In addition, Mr. Addiego was responsible for troubleshooting, over-the-shoulder support to the Project Managers and reporting progress to upper management.

U.S. Army Corps of Engineers PM Support Services, Various Districts, San Francisco, Sacramento and Los Angeles, CA

Project Controls Manager. Contract to provide project management support services to the San Francisco, Sacramento, and Los Angeles Districts. Duties included oversight of on-site personnel ensuring contract compliance and successful completion of the scope of work. Work included project management support, scheduling, budgeting and cost tracking for over 250 district projects, including flood control, navigation, and environmental restoration; implementation and training the Corps' integrated project management system; and development of systemic procedures, reports, and tools for upper-level managers to manage project managers, projects, resources, and costs. Deliverables included, but were not limited to, project schedules, budget and resource reports, workload reports, and project milestone reports. High profile district projects included: Oakland Harbor Deepening, Hamilton Wetlands Restoration, American River / Folsom Dam, Guadalupe Flood Control, and Santa Ana Mainstream.

Robert Addiego, LEED AP.

Senior Project Manager

Harbor-South Bay Water Recycling Project, West Basin Municipal Water District, Carson, CA

Project Director/Inspector. Construction of two recycled water pipelines: the Victoria Lateral and the California State University, Dominguez Hills Mainline Extension. Both projects were constructed in coordination with the U.S. Army Corps of Engineers, Los Angeles District (COE) and West Basin Municipal Water District (WBMWD). The Victoria Lateral consisted of approximately 7,200 feet off 30, 24 and 12-inch diameter pipeline within the City of Carson. The CSUDH Mainline Extension consisted of approximately 7,600 feet of 24 and 12-inch diameter transmission pipeline. Supervised the construction management and inspection services necessary to WBMWD during construction of the pipelines. This included resident engineering, site supervision, inspection, testing and specialty inspection, construction survey and staking inspection/review and implementation of a Construction Awareness Program (community outreach).

Oakland and Richmond Maintenance Dredging, Bay Area, CA

Project Manager. Supervised the construction representatives provided to the U.S. Army Corps of Engineers for the combined Richmond Harbor and Oakland Inner & Outer Harbor maintenance dredging project. The dredging contractor completed the two and a half month project using a bucket dredge. The work restored Richmond Harbor to a depth of 38 feet and Oakland Harbors to a depth of 42 feet. The 650,000 cubic yards of dredge material that DB-53 removed during the project was placed in hopper barges and taken to the San Francisco Deep Ocean Disposal Site located about 65 nautical miles (74 statute miles) west of the Golden Gate Bridge.The construction representatives provided 24/7 on-site monitoring of dredging activities documenting the dredging company's compliance with the physical, environmental and safety aspects of the construction documents. A particularly critical duty for the construction representatives was to certify that the full hopper dredges were safe to proceed from the dredge to the offshore disposal site. The certification involved checking the current and offshore weather/sea conditions, confirming proper loading of the barge and documenting the correct operation of remote sensing equipment which monitored the barge and its contents.

Robert Kagiyama, P.E., QSD/QSP, CFM

Senior Project Manager / Resident Engineer

YEARS OF EXPERIENCE
30+

EDUCATION
B.S., Civil Engineering, San Jose State University
M.S., Civil Engineering, San Jose State University
M.S. Transportation Management, San Jose State University, MBA Program

REGISTRATIONS
Registered Professional Engineer
California License # 36674
Colorado License #24234

CERTIFICATIONS
QSD/QSP Certification #01018
Certified Floodplain Manager #US-11-05704
State Safety Assessment Program (SAP) Certification

REFERENCES

Mr. Michael Fuller
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Mr. Sayed Fakhry
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sayed.fakhry@mountainview.gov

Mr. Martin Alkire
Principal Planner
City of Mountain View
(650) 903-6311
martin.alkire@mountainview.gov

Mr. Mike Sartor
Public Works Director
City of Palo Alto
(650) 329-2270
mike.sator@cityofpaloalto.org

Mr. Kagiyama has over 30 years of experience in engineering, design, project management and construction management of Capital Improvement Projects, including downtown beautification and streetscape improvements, water supply systems, pump stations, water storage reservoirs, recycled water pipelines, Rule 20 underground utility districts, roadway improvements, public building facilities, vehicular and pedestrian bridges, trails and public parks, feasibility and planning studies, and annual infrastructure replacement programs.

During his 21 year tenure as the Principal Civil Engineer in the city of Mountain View Public Works Design Section and Project Management Section, he managed engineering and architectural staff that oversaw the project management and contract execution of the Stevens Creek Trail, Permanente Creek Trail, Fire Station No. 5, Shoreline Athletic Fields, Rengstorff Park Master Plan, Mariposa Park, Del Medio Park, residential street reconstruction, Dierics Drive Bridge Replacement, Miramonte Reservoir, Evelyn Avenue Improvements, Rule 20A underground utility districts, El Camino Real Median Island Landscaping, Annual Water Main and Sanitary Sewer Main Replacement Program, Annual Street Resurfacing, Annual Slurry Seal, Annual Street Restriping and the Cape Seal maintenance programs.

Mr. Kagiyama also had other pavement related responsibilities including the original transition and oversight of the MTC Pavement Management Program database, annual CIP maintenance budget, and managing outside grant funding opportunities relating to the rehabilitation of major arterial, collector and residential streets.

Mr. Kagiyama provided technical and administrative oversight of the City's bridges and culverts structural conditions, monitored the biennial structural inspection reports the City regularly received from Caltrans, and made CIP budget recommendations that ensured and protected the long term investment of these structures.

Mr. Kagiyama has broad experience with the contract administration of Federal, State and regional grant funding requirements and has been involved on over 25 Federal-aid projects that required close coordination and detailed processing of documentation with Caltrans Local Assistance Division.

Mr. Kagiyama has extensive experience with the Rule 20 underground utility program, monitored the City's annual allocation and Rule 20A balance and has been involved with the successful completion of over eight Rule 20A underground utility districts (UUD). He was a past committee member of the South Bay Rule 20 Underground Utility subcommittee and a former member of the League of California Cities Statewide Underground Utility committee that was created to develop a new guidebook on the Rule 20 procedures.

Professional Experience

STREET IMPROVEMENTS

City of San Carlos East Side Connect & Old County Road Improvements, San Carlos, CA
Resident Engineer for streetscape and utility undergrounding projects. $5.9 Million.

City of Mountain View, Downtown Castro Street, Mountain View, CA
Managed several projects designed to beautify, improve safety and enhance Castro Street and the Downtown core. Daily Coordination with businesses and property owners to implement the vision and the work. Projects included the installation of custom bus shelters, globe lights, tree guards, sidewalk reconstruction of Castro Street frontage with decorative concrete, Rule 20A utility undergrounding, restriping of Downtown parking structures and lots, water and sanitary sewer main

replacements and street resurfacing along side streets, pedestrian alleyway improvements, relocation of news racks, elimination of the Castro Street rolled curb, and design coordination with VTA on the Tasman Light Rail Transit Corridor and coordination with PCJPB on the design and construction of the Downtown Transit Station. $2 Million.

STREET IMPROVEMENTS:

City of Mountain View, El Camino Real Median Island Landscaping, Mountain View, CA
Managed design and construction of a three phase PS&E package and coordinated lane closure requirements with Caltrans encroachment permit office. $1.3 Million.

City of Redwood City, Middlefield Road Reconstruction, Redwood City, CA
Managed the Middlefield Road Reconstruction in Downtown Redwood City. The project included the closure and total rehabilitation of Middlefield Road between Jefferson Avenue and Main Street, the replacement of a large box culvert under Middlefield Road and next to the main library, utility replacement, colored stamped concrete crosswalks, traffic signal improvements and extensive Public Outreach. $1 Million.

City of Mountain View, Evelyn Avenue Improvements, Mountain View, CA
Managed Design Section project staff and engineering consultants on the completion of the Evelyn Avenue improvements from Castro Street to the City limit at Bernardo Avenue in three construction phases. This project included the formation of three Rule 20A underground utility districts; numerous public meetings; close coordination with VTA, PCJPB, Caltrain, PG&E, Caltrans Local Assistance staff, and private property owners; acquisition of right-of-way, collection of street improvement fees from private developments, administration of $5.1 million in Federal (HPS and HBRR), State Gas Tax and local Measure B transportation funds, bridge widening, State stormwater construction permit, relocation of heritage trees, median island landscaping, utility improvements, and four lane street improvements. $11.6 Million.

City of Mountain View, Grant Road / State 237 / El Camino Real Right Turn Lane Improvements, Mountain View, CA
Managed project staff and design consultant contract, Federal ISTEA grant funding requirements, right-of-way acquisition from two gas stations and coordination with a shopping center. This federal-aid project consisted of adding a right turn lane on State Route 237 to El Camino Real and an informal right turn lane on Grant Road to El Camino Real, coordination and an encroachment permit from Caltrans, and documentation compliance with Caltrans' Local Assistance procedures. $481,000.

City of Mountain View, Alta Avenue Improvements, Mountain View, CA
Assisted the City Engineer and Public Works Director with the design, PS&E package, and the formation of the Ata Avenue assessment and underground utility district from Charleston Road to the end of the cul-de-sac next to Highway 101. $600,000.

City of Mountain View, Montecito Avenue Reconstruction, Mountain View, CA
Managed Design Section project staff, engineering consultant contract, and CIP budget on the utility replacement and street and sidewalk reconstruction of Montecito Avenue between Burgoyne Street and Farley Street. $714,000.

Robert Kagiyama, P.E., QSD/QSP, CFM

Senior Project Manager / Resident Engineer

City of Mountain View, Centre/Church/El Ranchito Way Assessment District, Mountain View, CA

Managed Design Section project staff and engineering consultant contract on the preparation plans and specifications of street improvements on Centre Street, Church Street, El Ranchito Way, and Bay Street. Prior to the improvements, the streets lacked curb, gutter, streetlighting, drainage system, and a standard pavement section. The project was created by a neighborhood request to form an assessment district to finance the improvements. $1.3 Million.

STREET IMPROVEMENTS

City of Mountain View, Yardis Court Assessment District, Mountain View, CA

Managed Design Section project staff, engineering consultant contract and CIP budget of the Yardis Court street improvement, and coordinated formation of the assessment district with property owners and the City's Senior Administrative Analyst. This project consisted of converting an unimproved dirt road and cul-de-sac and upgrading it to a fully improved city standard street and included the installation of a water main, storm drain, sanitary sewer, streetlights, sidewalk, curb and gutter, and pavement. $688,000.

City of Mountain View, Median Island Improvements, Mountain View, CA

Managed Design Section project staff, engineering consultants, CIP budget, and Federal funding requirements for a number of separate median island CIP projects including Middlefield Road, Shoreline Boulevard, Dana Street, and Miramonte Avenue Median Island Improvements

City of Mountain View, ADA Curb Ramp Program, Mountain View, CA

Managed Design Section project staff and annual CIP budget of preparing in-house plans and installing ADA compliant curb ramps and truncated domes citywide. $0.5 Million.

City of Mountain View, Annual Sidewalk Replacement Program, Mountain View, CA

Managed Design Section project staff and annual CIP budget in replacing aging sidewalks, curb and gutter, driveway approaches, and substandard curb ramps for over 20 years. $10 Million.

City of Mountain View, Streetlight Infill Program, Mountain View, CA

Evaluated and processed residential requests of installing infill streetlights on PG&E utility poles, adding standard city streetlights and post top lights, administrating the use of Federal (HES) funds to install intersection streetlights, and submitting federal-aid documents to Caltrans in accordance with their Local Assistance procedures.

UTILITY IMPROVEMENTS

City of Mountain View North Bayshore Area Reclaimed Water System, Mountain View, CA

Project manager during the design phase of a reclaimed water pipeline system in the North Bayshore area in Mountain View. The phase included overseeing the design consultant preparation of the PS&E package, value engineering, and coordinating with the city of Palo Alto the advertisement, award, and selection of the construction management team. $20 Million.

Robert Kagiyama, P.E., QSD/QSP, CFM

Senior Project Manager / Resident Engineer

City of Mountain View Utility Improvements, Mountain View, CA

Managed numerous city utility projects, which partially included:

- Annual Water Main Replacement Program, Mountain View, CA
- Annual Sanitary Sewer Pipeline replacement Program, Mountain View, CA
- City of Mountain View, Marich Way Storm Drain Improvements, Mountain View, CA
- City of Mountain View, Miramonte Pump Station Improvements, Mountain View, CA
- City of Mountain View, Coast-Casey Storm Drain Pump Station Improvements, Mountain View, CA
- Managed project staff on the rehabilitation and upgrade of a stormwater pump station that included the replacement and/or addition of pumps, motors, emergency generator, PLC, and various other electrical and mechanical components.

UTILITY IMPROVEMENTS

San Jose Water Company Water Main Extension, San Jose, CA

Managed the internal design and construction of water main extension required for new private development projects; conducted coordination efforts with private developers, public agencies, and other utility companies, and assisted executives with CPUC matters.

Santa Clara Valley Water District, In-County Water Distribution System Improvements, San Jose, CA

Member of an internal design team that prepared environmental documents, conducted planning studies, structural and hydraulic analysis and design, prepared PS&E packages, advertised and awarded construction contracts of major water distribution projects including the 78" diameter Cross Valley Pipeline, Anderson Reservoir and Dam Upgrades, and coordination with engineering staff of the U.S. Bureau of Reclamation on the design of the San Felipe Water System project from San Luis Reservoir to Morgan Hill, CA.

City of San Jose, Downtown Transit Mall Water Utility Replacement, San Jose, CA

Construction Manager responsible for the replacement of large diameter water mains, fire service laterals and corrosion protection of new water system in conjunction with the Downtown San Jose Transit Mall Project. Work involved extensive Public Outreach and coordination with water customers. $3 Million.

City of Redwood City, Downtown Water Main Replacement, Redwood City, CA

Managed delivery of 12" water main replacement project from in-house design to construction completion and daily coordination with the contractor and local businesses impacted by the construction activities and noise on Broadway Street. $1 Million.

BRIDGES

City of Mountain View North Shoreline Bridge Overcrossing at Highway 101, Mountain View, CA

Project Engineer and staff liaison during the design and construction of the North Shoreline Overcrossing structure at Highway 101. This project was jointly funded by the city of Mountain View and the Santa Clara County Traffic Authority and the construction contract was administered by Caltrans. $6.9 Million.

Robert Kagiyama, P.E., QSD/QSP, CFM

Senior Project Manager / Resident Engineer

City of Mountain View San Antonio Bridge Overcrossing Seismic Retrofit, Mountain View, CA

Managed the design consultant contract, administered the award of the construction contract, and coordinated the construction support with the Santa Clara County Transportation Agency the seismic retrofitting of the San Antonio Overcrossing and ramps. The project was eligible for outside funding assistance under the State mandated seismic retrofit program and was fully funded by the State. $1.3 Million.

City of Mountain View Diericx Drive Bridge Replacement, Mountain View, CA

Managed Design Section project staff, engineering consultant contract, and CIP budget of the Diericx Drive Bridge replacement. During Caltrans' biennial structural inspection of the bridge, it was revealed that significant structural issue needed attention. Based on Caltrans recommendation, the City utilized outside funding to replace the bridge with a new structure that complies with the latest design standards. $664,000.

BRIDGES

City of Mountain View Structural Inspection of Citywide Bridges and Culverts, Mountain View, CA

Created and managed the CIP budget and project delivery of the structural inspection of over 30 city-owned bridges and culverts that are not eligible for biennial structural inspection by Caltrans Structure Maintenance and Investigations Divisions. $90,000.

TRAILS AND PUBLIC PATHS

City of Mountain View Stevens Creek Trail from Sleeper Neighborhood Access Point over Highway 85 to Deale/Heatherstone, Mountain View, CA

Project Manager of a pedestrian overcrossing project. Responsibilities included design oversight of the engineering contract, preparation of construction plans; advertisement and the award of a construction contract; coordination with Caltrans, SCVWD, VTA, and the California Natural Resources Agency; administration of State and local grant funding requirements; and attending construction coordination meetings with the City's construction engineer and the contractor. $5.0 Million.

City of Mountain View Stevens Creek Trail from El Camino Real to the Sleeper Neighborhood Access Point, Mountain View, CA

Project Manager of a pedestrian and bicycle trail. Responsibilities included design oversight of the engineering contract; preparation of construction plans; advertisement and the award of a construction contract; coordination with Caltrans, SCVWD, VTA, and the California Natural Resources Agency; administration of State and local grant funding requirements; attending weekly construction coordination meetings with the City's construction engineer and the contractor, and assisting with the dedication ceremony and grand opening. $2 Million.

City of Mountain View Permanente Creek Trail, Mountain View, CA

Managed Design Section project staff, design consultant contract, and CIP budget during the feasibility study, design phase, and construction phase of the Permanente Creek Trail from the North Bayshore area over Highway 101 and under Old Middlefield Way. Project approvals included the preparation and submission of numerous technical reports to Caltrans. $9 Million.

Robert Kagiyama, P.E., QSD/QSP, CFM

Senior Project Manager / Resident Engineer

City of Mountain View Mariposa Park, Mountain View, CA

Project Manager of the design and construction of a 0.6 acre city mini park located on Mariposa Avenue. Project scope included the acquisition of two parcels; demolition of abandoned buildings; excavation and removal of contaminated soil from the site and importing clean fill; neighborhood outreach and participation in developing the conceptual plans; design-build coordination and approval of the playground equipment; protection of heritage trees; construction contract award; construction of the park including sand & water play area, native plantings, trellis structure, concrete walkway, picnic tables, benches, drinking fountain, and butterfly garden; and assisting Parks staff with the dedication ceremony and grand opening. $1.3 Million.

City of Mountain View Del Medio Park, Mountain View, CA

Managed project staff and landscape architect contract for the design and construction of a 0.38 acre city mini park located on Del Medio Avenue. Project scope included the acquisition of several parcels, demolition of two buildings, excavation and removal of contaminated soil from the site and importing clean fill; neighborhood outreach and public participation in developing the conceptual plans, construction contract award and assisting Parks staff with the dedication ceremony and grand opening. $1.3 Million.

PUBLIC FACILITIES AND BUILDINGS

City of Mountain View New Library, Mountain View, CA

Member of the City's project management team that oversaw the consultant's architectural and engineering design, preparation of the PG&E package, master scheduling, advertisement, award, and selection of the construction management team.

City of Mountain View Fire Station No. 1, Mountain View, CA

Designated as the Project Engineer and provided technical assistance to the City's Project Manager throughout the design development phase of Fire Station No. 1 on Shoreline Boulevard near Villa Street.

City of Mountain View Fire Station No. 5, Mountain View, CA

Managed the project management staff and oversight during the design phase of Fire Station No. 5. The 10,500 square-feet building was designed to achieve a City Council directed minimum of LEED Silver certification. $7.3 Million.

City of Mountain View Senior Center Addition, Mountain View, CA

Project Manager of a 3,200 square-feet addition to the old Senior Center. This CDBG federally funded project consisted of managing the architectural design contract, preparing plans, advertising, bid rejection and rebidding, construction contract award, and construction management.

REGIONAL PROJECT COORDINATION

City of Mountain View Route 37 at Maude Avenue/Middlefield Way, Mountain View, CA

Staff Liaison of a freeway upgrade project managed and funded by the Santa Clara County Traffic Authority. Project element consisted of eliminating the highway at-grade crossings at Maude Avenue and Middlefield Road and upgrading the state route to freeway status with the construction of two grade separations and ramp connectors.

Robert Kagiyama, P.E., QSD/QSP, CFM

Senior Project Manager / Resident Engineer

City of Mountain View Tasman Corridor Light Rail Transit System, Mountain View, CA
Coordinated with the Santa Clara Valley Transportation Authority (VTA) the City's plan review comments of the proposed Tasman Corridor Light Rail system within the city of Mountain View boundary, Evelyn Avenue LRT Station, and the development of the Downtown Transit Station. Collaborated with VTA engineering staff on the resolution of construction issues and conflicts.

City of Mountain View State Route 101/85 Improvements, Mountain View, CA
Provided technical assistance and review of plans and specifications and right of way acquisition, and attended joint technical review meetings with the VTA and Caltrans.

City of Mountain View Permanente Creek Flood Protection, Mountain View, CA
Project Manager and staff liaison of the Permanente Creek Flood Protection project that is currently being managed, designed and funded by the Santa Clara Valley Water District (SCVWD). This countywide funded project was approved by Santa Clara County voters in 2000 and generally consists of protecting homes and businesses along Permanente Creek from the 100 Year flood event. The SCVWD flood protection solution had included the use of two City facilities as floodwater detention basins.

REGIONAL PROJECT COORDINATION

City of Mountain View Caltrain San Antonio Train Station, Mountain View, CA
Reviewed and coordinated the plan review of the Caltrain San Antonio Train Station and platform with PCJPB and the City's transportation planning staff. Additionally managed the federal funding of purchasing and installing bike lockers adjacent to the train station.

City of Mountain View Rengstorff Avenue and Castro Street At-Grade Improvements, Mountain View, CA
Provided technical and administrative assistance to the PCJPB Caltrain staff on designing and constructing at-grade safety improvements of the railroad track vehicular and pedestrian crossing at Rengstorff Avenue and Castro Street.

City of Mountain View High Speed Rail Technical Advisory Subcommittee, Mountain View, CA
City Staff Member of the High-Speed Rail Technical Advisory Subcommittee. Reviewed several vertical and horizontal conceptual layouts and affect at the current at-grade crossings at Rengstorff Avenue and Castro Street.

City of Mountain View Stevens Creek Trail Alignment and Feasibility Study from Mountain View to Cupertino
City Staff Liaison for the Stevens Creek Trail Four Cities Working Committee. The cities of Mountain View, Sunnyvale, Los Altos, and Cupertino jointly funded the preparation of an alignment and feasibility study of extending Stevens Creek Trail from Mountain View to Cupertino. The development of the study included conducting public outreach meetings in each City.

Robert Kagiyama, P.E., QSD/QSP, CFM

Senior Project Manager / Resident Engineer

RULE 20 UNDERGROUND UTILITY DISTRICTS (UDD)

City of Mountain View, Evelyn Avenue UUD, Phase I, II, II from Castro Street to Bernardo Avenue, Mountain View, CA

Managed project and coordinated the project layout with PG&E, AT&T, and Comcast design and construction staff on the successful delivery of three separate Rule 20A (and companion Rule 32A) projects along Evelyn Avenue from Castro Street to the city limit at Bernardo Avenue. The 1.6 miles long linear project included coordination of the street improvement plans and construction schedule with the PG&E joint trench plans, managing the service conversions, seeking eligible Rule 20A reimbursement from PG&E for actual expenses paid by private property owners and businesses, finalizing locations of pad-mounted transformers and capacitor banks, scheduling open windows for PG&E electrical service shut-downs for the overhead to underground connections, negotiating Rule 20A credits for the cost of phantom overhead relocation, pursuing final pole removal dates, and evaluating cost breakdown of Rule 20A expenditures. $3.2 Million.

City of Mountain View, Dowtown Mountain View UDD, Mountain View, CA

Managed delivery of project from design to construction completion and included the coordination with utility company construction staff; neighborhood outreach meetings, service panel conversion of over 50 metered services belonging to restaurants, apartments, office buildings, and private residents, placement of subsurface transformers, and final pole-down dates. $2.1 Million.

City of Mountain View, North Shoreline Boulevard UDD from Highway 101 to Central Expressway, Mountain View, CA

Managed project and coordinated with utility companies the service conversions and removal of overhead electrical and telephone wires and utility poles along Shoreline Boulevard between Highway 101 and Central Expressway. $1 Million.

RULE 20 UNDERGROUND UTILITY DISTRICTS (UDD)

City of Mountain View, Maude / Middlefield / Route 237 at Ferguson Drive, UUD, Mountain View, CA

Managed project and coordinated with utility companies the service conversions and removal of overhead electrical and telephone wires and utility poles along Ferguson Drive between Middlefield Road and Central Expressway. This UUD was created injunction with the design, and construction of the Santa Clara County Traffic Authority funded Route 237 at Maude and Middlefield freeway improvement project. $800,000.

City of Mountain View, Alta Avenue Rule 20B UDD and Assessment District, Mountain View, CA

Assisted the City Engineer with the design and construction completion of the Alta Avenue UUD, Street Improvements, and Assessment District. $160,000.

City of Mountain View, Rengstorff Avenue UUD from Highway to Old Middlefield Way, Mountain View, CA

Managed Design Section project staff and coordinated with PG&E on the Council approved resolution and adoption of the Rengstorff Avenue UUD from Highway 101 to Old Middlefield Way. $1.7 Million.

Robert Kagiyama, P.E., QSD/QSP, CFM

Senior Project Manager / Resident Engineer

City of Mountain View, California Street UUD & Whisman Road Rule 20 A/B UUD, Mountain View, CA

Analyzed the feasibility of incorporating private development undergrounding funding requirements with the potential creation of a joint Rule 20A/B funded UUD on Whisman Road between Middlefield Road and Fairchild Avenue. Council elected to make an earlier proposed UUD, California Street Rule 20A UUD, a higher priority and the Whisman Road UUD the second highest ranked planned UUD for advancement with the use of Rule 20A funds.

City of Mountain View, Rule 20 Program, Mountain View, CA

Oversaw the monitoring and assessment of the Rule 20A annual allocation and balance. Previous member of the South Bay Rule 20 subcommittee and League of California Cities Statewide Utility Undergrounding Committee

PLANNING AND FEASIBILITY STUDIES

City of Mountain View Storm Drain Master Plan

Managed Design Section staff, engineering consultant contract, and CIP budget for the Citywide Storm Drain Master Plan. This study inventoried existing pipelines and pump stations, identified potential capacity deficiencies and long term CIP project and cost estimates

City of Mountain View Water System Master Plan

Assisted the Public Services Division project manager with the review of the consultant prepared Water System Master Plan, five year capital improvement program, and long term goals.

City of Mountain View Sanitary Sewer System Master Plan

Assisted the Public Services Division project manager with the review of the consultant prepared Sanitary Sewer System Master Plan, five year capital improvement program, and long term goals.

PLANNING AND FEASIBILITY STUDIES

City of Mountain View Rengstorff Avenue Railroad Grade Separation Feasibility Study

Managed the analysis and preparation of a consultant prepared study on the technical feasibility of eliminating the at-grade crossing of Rengstorff Avenue at the PCJPB/Caltrain tracks and lowering the street under the railroad tracks and Central Expressway. The study evaluated several conceptual layouts that were reviewed and approved by the City Council, PCJPB and the County. The Study's cost estimate of a grade separation has since been replaced by a technical evaluation of the California High-Speed Rail Authority and their engineering consultants. $45 Million.

City of Mountain View Major Technical Reviews

Provided technical assistance and review of the Rengstorff Park Master Plan, General Plan, ADA Transition Plan, and the Citywide Pedestrian Master Plan.

FEDERAL, STATE, REGIONAL AND LOCAL FUNDING

City of Mountain View Transportation Development Act (TDA) Funded Projects, Mountain View, CA

Managed project engineering staff and coordinated with the Transportation Policy Manager on the TDA funding requirements and deadlines for multiple capital improvement projects including the Stevens Creek Trail, Permanente Creek Trail, ADA Curb Ramp Program, Traffic Circle, and various other CIP projects.

Robert Kagiyama, P.E., QSD/QSP, CFM

Senior Project Manager / Resident Engineer

City of Mountain View CDBG Funded Captial Improvement Projects, Mountain View, CA

Managed project engineering staff and coordinated with the senior planner responsible for the CDBG program on the execution and documentation of CDBG funding requirements for multiple capital improvement projects including the Senior Center Addition, ADA Curb Ramps Phase I, ADA Curb Ramps Phase II, and the Shoreline Boulevard Sidewalk Replacement.

City of Mountain View HES, HBRR, ISTEA, Safe Route to Schools, TDA, ARRA Economic Stimulus, Mountain View, CA

Managed project engineering staff and coordinated with multiple agencies and internal administrative staff on the execution and documentation of Federal and State funding requirements in accordance with applicable sections of Caltrans' Local Assistance Procedures Manual (LAPM) for multiple capital improvement projects including Stevens Creek Trail, Evelyn Avenue Improvements, Middlefield Road, Shoreline Boulevard and Miramonte Avenue Median Island Improvements,

City of Mountain View State Parks Proposition 84 Grant Funds, Mountain View, CA

Stevens Creek Trail: El Camino Real to Sleeper Neighborhood Access Point and Sleeper Neighborhood Access Point over Highway 85 to Dale/Heatherstone neighborhood: Assisted and reviewed grant application, coordinated with the State Natural Resources grant manager the document submittal requirements, reviewed reimbursement forms prepared by public works staff, and coordinated financial audit requirements with the State representative.

Greg Armendariz, P.E., QSD/QSP

Senior Project Manager / Resident Engineer

YEARS OF EXPERIENCE
30+

EDUCATION
B.S., Civil Engineering, San Jose State University

REGISTRATION
Registered Professional Engineer
California License # C40283

CERTIFICATION
QSD/QSP Certification #23717

REFERENCES
Mr. Jim Pierson
Public Works Director
City of Fremont
(510) 494-4722

Ms. Kathleen Phalen
Public Works Director
City of Milpitas
(650) 704-8030

Mr. Michael Boitnott,
Engineering
City of Milpitas
(408) 586-3315

Mr. Armendariz has over 30 years of experience in engineering, design, project management and construction management of Capital Improvement Projects, including public building facilities, parking garages, bridges, roadways, parks and trails, water, storm, recycled water and sewer utilities, pump stations, reservoirs, and Light Rail Transit facilities. His experience includes civil and structural engineering analysis and design, cost estimating, project scheduling and design manager. His construction management experience includes construction contract administration, constructability reviews, analysis and authorization of extra work and contract change orders, quality control, progress payment review and approval, coordination of phased projects, construction CPM schedule preparation, schedule delay analysis and schedule recovery; administration of Project Labor Agreements, project inspection, punchlist coordination, project commissioning, closeout and warranty period monitoring/coordination.

Mr. Armendariz has experience in the operations and maintenance of newly constructed public facilities and has a good understanding of the post construction activities including building commissioning, coordinating move-in, and monitoring of all building elements during warranty period.

Mr. Armendariz also has experience as a City Engineer and Public Works Director, responsible for the engineering, operations and maintenance, and planning of the City's public works infrastructure, parks and trails, public building and fleet operations. This includes development of asset management systems for aging infrastructure, master planning, financing strategies to renovate and replace aging infrastructure, and provide for expansion of infrastructure for future growth and day to day management of the operations and maintenance of Public Works. Mr. Armendariz has also managed recovery efforts following natural disaster events of the 1989 Loma Prieta Earthquake and the 1998 El Niño floods. These responsibilities included emergency response including field inspections, damage and safety assessment, and working extensively with FEMA for reimbursement of emergency response expenditures as well as reimbursement for restoration and replacement of damaged public facilities and infrastructure. From this experience, Mr. Armendariz has focused on Emergency response training of Engineering and Public Works staff, identifying infrastructure vulnerabilities, and developing emergency response plans.

Resident Engineer / Construction Manager. His construction management and resident engineer experience includes development, analysis and monitoring construction CPM schedules; project status reports, construction contract administration, including review, analysis, and authorization of contract extra work and contract change orders, quality control/quality assurance, administration of construction contracts, claim avoidance, claim analysis and claim resolution, progress payment review and approval, coordination of project phasing, development and implementation of schedule recovery plans, project commissioning, closeout and warranty period monitoring/coordination.

Professional Experience

City of Milpitas, Public Library and Parking Garage, Milpitas, CA

Managed project staff through the project needs assessment, design phase, and construction of a new 60,000 square, two story library and 4 story parking garage. Project included property acquisition, mitigation of contaminated soil, "adaptive re-use" of historic grammar school, project labor agreement (PLA),obtaining permits from regional regulatory agencies and extensive coordination with library operations staff. Project also included off-site street improvements, undergrounding of overhead utilities, and extensive streetscape improvements; all work was phased to avoid construction conflicts and impacts to adjacent businesses and residents. $50 Million.

Greg Armendariz, P.E., QSD/QSP

Senior Project Manager / Resident Engineer

City of Milpitas, Senior Center, Milpitas, CA

Managed project staff through the project conceptual and final design, and construction of a new 22,000 S.F. Senior Center. Project was constructed with a project labor agreement (PLA). This green project involved the "adaptive re-use" of the old City library building. The exterior walls and foundation were incorporated in the new building, and all interior walls were torn out and a new floor plan was constructed. This new building was located at the Civic Center, and all work was coordinated and phased to eliminate any conflicts or impacts to the operation of the adjacent City Hall and Community Center. $12 Million.

City of Milpitas, City Hall, Milpitas, CA

Construction Project Manager of a four story City Hall (60,000 square-feet) and an underground parking garage. Project included Civic Center site improvements - parking lots and circulation improvements, landscaping, pond, waterfall and water fountains and off-site street improvements. Work involved relocating City Hall staff to a temporary location, demolition of the existing building and construction of the new City Hall at the same site. Mr. Armendariz was responsible for construction administration, quality control, regular progress reporting to City Council, mitigation of construction delays due to 3 labor strikes during construction, commissioning of new building, coordination of move-in with minimal disruption to public services, and managed operations of building during 1 year warranty period. This was a multiple prime contractor delivery method and a total of 52 prime contracts were managed. $50 Million.

City of Milpitas Fire Stations, Milpitas, CA

Managed the design and construction of Fire Station No. 2 and Fire Station No. 3 kitchen, restroom and ADA improvements. Project included replacement of underground fuel tanks with above ground fuel tanks. Phased construction allowed fire stations to remain fully functional during construction period. $1 Million.

UTILITY IMPROVEMENTS

City of Milpitas, Gibraltar Water Pump Station and Reservoir, Milpitas, CA

Managed project staff through the project conceptual and final design, and re-construction of a new water pump station controls building, and replacement of aging pump station infrastructure. Recent air quality regulations mandated replacement of pump station 4 diesel engines with electric motors. Other work included replacement of pumps, and variable frequency drives, and seismic retrofit improvements. $20 Million.

City of Milpitas, Main Sewage Pump Station, Milpitas, CA

Managed project staff through the design and construction of a new Main Sewage Pump Station. Improvements included demolition of the existing pump station, installation of a new 54" diameter transmission pipeline, new in-line grinder facility, new wet well with 4 new pumps and 2 future additional pumps. Improvements also included a new electric building housing a PG&E transformer, motor controls center, emergency diesel engine and electric generator and power transfer switch. A new pump station operator building with offices and pump station controls was also constructed. $12 Million.

Greg Armendariz, P.E., QSD/QSP

Senior Project Manager / Resident Engineer

LIGHT RAIL TRANSIT SYSTEMS

Santa Clara County Transportation Agency, Light Rail Transit System, San Jose, CA

Design Engineer for three (3) Light Rail Stations and Park & Rides. Scope of work included preparation of plans, specifications, and cost estimates, obtaining all regional permits and regulatory agency approvals. Mr. Armendariz was also the Construction Resident Engineer for 3 of 8 Light Rail alignment segments (located in City of Santa Clara and North San Jose.) Work involved administration of construction contracts, coordination with adjacent property owners and businesses, review and approval of contract change orders, as-built drawings, approved progress payments, coordination with Fish & Game, Army Corp. of Engineers, Cities of Santa Clara and San Jose, Water District for construction of a new bridge over Guadalupe River, commissioning and testing of Light Rail segments and final project acceptance. $400 Million.

BRIDGES

Santa Clara County Transportation Agency, Multiple Bridges, Santa Clara County, CA

Resident Engineer for the Santa Clara County Transportation Agency, Responsibilities included structural analysis, design and construction management of new bridge projects and bridge rehabilitation. Responsible for the design and construction of a bridge replacement project on Buena Vista Road over Llagas Creek in Gilroy, California. $50 Million.

BRIDGES - SEISMIC RETROFIT AND REHABILITATION

After the Loma Prieta Earthquake, Mr. Armendariz provided immediate structural inspections and emergency response for 220 County owned bridges. Several bridges were damaged, and immediate closures were ordered, followed by emergency contracts to provide temporary shoring, in order to protect the motoring public and provide emergency vehicle access. Mr. Armendariz participated in the County's intensive work partnership with Caltrans Structures Division and FEMA to fully assess and document all earthquake damage, develop strategies for repairs and seismic retrofitting. He also performed seismic analyses, design and construction of seismic retrofit and repair work to bridge foundations, columns, bridge railings, bridge abutments and superstructure. Design Engineer and Resident Engineer on the following Bridges:

- Wrights Station Bridge over Los Gatos Creek (historic bridge)
- San Antonio Road bridge over Central Expressway, ramps, and UPRR overhead
- San Tomas Expressway bridge over Winchester Boulevard
- Whisman Road bridge over Central Expressway
- Arques Road Bridge over Central Expressway
- Lincoln Avenue on ramp over Almaden Expressway

BRIDGES - NEW CONSTRUCTION

New Light Rail Bridges Northern Segment of the Guadalupe Corridor Light Rail System, San Jose, CA

Resident Engineer for the construction of the Northern Segments of the Guadalupe Corridor Light Rail system that included new light rail bridges (290' – 5 span pre-stressed "I" girder concrete bridge) over the Guadalupe River and a Light Rail grade separation (undercrossing) with Union Pacific Railroad on First Street, San Jose, Ca. Mr. Armendariz also provided design review and seismic strategy development for the Tasman Corridor Light Rail Viaduct (over 5,000 LF) in the City of Milpitas. This structure had significant design challenges, spanning three (3) major roadway intersections and two (2) railroad crossings.

Greg Armendariz, P.E., QSD/QSP

Senior Project Manager / Resident Engineer

Buena Vista Road Bridge Over Llagas Creek, Gilroy, CA

Resident Engineer for a bridge replacement project. The bridge was funded through the Highway Bridge Replacement and Rehabilitation Program.

Edmundson Avenue Bridge Over Llagas Creek, Gilroy, CA

Project Engineer on an existing bridge that was functionally and structurally obsolete. The bridge required phased demolition and reconstruction with a temporary construction signal system controlling a reversible one way traffic on ½ of the existing bridge and then ½ of the new bridge. Safety was paramount for public and contractor.

Multiple Bridges for the City of Milpitas, Milpitas, CA

Resident Engineer on several bridge projects for the City of Milpitas and provided construction management, construction oversight, design engineering and construction permitting services:

- Great Mall Parkway/Tasman Drive over I 880 (Roadway and LRT Overpass Bridge Structures)
- Tasman Drive bridge over Coyote Creek
- Berryessa Creek Pedestrian Bridge
- Seismic Retrofit of Abel Street Overhead (Six Span Bridge Structure over UPRR Tracks and Berryessa Creek)
- Tasman Corridor Light Rail Viaduct (5,000 LF) (Oversight of Construction Permitting)

[illegible]

City of Milpitas, CA

Responsible for annual Street Pavement Resurfacing Program, including annual pavement condition assessment, programming projects, development of program funding and obtaining grants, design and construction of annual projects, and Public Works street maintenance and operations. $2 Million annually.

[illegible]

City of Milpitas, CA

Five Year Capital Improvement Program: Responsible for the development of a comprehensive Capital Improvement Program, which identifies and prioritizes capital needs, develops a financing plan, and an implementation plan. The Capital Improvement Program included all of the City's buildings, Parks, Water, Storm, Sewer and Street facilities.

City of Milpitas, Public Works Director, Milpitas, CA

Public Works Director. Responsible for managing the Public Works department. Department provides operations and maintenance of 130 miles of streets including 12,000 street trees, 70 traffic signals and 20 bridges; 29 parks and 12 athletic fields, 200 miles of potable water system including two (2) pump stations and five (5) water reservoirs storing 16 million gallons, 180 miles of sewer system, 160 miles of storm drain system and 20 miles of recycled water, contracted solid waste collection, city building and fleet maintenance and operations. The Public Works annual budget for operations and maintenance was $11.0 Million and a staff of 65 employees. Mr. Armendariz provided direction, establishing priorities and goals for performance and service delivery.

Greg Armendariz, P.E., QSD/QSP

Senior Project Manager / Resident Engineer

City of Milpitas, City Engineer, Milpitas, CA

Provided direction, strategic planning, direction and management of the Engineering department, including allocation of resources, budgeting and staff development. The department operated with an annual budget of $3.0 Million, an average annual Capital Improvement Program of $16 Million and a staff of 30 employees. Engineering services include ensuring the City's infrastructure is designed and constructed in accordance with the City's codes, State and Federal laws, and industry standards, in order to protect public health and safety, review and approval of subdivision maps, private development infrastructure improvements and issuance of encroachment permits.

The department delivered these services through four (4) specialized sections: Traffic Engineering, Design & Construction, Utilities Engineering and Land Development. Traffic Engineering is charged with providing safe and efficient roadways, including traffic signals, pavement markings, striping and signage, conducting speed surveys in order to set and enforce speed limits, traffic vehicle accident investigation and congestion management. Design & Construction is responsible for implementing the design, preparation of construction plans and specifications, construction inspection, management and administration. Utilities Engineering is responsible for ensuring utility compliance with local, State and Federal regulations and laws. This section is also responsible for rate setting based on the costs of delivering the utility services, which include expenses for both capital improvements and the operations and maintenance. Land development is responsible for the coordination of all City and private development improvements, with regional programs such as flood control and urban runoff. It is also responsible for the review and approval of subdivision maps, development agreements and developer public improvement plans for conformance with the City's General Plan and zoning ordinance. Land Development also reviews and issues encroachment permits for all work in the City's Public right-of-way.

GRANT FUNDING

Mr. Armendariz has been involved in the application for grants, implementation and reporting of grant funded projects from design through construction, project close-out, grant audits and has successfully worked with the following agencies:

REGIONAL

- Santa Clara County Open Space Authority (Trail & Park projects)
- Santa Clara County Historical Heritage Commission (Alviso Adobe Historical Park)
- Santa Clara County Transportation Authority (Roadway and Trail projects)
- Santa Clara Valley Water District (Coyote and Berryessa Creek Trail projects)

STATE

- Caltrans Local Assistance (various Roadway, Bridge and Trail projects)
- State Water Board (Water projects)

FEDERAL

- FHWA (various roadways & bridge replacement projects and Coyote & Berryessa Creek Trail projects)
- FEMA (Loma Prieta Earthquake bridge repairs and restoration – 3 County Bridges)
- FTA (Guadalupe Corridor Light Rail Stations, park & ride lots and rail guideway)
- DOE (Milpitas Solar Power projects and Police building energy conservation improvements)

Greg Armendariz, P.E., QSD/QSP
Senior Project Manager / Resident Engineer

The majority of the roadway, bridges and trails projects were funded by County, State and Federal grants, requiring, record keeping and documentation per Caltrans Local Assistance Program Manual and guidelines. This included labor compliance, certified payroll compliance, EEO compliance, progress payments and invoicing, daily inspection reports, quality control and quality assurance compliance, grant required documentation, project closure, and post construction audit reviews.

Construction management experience included construction contract administration, constructability and bid-ability reviews, analysis and authorization of extra work and contract change orders, quality control and assurance, progress payment review and approval, coordination of phased projects, construction CPM schedule preparation, administration of Project Labor Agreements, project inspection, punchlist coordination, project commissioning, closeout and warranty period monitoring/ coordination. Extensive experience with construction claim resolution including claim avoidance, evaluation and analysis of construction claims, schedule delay analysis, implementation of strategic schedule recovery and successful resolution of claims.

Participated in the natural disaster events of the 1989 Loma Prieta Earthquake and the 1998 El Niño floods. These responsibilities included emergency response, field inspections, damage and safety assessment, and working extensively with FEMA for reimbursement of emergency response expenditures as well as reimbursement for restoration and replacement of damaged public facilities and infrastructure. The FEMA work included applications for assistance, Disaster Surveys field reviews with FEMA staff and submitting Disaster Survey Reports (DSRs) for each project site, preparation of design documents, working through the Caltrans Local Assistance office for plan reviews and authorization to bid and award projects. FEMA audits, are by far the most challenging, and with some of the projects, experiencing up to three (3) separate audits, during the four (4) year period after construction. These audits were all successfully administered and completed.

Coyote Creek Trail

A Two (2) mile long, 12 foot wide, multi-use Class 1 trail placed on the east Coyote Creek levee. Improvements included two trail heads with designated parking lots, benches, trash receptacles landscaping, trail monuments, bike racks, signage and other user amenities. This trail section is part of the San Francisco Bay Trail system.

Berryessa Creek Trail and Pedestrian Bridge

A 2,500 linear foot - 12 foot wide Class 1 Pedestrian Trail placed on Berryessa Creek levee, and a 125 foot single span truss pedestrian bridge (12' wide.) The trail's first phase connects the Town Center to the north neighborhoods and the next phase will continue South to the future Milpitas BART station.

Calaveras Road Pedestrian Tail

A One (1) mile long, 10 foot wide Class 1 pedestrian trail along side Calaveras Road. Improvements included Creek slope protection, vehicle guard rail, pathway paving and trail signage.

Hetch Hetchy Trail

A ½ mile long, 12 foot wide Class 1 trail placed on Hetch-Hetchy right-of-way, through the City of Milpitas. Other improvements included park benches, and trail heads, irrigation and landscaping.

Greg Armendariz, P.E., QSD/QSP

Senior Project Manager / Resident Engineer

ROADWAY IMPROVEMENTS

Mr. Armendariz worked on the planning, design and construction management of several major roadway improvements including Federal and State grant administration, contract administration in accordance with Caltrans LAPM and Caltrans Construction Manuals, Claim avoidance/mitigation, multiple agency administration, coordination of utility relocation and undergrounding of overhead utilities, public outreach, streetscape including bio-swales, and contract closeout. Projects include:

- Montague Expressway Widening, including R/W Acquisition, Utilities & Landscaping, $20 Million
- Landess Ave. & Park Victoria Boulevard Reconstruction (all night work due to traffic), $5 Million
- Piedmont Road Realignment, $4 Million.
- Abel Street Reconstruction, including Undergrounding & Upsizing all Utilities, $15 Million
- Main Street Reconstruction (multiple phases) including Undergrounding, $10 Million
- Alder Street (new construction), $5 Million
- Barber Street Widening, including Utility Relocations, $6 Million
- First Street Reconstruction, including Utility Undergrounding & Relocation, $40 Million
- Hwy 237/I-880 Interchange, including Utilities, R/W Acquisition, Landscaping $75 Million

Traffic Patterns

Contact Information

Traffic Patterns, LLC
P.O. Box 25
Danville, CA 94526
O: (408) 916-8141

Tax ID: EIN 26-2454835

Jaime O. Rodriguez
Principal
O: (408) 916-8141
jaime@trafficpatterns.net
www.trafficpatterns.net

Firm Description

Traffic Patterns was founded in 2008 and offers engineering support services to public and private companies. Services include:

- Traffic Engineering
- Staff Augmentation
- Private Development Review
- Traffic Control Plans
- Traffic Operations Investigations

Traffic Patterns recognizes that every customer requires specialized services to meet the individual needs of their projects. Traffic Patterns will tailor engineering services to each client to ensure a high quality of service and the successful delivery of projects.

Jaime O. Rodriguez, Principal-in-Charge of Traffic Patterns, serves as Project Manager and contact for each client to help ensure consistency on projects. Traffic Patterns team members offer a diverse set of skills including project management and public works inspection.

Traffic Patterns guarantees on-time delivery and 100% confidentiality. Traffic Patterns is a California Certified DBE Firm: File #037944.

Project Approach

Prior to starting any project, Traffic Patterns will meet with clients to discuss in detail the following:

- Project background
- Project requirements
- Deliverables
- Schedule

Traffic Patterns' specialized traffic engineering services include:

- **Traffic Engineering** – Municipal-focused traffic engineering including customer service safety investigations, engineering & traffic surveys, traffic signal design and development of roadway marking and signage plans utilizing Traffic Patterns' patented *Sign Cells* software.
- **Traffic Signal Design** – New installations or modification projects are designed to Caltrans or City-specific design standards. Operations studies to determine the most efficient signal operation also available.
- **Traffic Control Plans** – Review or design of traffic control plans for either typical segments or street specific construction projects. Each plan is prepared in CAD and stamped by a registered Traffic Engineer.
- **Bicycle & Pedestrian Facility Design** – Development of Concept Plan Lines to assist in planning for enhanced bicycle and pedestrian facilities including NACTO style improvements such as Cycle Tracks.
- **Grant Tracking and Writing** – To assist in leveraging local resources to build public improvements or provide planning support.

For more information, please visit:
www.trafficpatterns.net

JAIME O. RODRIGUEZ, T.E.

PRINCIPAL, TRAFFIC PATTERNS

Mr. Rodriguez has over 17 years of experience in managing transportation projects and is the founder and principle in charge of Traffic Patterns. His experience includes a strong background in the public sector and he currently serves as the Chief Transportation Official for the City of Palo Alto. He provides a strong project management background including organization development, grant-writing and capital improvement program development.

Education
MS, Transportation Planning & Management, San Jose State University

BS, Civil Engineering, San Jose State University

Registration
CA – Traffic Engineer, TR2284

Certifications
Work Zone Safety, Traffic Signals I/II, IMSA

Traffic Control Design & Ops, Cal Cone Zone

SELECT EXPERIENCE

PRINCIPAL
Traffic Patterns
As founder and principal-in-charge of Traffic Patterns Jaime as directly managed each of the firm's projects. Jaime provides design services for the Traffic Patterns including traffic control plan development, roadway geometrics and traffic signal design, and expert witness service. Jaime serves as the on-call traffic engineer for Wells Fargo Bank and is the chief architect for Sign Cells, Traffic Patterns' design tool for traffic control plan and signage & striping plan development.

A few of Mr. Rodriguez' projects with Traffic Patterns include:

- Engineering & Traffic Surveys 2014 for the City of Brisbane, CA
- Traffic Control plan development for the Bay Area Rapid Transit (BART) program: Warm Spring Extension, BART to Oakland Airport, and the A-Line South Earthquake Retrofit Project
- Valley Transportation Authority – Fiber Optic Extension Program, Curtner Avenue and Zanker Avenue Projects
- Camp Roberts Army Base – Fiber Optic Network Infrastructure
- Street Resurfacing Program 2010 for the City of Milpitas, CA
- Temporary traffic signal design on Highway 4 in Concord, CA

CHIEF TRANSPORTATION OFFICIAL
City of Palo Alto, CA
As Chief Transportation, Official Mr. Rodriguez is responsible for the daily operations of the transportation division including: organization development; capital improvement program oversight; parking program; community outreach; and the development and implementation of transportation policy. Mr. Rodriguez active projects with the City of Palo Alto include:

- Bicycle & Pedestrian Transportation Plan 2012 Development & Implementation
- California Avenue Transit Hub Corridor Streetscape Plan
- Safe Routes to School Program

DIRECTOR OF ADVANCED TRAFFIC MANAGEMENT SYSTEMS
Western Pacific Signal
Mr. Rodriguez served as the Director of ATMS Systems for Western Pacific Signal responsible for the management and implementation of NAZTEC ATMS.new Central Systems and traffic signal field controllers. He was responsible for the development of IP-based network schemes and providing traffic engineering support and training to Naztec clients including the Cities of Oakland, Walnut Creek, San Leandro, and Placer County.

CITY TRAFFIC ENGINEER
City of Milpitas, CA
Mr. Rodriguez served as City Traffic Engineer for the City of Milpitas responsible for the daily operations of the traffic engineering and transportation planning sections. Mr. Rodriguez secured over $13M in grant-funding for transportation projects and administered projects through the City's capital improvement program process. Mr. Rodriguez also managed the Public Works – Street Maintenance Division responsible daily operation of the Pavement, Roadway Markings, Signs, and Traffic Signal/Streetlights Sections. He also served as staff liaison to local and regional policy boards and was responsible for managing planning impacts to local intersections and residential neighborhoods form public and private development projects.

CAPITAL PROJECTS SPECIALIST
City of San Jose, CA
Mr. Rodriguez spent eight years with the City of San Jose holding various positions during his tenure including Capital Projects Specialist with the City Manager's Office, and Associate Engineer with the Department of Transportation. As Capital Projects Specialist, Mr. Rodriguez was responsible for tracking and reporting to the City Council on the status of City Transportation and Environmental & Utility Services – City Service Area projects. With the Department of Transportation, Mr. Rodriguez was responsible for managing the City's $5.0M traffic signal capital program including the identification and design of traffic signal and ITS projects.

EXPERT WITNESS WORK

Martinez vs. Wells Fargo Bank, Tracy, CA
Mr. Rodriguez served as an Expert Witness for Wells Fargo Bank helping to defend them against claims regarding the operations of their parking lot.

4. EXAMPLES OF WORK

City of San Pablo Helms Community Center

LOCATION

San Pablo, California

CLIENT

City of San Pablo

COMPLETION DATE:

August 2012

VALUE:

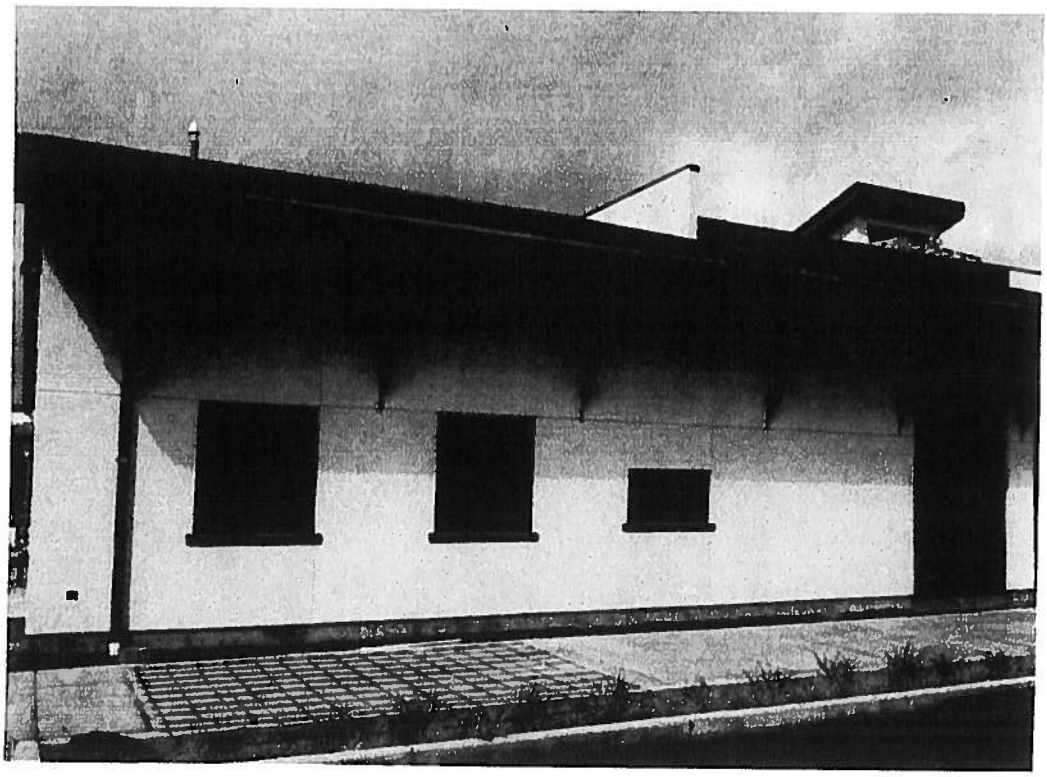
$5 Million

PROJECT HIGHLIGHTS

- LEED Silver
- Recreational Facility
- Infiltration Planters
- Bioswales

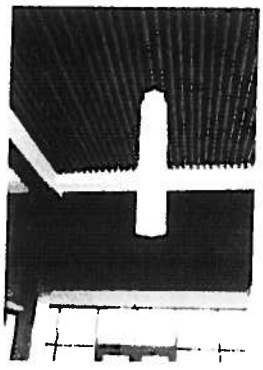
REFERENCE

Mike Heller
Director of Parks and Recreation
City of San Pablo
13831 San Pablo Avenue, Building 3
San Pablo, CA 94806
(510) 215-3030



The New 10,500 square-feet Community Center will support the City of San Pablo's Community Programming and Recreational Activities.

The project consists of construction of a 10,500 square-feet, wood frame, single story, community center located at 2450 Road 20, San Pablo, adjacent to Helms Middle School. The Community Center includes a reception/lobby area, a large community room with a catering kitchen, restrooms, offices, computer room, fitness room, youth room and two multipurpose rooms. The building exterior is composed of cement plaster finish, aluminum windows and storefront, and multiple roofing systems. Construction includes complete installation of mechanical, plumbing, electrical, telecommunications and security systems. Site work includes wood trellis, new paving, fenced outdoor tot-lot, five bioswales / infiltration planters, landscape and planting, irrigation, and site lighting. The project will be certified LEED Silver.



Scope of services included the development of Division 0 and 1 Specifications, bid management including development of the bid documents, contractor outreach, addenda, bid reviews and evaluation, bid selection and award. Also participated in preconstruction sessions with the City of San Pablo and Contractor on such items as schedule and review of escrow documents. Prepared the overall project budget to include all soft and hard costs and prepared a draft summary of the construction schedule to assist in the securing of new market tax credits funding.

City of Richmond Via Verdi and San Pablo Creek Culvert Restoration

LOCATION
Richmond, California

CLIENT
City of Richmond

ENGINEER
Nichols Consulting Engineers

COMPLETION DATE:
April 2013

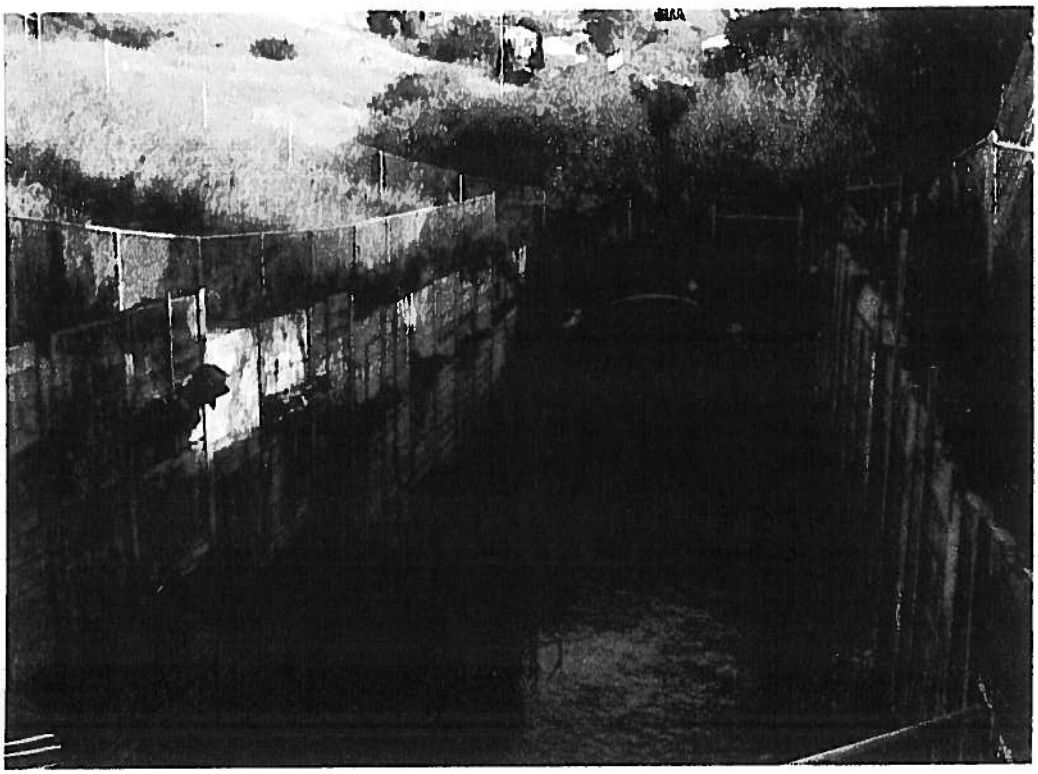
VALUE:
$6.5 Million

PROJECT HIGHLIGHTS
- Roadway Reconstruction
- Multi-Agency Coordination
- Environmental Creek Restoration
- Wetland Sensitivity
- APWA Northern California Chapter Project of the Year 2012
- Trees, Hydroseed, brush mattress, willow stakes, baffle system
- DBE

REFERENCE
Tawfic N. Halaby, P.E.
Associate Civil Engineer
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804-
(510) 621-1612
twafic_halaby@
ci.richmond.ca.us

KEY PERSONNEL
David Day
Robert Addiego

SUBCONSULTANTS
Applied Materials Engineering (DBE)
Questa



San Pablo Creek was interrupted by the Collapsed Culvert under Via Verdi, and the City installed a Pumping System to Divert Creek Water around the sinkhole.

A culverted section of San Pablo Creek, underneath Via Verdi (Street) collapsed without warning in Spring of 2010. The resulting sinkhole was estimated to be about 120 feet long, 40 feet wide, and 30 feet deep. Via Verdi (Street) serves as the only ingress and egress for a neighborhood of about 85 single family homes and 100 apartments. Scope of work includes: removing the temporary channel; constructing a new permanent headwall; constructing a permanent culvert; tying the headwall to the permanent culvert and the permanent culvert to the transition headwall; installing Engineered Fill; constructing Via Verdi; and restoring the private parcel to its original condition. All work must take place on an accelerated schedule between April 15 and October 15 because of restrictions of the Regional Water Quality Control Board and other resource agencies. Additionally the water from San Pablo Creek was diverted through a temporary pumping station and temporary piping for the duration of the work in the creek area. The streambanks were restored using willow stakes, brush mattresses and erosion control blankets. The construction project necessitates additional coordination with, and cooperation from numerous outside entities, including; utility companies, CalTrans, AC Transit, Corps of Engineers, RWQCB, California Dept. of Fish and Game, and Contra Costa County Flood Control District. The project also requires construction of numerous temporary retaining structures to facilitate the construction of the permanent channel structure.

City of Richmond Safe Routes to School

LOCATION
Richmond, California

CLIENT
City of Richmond

COMPLETION DATE:
September 2013

VALUE:
$0.5 Million

PROJECT HIGHLIGHTS
- Right-of-Way
- Roadwork
- ADA Accessibility
- Bike Lanes
- Safety Islands

REFERENCE
Tawfic N. Halaby, P.E.
Associate Civil Engineer
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804-
(510) 621-1612
twafic halaby@
ci.richmond.ca.us

KEY PERSONNEL
Robert Addiego
Zachary Conway

SUBCONSULTANTS
Applied Materials
Engineering (DBE)
Questa

This Federal Aid project includes improvements that enhances pedestrian safety at Five Schools in the City of Richmond.

Swinerton Management & Consulting provided Construction Management and Inspection for the City's Safe Routes to Schools project. Work was performed at five local schools within the City of Richmond. Work is located on the streets surrounding the schools and includes concrete sidewalks, ADA accessible ramps, crosswalks, flashing beacon warning lights, bike lanes, pavement markers, pavement striping, signs, bulb-outs, and safety islands.

This project participated in the CalTrans Local Assistance Program. Swinerton prepared and completed the CalTrans documentation requirements, including field daily reports, weekly work day statements, DBE tracking forms, review of certified payrool and pay application quantities.

City of Concord Monument Trail Phase 1

LOCATION
Concord, California

CLIENT
City of Concord

DESIGN ENGINEER
Nolte Vertical 5 (NV5)

VALUE
$470,000

COMPLETION
March 2013

PROJECT HIGHLIGHTS
- Construction Management
- CalTrans Project
- Class 1 Bicycle Trail
- Federal-Aided Project
- SWPPP

REFERENCE
Mr. Jeff Rogers
Project Engineer
City of Concord
1950 Parkside Drive
Suite 250 Ms/40
Concord, CA 94519
(925) 671-3108
JRogers@ci.concord.ca.us

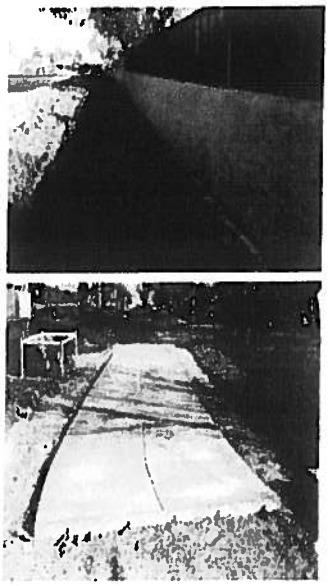
Mr. Mario Camorongan
City Engineer
City of Concord
1850 Gasoline Alley
Concord, CA 94520
(925) 671-3021

Swinerton Management & Consulting provided Construction Management services for the construction of a Class 1 Bicycle trail that parallels State Route 242.

Work included traffic control, concrete pavement and asphalt concrete pavement over lime-treated sub-base including bicycle trail markings and signage, concrete curb and gutters, drainage facilities, landscape and irrigation, electrrical power pedestal and electrical lighting.

As a Federally-Funded project, special provisions included listing of subcontractors, Disadvantaged Business Enterprise (DBE) participation of 6%, prevailing wage rates and Buy America provisions. Swinerton Management & Consulting scope of services included management of the general contractor's work, construction administration, field inspections, photographic documentation, utility coordination including QSD/QSP quality assurance services to monitor general contractor's implementation of the SWPPP plus SMARTS logging after storm events, including documentation and draft of the SWPP Plan review prior to bidding.

Trail was constructed on top of an existing high risk utility line that runs the entire length of the trail project.



City of Menlo Park Sharon Heights Pump Station Reconstruction

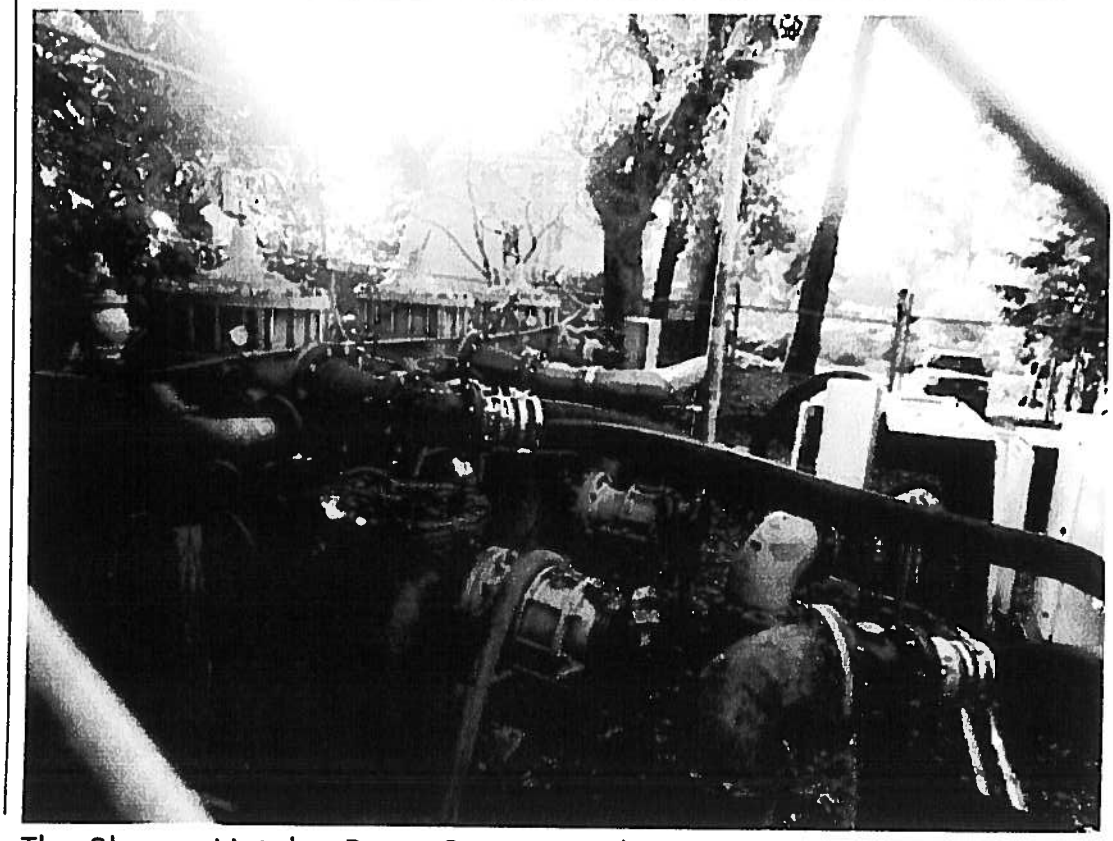
LOCATION
Menlo Park , California

CLIENT
City of Menlo Park

COMPLETION DATE:
February, 2015

VALUE:
$3,900,000.00

REFERENCE
City of Menlo Park
Engineering Services
Manager/
City Engineer
Mr. Fernando Bravo,
P.E.
(650) 339-1503



The Sharon Heights Pump Station Replacement Project provides for a new pump station to replace existing three outdoor pumps, a portable emergency diesel generator, and electrical switchgear. The new pump house is designed to reduce noise and improve security.

Swinerton Management & Consulting (SMC) provided pre-construction services including constructability reviews and bidder pre-qualification. SMC is currently providing full construction management services including RFIs, submittals, schedule and budget management, changer orders, field inspections and daily inspection reporting,

Daily project inspections are also part of the services SMC provides to the client, along with monitoring the SWPPP Plan implementation, prepare weekly construction meetings agendas and minutes, chair the weekly construction meetings, processing progress payments, negotiating change orders, updating the City's website monthly, developing punch list for project acceptance and other related duties. And coordinating project logistics between the contractor, the designer and the home owner association as the pump station project is adjacent to an upscale neighborhood

City of Milpitas New City Hall Project

LOCATION
Milpitas, California

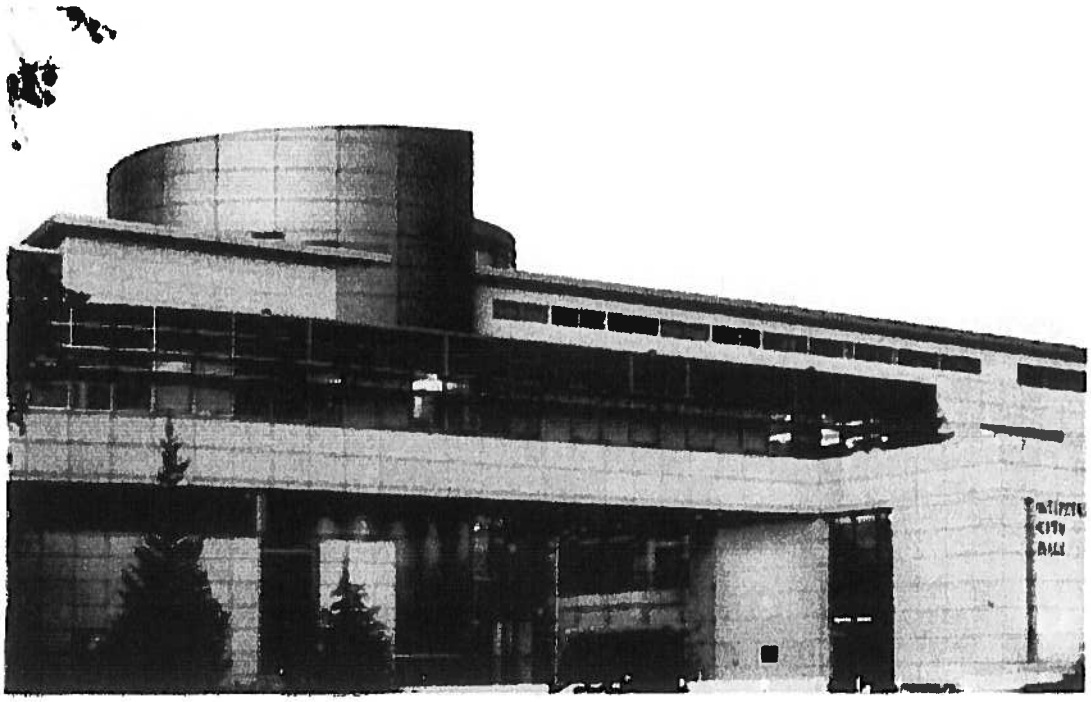
CLIENT
City of Milpitas

COMPLETION DATE:
SEPTEMBER, 2002

VALUE:
$39,000,000.00

REFERENCE:
CITY OF MILPITAS
ENGINEERING
MR. MICHAEL
BOITNOTT
(408) 586-3315

DESIGNER:
STUDIOS ARCHITECTS
SAN FRANCISCO, CA.



The Milpitas City Hall project replaced the old City Hall building which was structurally deficient and functionally obsolete and undersized. This project is a new four story building with 60,000 square feet of office and meeting space, including a 90 car underground parking garage. The City chose a complex multiple prime construction delivery method to expedite the schedule and mitigate rising construction costs. SMC provided assistance with construction management , scheduling, estimating, resolving unforeseen issues and mitigating extra costs.

City of San Carlos East Side Connect & Old County Road Utility Underground

LOCATION
San Carlos, California

CLIENT
City of San Carlos

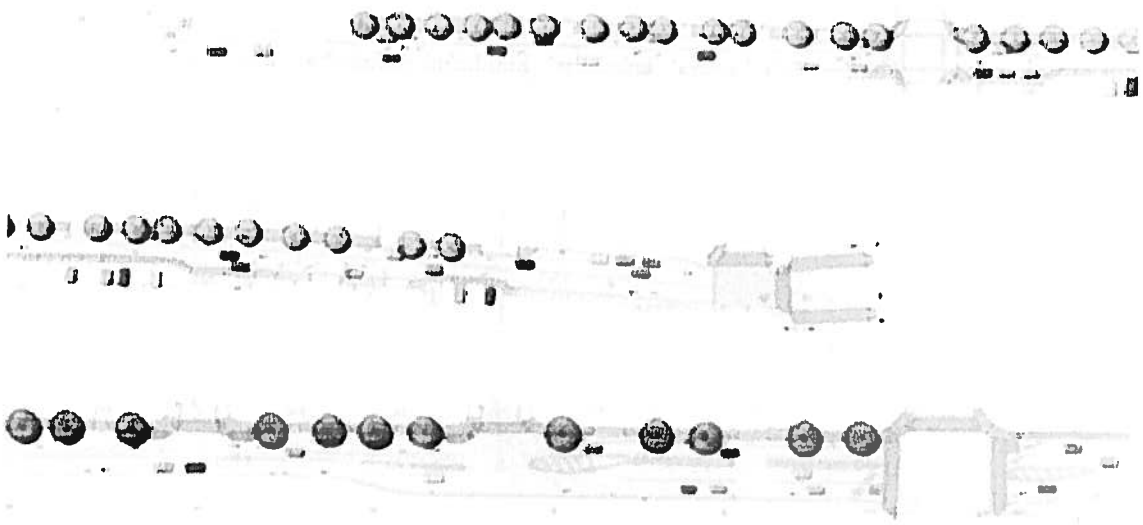
COMPLETION DATE:
SEPTEMBER, 2002

VALUE:
$5,000,000,00

COMPLETION DATE:
June, 2014

REFERENCE:
San Carlos Engineering
Mr. Matt Lee, City Engineer
650-802-4201

DESIGNER:
BKF Engineers
Santa Clara, CA.



East Side Connect project and Old County Road utility undergrounding are two separate projects award to two different contractors, within the same project limits. Due to funding restrictions and time constraints, they were not combined as one project. SMC is responsible for providing full construction management services for ongoing job site coordination, contract administration, change orders, submittals, Requests for information, coordination with funding agencies and utilities, weekly construction meetings, all project documentation and administration in accordance with Caltrans LAPM, ongoing Public Outreach to businesses and residents, budget and schedule management, daily inspection & field reports, field measurement of work completed, approval recommendation of contractor progress payments, and project closeout.

5. INSURANCE STATEMENT

5. Insurance Statement

Swinerton has reviewed the Request for Proposal and the Sample Agreement for Engineering Services between the City of San Pablo and the consultant and takes no exception to the Insurance requirements. Swinerton's insurance will meet the City's requirements.

6. CONFLICT OF INTEREST STATEMENT

6. Conflict of Interest Statement

Swinerton declares that it has not made any contributions to any City of San Pablo public official (hired or elected), or to volunteers serving on review commissions having an influence on this work or related projects in the cities of Richmond and San Pablo, nor has Swinerton been involved in contracts with and/or ownership interest in potentially affected private properties within the City of San Pablo.

Swinerton Management & Consulting
260 Townsend Street
San Francisco, California 94107
(415) 984-1261 phone
(415) 984-1292 fax
www.swinerton.com

CITY OF SAN PABLO
City of New Directions

CITY OF SAN PABLO

Public Works Department
13831 San Pablo Avenue, Bldg. #3
San Pablo, California 94806
(510) 215-3030 • Fax (510) 215-3031

Amendment No. 1

Consultant Services Agreement
Staff Augmentation Services

This Amendment between the City of San Pablo and Harris & Associates ("Consultant"), dated for convenience May 1, 2014 is made pursuant to the provisions of the Agreement between the parties executed on or around February 4, 2014. It is the intent of the parties to amend the terms and conditions of the Agreement as follows:

1. Scope of Services: Section (1) of the Agreement is revised to reflect work described in the attached RFP (request for proposals) March 10, 2014 and the attached Proposal dated March 26, 2014 submitted by Consultant. The City intends to primarily assign office engineering (subdivision plan review, city traffic engineering, prepare 5 year CIP, technical studies, geotechnical reviews, plan reviews) inspections, and grant applications tasks to Consultant.

2. Compensation: Section (2) of the Agreement is revised to reflect the estimated fees for the additional work covered by this Amendment, with a not to exceed value of $ 100,00, subject to the following provisions:
   a) The initial value of this amendment is $50,000, of which only $ 20,000 may be expended for the remainder of the current fiscal year (to June 30, 2014). The balance would be available in the next fiscal year (2014/15) beginning July 1, 2014.
   b) An additional amount of $50,000 could be authorized in writing in the next fiscal year (2014/15) if required and if performance meets expectations
   c) If the full value of this amendment, $100,000, is authorized, the new not to exceed value of the agreement would be $125,000.

   Section (2) is also revised to include provisions in the RFP and its referenced sample agreement: Consultant employees who are assigned to be on site at city hall shall be billed for hours on site (with no travel time or other expenses).

3. Effective Date and Term: Section (4) of the agreement is revised to include provisions in the RFP and its referenced sample agreement: since the termination date is later than the end of the fiscal year, continuation of the agreement beyond June 30, 2014 will be contingent upon lawful encumbrance or appropriation of new funds.

4. Billings: Section (6) of the agreement is revised to include provisions in the RFP and its referenced sample agreement:

Consultant employees who are assigned to be on site at city hall shall be billed for hours on site (with no travel time or other expenses). Consultant costs (clerical, accounting or other) to prepare bills shall not be included in the billings, and shall be considered paid and included in hourly rates for designated providers of services (see Section 13 herein).

Billings shall delineate the work performed by categories listed in the RFP (Exhibit C) and also, where applicable, by City project #.

5. Termination: Provisions for termination of this Amendment shall be in accordance with Section (20) of the Agreement.

6. Time is of the Essence: Consultant's services shall be completed in a timely manner to meet the needs of the Public Works Dept.

7. Nothing in this Amendment shall be construed as a waiver of either party's right to pursue any and all legal remedies for any prior breach of this Agreement.

8. Except as amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Consultant has executed this amendment, and the City, by its City Manager, who is authorized to do so, has executed this amendment.

CONSULTANT

Dated:_____ By _____

Title _____

CITY OF SAN PABLO

Dated:_____ By _____
City Manager

Approved as to form: Approved as to content:

_____ _____
City Attorney Engineering Services Manager

Attachments:
RFP, March 10, 2014
Harris Proposal, 3-26-2014

Authorizing Resolution #2014-

Note: The value of this amendment results in an agreement value exceeding $25,000, and therefore CC action is required.

Distribution:
Original - City Clerk
Copies – Finance (PO request to be attached to increase PO#302 by $ 100,000)
Engineering
Consultant

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AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF SAN PABLO AND _____

THIS AGREEMENT, dated for convenience _____, is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City "), whose address is 13831 San Pablo Ave., San Pablo, California 94806, and _____, (hereinafter referred to as "Consultant"), whose address is _____, Telephone _____, for city engineering/staff augmentation services.

RECITALS:

WHEREAS, the City desires to augment its engineering/public works staff due to the retirement of its Public Works Director.

WHEREAS, Consultant desires to enter into the agreement described herein with the City as an independent contractor;

WHEREAS, Consultant has represented to City, and does in fact have the special training, skill, competence and expertise necessary to perform the services contemplated herein;

WHEREAS, the City desires to engage a professional who will act at all times with the City's best interest in mind and who will respect the trust and confidence placed in that professional by the City;

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

AGREEMENT:

(1) Scope of Service.

Term and Scope of Services

Consultant agrees to provide city engineering/staff augmentation services to the City in conformance with the proposal submitted by Consultant, _____, hereinafter referred to as Exhibit A, the cost proposal submitted by Consultant, dated _____, hereinafter referred to as Exhibit B, and the City's Request for Proposal, dated March 10, 2014 hereinafter referred to as Exhibit C, all of which are attached and incorporated herein by reference. In the event of any discrepancy between any of the terms of Consultant's proposal, the City's Request for Proposal, and this agreement, the terms most favorable to the City shall prevail.

Consultant shall provide the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto, including, but not limited to, the following:

Quality of Performance

Consultant agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein.

Consultant shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager shall determine whether services provided by Consultant pursuant to this Agreement are satisfactory to the City. If during the course of this Agreement, it is determined services being provided are not satisfactory, Consultant shall take such corrective action as the City may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the City's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(2) **Compensation**.

Notwithstanding any contrary indications which may be contained in Consultant's proposal, in exchange for the satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments and outcomes identified herein and in the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed $100,000 paid on a time and materials basis in accordance with the Exhibits herein. Consultant employees who are assigned to be on site at city hall shall be billed for hours on site (with no travel time or other expenses).

Consultant shall be paid within thirty (30) days of receipt of billings for work completed and approved. Invoices shall be submitted containing all information contained in paragraph 6 "Billings" below. In no event shall Consultant be entitled to compensation for extra work unless an approved change order, or other authorization describing the extra work and payment terms, has been executed by City prior to the commencement of the work.

Invoices must be signed by an authorized representative of Consultant, who shall verify that the invoiced services have been performed.

(3) **Changes In Work-Extra Work.** In addition to services described in section 1, the parties may from time to time agree in writing that Consultant, for additional compensation, shall perform additional services. The City and Consultant shall agree in writing to any changes in compensation and/or changes in Consultant's services prior to the commencement of any work. If Consultant deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Consultant shall immediately inform the City in writing of the fact. The City shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide compensation to the Consultant in accordance with an agreed cost that is fair and equitable.

This cost will be mutually agreed upon by the City and Consultant. A supplemental agreement providing for such compensation for extra work shall be negotiated between the City and the Consultant.

(4) **Effective Date and Term**. The effective date of this agreement is [redacted] and it shall terminate on [redacted]. *[If the termination date is later than the end of the fiscal year, the agreement must provide that continuation of the agreement beyond that date will be contingent upon lawful encumbrance or appropriation of new funds.]*

(5) **Independent Contractor Status**. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the City. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this agreement. Consultant shall not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and desires. In any case where an opportunity is made available to Consultant, Consultant will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the City. If Consultant accepts an engagement, such an acceptance is deemed an affirmative admission that Consultant possesses the necessary skills, background, and licenses to perform the needed services. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the work set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration or termination of this agreement, Consultant will sign a new contract.

(6) **Billings**. Consultant's bills shall include the following information: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, the current contract amount, amount previously billed, total paid to date, outstanding balance, current invoice amount, total amount billed against the contract, amount remaining in contract, and the consultant's signature. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performances of this agreement shall be incurred at the Consultant's discretion. Such expenses shall be Consultant's sole financial responsibility

Consultant employees who are assigned to be on site at city hall shall be billed for hours on site (with no travel time or other expenses). Consultant costs (clerical, accounting or other) to prepare bills shall not be included in the billings, and shall be considered paid and included in hourly rates for designated providers of services (see Section 13 herein).

Billings shall delineate the work performed by categories listed in the RFP (Exhibit C) and also, where applicable, by City project #.

(7) **Advice and Status Reporting**. Consultant shall provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to City such information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant shall notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after discovery of the same.

(8) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described within the proposal of services submitted to the City shall upon request be available for review by the City, and copies of pertinent reports and correspondence, upon written request, shall be furnished for the files of City. Consultant shall maintain adequate documentation to substantiate all charges for hours and materials charged to City under this agreement. Consultant shall maintain the records and any other records related to the performance of this agreement and shall allow City access to such records for a period of four (4) years after the completion of the work to which records relate.

At City's request, or upon completion or termination of this agreement, Consultant shall return to City all plans, maps, cost estimates, project financial records, reports, and related documents.

All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City and all data prepared or obtained under this contract shall be made available, upon request, to the City without restrictions or limitations on their use.

Consultant and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the City, State, F.H.W.A, and/or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested. Consultant also agrees to submit all records, books, documents, and related material for audit evaluation by the City, State, F.H.W.A., or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

(9) **Written Reports and Documents.** In accordance with Government Code section 7550, any document or written report prepared by Consultant for or under the direction of City shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this agreement, the disclosure section may also contain a

statement indicating that the total contract amount represents compensation for multiple documents or reports.

(10) Record and Fiscal Control System

Consultant shall maintain its financial records and fiscal control systems in a manner that meets the approval of the City; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, worker's compensation and other taxes as may be due; and unless exempt, procure and maintain a City of San Pablo Business License. Consultant shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(11) Access to Records; Audits

The City shall have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(12) Consultant's Testimony. Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's services.

(13) Designation of Primary Provider of Services. This agreement contemplates the services of Consultant firm, _____. The primary provider(s) of the services called for by this agreement shall be _____, who shall not be replaced without the written consent of City

(14) Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this agreement. If City asks Consultant to remove a person assigned to the work called for under this agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) Assignment and Subcontracting. It is recognized by the parties that a substantial inducement to City for entering into this agreement was, and is, the reputation and competence of Consultant. The assignment of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of City's Public Works Engineering Services Manager. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City's Public Works Engineering Services Manager.

(16) Insurance.

A. **General, Automotive, and Employer's Liability, and Workers' Compensation Provisions.** On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required

of the Consultant has also been obtained for the subcontractor. Consultants shall maintain limits no less than set forth below. If the consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the consultant.

1. **General Liability:** **$2,000,000**
   (Includes operations, products and completed operations.)

   Per occurrence for bodily injury, personal injury, and property damage.

2. **Automotive Liability:** **$1,000,000**

   Per accident for bodily injury and property damage

3. **Workers' Compensation: As Required by the State of California.** The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

4. **Employers' Liability:** **$1,000,000 each accident;**

$1,000,000 policy limit bodily injury by disease, **$1,000,000** each employee bodily injury by disease.

5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Consultant's insurance policy, or as a separate owner's policy.

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

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.

- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

(i) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

(iv) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(vi) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.

Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of City Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

7. Waiver of Subrogation.

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

8. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

9. Verification of Coverage

Consultant shall furnish the City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the city, unless the insurance company will not use the City's forms. All endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications.

10. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

B. **Professional Liability.** Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one (1) million dollars covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible or self-insured retention shall not exceed $50,000 per claim.

(ii) Notice that cancellation, material change, or non-renewal must be received by the City at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

(iii) The policy must contain a cross liability or severability of interest clause.

(iv) The following provisions shall apply if the professional liability coverages are written on a claims-made form:

1. The retroactive date of the policy must be shown and must be before the date of the agreement.

2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.

3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of five years

after completion of the agreement or the work. The City shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this agreement.

(v) The policy shall not allow for "eroding coverage."

C. **City Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;

(ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

(iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's breach.

(17) Standard of Care. It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner consistent with the standard of care of the of the industry, and Consultant thus agrees to so perform the work. Acceptance by City of the work performed under this agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a manner consistent with the standards of the profession. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(18) Indemnification

A. To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its directors, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

B. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

C. The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

(19) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Consultant shall not be required to obtain a City of San Pablo Business License, as allowed under SPMC 5.04.040. c.

(20) Nondiscriminatory Employment Practices and Compliance With Law.

Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

(21) Termination.

A. City may terminate this agreement at its sole discretion at any time prior to completion by the Consultant of the services required hereunder. Notice of termination of this agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Consultant. If the City should terminate this agreement, the Consultant shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or his employees, or services of others ordered by the Consultant or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or his employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with percentage of project completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Consultant. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this agreement for cause by providing Consultant with one day's written notice of such termination should Consultant violate any of the terms and conditions of this agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon City's termination of this agreement for cause, City reserves the right to complete the work by whatever means City deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing its services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(22) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant:

To the City: City Manager
13831 San Pablo Avenue
San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(23) **Ownership of Materials**. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(24) **Amendments**. This agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

(25) **Abandonment by Consultant.** In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Consultant agrees to be financially responsible to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the contract had Consultant completed the project.

(26) **Waiver.** The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

(27) **No Third-Party Rights**. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

(28) **Severability**. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

(29) **Compliance with Laws**. In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all work done under this agreement will be in compliance with

all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(30) Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

(31) Breach. In the event that Consultant fails to perform any of the services described in this agreement or otherwise breaches the agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(32) Inspection by Other Agencies. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which gave provided grant funding (if any) for the subject Project and the City may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.

(33) Conflict of Interest. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code ' 81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by city staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(34) Copyright. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

(35) Time is of the Essence. In the performance of this agreement, time is of the essence. Consultant shall be available to begin performance of services under this agreement immediately

upon written notification of the execution of this agreement. All work as outlined in the scope of services in Exhibits A and B shall be completed in a timely manner to meet the needs of the City Public Works Department.

(36) Whole Agreement. This agreement has ( ) pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(37) Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

APPROVED AS TO FORM:

By _____
Brian M. Libow, City Attorney

CITY OF SAN PABLO
A Municipal Corporation

By _____
Matt Rodriguez, City Manager

[NAME OF CONSULTANT]

By _____
Consultant, [Title]

APPROVED AS TO CONTENT:

By _____
Engineering Services Manager,
Public Works Dept.

Dated _____

Attachments: Exhibit A: _____
Exhibit B: _____
Exhibit C: RFP, 3-10-2014

source: Jan 2012 n drive

April 23, 2014

Mr. Scott Christie, PE
Engineering Services Manager
City of San Pablo
Public Works Department
13831 San Pablo Avenue, Bldg. #3
San Pablo, CA 94806

Via email to *scottc@sanpabloca.gov*

Subject: Swinerton Management & Consulting Hourly Rates

Dear Mr. Christie:

Per your request, attached is a rate sheet for Swinerton Management & Consulting (SMC).

Our hourly rates are based on our 2012 FAR Audit and are in compliance with FAR regulations. We know that this can be very important in the event the City is the recipient of federal funds for infrastructure work.

Our 2013 FAR audit lags behind several months and may not be completed until late this year. As a service organization that is built to provide customer service, the hourly rates quoted will be honored through the FY 14-15 fiscal year (through June 30, 2015).

If you have any questions or need any additional information, please call me at 925-270-5636, or you may reach me by email at raddiego@swinerton.com.

Very truly yours,

Bob Addiego
Sr. Project Manager
Swinerton Management & Consulting

City of San Pablo

PM / CM Staff Augmentation Services
April 23, 2014

Swinerton Management & Consulting
Hourly Rates
Revised 4/9/14

Position	Hourly Rate
Principal in-Charge	$220
Project Executive	$170
Sr. Project Manager	$153
Sr. Inspector	$119
Project Manager/RE	$125 - $130
Office Engineer	$105 - $115

Note:

1. Hourly rates are inclusive of salaries, benefits, overhead, travel within the Bay Area Metropolitan Area, cell phone, laptop, and office consumables.
2. Hourly Rates are based on 2012 FAR Audit and are in compliance with FAR regulations and requirements.

REQUEST FOR COUNCIL ACTION

CITY of SAN PABLO
City of New Directions

PREPARED BY: Christine Jung, Admin Intern **DATE OF MEETING:** May 5, 2014

DATE: April 28, 2014 **PHONE:** (510) 215-3008

SUBJECT: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO (1) AUTHORIZING AN EXPENDITURE IN THE AMOUNT OF UP TO $45,000 FOR THE ALL-AMERICA CITY AWARD CONFERENCE REGISTRATION, TRAVEL, LODGING AND PRESENTATION MATERIALS (2) ESTABLISHING AN ALL-AMERICA CITY AD-HOC SUBCOMMITTEE**

APPROVED: _____ _____ _____
DEPARTMENT HEAD / CITY MANAGER CITY ATTORNEY

RECOMMENDATION

The City Manager recommends the City Council adopt by Resolution, as follows: 1) Authority to expend a total of $45,000 from the City Manager Contingency Account for the All-America City Award program costs; and 2) Establish an All-America City Award Ad-Hoc Subcommittee (Mayor and Vice Mayor) per SPMC 2.16.070 to work with staff and community members to develop the All-America City Presentation.

COMPLIANCE STATEMENTS

FY 2013-15 Council Priority Workplan:
City Branding or Promotion Program is an adopted policy item under the FY 2013-15 Annual City Council Priority Workplan, effective July 1, 2013.

CEQA Compliance Statement
This is not a project as defined by CEQA.

BACKGROUND

In April 2014, San Pablo was chosen as a finalist for the National Civic League's 2014 All-America City (AAC) Award. The award recognizes communities that demonstrate innovation, inclusiveness, civic engagement, and cross-sector collaboration through successful efforts to address pressing local challenges. Winning the AAC Award will benefit our community as a potential economic stimulus and will increase civic engagement.

All finalist communities have been invited to Denver, CO for a weekend conference from June 13-15, 2014. The conference will consist of presentation rehearsals, a reception, workshops, presentation before an AAC jury panel, a Civic Action Fair, a Cultural Entertainment Showcase, AAC Ideas Festival, and an award ceremony. The most important part of the conference is a 10 minute presentation before an AAC Jury explaining why San Pablo should be named an All-America City. Communities on average bring a delegation of

Departmental Coordination
☐ Dev. Services _____ ☐ Finance _____
☐ Police _____ 0271 ☐ Public Works

30 people who can represent the city and speak about the community and the projects that were included in the AAC application. The National Civic League strongly encourages youth and true community representation. As recommended, San Pablo will select a delegation of approximately 30 people who are a part of our city's most innovative programs, can represent our city's diverse population and our community's civic engagement. The delegation will travel to Denver, CO on Thursday, June 12th and return on Monday, June 16th.

A City Council Ad-Hoc Subcommittee (Mayor and Vice Mayor) will work with staff and community members to develop the All-America City presentation.

The San Pablo Economic Development Corporation has initiated fundraising efforts for the delegation.

FISCAL IMPACT

A total of $45,000.00 is needed for the purpose of paying for the All-America City delegation's conference registration, travel, lodging and presentation materials. This funding is available in the City Manager Contingency Account (100-1310-44444). No additional appropriation is needed.

ATTACHMENTS

Attachment A: All-America City Finalists Press Release

RESOLUTION 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO (1) AUTHORIZING AN EXPENDITURE IN THE AMOUNT OF UP TO $45,000 FOR THE ALL-AMERICA CITY AWARD CONFERENCE REGISTRATION, TRAVEL, LODGING AND PRESENTATION MATERIALS (2) ESTABLISHING AN ALL-AMERICA CITY AD-HOC SUBCOMMITTEE

WHEREAS, *City Branding or Promotion Program* is an adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013; and

WHEREAS, San Pablo was chosen as a finalist for the National Civic League's 2014 All-America City (AAC) Award; and

WHEREAS, the AAC award recognizes communities that demonstrate innovation, inclusiveness, civic engagement, and cross-sector collaboration through successful efforts to address pressing local challenges; and

WHEREAS, winning the AAC Award will benefit our community as a potential economic stimulus and will increase civic engagement; and

WHEREAS, all finalist communities have been invited to Denver, CO for a weekend conference from June 13-15, 2014. The conference will consist of presentation rehearsals, a reception, workshops, presentation before an AAC jury panel, a Civic Action Fair, a Cultural Entertainment Showcase, AAC Ideas Festival, and an award ceremony; and

WHEREAS, the most important part of the conference is a 10 minute presentation before an AAC Jury explaining why San Pablo should be named an All-America City. Communities on average bring a delegation of 30 people who can represent the city and speak about the community and the projects that were included in the AAC application; and

WHEREAS, as recommended, San Pablo will select a delegation of approximately 30 people who are a part of our city's most innovative programs, can represent our city's diverse population and our community's civic engagement; and

WHEREAS, a City Council Ad-Hoc Subcommittee (Mayor/Vice Mayor) is designated and will work with staff and community members to develop the All-America City presentation; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Pablo authorizes an expenditure of an amount not to exceed $45,000.00 for the purpose of paying for the All-America City delegation's conference registration, travel, lodging and presentation materials. This funding is available in the City Manager Contingency Account (100-1310-44444).

* * * * * * *

Adopted this 5th day of May, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

ATTEST:

Ted J. Denney, City Clerk

APPROVED:

Paul V. Morris, Mayor

Attachment A: All-America City Finalists Press Release

2014 All-America City Finalists Announced!

The National Civic League announced the finalists for the 2014 All-America City Awards. They are:

- Montgomery, Alabama
- San Pablo, California
- Whittier, California
- Brush, Colorado
- Fort Lauderdale, Florida
- Tarpon Springs, Florida
- Cedar Rapids, Iowa
- Meriden, Iowa
- Columbus, Indiana
- Chelsea, Massachusetts
- Dedham, Massachusetts
- Pittsfield, Massachusetts
- Somerville, Massachusetts
- Marquette, Michigan
- Kenmore, New York
- Canton, New York
- Independence, Oregon
- Providence, Rhode Island
- Knoxville, Tennessee
- Brownsville, Texas
- Marshall, Texas
- Hampton, Virginia
- Portsmouth, Virginia
- Yakima, Washington
- Eau Claire, Wisconsin

We look forward to hosting these communities, and to announcing the winners on Denver on [illegible] of the All-America City Awards. Visit National Civic League Board Chair Mayor Marshall E. Hancock of Denver, "All-America city finalists are at the forefront of nationwide movement to find innovative, community-based solutions to the issues that face our cities. From stepping out kids to compete and succeed in the 21st century to promoting livable neighborhood revitalization, their ideas often start in one community and later become best practices for others."

This year's awards have a special focus on successful efforts to address the underlying conditions that affect the health of communities. As part of NCL's celebration of the 25th anniversary of the U.S. Healthy Communities movement, the All-America City Awards will spotlight programs that address issues such as poverty, walkable cities, safety, fitness, healthy eating and disease prevention.

"Your zip code is more important than your DNA code when it comes to health," noted Anne Wenzel, president and CEO of the Colorado Health Foundation. "Therefore designing our communities with opportunities for physical activity and access to healthy food is critical to improving health outcomes. People are demanding healthy housing and healthy work places. As a result, community builders want to provide it. We are overjoyed that the All-America City Award celebrates communities with the foresight to make health a priority and encourages other communities to implement policies that encourage building for health."

Sponsors of the 2014 All-America City Awards are Southwest Airlines, The Official Airline of the All-America City Awards Campaign for Grade-Level Reading, Colorado Health Foundation, The Colorado Trust, Kaiser Permanente, Daniel Straub, DPT, Executive Director, Community Association, Data Center of Colorado, FirstBank, Gates Family Foundation, The Piton Foundation, Dr. Anthony Iaquinto, City of Aurora, Colorado; City and County of Denver, Colorado; City of Lakewood, Colorado; City of Dublin, California; City of Pleasanton, California; City of Rancho Cordova, California.

Communities vying for All-America City status fill out applications telling their examples of successful community change and describing their citizen engagement, collaboration, innovation and resident impact. They may present in a city of their peers and receive the annual award winners. The 2014 All-America City Awards will be announced June 1 at the Mile High Denver. More than 500 communities have received the award since its beginning in 1949.

April 2014 | Comments | View Post

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REQUEST FOR CITY COUNCIL ACTION

CITY of SAN PABLO
City of New Directions

PREPARED BY: Michele Rodriguez, Manager **DATE OF MEETING:** May 5, 2014

DATE: April 24, 2014 **PHONE:** (510) 215-3031

SUBJECT: CITY COUNCIL AUTHORIZATION TO SPONSOR A COMMUNITY FILM SERIES "DESIGNING HEALTHY COMMUNITIES" REGARDING THE IMPACT OF OUR BUILT ENVIRONMENT ON PUBLIC HEALTH.

APPROVED: _____ _____ _____
DEPARTMENT HEAD CITY MANAGER CITY ATTORNEY

RECOMMENDATION

The City Council authorize the Planning Commission to co-host the film series "Designing Healthy Communities".

COMPLIANCE STATEMENTS

FY 2013-14 Council Priority Workplan Compliance Statement

The *Healthy Eating Active Living Campaign* is an adopted policy item under the FY 2013-14 Council Priority Workplan, effective July 1, 2013.

CEQA Compliance Statement

This is not a project as defined by CEQA.

BACKGROUND

At its April 15, 2014 meeting, the Planning Commission supported Commissioner Xavier's request to co-sponsor a film series on the built environmental and public health. If approved, the Planning Commission, with the League of Women Voters West Contra Costa County will co-host a four-part film series titled Designing Healthy Communities which looks at the impact our built environment has on obesity, diabetes, heart disease, asthma, cancer and depression.

The four, one-hour films showcase the following topics:

- Links between obesity and Type 2 diabetes.
- US industry and manufacturing impacts to cities.
- People's right to live in a clean, healthy environment.
- Examples of healthy, sustainable communities

Departmental Coordination

☐ Dev. Services _____ ☑ Finance _____

☐ Police _____ ☐ Public Works _____

Commissioner Xavier intends to outreach to the Childhood Obesity Task Force for marketing and outreach volunteer support. The Development Service staff will provide additional planning and implementation assistance as needed. City Council members are also invited to volunteer.

FISCAL IMPACT: The films are no cost. Coordination activities will be provided by Planning Commission, Development Services, and volunteers from the Childhood Obesity Task Force. Development Services will provide $200 toward snacks.

ATTACHMENTS

Attachment A	Summary of Film Series Episodes
Attachment B	Dr. Richard Jackson's, Narrator brief professional history

Departmental Coordination

☐ Dev. Services _____ ☐ Finance_____

☐ Police _____ ☐ Public Works _____

EXHIBIT A

"Designing Healthy Communities", a 4-hour series, Host/Narrator Richard Jackson, MD, MPH, looks at the impact our built environment has on obesity, diabetes, heart disease, asthma, cancer and depression. Dr. Jackson connects bad community design with burgeoning health costs, then analyzes and illustrates what citizens are doing about this urgent crisis by looking upstream for innovative solutions. Today's generation of children are likely to have shorter lives than their parents because of their unhealthy lifestyles. Well-designed communities can improve both physical and mental health.

In the first episode, Dr. Jackson investigates the link between our nation's obesity and Type 2 Diabetes epidemic with urban sprawl fueled by car dependency. To prevent disease through better urban planning, Boulder, CO redesigns the city to make bicycles a safe alternative transportation. Two Denver suburbs transform dead malls into mixed use and public transit-centered communities. An abandoned mall in Georgia gains new life as a K-8th grade charter school. And two former grad students from Georgia Tech create visionary projects that are forever changing the face of Atlanta.

Episode 2 focuses on the problems caused when U.S. industry and manufacturing collapsed or went elsewhere. Cities like Elgin, IL, and Syracuse, NY, (like many communities in the United States) were left with the task of redefining themselves. Leading the way to a greener, more sustainable Elgin is a group of high school students. Despite many innovative programs to get Syracuse back on its feet, the city struggles with the larger problem of Lake Onondaga, the most polluted lake in our nation. Local Native American Onondaga tribal leader, Oren Lyons, leads a movement to restore Lake Onondaga. And in Riverside, CA, 16-year old science prodigy, Otana Jakpor, has a personal reason for her war against air pollution. She takes her battle all the way to the White House.

Episode 3 covers every citizen's right to live in a clean, healthy environment. This isn't the case for many low-income neighborhoods, built near big transportation hubs and struggling industrial cities like Oakland, CA and Detroit, MI. We meet a morbidly obese grandmother struggling to raise seven grandchildren, all of whom have asthma as a result of living near the Port of Oakland. The city of Detroit resembles an abandoned war zone. Yet, hope blossoms in both. Health officials, community activists and a new breed of young Urban Pioneers are working to fix their cities by transforming urban wilderness and food deserts into inspirational new models for other troubled communities.

In Episode 4, Dr. Jackson searches past and present America for healthy, sustainable communities of all sizes and shapes that can serve as models for the rest of the nation. His journey takes him to Roseto, PA, Prairie Crossing, IL, New York City, Charleston, SC, and the forgotten 1960s urban renewal project of Lafayette Park in Detroit, MI.

The League of Women Voters West Contra Costa County is presenting a film series on several topics in 2014, and Designing Healthy Communities is one that they hope to share with other communities. The descriptions of the episodes of Designing Healthy Communities were excerpted from the official website of this PBS series, http://designinghealthycommunities.org/ Subjects that are discussed in these films are related to ideas that the City of San Pablo has in its plans for the future.

As a member of the Board of Directors of this LWV chapter, I am hoping that the Planning Commission will recommend to the City Council that the City of San Pablo pursue the concept of holding an event in partnership with the League of Women Voters, and present this series of films in a workshop as an educational event.

EXHIBIT B

Dr. Richard Jackson

Richard J. Jackson has done extensive work in the impact of the environment on health, particularly relating to children. Dr. Jackson chaired the American Academy of Pediatrics Committee on Environmental Health. He worked to reduce pesticide threats in California, and has expertise in epidemiology, infectious diseases, toxicology and leadership. Over the past decade much of his work has focused on how the 'built environment' affects health. He has served on the Board of Directors of the American Institute of Architects and has written and spoken extensively in the above areas. He is an elected honorary member of the American Society of Landscape Architects. Currently, Dr. Jackson has been working on policy analyses of environmental impacts on health ranging from toxicology, chemical body burdens, terrorism, sustainability, climate change, urban design and architecture. He has received the highest honor of the American Public Health Association, the Sedgwick Memorial Medal. In 2011 he was elected to the Institute of Medicine of the National Academy of Sciences.

While in California he helped establish the California Birth Defects Monitoring Program and state and national laws to reduce risks from pesticides, especially to farm workers and to children. He served in the highest California Public Health position where he advanced the state's disease preparedness efforts and public health effort to reverse the obesity epidemic. He was instrumental in the re-creation of the California Department of Public Health, separated from the insurance functions from the former Department of Health Services.

Dr. Jackson served 15 years at the CDC where he established the National Asthma Epidemiology and Control Program and advanced the childhood lead poisoning prevention program. He instituted the current federal effort to "biomonitor" chemical levels in the US population. He was the US lead under several US government efforts around health and environment in Russia, including radiation threats. In the late 1990s he was the CDC leader in establishing the US National Pharmaceutical Stockpile to prepare for terrorism and other disasters—which was activated on September 11, 2001.

In 2006 he received the Breast Cancer Fund's Hero Award, as well as Lifetime Achievement Awards from the Public Health Law Association, and the New Partners for Smart Growth. Dick Jackson lectures and speaks on many issues, particularly those related to the built environment and health. At the UC Berkeley 2007 Commencement, the School of Public Health graduate students recognized him as the Distinguished Teacher and Mentor of the Year. He coauthored two Island Press Books: Urban Sprawl and Public Health in 2004 and Making Healthy Places published in August 2011. He hosts a 2012 public television special Designing Healthy Communities which links to a separate book by the same name published by J Wiley & Sons in October 2011.

REQUEST FOR COUNCIL ACTION

PREPARED BY: City Manager **DATE OF MEETING:** May 5, 2014

DATE: April 21, 2014 **PHONE:** 215-3001

SUBJECT: **AN ORDINANCE OF THE CITY OF SAN PABLO IMPOSING A TRANSACTIONS AND USE TAX FOR EMERGENCY MEDICAL SERVICES TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION**

APPROVED: _____ _____ _____

DEPARTMENT HEAD CITY MANAGER CITY ATTORNEY

RECOMMENDED ACTION

Waive second reading and adopt ordinance, subject to approval by electorate.

CITY COUNCIL PRIORITY WORKPLAN

In its 2013-15 Council Priority Work Plan, PUBLIC SAFETY, the City Council directed staff to consider the feasibility of Fire Safety Assessment/Evaluation Services, and also the feasibility of a Public Safety Funding Mechanism.

Staff retained the firm of Strategic Research Institute to conduct a survey in late 2013, which indicated that the community looked favorably towards a ¼ % sales tax measure to fund Emergency Medical Services (EMS) at Station 70 in San Pablo.

CEQA COMPLIANCE

The ordinance is exempt from the California Environmental Quality Act under CEQA Guidelines § 15061(b)(3), in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. ConFire will respond to the same medical emergencies as before. The funds raised will be restricted to funding an EMS squad which will respond to emergency medical calls in the City via smaller EMS vehicles rather than larger fire vehicles that get worse gas mileage and emit more emissions. In addition, the activity is not a project under CEQA pursuant to Guidelines Section 15378(b)(5): Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

Departmental Coordination

- ☐ Development Services _____
- ☐ Police _____
- ☑ Finance _____
- ☐ Public Works _____

BACKGROUND

On February 18, 2014, the City Council adopted Resolution 2014-041, calling for and giving notice of a June 3, 2014 election on a proposed ballot measure seeking voter approval of a one-quarter of one percent (0.25%) transactions and use (sales) tax to fund emergency medical services at fire station #70, establishing the policies and procedures for the election, and requesting the County conduct such an election. Although the ordinance will not go into effect unless approved by the voters in the June 3, 2014 election, it also should be "approved" by the City Council prior to the election. It is therefore brought back for adoption at this time.

If approved by the voters, a Transactions and Use (Sales) Tax Ordinance, as authorized by Revenue and Taxation Code section 7285.9 will establish a special tax in the amount of ¼ (0.25) percent, the revenues of which shall only be used to fund Emergency Medical Services at Fire Station #70 in the City of San Pablo; should the County close Station 70, the revenues could only be used to provide alternative EMS services for the City of San Pablo. All funds from this local revenue measure are required to stay in San Pablo to provide EMS services and cannot be taken by the State. Fiscal accountability will be ensured by requiring independent citizens' oversight, mandatory financial audits, and yearly reports to the community.

Ballot Measure Language

The question to be placed before the voters as Measure K on the June 3rd ballot is:

> *"To ensure continued and adequate Emergency Medical Services for San Pablo residents, given the recent threat that County Fire Station #70, which is located in San Pablo, may be downsized or closed and given that Station 70 presently provides 100% of the EMS services for all San Pablo residents, shall San Pablo increase its sales tax by one-quarter percent to fund the creation of an Emergency Medical Services Squad, with mandatory audits, community oversight, and annual reporting."*

Again, this is a special tax requiring the approval of two-thirds of qualified electors' casting votes. The attached ordinance, Exhibit A, at Section 3.26.140, provides for mandatory audits, and community oversight and reporting, through appointment of a committee consisting of San Pablo residents and business representatives. The committee's report and recommendations shall be completed by a date to allow for it to be considered as part of each annual budget process.

FISCAL IMPACT

As sales tax is paid only on the purchase of taxable goods from businesses in San Pablo, this revenue would fluctuate in response to changes in the local, state and national economy, as well as the relocation of retailers into and out of the City's boundaries. As the economy continues to fluctuate, the City would see both positive and negative variations in this revenue source. However, the Finance Department currently estimates that a one-quarter cent sales tax would raise approximately $500,000 per year.

ORDINANCE 2014-

AN ORDINANCE OF THE CITY OF SAN PABLO IMPOSING A TRANSACTIONS AND USE TAX FOR EMERGENCY MEDICAL SERVICES TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

Recitals

WHEREAS, the City Council desires to place a Transactions and Use (Sales) Tax Ordinance, as authorized by Revenue and Taxation Code section 7285.9 and attached hereto as Exhibit A, as a measure before the voters at the June 3, 2014 special election. Such tax shall be a special tax, the revenues of which shall only be used to fund Emergency Medical Services at Fire Station #70 in the City of San Pablo; should the County close Station 70, the revenues shall be used only to provide alternative EMS services for the City of San Pablo;

WHEREAS, City of San Pablo residents are serviced by the Contra Costa County Fire Protection District (ConFire) for their emergency medical and fire protection services. ConFire is currently in a financial crisis. Since 2008, it has seen a $32 million decline in property tax revenue. In January 2012, the County Board of Supervisors approved a Fire Station Closure Plan for County Fire Stations which has closed five (5) fire stations to date (23 Engine Companies Remain). In November, 2012, a County-wide parcel tax measure (Measure Q) failed to garner sufficient 2/3rds vote to pass a $75.00 per residential parcel tax to fund Fire and EMS Services Countywide ($17 million annually if adopted; $68 million over 4 years). ConFire is therefore facing insolvency in FY 2017, with a structural deficit of six million dollars to ten million dollars each year;

WHEREAS, there is only one county fire station in the City of San Pablo, Fire Station 70 in downtown San Pablo. Station 70 provides San Pablo with both fire and emergency medical services. Due to mutual aid agreements, Station 70 also provides service to seven other county unincorporated areas -- (i) Bayview, (ii) Miflin-Barranca, (iii) North Richmond, (iv) Montalvin Manor, (v) Rollingwood, (vi) Tara Hills, and (vii) portions of El Sobrante/East Richmond Heights; and to the City of Richmond through automatic aid agreements;

WHEREAS, the current annual operating expenses required to fund Fire Station 70 amount to $2.8 million per year. The City of San Pablo contributes only approximately $811,000 annually;

WHEREAS, San Pablo's Station 70 is the busiest fire station in Contra Costa County. In 2012, for example, Station 70 responded to a total of 3,672 incidents in its service area. Of that total, 3,147, or 86%, were San Pablo calls. 82.5% of the service calls in San Pablo were EMS calls for Emergency Medical Services. Due to this overwhelming need for emergency medical services for its residents, and the extremely

high cost of fire engines responding not to fire calls, but to EMS calls in the City of San Pablo, the City Council finds that it is essential for the public health, safety and welfare for City residents that a funding method be found to support and ensure EMS response in the City of San Pablo through smaller EMS vehicles instead of more expensive fire vehicles, particularly in light of the threatened impending closure of Doctor's Medical Center;

WHEREAS, all funds from this local revenue measure are required to stay in San Pablo to provide EMS services and cannot be taken by the State. Fiscal accountability will be ensured by requiring independent citizens' oversight, mandatory financial audits, and yearly reports to the community;

WHEREAS, the tax, if approved, would be imposed on the sale of tangible personal property and the storage, use, or other consumption of such property. The tax revenue would be collected by the State Board of Equalization and remitted to the City.

WHEREAS, the transactions and use tax to be submitted to the voters is a special tax that may only be used for the purposes specified in the measure. It shall be approved if the measure receives at least a two-thirds vote at a Special Municipal Election to be consolidated with the general election to be held on June 3, 2014.

THE PEOPLE OF THE CITY OF SAN PABLO DO ORDAIN AS FOLLOWS:

Section 1. Chapter 3.26 is hereby added to the San Pablo Municipal Code to read as follows:

"**3.26.010. Title.** This ordinance shall be known as the City of San Pablo Emergency Medical Services Transactions and Use Tax Ordinance. The City of San Pablo hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.26.020. Operative date. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

3.26.030. Purpose. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.91 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if two-thirds of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.26.040. Contract with State. Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.26.050. Transactions tax rate. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 0.25% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.26.060. Place of sale. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.26.070. Use tax rate. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 0.25% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.26.080. **Adoption of provisions of state law.** Except as otherwise provided in this chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.26.090. **Limitations on adoption of State law and collection of use taxes.** In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.26.100. **Permit not required.** If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

3.26.110. **Exemptions and exclusions.**

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That

retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.26.120. Amendments. All amendments subsequent to the effective date of this chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter.

3.26.130. Enjoining collection forbidden. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.26.140. Expenditure Plan, Audit, Oversight, Reporting

Revenue and Taxation Code section 7285.91 requires that this ordinance include "an expenditure plan describing the specific projects for which the revenues from the tax may be expended." All revenue from the tax shall be restricted revenue used solely to fund Emergency Medical Services for the City of San Pablo. It has been estimated that the tax will generate approximately $550,000 annually. The City intends to negotiate an agreement with the Fire Protection District under which City will remit payment to the District on an agreed-upon basis in order to help fund the cost of providing a supplemental EMS squad at Station 70. Payments will be made on a regular basis on a frequency to be determined by city and county fire.

The city's independent auditors shall complete a report reviewing the collection, management and expenditure of revenue from the tax levied by this chapter. Additionally, there shall be a committee consisting of no fewer than five seats (if sufficient applications are received) to review and report on the receipt of revenue and expenditure of funds from the tax authorized by this chapter. The committee members shall be either San Pablo residents or representatives of San Pablo businesses; the City Council may utilize the same oversight committee established to review and report on the Measure Q Transactions and Use Tax approved in 2012. The committee's report and recommendations shall be completed by a date to allow for it to be considered as part of each annual budget process, commencing at least one full year after the tax revenue is first received. The committee's report and recommendations shall be a matter of public record and shall be considered and reported by the City Council at a public meeting.

3.26.150. **Severability.** If any sections, subsections, sentences, clauses, phrases or portions of this chapter are for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The People hereby declare that they would have passed this and each section, subsection, phrase or clause of this ordinance whether or not any one or more sections, subsections, phrases or clauses may be declared invalid or unconstitutional on their face or as applied.

3.26.160. **Effective date.** This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately upon approval by the voters."

Section 2: The People of San Pablo find that all Recitals are true and correct and are incorporated herein by reference.

Section 3: The approval of this special tax that will provide funding for an EMS squad to use smaller EMS vehicles to respond to EMS calls in the City of San Pablo, as opposed to more expensive, larger fire rigs, is exempt from the California Environmental Quality Act under CEQA Guidelines § 15061(b)(3), in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. ConFire will respond to the same medical emergencies as before. The funds raised will be restricted to funding an EMS squad which will respond to emergency medical calls in the City via smaller EMS vehicles rather than larger fire vehicles that get worse gas mileage and emit more emissions. In addition, the activity is not a project under CEQA pursuant to Guidelines Section 15378(b)(5): Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment. The City Manager is directed to ensure that a notice of exemption is filed immediately with the County Clerk.

ATTEST: APPROVED:

Ted J. Denney, City Clerk

Paul V. Morris, Mayor

* * * * * * * * * *

This Ordinance was introduced by the City Council on February 18, 2014, adopted by the City Council on _____, 2014, and submitted to the People of the City of San Pablo at the June 3, 2014 special election. It was approved by the following vote of the People:

YES:
NO:

The Ordinance was thereby adopted by of the voters at the June 3, 2014, election and took effect upon adoption of a resolution declaring the results of the election at a regular meeting of the City Council held on _____, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I HEREBY CERTIFY that the foregoing is a true and correct copy of an ordinance duly and regularly adopted by the People of the City of San Pablo, California.

_____
Ted J. Denney, City Clerk

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City of San Pablo
Summary of Proposed Ordinance

AN ORDINANCE OF THE CITY OF SAN PABLO IMPOSING A TRANSACTIONS AND USE TAX FOR EMERGENCY MEDICAL SERVICES TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

Please take notice that on Monday, May 5, 2014, in the San Pablo City Council Chambers, located in Building 2, at 13831 San Pablo Avenue, San Pablo, CA, at 6:00 pm, or as soon thereafter as the matter may be heard, the City Council of the City of San Pablo will consider adoption of the above-entitled ordinance, pending approval of Measure K by the voters at the June 3, 2014 regular election.

The ordinance would add Chapter 3.26 to the San Pablo Municipal Code, to be known as the City of San Pablo Emergency Medical Services Transactions and Use Tax Ordinance. It would become operative the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance by the voters.

The tax would be a special tax used to fund Emergency Medical Services at Fire Station #70 in the City of San Pablo; should the County close Station 70, the revenues shall be used only to provide alternative EMS services for the City of San Pablo. San Pablo's Station 70 is the busiest fire station in Contra Costa County. In 2012, Station 70 responded to a total of 3,672 incidents in its service area. Of that total, 3,147, or 86%, were San Pablo calls. 82.5% of the service calls in San Pablo were EMS calls for Emergency Medical Services.

If approved, the tax will be imposed on the sale of tangible personal property and the storage, use, or other consumption of such property. The tax revenue would be collected by the State Board of Equalization and remitted to the City. All funds from this local revenue measure are required to stay in San Pablo to provide EMS services and cannot be taken by the State.

The ordinance imposes a retail transactions and use tax in accordance with the provisions of the Revenue and Taxation Code. The tax will be administered and collected by the State Board of Equalization. The City must contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance.

The transactions tax rate will be 0.25% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made.

An excise tax is imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 0.25% of

the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

The ordinance sets forth various exemptions and exclusions in Section 3.26.110. The ordinance sets forth an expenditure plan, restricting tax revenue to be used solely to fund Emergency Medical Services for the City of San Pablo.

The ordinance requires the city's independent auditors to complete a report reviewing the collection, management and expenditure of revenue from the tax levied by this chapter. Additionally, there shall be a committee consisting of no fewer than five seats (if sufficient applications are received) to review and report on the receipt of revenue and expenditure of funds from the tax authorized by this chapter. The committee members shall be either San Pablo residents or representatives of San Pablo businesses; the City Council may utilize the same oversight committee established to review and report on the Measure Q Transactions and Use Tax approved in 2012. The committee's report and recommendations shall be completed by a date to allow for it to be considered as part of each annual budget process, commencing at least one full year after the tax revenue is first received. The committee's report and recommendations shall be a matter of public record and shall be considered and reported by the City Council at a public meeting.

The ordinance is exempt from the California Environmental Quality Act under CEQA Guidelines §§ 15061(b)(3) and 15378(b)(5.

A certified copy of the proposed ordinance has been posted for viewing at the San Pablo City Clerk's Office, located at 13831 San Pablo Avenue, Building 1, San Pablo, CA.

Dated: April 29, 2014
By: Brian M. Libow, City Attorney

West County Times
1050 Marina Way S
Richmond, CA 94804
(510) 262-2740

SAN PABLO CITY OF
CITY CLERK OFFICE ,LEHNY CORBIN,13831 SAN PABLO AV BLDG #3
SAN PABLO CA 94806

PROOF OF PUBLICATION

FILE NO. Use Tax Med. Srvc

In the matter of

West County Times

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter.

I am the Principal Legal Clerk of the West County Times, a newspaper of general circulation, printed and published at 2640 Shadelands Drive in the City of Walnut Creek, County of Contra Costa, 94598

And which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Contra Costa, State of California, under the date of August 29, 1978. Case Number 188884.

The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

4/29/2014

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 29th day of April, 2014.

Signature

Legal No. **0005157749**

City of San Pablo
Summary of Proposed Ordinance

AN ORDINANCE OF THE CITY OF SAN PABLO IMPOSING A TRANSACTIONS AND USE TAX FOR EMERGENCY MEDICAL SERVICES TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

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The ordinance would add Chapter 3.26 to the San Pablo Municipal Code, to be known as the City of San Pablo Emergency Medical Services Transactions and Use Tax Ordinance. It would become operative the first day of the first calendar quarter commencing more than 210 days after the adoption of this ordinance by the voters.

The tax would be a special tax used to fund Emergency Medical Services at Fire Station #70 in the City of San Pablo: should the County close Station 70, the revenues shall be used only to provide alternative EMS services for the City of San Pablo. San Pablo's Station 70 is the busiest fire station in Contra Costa County. In 2012, Station 70 responded to a total of 3,672 incidents in its service area. Of that total, 3,147, or 86%, were San Pablo calls. 82.5% of the service calls in San Pablo were EMS calls for Emergency Medical Services.

If approved, the tax will be imposed on the sale of tangible personal property and the storage, use, or other consumption of such property. The tax revenue would be collected by the State Board of Equalization and remitted to the City. All funds from this local revenue measure are required to stay in San Pablo to provide EMS services and cannot be taken by the State.

The ordinance imposes a retail transactions and use tax in accordance with the provisions of the Revenue and Taxation Code. The tax will be administered and collected by the State Board of Equalization. The City must contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance.

The transactions tax rate will be 0.25% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made.

An excise tax is imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 0.25% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

The ordinance sets forth various exemptions and exclusions in Section 3.26.110. The ordinance sets forth an expenditure plan, restricting tax revenue to be used solely to fund Emergency Medical Services for the City of San Pablo.

The ordinance requires the city's independent auditors to complete a report reviewing the collection, management and expenditure of revenue from the tax levied by this chapter. Additionally, there shall be a committee consisting of no fewer than five seats (if sufficient applications are received) to review and report on the receipt of revenue and expenditure of funds from the tax authorized by this chapter. The committee members shall be either San Pablo residents or representatives of San Pablo businesses: the City Council may utilize the same oversight committee established to review and report on the Measure Q Transactions and Use Tax approved in 2012. The committee's report and recommendations shall be completed by a date to allow for it to be considered as part of each annual budget process, commencing at least one full year after the tax revenue is first received. The committee's report and recommendations shall be a matter of public record and shall be considered and reported by the City Council at a public meeting.

The ordinance is exempt from the California Environmental Quality Act under CEQA Guidelines §§ 15061(b)(3) and 15378(b)(5.

A certified copy of the proposed ordinance has been posted for viewing at the San Pablo City Clerk's Office, located at 13831 San Pablo Avenue, Building 1, San Pablo, CA.

Dated: April 29, 2014
By: Brian M. Libow, City Attorney
WCT 5357749 Apr. 29, 2014

REQUEST FOR COUNCIL ACTION

CITY of SAN PABLO
City of New Directions

PREPARED BY: City Manager
DATE: April 28, 2014

DATE OF MEETING: 5/5/2014
PHONE: (510) 215-3012

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AMENDING SECTION 8.02 OF THE SAN PABLO MUNICIPAL CODE TO DECLARE AS A PUBLIC NUISANCE THE CULTIVATION OF MARIJUANA**

APPROVED: _____ _____ _____
DEPARTMENT HEAD CITY MANAGER CITY ATTORNEY

RECOMMENDATION

Waive second reading and adopt ordinance.

BACKGROUND

CEQA Compliance Statement. Pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), the ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment.

This ordinance is presented for second reading and adoption following introduction by the Council on March 3, 2014.

In 2006 the City Council adopted an ordinance, codified as Chapter 5.34 of the San Pablo Municipal Code, prohibiting medical marijuana dispensaries in the City of San Pablo. The attached ordinance amends the City's Property Maintenance Ordinance to make the indoor and outdoor *cultivation* of marijuana in the City of San Pablo a public nuisance. *The Planning Division's comprehensive zoning code, in progress now, update will contain parallel provisions.*

Under its police power, the City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws. (Cal. Const. Art. XI, Section 7.) While California state law protects the right of qualified medical marijuana patients and their caregivers to cultivate marijuana for medicinal purposes without fear of criminal prosecution for violation of state law, the State Supreme Court recently held in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, that the objectives of such state laws (the Compassionate Use Act and the Medical Marijuana Program Act) were "modest," and those acts did not create a "broad right" to access medical marijuana. *Inland Empire* held that the CUA and the MMPA do not preempt the authority of cities and counties to regulate, *even prohibit*, facilities that distribute medical

Departmental Coordination

☐ Development Services _____ ☑ Finance _____
☐ Police _____ ☐ Public Works _____

marijuana. (Id. at p. 762) The reasoning of *Inland Empire* applies to the cultivation of medical marijuana as well as its distribution, as both are addressed in the CUA and MMPA. *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975. In *Maral,* the City of Live Oak's blanket prohibition against the indoor or outdoor cultivation of marijuana was upheld by the Court of Appeal. The California Supreme Court has now denied requests for review or depublication of the Maral case, meaning that it is now binding precedent in all trial courts in the State.

Marijuana cultivation poses the potential threat of criminal harm as well as interference with the welfare of surrounding property owners. Mature medical marijuana plants often emit offensive "skunk like" fumes, which can interfere with the use and enjoyment of neighboring properties. Moreover, the presence of medical marijuana plants grown outdoors creates a risk to public safety, since their value and visibility encourage trespass and theft, posing the accompanying risk of violence and injury. Marijuana cultivation indoors raises many of the same concerns, with the added problem of building, fire and electrical code violations. To the extent that medical marijuana is grown in a location close to schools, there is also the potential for theft and use by school-aged children.

Under the *Maral* and *Inland Empire* cases, a city ordinance prohibiting cultivation of medical marijuana is not preempted by state law. The Police Department's report, dated January 22, 2014, discusses further impacts on the City from marijuana cultivation.

Enforcement

Per the San Pablo Police Department, medical marijuana cultivation is not a violation of State law and, as such, the police department will not treat violations of this nature as a criminal offense. Enforcement and abatement will occur through the administrative provisions of Chapter 8.02 of the San Pablo Municipal Code, which provides for notice of the violation and the opportunity for voluntary compliance. In addition, appeals and hearings are available to offenders of this section before abatement would occur. Nor would this statute limit a person's right to privacy; inspection warrants are required for non-voluntary compliance of violations.

Discussion

For reference purposes, the following is a brief history of medical marijuana laws in the State of California.

a. California Medical Marijuana Legislation

On November 5, 1996, California voters passed Proposition 215 (known as the Compassionate Use Act ("Act"), which decriminalized the cultivation and use of marijuana by seriously ill individuals upon a physician's recommendation. The Act held that Health & Safety Code Section 11357[1], which otherwise criminalizes the possession of marijuana, shall not apply to a patient or to a patient's primary caregiver who possesses or cultivates marijuana for medicinal purposes upon the written or verbal recommendation or approval of a physician[2].

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1 All further statutory references are to California's Health and Safety Code

2 It should be noted that possession or use of marijuana remains a criminal offense under federal law, which categorizes marijuana as a drug with "no currently accepted medical use."

In January 2004, the legislature passed the Medical Marijuana Program Act ("MMPA"). Among other things, the MMPA requires the California Department of Public Health to establish and maintain a program providing for voluntary registration of qualified medical marijuana patients and their primary caregivers through a statewide identification card system. Medical marijuana identification cards are intended to help law enforcement officers identify and verify that cardholders are legally permitted to cultivate, possess and transport certain amounts of marijuana without being subject to arrest under specific conditions. (Sections 13362.71(e), 11362.78)

In addition to establishing the identification card program, the MMPA also recognizes a qualified right to collective and cooperative cultivation of medical marijuana. (Sections 11362.7, 11362.77, 11362.775.)

The MMPA establishes the term "qualified patient," defined as a person whose physician has recommended the use of marijuana to treat a serious illness or any other illness for which marijuana provides relief. (Section 11362.5(b)(1)(a).) The MMPA also establishes the term "primary caregiver," defined as a person who is designated by a qualified patient and "has consistently assumed responsibility for the housing, health, or safety" of the patient." (Section 11362.5(e).) Primary caregivers are permitted to grow and supply marijuana to designated qualified patients, and a person may serve as a primary caregiver to more than one patient, provided that the patients and caregiver all reside in the same city or county. (Section 11362.7(d)(2).)

The justifications for the banning of medical marijuana cultivation under the City of San Pablo's police power include: (1) malodorous fumes emitted from mature plants which can interfere with the use and enjoyment of neighboring properties by their occupants; (2) a risk to public safety, based on the value of marijuana plants and the accompanying threat of break-ins and theft, creating the accompanying risk of violence and injury; (3) the potential for theft and use by school age children where medical marijuana is cultivated in a location close to schools.

Pending direction from the Council, the ordinance presented herein is a full ban against both indoor and outdoor cultivation in the City of San Pablo. Certain groups have been aggressive in filing legal challenges against local ordinances which they believe infringe on their constituents' rights. The more that an ordinance infringes on the right to cultivate or dispense medical marijuana, the more likely it is to be challenged. Nevertheless, after the *Inland Empire* and *Maral* cases, the law in California seems fairly well established that bans on the cultivation of medical marijuana will be upheld.

FISCAL IMPACT

No direct fiscal impact.

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ORDINANCE 2014-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AMENDING SECTION 8.02.020 OF THE SAN PABLO MUNICIPAL CODE TO DECLARE AS A PUBLIC NUISANCE THE CULTIVATION OF MARIJUANA.

THE CITY COUNCIL OF THE CITY OF SAN PABLO DOES ORDAIN AS FOLLOWS:

Section 1: Findings.

The City Council finds as follows:

1. In 1970, Congress enacted the Controlled Substances Act (CSA) which, among other things, makes it illegal to import, manufacture, distribute, possess or use marijuana in the United States;

2. In 1996, the voters of the State of California approved Proposition 215, known as the Compassionate Use Act (CUA) (codified as Health and Safety (H&S) Code Section 11362.5 et seq.);

3. The CUA creates a limited exception from criminal liability for seriously ill persons who are in need of medical marijuana for specified medical purposes and who obtain and use medical marijuana under limited, specified circumstances;

4. In January 1, 2004, the "Medical Marijuana Program Act" (MMPA), codified as H&S Code Sections 11362.7 to 11362.83, was enacted by the State Legislature to clarify the scope of the Act and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with the MMPA;

5. The CUA expressly anticipates the enactment of additional local Legislation, providing that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, nor to condone the diversion of marijuana for nonmedical purposes" (H&S Code Section 11362.5);

6. The City Council finds that the cultivation of medical marijuana has significant impacts or the potential for significant impacts on the City. These impacts include damage to buildings, dangerous electrical alterations and use, inadequate ventilation, increased robberies and other crime, and the nuisance of strong and noxious odors. The City Council takes legislative notice of the fact that several California cities and counties which have permitted the establishment of medical marijuana distribution facilities or "dispensaries" have experienced serious adverse impacts associated with and resulting from such uses. According to these communities, according to news stories widely reported and according to medical marijuana advocates, medical marijuana dispensaries and cultivation have resulted in and/or caused an increase in crime, including burglaries, robberies,

violence, illegal sales of marijuana to, and use of marijuana by, minors and other persons without medical need in the areas immediately surrounding such medical marijuana distribution facilities. The City has received complaints about the cultivation of marijuana in the City, and the police department has reported criminal activity in the vicinity of such operations. The City Council takes notice of, and incorporates into these findings, the January 22, 2014 staff report on Marijuana impacts submitted to and recommended by the Chief of Police regarding marijuana arrests, school offenses, safety hazards, grow houses, quality of life and nuisance issues, criminal behavior and links to organized crime. The City Council reasonably anticipates that the City of San Pablo will experience further similar adverse impacts and effects. A California Police Chiefs Association compilation of police reports, news stories and statistical research regarding such secondary impacts is contained in a 2009 white paper report located at: http://www.procon.org/sourcefiles/CAPCAWhitePaperonMarijuanaDispensaries.pdf. Based on similar findings, the City Council has already adopted an ordinance prohibiting marijuana dispensaries in the City;

7. The City Council further takes legislative notice that the use, possession, distribution and sale of marijuana remain illegal under the CSA (Bearman v. California Medical Bd. (2009) 176 Cal.App.4th 1588); that the federal courts have recognized that despite California's CUA and MMPA, marijuana is deemed to have no accepted medical use (Gonzales v. Raich, 545 U.S. 1; United States v. Oakland Cannabis Buyers' Cooperative (2001) 532 U.S. 483); that medical necessity has been ruled not to be a defense to prosecution under the CSA (United States v. Oakland Cannabis Buyers' Cooperative, 532 U.S. 483); and that the federal government properly may enforce the CSA despite the CUA and MMPA (Gonzales v. Raich, 545 U.S. 1);

8. The State Supreme Court recently held in City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4th 729, that the objectives of the Compassionate Use Act and the Medical Marijuana Program Act were "modest," and those acts did not create a "broad right" to access medical marijuana. Inland Empire held that the CUA and the MMPA do not preempt the authority of cities and counties to regulate, even prohibit, facilities that distribute medical marijuana. The reasoning of Inland Empire applies to the cultivation of medical marijuana as well as its distribution, as both are addressed in the CUA and MMPA. Maral v. City of Live Oak (2013) 221 Cal.App.4th 975. In Maral, the City of Live Oak's blanket prohibition against the indoor or outdoor cultivation of marijuana was upheld by the Court of Appeal.

9. Marijuana, even when grown for medicinal purposes, is extremely valuable and has a high market value. The strong smell of marijuana growing creates an attractive nuisance that attracts persons to the growing marijuana, and creates the risk of burglary, trespassing, robbery and armed robbery, potentially resulting in serious injury or death, and requiring scarce police and public safety resources. To the extent the location is close to or accessible from schools, marijuana

cultivation increases the potential for theft and use by school age children. .An ordinance prohibiting the cultivation of marijuana is necessary and appropriate to maintain and protect the public health, safety and welfare of the citizens of San Pablo.

10. To the extent that the City's prohibition against marijuana cultivation is determined to be preempted by state penal provisions regarding marijuana, this ordinance shall be interpreted to apply to medical marijuana cultivation only.

Section 2: Section 8.02.020 of the San Pablo Municipal Code, entitled "Unlawful public nuisances" is hereby amended to add subsection O, to read as follows:

"O. Cultivation of Marijuana. No person owning, renting, leasing, occupying, or having charge or possession of any parcel shall cause or allow such parcel to be used for the outdoor or indoor cultivation of marijuana plants. Violations of this provision shall be considered a public nuisance, and may be enforced according to the procedures set forth in this chapter and chapter 1.10 of the San Pablo Municipal Code, and by the enforcement remedies conferred upon the City by Civil Code Section 3494, Code of Civil Procedure Section 731, Government Code Section 38773, or any other lawful authority, civil, administrative or criminal. Nothing in this provision is intended to impair any viable legal defense to State charges to a person using or in possession of medical marijuana pursuant to the Compassionate Use Act (California Health and Safety Code Section 11362.5) or the Medical Marijuana Program Act (California Health and Safety Code Section 11362.7 et. seq.). Nothing in this provision is intended to authorize the cultivation, possession or use of marijuana for non-medical purposes in violation of state or federal law."

Section 3. Severability. If any sections, subsections, sentences, clauses, phrases or portions of this ordinance are for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause of this ordinance whether or not any one or more sections, subsections, phrases or clauses may be declared invalid or unconstitutional on their face or as applied.

Section 4: CEQA Exemption. The City Council finds pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment.

Section 5. This ordinance shall become effective thirty (30) days following its adoption and shall be published once within fifteen (15) days after adoption in the West County Times, a newspaper of general circulation in the City of San Pablo, together with the names of those council members voting for or against; or, in the alternative, a summary prepared by the City Attorney's Office shall be published and a certified copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the city clerk at least five days prior to the city council meeting at which the ordinance is

to be adopted. Within 15 days after adoption of the ordinance, the city clerk shall publish a summary of the ordinance with the names of those city council members voting for and against the ordinance or amendment and the city clerk shall post in the office of the city clerk a certified copy of the full text of the adopted ordinance or amendment along with the names of those city council members voting for and against the ordinance or amendment.

If the city clerk determines that it is not feasible to prepare a fair and adequate summary of the ordinance, a display advertisement of at least one-quarter of a page in a newspaper of general circulation in the city shall be published at least five days prior to the city council meeting at which the ordinance is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter of a page shall be published. The advertisement shall indicate the general nature of, and provide information about, the ordinance, including information sufficient to enable the public to obtain copies of the complete text of the ordinance or amendment, and the names of those city council members voting for and against the ordinance or amendment.

* * * * * * * * * * *

First read at a first meeting of the City Council of the City of San Pablo on March 3, 2014, and finally passed and adopted at a second meeting of said City Council held on the April day of _____, 2014, by the following vote:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

ATTEST:

APPROVED:

_____
Ted J. Denney, City Clerk

_____
Paul V. Morris, Mayor

City of San Pablo
Summary of Proposed Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AMENDING SECTION 8.02.020 OF THE SAN PABLO MUNICIPAL CODE TO DECLARE AS A PUBLIC NUISANCE THE CULTIVATION OF MARIJUANA.

Please take notice that on Monday, May 5, 2014, in the San Pablo City Council Chambers, located in Building 2, at 13831 San Pablo Avenue, San Pablo, CA, at 6:00 pm, or as soon thereafter as the matter may be heard, the City Council of the City of San Pablo will consider adoption of the above-entitled ordinance.

The ordinance prohibits any person owning, renting, leasing, occupying, or having charge or possession of any parcel from using or causing or allowing such parcel to be used for the outdoor or indoor cultivation of marijuana plants. Violations of this provision shall be considered a public nuisance, and may be enforced according to the procedures set forth in this chapter and chapter 1.10 of the San Pablo Municipal Code, and by the enforcement remedies conferred upon the City by Civil Code Section 3494, Code of Civil Procedure Section 731, Government Code Section 38773, or any other lawful authority, civil, administrative or criminal. Nothing in this provision is intended to impair any viable legal defense to State charges to a person using or in possession of medical marijuana pursuant to the Compassionate Use Act (California Health and Safety Code Section 11362.5) or the Medical Marijuana Program Act (California Health and Safety Code Section 11362.7 *et. seq.*). Nothing in this provision is intended to authorize the cultivation, possession or use of marijuana for non-medical purposes in violation of state or federal law.

The ordinance is based on several findings about the potential for significant impacts on the City due to the cultivation of marijuana, including but not limited to damage to buildings, dangerous electrical alterations and use, inadequate ventilation, increased robberies and other crime, and the nuisance of strong and noxious odors. The ordinance is further based on the California Supreme Court decision of *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, and the appellate court decision of *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975. In *Maral*, the City of Live Oak's blanket prohibition against the indoor or outdoor cultivation of marijuana was upheld by the Court of Appeal.

The ordinance finds that it is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment

A certified copy of the proposed ordinance has been posted for viewing at the San Pablo City Clerk's Office, located at 13831 San Pablo Avenue, Building 1, San Pablo, CA.

Dated: April 30, 2014
By: Brian M. Libow, City Attorney

West County Times

1050 Marina Way S
Richmond, CA 94804
(510) 262-2740

SAN PABLO CITY OF
CITY CLERK OFFICE ,LEHNY CORBIN,13831 SAN PABLO AV BLDG #3
SAN PABLO CA 94806

PROOF OF PUBLICATION

FILE NO. Marijuana Cultivatio

In the matter of

West County Times

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter.

I am the Principal Legal Clerk of the West County Times, a newspaper of general circulation, printed and published at 2640 Shadelands Drive in the City of Walnut Creek, County of Contra Costa, 94598

And which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Contra Costa, State of California, under the date of August 29, 1978. Case Number 188884.

The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

4/30/2014

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 30th day of April, 2014.

Signature

Legal No. **0005167502**

City of San Pablo
Summary of Proposed Ordinance

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Dated: April 30, 2014
By: Brian M. Libow, City Attorney
WCT 5167502 April 30, 2014