

DATE: May 27, 2018

TO: Watershed Conservation Authority Governing Board

FROM: Joseph Gonzalez, Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 13: Consideration of a resolution to approve a contract amendment to Partner Engineering to complete a Seismic Risk Assessment and ADA Accessibility Survey of WCA office building.

RECOMMENDATION: That the Watershed Conservation Authority (WCA) approve a contract amendment to Partner Engineering and Science, Inc. to complete a Seismic Risk Assessment and ADA Accessibility Survey of WCA office building for \$11,210 plus WCA held contingency for additional/optional services of \$7,500, for a total contract authorization not to exceed value of \$23,210.

PROJECT DESCRIPTION: To comply with the necessary assessments as outlined by the Department of General Services (DGS) through the California State Standard Lease Form and associated Exhibits and required of lessors (WCA) when leasing office space to State Agencies, WCA is completing a Seismic Risk Assessment and ADA Accessibility Survey for the WCA office building utilizing the professional services of Partner Engineering contracted on November 27, 2017. Finding made during the initial assessment identified additional investigation was necessary to complete the Seismic Risk Assessment report. Additionally, an ADA Accessibility Survey with related tasks will be required. These efforts are summarized in Table 1 below and described in further detail within this report.

Table 1: Services to be included in Partner Engineering Contract.

WCA17508	Seismic Risk Assessment	ADA Accessibility Survey	Total
<u>Original Contract</u>			\$1,800
-Tier 1, Step 1 Assessment	\$1,800		
<u>Amendment 1:</u>			\$2,700
-Tier 1, Step 2 Assessment	\$2,700		
<u>Proposed Amendment 2</u>			\$11,210
-GPR Scan	\$1,500		
-Accessibility Report		\$8,210	
-Verified Form G		\$1,500	
<u>Proposed Additional/Optional Services</u>			\$7,500
-As-built drawings		\$3,300	
-Architectural Barrier Removal Design Services		\$3,000	
-City Submission/Coordination		\$1,200	
Total	\$6,000	\$17,210	\$23,210

Seismic Risk Assessment: WCA entered into an initial contract with Partner Engineering to perform a Tier 1, Step 1 Seismic Risk Assessment of the WCA office building for \$1,800 (See Exhibit A: Partner Contract and Scope of Work). During this initial assessment, certain areas of the office building were identified as

requiring further review through a Tier 1, Step 2 Seismic Risk Assessment. A contract amendment to perform the Step 2 Assessment was executed on February 21, 2018 for \$2,700 (See Exhibit B: Partner Contract Amendment 1 and SOW).

During the performance of the Step 2 Assessment, it has become necessary to perform ground-penetrating radar (GPR) scans of certain masonry walls in two building areas to confirm or deny the presence of rebar before the Assessment can be finalized and detailed retrofit and/or seismic strengthening recommendations, if necessary, can be made. The final report will include a cost estimate of potential solutions and a road map forward. The scans will be performed by Smith-Emery Laboratories as a subconsultant to Partner Engineering. (See Exhibit C: Partner Contract Amendment 2 SOW).

ADA Accessibility Survey:

DGS requires Lessors to complete an accessibility survey using the DGS' Accessibility Checklist for State-Leased Building and Facilities. To satisfy this requirement, a consultant will need to survey the facility and site per CCR Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). State agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Consultant will perform the Accessibility Evaluation and will prepare a detailed report, as well as, provide recommendations of sufficient detail to allow for development of a cost estimate for facility updates. At the completion of the review, the Consultant (i.e. Architect) will verify the items outlined in the accessibility survey by signing a Verified Report Form, a requirement of DGS.

Partner Engineering's July 2016 fee of \$8,210 (attached as Exhibit D) to perform the Accessibility Evaluation (DGS Checklist Forms) and provide a Detailed Accessibility Report (with non-compliant issues table) remains valid. The results of this evaluation will determine if further steps are necessary to comply with DGS leasing requirements and may lead to additional and optional services which are identified in Partner Engineering's proposal. The amendment will include contingency funding for the additional services that maybe required to satisfy the ADA requirements.

BACKGROUND: During the FY15/16 lease renewal negotiation process with the Rivers and Mountains Conservancy (RMC) to continue to provide RMC with office space and services, a representative from the State of California DGS, provided WCA with a list of State requirements that are to be completed by the lessor (WCA), which included an ADA checklist and Seismic Certification Form.

To comply with the leasing requirements, the development of a compliance plan was proposed and approved by the WCA Board at the May 2016 Board Meeting. Staff engaged consultants to develop an implementation plan that includes obtaining qualified, and as needed certified, consultant proposals to complete the required scope of work as outlined by the State's Standard Lease Form and associated State Lease exhibits. Exhibit E summarizes the bids received to complete the ADA compliance and Seismic Certification.

Partner Engineering was selected to perform the Seismic Risk Assessment as they provided the lowest overall bid and was the most responsive during the RFP process, being the only consultant to break down their proposal for Step 1 and Step 2 assessments. Regarding the ADA Survey, Partner Engineering proposed the lowest overall bid (especially if including the additional services), and has been responsive and professional in the services rendered to WCA to date. Staff recommends amending Partner Engineering's contract to provide these additional services.

Standard Lease Forms and related documents are available in an online version, posted at: http://www.wca.ca.gov/2016_may_board_meeting (Item 10).

FISCAL INFORMATION: This action will be funded from the Building Maintenance & Repair, Grounds Maintenance & Repair, and Deferred Maintenance Contingency line items under operational maintenance in the Final FY 2017/2018 Budget and, as necessary, from an approved FY2018/2019 Budget in an amount not to exceed \$23,210.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 27th day of November 2017,

BY AND BETWEEN

Watershed Conservation Authority
(WCA), a joint powers authority
between the Rivers and Mountains
Conservancy (RMC) and the Los
Angeles County Flood Control
District

AND

Partner Engineering & Science, Inc.
1761 East Garry Avenue,
Santa Ana, CA 92705
CKim@partneresi.com
714.317.5069
hereinafter referred to as
"Contractor,"

WCA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide a Step 1 Seismic Risk Assessment in support of leasing requirements at the River Wilderness Park's El Encanto Building, related to the Department of General Services (DGS) Seismic Certificate Applicable Code for DGS.

Consultant is a recognized professional with extensive experience and training in this specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

"WCA" means the joint power authority between the Rivers and Mountains Conservancy (RMC), and the Los Angeles County Flood Control District.

2. Consultant's Services

The scope of work shall be as outlined above and in the attached Exhibit A dated, July 14, 2016.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to WCA of the services described in Article 2 above, including receipt and acceptance of such work by the Executive Officer of the Watershed Conservation Authority (hereinafter called Executive Officer) or authorized representative, WCA agrees to pay Consultant a maximum not to exceed fee of Eighteen Hundred Dollars (\$1,800.00). Services will be rendered for the performance period, ending January 31, 2018.

WCA shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by the Executive Officer or authorized representative. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Executive Officer or authorized representative.
- b. Supplemental Consultant Services may be required at WCA's discretion, upon prior written authorization by Executive Officer or authorized representative, and will be based on Consultant's fee schedule on file with Executive Officer or authorized representative.
- c. If Cost of Living Adjustments (COLA) are provided in the attachment, WCA shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to WCA employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange WCA, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the contract period which coincides with that fiscal year.
- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause WCA to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the contract.

- e. Consultant will not be required to perform services which will exceed the contract amount, scope of work, and contract dates without amendment to this Agreement.
- f. Consultant will not be paid for any expenditure beyond the contract amount stipulated without a written amendment to this Agreement.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services.

5. WCA's Responsibility

WCA will make available any items specified in the Request for Proposals.

6. WCA's Representative

Executive Officer, or his authorized representative, shall represent WCA in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Terms and Termination

The term of this Agreement shall commence on the date stipulated on Page 1 of this agreement, through January 31, 2018 and unless otherwise modified, shall terminate on the date that the work is accepted by WCA. The Parties may cancel or terminate this Agreement for any lawful reason, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to the other Party.

This agreement may be extended one year, contingent upon acceptable performance of services per the WCA Executive Officer or authorized representative.

Consultant shall be paid the reasonable value of services rendered. In the event of any such termination by WCA, Consultant shall provide to WCA a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by WCA.

8. Mutual Indemnification

For damages, claims, liabilities, costs, suits, or expenses arising from Consultant's lawful activities on behalf of WCA under this Agreement, WCA agrees to indemnify and hold harmless Consultant against any and all damages, claims, liabilities, costs, suits, or

expenses arising from, or connected with, the negligent or willful acts and/or omissions of WCA.

Consultant agrees to indemnify, defend, and save harmless WCA, RMC, and the Los Angeles County Flood Control District, their Board of Supervisors, Executive Officers, agents, its elected or appointed officials, officers, agents, attorneys and employees from and against any and all claims, suits or causes of action including liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Consultant's negligent, willful, or unlawful actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

9. Liability & Insurance OR Reserved [No Text]

Two alternative Indemnification and Insurance Provisions are set forth in Exhibit B of this Agreement.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

This Agreement shall be subject to the Indemnification and Insurance Provisions set forth in the alternative identified by Consultant above. Such provision is hereby incorporated into this Article by reference.

10. Anti-Discrimination

The Consultant shall abide by the following provisions found in Section 4.32.010 et seq. of the Los Angeles County Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by WCA.

Consultant specifically recognizes and agrees that if WCA finds that any of the foregoing

provisions have been violated, the same shall constitute a material breach of contract upon which WCA may determine to cancel, terminate, or suspend the contract. While WCA reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or federal anti-discrimination laws shall constitute a finding by WCA that Consultant has violated the anti-discrimination provisions of the contract.

At its option, and in lieu of canceling, terminating, or suspending the contract, WCA may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. WCA and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Consultant Status

This Agreement is by and between WCA and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between WCA and Consultant.

Consultant understands and agrees that all persons furnishing services to WCA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of WCA.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

12. WCA's Quality Assurance Plan

WCA, or its agent, will evaluate Consultant's performance under this Agreement on not less than a semi-annual basis. Such evaluation will include assessing Consultants' compliance with all contract terms and performance standards. Consultant deficiencies which WCA determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the WCA Board. The report will include improvement/corrective action measures taken by WCA and Consultant. If improvement does not occur consistent with the corrective action measures, WCA may terminate this Agreement or impose other penalties as specified in this Agreement.

13. Assignment

This Agreement shall not be assigned without the prior written consent of WCA. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles, California.

15. Conflict of Interest

No WCA employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

16. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime Consultant or subconsultant, or as a Consultant to any other prime Consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the WCA of the bid by the prime Consultant in question.

17. Gratuities

It is improper for any WCA Executive Officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the contract or that Consultants' failure to provide such consideration may negatively affect WCA's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a WCA Executive Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

Consultant shall immediately report any attempt by a WCA Executive Officer, employee,

or agent to solicit such improper consideration. The report shall be made to Executive Officer or authorized representative.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

18. Termination for Improper Consideration

WCA may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any WCA Executive Officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultants' performance pursuant to the Agreement. In the event of such termination, WCA shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a WCA Executive Officer or employee to solicit such improper consideration. The report shall be made either to WCA manager charged with the supervision of the employee or to WCA Executive Officer or authorized representative.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

19. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

20. Reduction of Solid Waste

Consistent with the WCA's policy to reduce the amount of solid waste deposited in landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

21. WCA Rights

The WCA may employ, either during or after performance of this contract, any right of recovery the WCA may have against the Consultant by any means it deems appropriate

including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the WCA under this contract are in addition to any right or remedy provided by California law.

22. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless WCA, its agents, Executive Officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which WCA may be found jointly or solely liable.

23. Prevailing Wage Requirements

Consultant shall comply with all applicable prevailing wage requirements.

24. Employment Eligibility Verification

Consultant warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless WCA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Consultant or WCA in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

25. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the WCA's policy to conduct business only with responsible consultants.
- b. The Consultant is hereby notified that if the WCA acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the WCA may, in addition to other remedies provided in the contract, debar the

Consultant from bidding on WCA contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the WCA.

- c. The WCA may debar a Consultant if the Board finds, in its discretion, that the Consultant has done any of the following: 1) violated any term of a contract with the WCA; 2) committed any act or omission which negatively reflects on the Consultant's quality, fitness, or capacity to perform a contract with the WCA or any other public entity, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the WCA or any other public entity.
- d. These terms shall also apply to subconsultants of the WCA Consultant.

26. No Payment for Services Provided Following Expiration and/or Termination of Agreement

Consultant shall have no claim against WCA for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify WCA and shall immediately repay all such funds to WCA. Payment by WCA for services rendered after expiration/termination of this Agreement shall not constitute a waiver of WCAs' right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

27. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

WCA

Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
Attention: Mark Stanley

Consultant

Partner Engineering & Science, Inc.
1761 East Garry Avenue,
Santa Ana, CA 92705
Attn: Christy Kim
Technical Director

The address for notice may be changed by giving notice pursuant to this paragraph.

28. Entire Agreement

This contract constitutes the entire Agreement between WCA and Consultant and may be modified only by further written Agreement between the parties hereto.

WCA

Partner Engineering & Science, Inc.

By _____

Mark Stanley
Executive Officer

By _____

Name:
Title:

July 14, 2016

Joe Gonzalez
Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, California 91702
6268151019
jgonzalez@wca.ca.gov

RE: El Encanto Building (Former Restaurant)
100 N. Old San Gabriel Canyon Road
Azusa, California 91702
Proposal Number: 16-166850

Dear Joe Gonzalez:

Partner Engineering and Science, Inc. (Partner) is pleased to submit this proposal to provide professional services for the above-referenced asset. This cover letter serves as a summary of services quoted. Following the attached authorization page, you will find the specific Scope of Work and Terms and Conditions that govern this agreement.

PROPERTY DESCRIPTION

According to information provided, we understand that the subject property consists of a single structure, originally constructed in 1924 and formerly utilized as a restaurant. The building area to be evaluated consists of approximately 7,750 SF which contains the following:

- 2,200 SF - Office (12 employees)
- 1,100 SF - Conference room
- 3,700 SF – Storage, kitchen, restrooms
- 750 SF – Second floor storage area

PURPOSE OF ASSESSMENT

We understand that the purpose of this assessment is to provide information to facilitate completion of due diligence in support of leasing requirements by the Department of General Services (DGS – Real Estate Services Division).

FEE QUOTE AND SCHEDULE

Proposal for Seismic Risk Assessment related to the DGS Seismic Certificate of Applicable Code for the Department of General Services.

Step 1 – evaluate if the seismic certificate of applicable code can be signed off by a licensed engineer qualified to perform the review. This includes a site visit and review of the structure and all available documentation at the site. \$1800. If the SCOAC can be signed then this will be our deliverable at this price.

Due to the older portion of the structure and URM construction this may not be possible-

Step -2 is the Independent Review performed by a qualified licensed engineer. The review will be performed in accordance with Chapter 34 of the CBC – and or standards of evaluation defined by ASCE-41-13 since this is the current methodology accepted by DGS. We will perform a tier-1 screening evaluation to determine if life safety performance objects can be met

by the existing structure. If deficiencies are noted Partner will provide retrofit and or seismic strengthening recommendations and an estimate of costs to remedy to meet DGS requirements and a road map forward. Tier-2 evaluations and design of strengthening will not be included in the scope of this work.

STEP1: SEISMIC RISK ASSESSMENT - DGS SEISMIC CERTIFICATE OF APPLICABLE CODE (If onsite review warrants completion at this level) **\$1,800.00**

STEP 2: ASCE 41-13 TIER-I INDEPENDENT REVIEW (if required) **\$2,700.00**

Total fee is based on the provided property information. Field conditions that significantly differ from the referenced information may warrant additional costs.

Project activities will commence upon receipt of completed and signed authorization form. Electronic versions of the report will be delivered within **15 business days**, provided that site access is granted without delay. This proposal shall be valid for ten (10) business days. Hard copies are available upon request at a cost of \$75.00 per copy.

SCOPE OF ASSESSMENT

This assessment will be performed utilizing methods and procedures consistent with good commercial or customary practices designed to conform to acceptable industry standards. The independent conclusions will represent our professional judgment based upon the available information and data. Specific description of the applicable scope(s) of work is included as an attachment to this proposal and incorporated by reference.

CLIENT RESPONSIBILITIES

The Client and/or User of the reports or documents generated during this assessment is responsible for understanding the proposed Scope of Work, contract reliance conditions and the applicable industry standards to which the work is performed. In addition, the Client agrees to provide prompt, safe access to the subject property and coordinate access with the identified site contact, disclose any and all known relevant information and documentation necessary to support our completion of the work. Revision of reports to incorporate information that is provided subsequent to report delivery may require additional costs.

To the extent the provided description of the subject property is incomplete or inaccurate, please provide any additional information on the Authorization to Proceed page.

PROPOSAL TERMS

Authorization confirms acceptance of the defined scope and attached Terms and Conditions. The total contract amount will be due upon receipt of invoice.

We appreciate the opportunity to assist with this project. Please review this entire document, especially the information above to confirm that the asset to be assessed are correctly described and identified. If I can be of any other assistance, please don't hesitate to contact me via telephone at **(714) 317-5069** or e-mail at **ckim@partneresi.com**.

Sincerely,



Christy Kim, AIA, CASp
Senior Architect
Investment Advisory Group



Jay Kumar, P.E.
Technical Director
Structural Engineering Group

SCOPE OF SERVICES**I. SEISMIC RISK ASSESSMENT - DGS SEISMIC CERTIFICATE OF APPLICABLE CODE**

Partner's qualified licensed engineer will perform an evaluation of the facility in order to determine if it meets the minimum requirements outlined on the Seismic Certificate of Applicable Code (SCAC) provided by DGS. A site visit will be conducted to evaluate the building structure, along with the review of all available documentation made available to Partner, related to the structural and seismic elements of the facility. If it is determined that the facility complies with the minimum requirements outlined in the SCAC, Partner's qualified licensed engineer will complete and sign the certification.

II. INDEPENDENT SEISMIC RISK ASSESSMENT

Partner can provide the following services if a completed and signed copy of the SCAC certification **cannot** be provided due to the facility **not** meeting the minimum requirements outlined in the document.

Partner's qualified licensed engineer will perform a seismic evaluation of the facility in accordance with Chapter 34 of the California Building Code (CBC) and / or the standards of evaluation identified by ASCE-41-13, as this is the current methodology accepted by the DGS. The scope of work will include a Tier I screening evaluation to determine if the life safety performance objectives can be met by the existing structure.

Partner will provide a written report identifying structural/seismic deficiencies identified at the facility, retrofit and/or seismic strengthening recommendation if deficiencies are noted, and an opinion of cost to remedy the deficient condition in order to meet the requirements of the DGS.

EXCLUSIONS

A Tier-2 evaluation and design of strengthening will not be included in this scope of work; although, can be proposed separately by Partner if requested by the Client.

AGREEMENT FOR CONSULTANT SERVICES – Amendment One

THIS AGREEMENT is amended this 21st day of February 2018,

BY AND BETWEEN

Watershed Conservation Authority
(WCA), a joint powers authority
between the Rivers and Mountains
Conservancy (RMC) and the Los
Angeles County Flood Control
District

AND

Partner Engineering & Science, Inc.
1761 East Garry Avenue,
Santa Ana, CA 92705
CKim@partneresi.com
714.317.5069
hereinafter referred to as
"Contractor,"

The parties hereto do mutually agree to amend the agreement with respect to Sections 2, 3 and 7 only, as follows:

2. Consultant Services

The scope of work shall increase to include Tier 1, Step 2 Seismic Risk Assessment services, including a Seismic Independent Review Report, as outlined in the original Scope of Work dated, July 14, 2016 and the attached Scope of Work for Step 2, Exhibit B.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to WCA of the services described in Article 2, including receipt and acceptance of such work by the Executive Officer of the Watershed Conservation Authority or authorized representative, WCA agrees to increase the contract value by Two Thousand and Seven Hundred dollars (\$2,700), and agrees to pay the Consultant a maximum not to exceed fee of Four Thousand and Five Hundred Dollars (\$4,500.00). Services will be rendered through June 30, 2018.

7. Terms and Termination

The term of this Agreement shall be extended through June 30, 2018 unless otherwise modified.

All other terms remain the same.

WCA

Partner Engineering & Science, Inc.

By _____

Mark Stanley
Executive Officer

By _____

Frank S. Romeo, Jr.
President

Exhibit B**Scope of Work****EI Encanto Building – Tier 1 Seismic Assessment, Step 2**

Services will include coordination and consultation with WCA assigned project manager, and will provide the following added services to complete a Tier 1, Step 2 Seismic Assessment related to Department of General Services' Seismic Certificate of Applicable Code (SCOAC):

- Seismic Independent Review Report performed by a qualified licensed engineer.
 - Review will be performed in accordance with Chapter 34 of the CBC and/or standards of evaluation defined by ASCE-41-13 (since this is the current methodology accepted by DGS) to evaluate if existing structure can meet safety performance requirements.
 - Includes at least one site visit to evaluate building with on-site maintenance staff and project manager/WCA management.
 - If deficiencies are noted, report to include detailed retrofit and/or seismic strengthening recommendations, an estimate of costs for remedies to meet DGS requirements, and a road map forward.
 - Recommendations to provide enough detail for a general contractor to submit a bid to complete work.
 - If retrofit and/or seismic strengthening calculations are performed by another engineer, Partner's engineer will provide 3-4 hours of pre-coordination to ensure work will meet compliance for SCOAC.
- Signing of the Seismic Certificate of Applicable Code
 - If no deficiencies are noted in the Independent Review Report, Partner will sign the SCOAC.
 - If deficiencies are noted in the Independent Review Report, Partner to update Report after retrofit and/or seismic strengthening work is completed, which will include signing of SCOAC as long as, in Partner's opinion, retrofit improvements adequately remedies deficiencies in the Independent Review Report.

April 25, 2018

Mr. Joe Gonzalez
Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, California 91702
(626) 815-1019
jgonzalez@wca.ca.gov

RE: El Encanto Building (Former Restaurant)
100 N. Old San Gabriel Canyon Road
Azusa, California 91702
Proposal Number: 16-166850

Dear Mr. Gonzalez:

Partner Engineering and Science, Inc. (Partner) is pleased to submit this proposal to provide professional services for the above-referenced asset. This cover letter serves as a summary of services quoted. Following the attached authorization page, you will find the specific Scope of Work and Terms and Conditions that govern this agreement.

PROPERTY DESCRIPTION

According to information provided, we understand that the subject property consists of a single structure with approximately 7,750 square feet, originally constructed in 1924 and formerly utilized as a restaurant.

PURPOSE OF ASSESSMENT

We understand that the purpose of this assessment is to provide information to facilitate completion of due diligence. Partner will retain Smith-Emery Laboratories to perform the attached services. See Smith-Emery Laboratories attached proposal.

FEE QUOTE AND SCHEDULE

The cost for providing these services is listed below:

Ground Penetrating Radar (GPR) Scan and Reinforcing Layout Report	\$1,115.63
Partner Oversight and Coordination	\$ 384.37
Total	\$1,500.00

Total fee is based on the provided property information. Field conditions that significantly differ from the referenced information may warrant additional costs.

Project activities will commence upon receipt of completed and signed authorization form. Electronic versions of the report will be delivered within **15 business days**, provided that site access is granted without delay. This proposal shall be valid for ten (10) business days. Hard copies are available upon request at a cost of \$75.00 per copy.

SCOPE OF ASSESSMENT

This assessment will be performed utilizing methods and procedures consistent with good commercial or customary practices designed to conform to acceptable industry standards. The independent conclusions will represent our professional judgment based upon the available information and data. Specific description of the applicable scope(s) of work is included as an attachment to this proposal and incorporated by reference.

CLIENT RESPONSIBILITIES

The Client and/or User of the reports or documents generated during this assessment is responsible for understanding the proposed Scope of Work, contract reliance conditions and the applicable industry standards to which the work is performed. In addition, the Client agrees to provide prompt, safe access to the subject property and coordinate access with the identified site contact, disclose any and all known relevant information and documentation necessary to support our completion of the work. Revision of reports to incorporate information that is provided subsequent to report delivery may require additional costs.

To the extent the provided description of the subject property is incomplete or inaccurate, please provide any additional information on the Authorization to Proceed page.

PROPOSAL TERMS

Authorization confirms acceptance of the defined scope and attached Terms and Conditions. The total contract amount will be due upon receipt of invoice.

We appreciate the opportunity to assist with this project. Please review this entire document, especially the information above to confirm that the asset to be assessed are correctly described and identified. In addition to the proposed assessment, we can assist with services such as pre-demolition hazardous building material surveys, indoor air quality analysis, mechanical, electrical and plumbing design, structural evaluation and retrofit design, zoning, land use and accessibility studies, civil engineering and land surveying. If I can be of any other assistance, please don't hesitate to contact me via telephone at **(714) 581-6090** or e-mail at **ckim@partneresi.com**.

Sincerely,



Christy Kim, AIA, CASp
Technical Director

Authorization to Proceed

Please sign and return via email to ckim@partneresi.com.

Proposal Details

Proposal Number: 16-166850 Proposal Cost: \$1,500.00 Proposal Schedule: 15 business days

Site Contact Information

Site Contact _____ Relationship to property: _____
Phone: _____ Email: _____
Notes: _____

Billing Information

Name: _____
Phone: _____
Email: _____
Address: _____
City: _____ ST: _____ Zip: _____
Relationship to property: _____

Additional Subject Property Information

(Additional information that substantially changes the provided scope of the project may result in an increase in cost)

Address: _____
Property Type: _____
APN (s): _____
Square Footage: _____ Year Built: _____ # of unit(s): _____
Notes: _____

Authorization to Proceed Signature

I have read and verified the accuracy of the information set forth above including the legal name of the Client. I hereby certify that I am authorized to sign this contract on behalf of the Client, accept full responsibility for payment of the proposed fees and by my signature below I hereby accept the Proposal, including the attached Terms and Conditions, and authorize Partner to proceed with the Services as described herein. Should any project information change, I understand that additional fees may accrue and the due date may be extended. I acknowledge that the provided Site Contact shall be deemed an agent of the Client for the purposes of providing access and conveying information pertaining to the subject property. Changes to this proposal will be valid only after written agreement of all parties.

By: _____
Client Signature / Client Authorized Representative

Print Name: _____

Date: _____

Please remit payment to Partner Corporate Lockbox:

Partner Assessment Corporation, PO Box 953568, St. Louis, MO 63195-3568

A credit card authorization is attached for your convenience. Secure fax: 866-928-7418 or above email address

Services Provided By Partner:

- Property Condition Assessments (PCA)
- Seismic/Probable Maximum Loss (PML)
- ALTA Land Title Surveys
- Zoning Reports
- Energy Audits/Disclosures
- Phase I/II Environmental Site Assessments
- Asbestos/Lead Paint/Radon/Mold Sampling
- Construction Risk Management Services
- Construction Cost Review
- Geotechnical Investigations

TERMS AND CONDITIONS

A. ENTIRE AGREEMENT. These Terms and Conditions, in combination with those documents incorporating them by reference, constitute the entire agreement (the "Agreement") between Partner Engineering and Science, Inc. ("Partner") and Client to perform the described services (the "Services"), and all subsequent, mutually-agreed change orders. This Agreement supersedes all prior proposals or negotiations between the parties with respect to the subject Services. These terms and conditions will also apply to any contract or purchase order document issued by the Client for future services, whether or not it is expressly incorporated. In the event of any conflict between these terms and conditions and the provisions of any purchase order or other document, these terms and conditions shall control unless the conflicting document expressly supersedes specific provisions hereof. This Agreement may not be modified except in writing executed by both parties.

B. SERVICES. The Services will be performed in material compliance with the provisions of the Agreement. Client has reviewed the Agreement in detail and agrees that the Services are appropriate to meet Client's needs and requirements. Unless specified elsewhere in the Agreement, Partner shall furnish all technical and professional services, including labor, material, supplies, equipment, transportation, accommodation, subsistence and supervision of Partner personnel, to perform the Services. Client acknowledges that Partner may utilize third-party service providers in the performance of its obligations hereunder. Partner shall at all times be an independent contractor and no persons involved in connection herewith shall be considered employees of the Client for any purpose.

C. FEES, INVOICING AND PAYMENT. Charges for all services shall be invoiced and paid in accordance with the Lump Sum Price or the Fee Schedule contained in the Agreement. Unless otherwise specified, invoices will be submitted to Client at time of report delivery. Payment is due upon receipt of the invoice and Client agrees that payments shall be made within thirty (30) days of presentation of the invoice. Should cancellation of the project occur after a verbal report of the findings has been provided, Client agrees to make a payment of 80% of the total cost due at the time of cancellation. Amounts not paid within thirty (30) days shall be subject to a late payment charge equal to the lesser of one and one-half percent (1½%) per month or the maximum amount allowed by applicable law. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until the dispute is resolved. Partner may suspend or terminate further performance under this or other agreements with Client upon reasonable notice for the non-payment of invoices. Partner shall have no responsibility or liability in connection with the Services, and Client shall have no right to rely on any report or other materials delivered, until all invoices have been paid in full.

D. CONFIDENTIALITY. Information which the Client identifies as confidential upon provision to Partner and which is not publicly available will be treated as confidential. Partner shall have no liability to Client or any third party for notifications or reports made in accordance with such laws or orders and Client shall defend, indemnify and hold harmless Partner from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Partner in connection with such notifications or reports.

E. INDEMNIFICATION. Partner agrees to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Partner's negligent acts, errors or omissions in the performance of services under this Agreement. Client agrees to indemnify and hold Partner harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of its contractors, subcontractors or anyone for whom the Client is legally liable and arising from the project that is the subject of this Agreement, and for any liabilities incurred by Partner in excess of those limitations contained in Section F below. Each of the foregoing indemnities is conditioned upon the indemnified party (i) providing prompt notice to the indemnifying party of any potential claim, (ii) tendering control of the defense and/or settlement of such claim to the indemnifying party, and (iii) reasonably cooperating with the indemnifying party in the defense and/or settlement of such claim.

F. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF INCOME, PROFITS OR DATA OR DIMINUTION OF VALUE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. CLIENT AND PARTNER AGREE THAT PARTNER'S AGGREGATE LIABILITY TO THE CLIENT AND ALL THIRD PARTIES IN CONNECTION WITH THE SERVICES SHALL BE LIMITED TO GENERAL MONEY DAMAGES NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000.00) OR THE EXTENT OF PARTNER'S VALID AND COLLECTIBLE INSURANCE, WHICHEVER IS LESS. THIS LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY PLED OR ASSERTED. THE PARTIES ACKNOWLEDGE THAT THEY HAVE CONSIDERED THE ALLOCATION OF RISK PRESENTED BY THE PROVISIONS OF THIS PARAGRAPH AND THAT THE

ALLOCATION IS REASONABLE UNDER ALL FACTS AND CIRCUMSTANCES SURROUNDING THE AGREEMENT.

G. WARRANTY. Partner warrants that the Services will be performed in a good and workmanlike manner in accordance with prevailing standards and practices applicable to the Services. PARTNER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

H. SAMPLING. Client recognizes and agrees that Partner is acting as a bailee and at no time assumes title to samples collected in completion of the work and acknowledges that the act of sampling may affect, alter or damage the property, terrain, vegetation, and/or building, structures and improvements at, in or upon the site. Client accepts such risk. Partner will exercise reasonable efforts to limit such alteration or damage. Unless otherwise specifically agreed, Partner will not be responsible for the cost of any required repair or restoration. Partner may discard any and all samples immediately following analysis. Client may request, in writing, that any such samples be retained beyond such date, and in such case Partner will ship such samples to the location designated by Client, at Client's expense. Partner may, upon written request, arrange for storage of samples at mutually agreed storage charges. This is the only notice of intention to discard samples that will be given.

I. RELIANCE. Client understands that Services governed by this agreement are for their sole use and benefit and agrees not to authorize any third party to rely on the Services without the prior written consent of Partner. Partner acknowledges that Client may wish to allow others to rely on the services performed and agrees to extend reliance to others subject to execution of an appropriate agreement and collection of additional fees. Client acknowledges that the terms and conditions offered to others in connection with such reliance may differ from those agreed herein.

J. TERMINATION. This Agreement may be terminated at any time by mutual consent or by notice by either party in writing. In the event of termination prior to completion of the Services (i) by Client for any reason, or (ii) by Partner due to the breach of this Agreement by Client, Partner reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by Partner as necessary to protect its professional reputation, to complete a report on Services performed to date. Partner shall have the right to receive a reasonable termination charge to cover such costs and to be compensated for all Services performed prior to and in connection with such termination.

K. DISPUTES AND ARBITRATION. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the state of California. Any controversy, claim or action arising out of, or related to, this Agreement, the breach thereof, or the coverage of this arbitration provision shall be settled by arbitration which shall be conducted in the state of California in accordance with the Commercial Arbitration rules of the American Arbitration Association as such rules shall be in effect on the date of delivery of demand for arbitration. The arbitration of such issues, including the determination of the amount of any damages suffered by either party hereto by reason of the acts or omissions of the other, shall be to the exclusion of any court of law except for enforcement of an arbitrated award. The decision of the arbitrators, or a majority of them, shall be final and binding on both parties and their respective successors and assigns. If the arbitrators determine that a party has initiated a recovery action on a basis inconsistent with the provisions of this Agreement, the initiating party shall, without exception, be assessed all costs incurred by the responding party. Except as identified above, each party shall pay the fees of its own attorneys, and the expenses of its witnesses and all other expenses connected with the presentation of its case. The costs of the arbitration, including the cost of the record or transcripts thereof, if any, administrative fees, fees of the arbitrators, and all other fees and cost shall be borne as determined by the arbitrators.

L. MISCELLANEOUS. The failure of either party to exercise any right or remedy hereunder or to take any action permitted on a breach by the other party shall not be deemed a waiver of such right or remedy or of any other rights or subsequent breach of a like or different nature. The provisions of this Agreement are severable. The invalidity of any part of this Agreement shall not invalidate the remainder of the Agreement or the remainder of any portion hereof. Neither party shall initiate any claim or action against the other more than eighteen (18) months after completion of the Services. With the exception of Partner submittals to Client, all documents, including, without limitation, historical research, field data, field notes, laboratory test data, calculations and analyses prepared as instruments of service shall remain the property of Partner. Partner will retain all pertinent records relating to the services performed for a period of eighteen months following the completion of Partner's services. After this period, they may be discarded. Neither party shall assign their rights under this Agreement to any third party without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Each party, and the person executing on behalf of such party, represent and warrant that such person has the full power and authority to bind the party represented.



SMITH-EMERY LABORATORIES

An Independent Commercial Testing Laboratory, Established 1904

781 East Washington Boulevard, Los Angeles, California 90021 ♦ Phone (213) 745-5333 ♦ Fax (213) 741-8626

Proposal No. 041018-2R
April 18, 2018

Attn: Jay Kumar P.E.
Partner Engineering and Science Inc.
911 East Colorado Blvd. Suite 310
Pasadena, CA 91106
626-720-3210 / 626-606-0232

Subject: GPR (Ground Penetrating Radar) scan on wall @
100 Old San Gabriel Canyon Rd.
Azusa, CA 91702

Dear Mr. Kumar:

At your request, we are pleased to provide you this cost proposal regarding the subject GPR scan. The following is a description of the testing and a cost breakdown.

Scope of Work:

- Perform GPR scan at requested wall locations for reinforcing layout
- Scanned located will be marked with tape or other material that will not leave permanent marking.
- Issue reinforcing layout report

Cost

- GPR (Ground Penetrating Radar) @ \$175/hr. x 4 hrs.....\$ 700
- Travel @ \$75/hr. x 1.5 hr. x (round trip).....\$ 112.50
- Mileage @ \$0.75 x 60 (round trip / discounted)\$ D/C
- Engineering report.....\$ 250
- 5% administrative fee of total cost.....\$ 53.13

Sub-Total = \$1,115.63

There will also be an administrative fee of 5% of the total testing cost or total invoiced, which is for report processing, copies, and mailing. **A 100% deposit is required prior to test scheduling and commencement.** The total cost will be **\$1,115.63** with the inclusion of 5% Admin Fee. The remaining amount shall be paid prior to release the final report.

Notes: *All testing areas must have safe access for technician.
Smith-Emery Laboratories is not responsible for any damage that may cause by testing.
This work is estimated for 4hrs of work, any delay caused by site situation may add cost to final invoice.
Report will have drawing with layout of reinforcing.*

Closure

Ph: (626) 720-3210
Email: JKumar@partneresi.com



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Proposal No. 041018-2R

April 18, 2018

Smith-Emery appreciates the opportunity to provide you with this cost proposal, and we look forward to fulfilling your testing needs. If I have not addressed some detail of the testing program in the above text, or if you have any questions regarding this letter or related matters please do not hesitate to call me at (213) 745-5333 extension 304, or via email at KRhee@smithemerylabs.com.

Please complete all requested information at the bottom portion of this cost proposal, and fax back to us at (213) 741-8626 if agreed to our fees, terms and conditions noted in this proposal and attachments. Once we received this signed document, we will proceed with the testing.

Sincerely,
SMITH-EMERY LABORATORIES

Electronic Copy
Keith Rhee
Smith-Emery Laboratories

cc: file

If you would like Smith-Emery to provide the above services for your project, please complete the information below and fax back to Smith-Emery Laboratories. Please refer to our attached standard Terms and Conditions.

Approved By: _____ Date: _____

Print Name: _____ Company: _____

Reference Purchase Order No.: _____

Billing Address (if different from that noted in this cost proposal):

**SMITH-EMERY LABORATORIES***An Independent Commercial Testing Laboratory, Established 1904*

781 East Washington Boulevard, Los Angeles, California 90021 ♦ Phone (213) 745-5333 ♦ Fax (213) 741-8626

Proposal No. 041018-2R

April 18, 2018

Charges for Services and Contract Terms

The Charges for Services and General Conditions set forth below will govern the provision of services and will constitute the contract terms, between Smith-Emery Laboratories ("Smith-Emery") unless the Client and Smith-Emery have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall control.

1. Working Conditions and Hours

1.1 Minimum Charges

Show-up -- No inspection performed -- 2 hours.

4 hour minimum -- 1 to 4 hours inspection completed before noon.

8 hour minimum -- Inspection over 4 hours - Any inspection extending past noon.

NOTE: Less than 24 hour call-out may necessitate premium charges.

1.2 Regular Time

First 8 hours, Monday through Friday.

1.3 Time and One-Half

Hours 9 through 12, Monday through Friday.

Hours 1 through 12 Saturday.

Day Shift between 3:00 a.m. and 5:00 a.m.

1.4 Double Time

All hours after 12 Monday through Saturday and all day Sunday.

All holiday hours for in-plant off-site shop inspections.

The first Saturday following the first Friday of the months of June and December.

1.5 Triple Time

Holiday at jobsite. Holidays are: New Year's, Memorial, Independence, Labor, Veterans, Thanksgiving, Day after Thanksgiving, and Christmas.

1.6 Travel Time and Mileage

No Travel Time or Mileage within 50-mile radius of our laboratory for Deputy Inspections only. For projects outside the 50-mile radius, special quotations will be made.

1.7 Parking

When not furnished for inspector, parking will be charged as paid by the inspector.

1.8 Subsistence

On remote jobs, subsistence, when not furnished for inspector, will be charged by quotation.

1.9 Shift Differential

Second (Swing Shift) -- Eight (8) hours will be charged for first 7½ hours worked. Time worked in excess of 7½ hours will be billed at time and one-half rate.

Third (Graveyard Shift) -- Eight (8) hours will be charged for first 7 hours worked. Time worked in excess of 7 hours will be billed at time and one-half rate.

Northern California Steel Shops -- add 12.5% for Night Shift Differential.

1.10 Completion

Inspector will remain on job until discharged by competent authority

1.11 Cancellation

No charge if made before 4:00 p.m. of the preceding day. See Minimum Charge.

1.12 Insurance

Smith-Emery Laboratories carries all insurance required by law. Additional costs of extra insurance certificates, coinsurance endorsements or additional insurance will be invoiced to the client.

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781 East Washington Boulevard, Los Angeles, California 90021 ♦ Phone (213) 745-5333 ♦ Fax (213) 741-8626

Proposal No. 041018-2R

April 18, 2018

Charges for Services and Contract Terms**2. Terms of Payment**

- 2.1 Upon ordering work from Smith-Emery Laboratories and in consideration of the extension of credit, Client and Smith-Emery Laboratories agree as follows:
- a. Invoices for services will be rendered weekly and payments thereof are due upon presentation of invoice.
 - b. Where credit terms have been requested and approved by Smith-Emery Laboratories, invoice terms will be net fifteen (15) days.
 - c. Client will notify Smith-Emery of any invoice errors or necessary corrections within seven (7) days of receipt of invoice; thereafter, client acknowledges invoices shall be deemed to be correct.
 - d. Invoices shall be deemed delinquent if not paid within thirty (30) days from the date of invoice, and will be subject to a late payment charge of 1.5% of the invoice total plus an additional charge of 1.5% of the invoice total for each month for additional credit and collection expense incurred thereby.
 - e. Smith-Emery reserves the right to terminate its Services to Client without notice if all invoices are not paid currently. Upon such termination of Services, the entire amount accrued for all Services performed shall immediately become due and payable. Client waives any and all claims against Smith-Emery, its subsidiaries, affiliates, servants and agents, for termination of work pursuant to this paragraph.
 - f. Should Smith-Emery deem it necessary to refer a past-due account to an attorney or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs. Jurisdiction and venue of all such actions and any other actions arising from this agreement or the provision of services by Smith-Emery shall be in Los Angeles County, State of California.
 - g. Taxes or fees imposed by the government of the country where the fabricator is located resulting from Smith-Emery's services in that country under this contract are to be borne by the client.

3. Escalation Clause

- 3.1 The prices quoted below for inspection services are firm until July 31st. On August first of each year thereafter, the charges for services set forth in the Schedule of Fees will be adjusted by the percentage change resulting from our union contract renegotiation plus corresponding changes in our general administrative and overhead expenses. These adjusted charges shall become the agreed upon basis for charges by Smith-Emery to Client.

4. Anticipated Costs

- 4.1 Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by Smith-Emery are **NOT** "guaranteed maximums," "lump sums," or "not-to-exceed totals." Client will be invoiced for all work performed and only for work performed based on Smith-Emery Working Conditions and Hours.
- 4.2 The Client recognizes that if Shop Steel inspection is listed in the proposal, that unless noted, the inspection is estimated to be performed in only one steel fabrication facility. In addition, it is recognized by the Client that any weekly overtime hours, Saturday or Sunday work, double shift, and/or night shift differential for shop steel inspection is not included in this proposal unless noted.

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Proposal No. 041018-2R

April 18, 2018

General Conditions**1. Indemnification**

- 1.1 In the event of any claim against Smith-Emery by any party other than the Client, Client agrees to hold Smith-Emery, including its shareholders, officers, directors, employees, agents and representatives, free and harmless of and from, and to indemnify and defend Smith-Emery against, any and all liability, claims, causes of action, demands, judgments, losses, damages, expenses or costs (including, but not limited to, all costs and fees of litigation) of every kind, nature and description, including, but not limited to, any and all demands arising by reason of injury or death to person or damage to property, real or personal, including loss of use thereof, economic loss or loss or damages otherwise arising directly or indirectly out of the obligations herein undertaken, or out of operations conducted by Client, however caused or alleged to have been caused, even if due to the acts, errors, omissions or negligence, active, affirmative or passive of Smith-Emery, except for such losses or damages arising out of or caused by the sole negligence or willful misconduct of Smith-Emery.

2. Limitation of Liability

- 2.1 Client and Smith-Emery agree to limit the liability, including but not limited to liability for consequential damages, of Smith-Emery, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract, or negligence, active, affirmative, passive, concurrent or sole, on the part of Smith-Emery, arising directly or indirectly from the performance of the professional services under this Agreement, to Client to \$10,000 or an amount equal to Smith-Emery's fee, whichever is greater.
- 2.2 Client agrees and understands that, in order to provide the professional services requested at the agreed-upon fees, this Agreement does not provide for full liability of Smith-Emery for losses or damages which may arise directly or indirectly under this Agreement. Client further understands that should Client require Smith-Emery to accept exposure to greater liability under this Agreement, Client has the opportunity to negotiate in advance a higher limitation of liability, or to eliminate entirely such limit of liability, but that the higher fees commensurate with this higher risk of liability to Smith-Emery shall be subject to agreement. Client agrees that this provision limiting Smith-Emery's liability cannot be modified, altered, or varied except by a written instrument signed by client and Smith-Emery.
- 2.3 Client understands and agrees that Smith-Emery is not an insurer; that this Agreement does not provide Client with insurance coverage by Smith-Emery or anyone acting on its behalf; that all fees hereunder are based solely on the value of the professional services to be provided by Smith-Emery; that insurance, if any, shall be obtained by Client at Client's sole expense.

3. Dominant Terms

- 3.1 The terms and conditions of this Agreement shall take precedence over any terms and conditions which may appear in Client's purchase order, approval or acceptance. Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the Agreement between Smith-Emery and Client and are not binding upon Smith-Emery. The terms and conditions of this agreement may not be varied or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of Smith-Emery.

PLEASE READ THESE GENERAL CONDITIONS WITH CARE

July 25, 2016

Joe Gonzalez
Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, California 91702
6268151019
jgonzalez@wca.ca.gov

RE: El Encanto Building (Former Restaurant)
100 N. Old San Gabriel Canyon Road
Azusa, California 91702
Proposal Number: 16-166850

Dear Joe Gonzalez:

Partner Engineering and Science, Inc. (Partner) is pleased to submit this proposal to provide professional services for the above-referenced asset. This cover letter serves as a summary of services quoted. Following the attached authorization page, you will find the specific Scope of Work and Terms and Conditions that govern this agreement.

PROPERTY DESCRIPTION

According to information provided, we understand that the subject property consists of a single structure, originally constructed in 1924 and formerly utilized as a restaurant. The building area to be evaluated consists of approximately 7,750 SF which contains the following:

- 2,200 SF - Office (12 employees)
- 1,100 SF - Conference room
- 3,700 SF – Storage, kitchen, restrooms
- 750 SF – Second floor storage area

PURPOSE OF ASSESSMENT

We understand that the purpose of this assessment is to provide information to facilitate completion of due diligence in support of leasing requirements by the Department of General Services (DGS – Real Estate Services Division)

FEE QUOTE AND SCHEDULE

See Scope of Services below for fees.

Project activities will commence upon receipt of completed and signed authorization form. Electronic versions of the report will be delivered within **15 business days**, provided that site access is granted without delay. Schedule for Optional Services will be established once these services have been selected. This proposal shall be valid for ten (10) business days. Hard copies are available upon request at a cost of \$75.00 per copy.

SCOPE OF ASSESSMENT

This assessment will be performed utilizing methods and procedures consistent with good commercial or customary practices designed to conform to acceptable industry standards. The independent conclusions will represent our professional judgment based upon the available information and data. Specific description of the applicable scope(s) of work is included as an attachment to this proposal and incorporated by reference.

CLIENT RESPONSIBILITIES

The Client and/or User of the reports or documents generated during this assessment is responsible for understanding the proposed Scope of Work, contract reliance conditions and the applicable industry standards to which the work is performed. In addition, the Client agrees to provide prompt, safe access to the subject property and coordinate access with the identified site contact, disclose any and all known relevant information and documentation necessary to support our completion of the work. Revision of reports to incorporate information that is provided subsequent to report delivery may require additional costs.

To the extent the provided description of the subject property is incomplete or inaccurate, please provide any additional information on the Authorization to Proceed page.

PROPOSAL TERMS

Authorization confirms acceptance of the defined scope and attached Terms and Conditions. The total contract amount will be due upon receipt of invoice.

We appreciate the opportunity to assist with this project. Please review this entire document, especially the information above to confirm that the asset to be assessed are correctly described and identified. If I can be of any other assistance, please don't hesitate to contact me via telephone at **(714) 317-5069** or e-mail at **ckim@partneresi.com**.

Sincerely,



Christy Kim, AIA, CASp
Senior Architect
Investment Advisory Group

I. SCOPE OF SERVICES

A. ACCESSIBILITY – (DGS CHECKLIST FORMS)

Partner will perform a review of the construction related physical elements of the facility for conformance with the Americans with Disabilities Act (ADA) and the 2013 California Building Code, Chapter 11.

- **Field work** will be led by a field professional that is a CASp and certified with advanced levels of knowledge, training, and extensive experience in performing accessibility reviews. The individuals are typically licensed to perform engineering, architecture, or construction services;
- **Review** of the submitted work by a senior-level project manager whom also possesses similar, exemplary credentials;
- **Evaluate** existing conditions, identify areas of non-compliance utilizing **Accessibility Checklist for State Leased Buildings and Facilities (Accessibility Survey Checklist)**

The following areas will be evaluated (if applicable):

- Exterior parking area and designated accessible route to the entrances of the facility
 - Exterior accessible route from the public right of way
 - Exterior accessible route between buildings on the site, if applicable
 - Parking areas
 - Exterior signage
 - Exterior amenities, if applicable
 - Designated accessible route to those exterior amenities, if applicable
 - Common area restrooms
 - Common area interior amenities
 - Elevators and stairways
 - Interior signage
 - Tenant spaces
- **Review** available construction documents from original construction and subsequent renovations, if applicable;
 - **Measure** construction related physical elements of the facilities including but not limited the following:
 - Widths and slopes of sidewalks, ramps, and curb ramps
 - Handrails
 - Clear width along designated accessible route
 - Protruding objects and head clearance within the circulation route
 - Width and slope of parking spaces
 - Signage height
 - Door widths and maneuvering clearances
 - Clearances in front of accessible elements
 - Clearances at toilets and lavatories
 - Reach range heights
 - Signage heights
 - **Interview** on-site representatives or the Client for information regarding past renovation or addition projects;
 - **Completion** of the State of California Department of General Services (DGS) Real Estate Services Division – Accessibility Checklist for State leased Buildings and Facilities
 - Partner's assessment team will survey the subject property and complete the DGS Accessibility Checklist.
 - A licensed Certified Access Specialist (CASp) and/or registered California Architect (a part of Partner's assessment team) will sign and provide valid registration information to complete the DGS Accessibility Checklist.
 - Report deliverables will be the checklists

EXCLUSIONS

The following items are outside the scope of this survey, if applicable, as they require specialized equipment, expertise, and/or destructive testing to review. These items include alarms, strobes, lighting levels, telephone TTY operations and magnetic levels, audio decibel levels, translating and sizes of Braille wording and characters, blocking within walls, structural strength of grab bars, and slip resistant surfaces that cannot be determined visually.

Field verification after barrier removal is complete is not included as part of this proposal; although, Partner can provide this as additional services.

Sample Form G is not included in this portion of the work.

B. ACCESSIBILITY – PARTNER DETAILED ACCESSIBILITY REPORT

Partner will prepare a Detailed Accessibility Report identifying areas of the property that are not in compliance with the applicable accessibility codes and standards. The report will include existing barriers that require removal with written and diagrammatic information, an opinion of probable cost, and photographic documentation of the existing conditions. Recommendations for the removal of the existing barriers will be included.

If the property is found to be in compliance with all applicable codes and standards, Partner will prepare a Detailed Accessibility Report indicating that the property meets applicable standards and no further barrier removal is required.

II. OPTIONAL SERVICES**A. AS BUILT DRAWINGS**

As an optional service, Partner can provide a set of measured drawings of the existing facility. Fee is based on the understanding that previous tenant improvement CAD drawings will be made available. Plans will include each floor plans and enlarged plans if necessary. Elevations are not included as part of these measured drawings.

B. ARCHITECTURAL BARRIER REMOVAL DESIGN SERVICES

Partner can provide optional services for Architectural Barrier Removal Design Services. Services will include a set of architectural drawings to be submitted to the city for approval for removal of barriers noted in the Survey Checklist/Reports completed by Partner. Documents will be limited to barrier removal plans and details only.

The owner will submit the drawings to the city for approval or Partner can submit the drawings to the city for the additional fee.

Contractor performing the barrier removal work will pull the permit at the city once the documents have been approved.

C. VERIFIED REPORT FORM G PER DSA

At construction completion for removal of architectural accessibility barriers, Partner will visit the property to confirm barriers have been removed and construction has been completed in accordance with the approved drawings. Partner will provide a signed copy of the Verified Report Form G, as required by the DSA and which can be obtained from the DSA website, confirming that the property is in compliance with applicable requirements.

Client to check the following services to be included in the contract.

ACCESSIBILITY – (DGS CHECKLIST FORMS AND DETAILED ACCESSIBILITY REPORT) Option 1 - TOTAL	\$8,210	<input type="checkbox"/>
Accessibility Evaluation – DGS Checklist Forms	\$6,590	<input type="checkbox"/>
Detailed Accessibility Report (with Non-Compliant Issues Table)	\$1,620	<input type="checkbox"/>
ACCESSIBILITY – (DGS CHECKLIST FORMS AND DETAILED ACCESSIBILITY REPORT) Option 2 - TOTAL	\$5,700	<input type="checkbox"/>
Accessibility Evaluation – DGS Checklist Forms (Project Compliant)	\$5,200	<input type="checkbox"/>
Detailed Accessibility Report (Project Compliant)	\$500	<input type="checkbox"/>
ADDITIONAL/OPTIONAL SERVICES		
As-Built Drawings (Floor plans, enlarge floor plans). Fee based on the former TI drawings being provided to Partner in CAD.	\$3,300	<input type="checkbox"/>
Architectural Barrier Removal Design Services (Not to exceed fee includes architectural services based on the "Exhibit A – Planners Access Checklist" provided by the Client. If civil services are required, this will be additional). Fee is not to exceed and will be adjusted according to the number and types of non-compliant issues identified at the property. Fees include plan check corrections if required.	\$3,000 NTE (Fee to be adjusted once non-compliant issues are identified)	<input type="checkbox"/>
City Submission and Coordination (contractor to pull permit once drawings have been approved)	\$1,200	<input type="checkbox"/>
Verified Report Form G	\$1,500	<input type="checkbox"/>

Total fee is based on the provided property information. Field conditions that significantly differ from the referenced information may warrant additional costs. Fee for Detailed Accessibility Report is with the understanding that the Accessibility Evaluation – DGS Checklist Forms will be completed concurrently and a separate site visit will not required in order to complete the Detailed Accessibility Report..

WCA Office Building: DGS Compliance Bid Summary

Department of General Services (DGS): Requirements for Leasing Property to the State

Last updated: 11/29/16

File: W:\Property Management\River Wilderness Park Property Management\ADA and Seismic Assessment\DGS_Leasing Requirements_Outline

Compliance Item	Specification	Partner	Amor	DLR
1	As-Built Drawings -- Exhibit A Plan	\$ 3,300	\$ 2,920	\$ 14,160
2	ADA Compliance	Partner	Amor	DLR
In-Compliance	DGS' Accessibility Checklist for State-Leased Buildings and Facilities	\$ 5,200	\$ 4,995	\$ 3,900
	Verified Report: Form G	\$ 500	\$ 1,600	\$ 1,580
	ADA Compliant Total	\$ 5,700	\$ 6,595	\$ 5,480
Non-Compliant	DGS' Accessibility Checklist for State-Leased Buildings and Facilities	\$ 6,590	\$ 4,995	\$ 3,900
	Compliance Plan/Solutions Report	\$ 1,620	\$ 2,840	\$ 16,120
	ADA Non Compliant Total	\$ 8,210	\$ 7,835	\$ 20,020
Additional/ Optional Services	Architectural Barrier Removal Design Services	\$ 3,000	\$ 7,880	\$ 28,340
	City Submission and Coordination	\$ 1,200	\$ -	\$ 8,000
	*Construction (not included)			
	Verified Report: Form G	\$ 1,500	\$ 3,780	\$ 1,580
	Additional ADA Services Total	\$ 5,700	\$ 11,660	\$ 37,920
3	Seismic Risk Assessment	Partner	Plump	AEI
	Seismic Risk Assessment - DGS Seismic Certificate of Applicable Code	\$ 1,800		\$ 2,000
	Tier 1: determine if the life safety performance objectives can be met by the existing structure	\$ 2,700	\$ 8,500	na
	Tier 2: evaluation and design of strengthening	Upon Request		na
	*Construction (not included)			
	Sign Seismic Certificate of Applicable Code	included	included	
	Seismic Risk Assessment Total	\$ 4,500	\$ 8,500	\$ 2,000

May 17, 2018 - Item 13

RESOLUTION 2018-11

RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO AUTHORIZE A CONTRACT WITH BLUEGREEN CONSULTING TO PROVIDE PLANNING AND DESIGN SERVICES FOR THE CRYSTAL LAKE RECREATION AREA AND SAN GABRIEL CANYON MASTER PLAN.

WHEREAS, the Watershed Conservation Authority (WCA) has been established as a joint powers agency between the Rivers and Mountains Conservancy and the Los Angeles County Flood Control District; and

WHEREAS, the Watershed Conservation Authority (WCA) has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action authorizes a contract with Partner Engineering and Science, Inc. to provide professional engineering and design services for the WCA (El Encanto) Office Building; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA); NOW

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated May 17, 2018.
4. **AUTHORIZES** the contract with Partner Engineering and Science, Inc. to provide Engineering and Design Services for the WCA (El Encanto) Office Building.

~ End of Resolution ~

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Resolution 2018-11

Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Passed and Adopted by the Board of the
WATERSHED CONSERVATION
AUTHORITY On May 17, 2018

M. Janet Chin, Governing Board Chair

ATTEST: _____

David Edsall
Deputy Attorney General