



CITY OF ARCADIA

CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, February 3, 2026, 7:00 P.M.

Location: City Council Chambers, 240 W. Huntington Drive

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (626) 574-5455. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

根据《美国残障人法案》，需要调整或提供便利设施才能参加会议的残障人士（包括辅助器材或服务）可与市书记官办公室联系（电话：(626) 574-5455）。请在会前 48 小时通知市书记官办公室，以便作出合理安排，确保顺利参加会议。

Pursuant to the City of Arcadia's Language Access Services Policy, limited-English proficient speakers who require translation services in order to participate in a meeting may request the use of a volunteer or professional translator by contacting the City Clerk's Office at (626) 574-5455 at least 72 hours prior to the meeting.

根据阿凯迪亚市的语言便利服务政策，英语能力有限并需要翻译服务才能参加会议的人可与市书记官办公室联系（电话：(626) 574-5455），请求提供志愿或专业翻译服务，请至少在会前 72 小时提出请求。

How to Submit Public Comment:

Members of the Public who wish to submit public comment may do so using one of the following methods. Public comment is limited to the time and words allotted.

- 1. In-Person:** Complete a Speaker Card, indicating the agenda item number and place it in the Public Comment Drop Box, or simply come to the podium when the Mayor asks for those who wish to speak. Generally, the allotted time is determined by the number of speakers, in accordance with the following format: **5 speakers or less – 5 minutes each**; between **6 and 20 speakers – 3 minutes each**; between **21 and 50 speakers – 2 minutes each**; and more than **50 speakers – 1 minute each**. Comments on all non-public hearing items will generally be taken at the Public Comment portion of the agenda.
- 2. Website:** Please submit your comments using our online public comment form at ArcadiaCA.gov/comment. Your comments must be received at least 30 minutes prior to the posted meeting time.
- 3. Email:** Please submit your comments via email to CityClerk@ArcadiaCA.gov. Your comments must be received at least 30 minutes prior to the posted meeting time.

Electronic submission of Public Comment is also available via the City's website or by email as noted above. Public Comment submitted electronically will not be read into the record at the posted meeting time but are forwarded to the City Council prior to the meeting for consideration.

如何提交公众评论意见：

公众成员可以使用以下任何一种方法提交公众评论意见。请在时间和字数的限制范围内提交公众评论意见

1. **现场发言：**填写发言卡，注明议程项目编号并投入公众意见投递箱；或在市长邀请发言者上前时，直接上前至讲台。发言时间通常根据发言人数确定，具体如下：**5 人及以下，每人 5 分钟；6 至 20 人，每人 3 分钟；21 至 50 人，每人 2 分钟；超过 50 人，每人 1 分钟。**所有非公开听证事项的意见通常在议程中的公众意见环节听取。
2. **网站：**请使用以下网站中刊载的在线公众评论意见表提交您的评论意见：ArcadiaCA.gov/comment。必须在公布的会议时间前至少提前 30 分钟提交评论意见。
3. **电子邮件：**请将您的评论意见通过电子邮件发送至：CityClerk@ArcadiaCA.gov。必须在公布的会议时间前至少提前 30 分钟提交评论意见。

亦可按照以下方法在本市网站上或通过电子邮件以电子方式提交公众评论意见。以电子方式提交的公众评论意见不会在公布的会议期间读入记录，但会在会议开始前转交给市议会，供市议会考虑。

1. CALL TO ORDER

2. INVOCATION

Mohammad Ahad, Mosque of San Gabriel

3. PLEDGE OF ALLEGIANCE

Mohammad Ahad, Mosque of San Gabriel

4. ROLL CALL OF CITY COUNCIL MEMBERS

Sharon Kwan, Mayor

Eileen Wang, Mayor Pro Tem

Dr. Michael Cao, Council Member

Paul P. Cheng, Council Member

David Fu, Council Member

5. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

6. PRESENTATIONS

- a. Presentation of Mayor's Certificate of Commendation to Arcadia High School student Anika Jha for winning First Place in Congresswoman Judy Chu's Congressional App Challenge.

7. CITY COUNCIL REORGANIZATION

a. Presentations to outgoing Mayor Sharon Kwan

Presentation by Director of Outreach and Constituent Services Maile Plan on behalf of Congresswoman Judy Chu

Presentation by District Representative Elaine Pang on behalf of Senator Sasha Renée Pérez

Presentation by Field Representative Fion Lam on behalf of Assembly Member Mike Fong

Presentation by Field Deputy Brendan Hidalgo on behalf of Supervisor Kathryn Barger

Presentation by Special Assistant Field Deputy Candy Ng on behalf of Assessor Jeff Prang

Presentation by President Christine Zito, Past-President Sina Mohajer, and Secretary Josh Goldman on behalf of the Arcadia Chamber of Commerce

Presentation by President Leigh Chavez and Clerk Shirley Yee on behalf of the Arcadia Unified School District

Presentation by Vice President Tao Peng on behalf of the Arcadia Chinese Association

Presentation by President Joyce Platt on behalf of the Arcadia Woman's Club

Presentation by Executive Director Donna Choi on behalf of the Downtown Arcadia Improvement Association

Presentation by Chairman Mike Danielson on behalf of the Arcadia Performing Arts Foundation

Presentation by Mike Veerman, Sharon Chun Watterau, Pastor Jolene Cadenbach, and Julio Agbon on behalf of Creative Housing Options in Arcadia

Presentation by Mayor Pro Tem Eileen Wang on behalf of the City of San Gabriel

Presentation of Gavel Plaque by Mayor Pro Tem Eileen Wang on behalf of the City of Arcadia

Remarks by outgoing Mayor Sharon Kwan

b. Presentations to incoming Mayor Eileen Wang

Presentation by Director of Outreach and Constituent Services Maile Plan on behalf of Congresswoman Judy Chu

Presentation by District Representative Elaine Pang on behalf of Senator Sasha Renée Pérez

Presentation by Field Representative Fion Lam on behalf of Assembly Member Mike Fong

Presentation by Field Deputy Brendan Hidalgo on behalf of Supervisor Kathryn Barger

Presentation by Special Assistant Field Deputy Candy Ng on behalf of Assessor Jeff Prang

Presentation by President Christine Zito, Former President Sina Mohajer, and Secretary Josh Goldman on behalf of the Arcadia Chamber of Commerce

Presentation by President Leigh Chavez and Clerk Shirley Yee on behalf of the Arcadia Unified School District

Presentation by Vice President Tao Peng on behalf of the Arcadia Chinese Association

Presentation by President Joyce Platt on behalf of the Arcadia Woman's Club

Presentation by Executive Director Donna Choi on behalf of the Downtown Arcadia Improvement Association

Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of San Gabriel

c. Administration of the oath of office to Mayor Eileen Wang

Remarks by Mayor Eileen Wang

d. Administration of the oath of office to Mayor Pro Tem Paul Cheng

Remarks by Mayor Pro Tem Paul Cheng

e. Remarks by members of the City Council

8. PUBLIC COMMENTS (5-minute time limit each speaker)

Any person wishing to speak before the City Council is asked to complete a Speaker Card and place it in the Public Comment Drop Box prior to the time the Mayor calls for Public Comments. Generally, the allotted time is determined by the number of speakers, in accordance with the following format: **5 speakers or less – 5 minutes each**; between **6 and 20** speakers – **3 minutes each**; between **21 and 50** speakers – **2 minutes each**; and more than **50** speakers – **1 minute each**. Comments on all non-public hearing items will generally be taken at the Public Comment portion of the agenda. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

9. CONSENT CALENDAR

a. Special and Regular Meeting Minutes of January 20, 2026.

CEQA: Not a Project

Recommended Action: Approve

- b. Resolution No. 7672 declaring that weeds, brush, rubbish, and refuse upon or in front of specified property in the City are a seasonal and recurrent public nuisance, and declaring an intention to provide for the abatement thereof.

CEQA: Not a Project

Recommended Action: Adopt

- c. Contract with Mackone Development, Inc. for the Arcadia Par 3 Restroom Remodel Project in the amount of \$83,065.78.

CEQA: Exempt

Recommended Action: Approve

- d. Accept all work performed by Precision Garage Doors & Gates Inc. for the Fire Station 106 Garage Door Replacement Project as complete.

CEQA: Exempt

Recommended Action: Approve

10. AB 1234 REPORTS FROM MAYOR AND CITY COUNCIL (*limited to legally required reports*).

11. REQUEST FOR FUTURE ITEMS

12. ADJOURNMENT

The City Council will adjourn to Tuesday, February 17, 2026, at 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

The City Council encourages public participation, and invites you to share your views on City business.

MEETINGS: Regular Meetings of the City Council are held on the first and third Tuesday of each month at 7:00 p.m. in City Council Chambers. A full City Council agenda packet with all backup information is available at City Hall and on the City's website at www.ArcadiaCA.gov. Copies of individual Agenda Reports are available via email upon request (CityClerk@ArcadiaCA.gov). Documents distributed to a majority of the City Council after the posting of this agenda will be available for review at the Office of the City Clerk, 240 W. Huntington Drive, Arcadia, California. Live broadcasts and replays of the City Council Meetings are on cable television. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

PUBLIC PARTICIPATION: Your participation is welcomed and invited at all City Council meetings. Time is reserved at each regular meeting for those in the audience who wish to address the City Council. The City requests that persons addressing the City Council refrain from making personal, slanderous, profane, or disruptive remarks. Where possible, please place a **Speaker Card** in the Public Comment Drop Box, or simply come to the podium when the Mayor asks for those who wish to speak, and state your name and address (optional) for the record.

PUBLIC COMMENTS: Should be presented during the time designated as "PUBLIC COMMENTS", for all matters on the agenda or not on the agenda. **By State law, the City Council may not discuss or vote on items not on the agenda. The matter may be referred to staff for appropriate action or response or will be placed on the agenda of a future meeting except for public hearing items.**

PUBLIC HEARINGS AND APPEALS: Are items scheduled for which public input is either required or desired. Separate and apart from the applicant (who may speak longer in the discretion of the City Council), the allotted speaking time is generally determined by the number of speakers, in accordance with the following format: **5** speakers or less – **5 minutes each**; between **6** and **20** speakers – **3 minutes each**; between **21** and **50** speakers – **2 minutes each**; and more than **50** speakers – **1 minute each**. The applicant may additionally submit rebuttal comments.

AGENDA ITEMS: The Agenda contains the regular order of business of the City Council. Items on the Agenda have generally been reviewed and investigated by the City Staff in advance of the meeting so that the City Council can be fully informed about a matter before making its decision.

CONSENT CALENDAR: Items listed on the Consent Calendar are considered to be routine by the City Council and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the City Council, Staff, or the public so requests. In this event, the item will be removed from the Consent Calendar and considered and acted on separately.

DECORUM: While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including but not limited to, conduct that prevents other members of the audience from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting are expected to adhere to the City's policy barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation, or age. The Chief of Police, or such member or members of the Police Department, shall serve as the Sergeant-at-Arms of the City Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official or a majority of the Councilmembers, for the purpose of maintaining order and decorum at the meeting. Any person who violates the order and decorum of the meeting may be placed under arrest and such person may be prosecuted under the provisions of Penal Code Section 403 or applicable Arcadia Municipal Code section.

欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，欢迎您就市政事务分享观点。

会议： 市议会例行会议于每月第一个和第三个星期二晚 7:00 在市议会会议厅举行。 完整的市议会会议程资料包（含所有背景信息）可在市政厅和市网站 www.ArcadiaCA.gov 获取。 如有需要，可通过电子邮件 (CityClerk@ArcadiaCA.gov) 索取单项议程报告副本。本议程公布后分发给多数市议会成员的文件，可在市书记官办公室查阅，地址为 240 W. Huntington Drive, Arcadia, California。 市议会会议将通过有线电视直播和重播。 您出席本次公开会议，您的影像和/或声音可能如前所述被录制和播放。

公众参与： 欢迎您参加所有市议会会议。每次例行会议均为希望在市议会发言的与会者预留时间。 市府要求在市议会发言的人士避免发表人身攻击、诽谤、亵渎或扰乱秩序的言论。请尽可能将 **发言卡** 投入公众意见投递箱，或在市长邀请发言者上前时直接上前至讲台，并报上姓名和地址（可选）以供记录。

公众意见： 所有关于议程内或议程外事项的意见，均应在指定的“公众意见”环节提出。根据州法律，对于未列入议程的项目，市议会不得予以讨论或投票表决。相关事宜可转交工作人员采取适当行动或做出回应，或列入未来会议议程，公开听证事项除外。

公开听证和上诉： 这些是已列入议程、需要或希望听取公众意见的项目。 除申请人外（市议会可酌情允许其发言更长时间），发言时间通常根据人数确定，具体如下：**5 人及以下，每人 5 分钟；6 至 20 人，每人 3 分钟；21 至 50 人，每人 2 分钟；超过 50 人，每人 1 分钟。** 申请人可另外提交反驳意见。

议程项目： 议程包含市议会的常规议事顺序。 议程上的项目通常已由市府工作人员在会前进行审查和调查，以便市议会在决策前充分了解相关事项。

同意议程： 同意议程上的项目被市议会视为常规事项，将通过一次动议进行表决。 除非市议会成员、工作人员或公众提出要求，否则不会对这些项目单独讨论。 若有此要求，该项目将从同意议程中移除，并另行审议和表决。

会场秩序： 公众可自由批评市政政策以及市议会或其成员的行动或拟议行动，但不得有扰乱会议正常进行的行为，包括但不限于：妨碍其他与会者在发言时被听见，或妨碍其他与会者听见或看见会议进程。 公众不得以人身伤害威胁任何人，或以任何可合理解读为迫在眉睫的人身伤害威胁的方式行事。 所有与会者均须遵守市府禁止基于种族、宗教信仰、肤色、国籍、血统、身体残疾、健康状况、婚姻状况、性别、性取向或年龄进行骚扰的政策。 警察局长或其指定的警局成员担任市议会会议的秩序官。 秩序官须执行会议主持官员或多数议员下达的命令和指示，以维持会场秩序和礼仪。任何违反会场秩序和礼仪的人员可能被逮捕，并根据《刑法》第 403 节或适用的《Arcadia 市政法典》条款被起诉。

**ARCADIA CITY COUNCIL
SPECIAL MEETING MINUTES
TUESDAY, JANUARY 20, 2026**

CALL TO ORDER – Mayor Kwan called the Special Meeting to order at 5:45 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cao, Cheng, Fu, Wang, and Kwan
ABSENT: None

PUBLIC COMMENT – No one appeared.

City Attorney Maurer announced that the following Closed Session Item would not be discussed and that it would be removed from the agenda:

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)
Facts and Circumstances: Government Code Section 54956.9(e)(2).

CLOSED SESSION

- a. Confer with legal counsel regarding existing litigation.

Pursuant to Government Code Section 54956.9 (d)(1) to confer with legal counsel regarding the matter of Elias Hernandez v. City of Arcadia, a government entity; Yiming Ou, an individual; and Does 1-30, inclusive (Case No. 24NNCV05154).

- b. Confer with legal counsel regarding anticipated litigation.

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)
Facts and Circumstances: Written threat of litigation (1case).

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)
Facts and Circumstances: Receipt of claims pursuant to the Government Claims Act (4 cases).

The Special Meeting ended at 6:36 p.m.

No reportable action was taken.



Linda Rodriguez
Linda Rodriguez
City Clerk

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JANUARY 20, 2026**

1. CALL TO ORDER – Mayor Kwan called the Regular Meeting to order at 7:00 p.m.

2. INVOCATION – Terrence Shay, Arcadia Police Department Chaplain

3. PLEDGE OF ALLEGIANCE – Terrence Shay, Arcadia Police Department Chaplain

4. ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cao, Cheng, Fu, Wang, and Kwan

ABSENT: None

5. REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS

City Attorney Maurer reported that prior to the Regular Meeting, the City Council met in Closed Session to discuss the three items listed on the posted agenda and that no reportable action was taken. He also noted that for item (b.) of the Closed Session Agenda, it was announced that subsection (e)(2) would not be discussed and that item subsequently removed from the agenda.

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto announced the launch of the City's new website; he noted that the agenda packet link previously sent to the City Council may be inaccessible while technical issues are resolved and provided guidance for accessing the agenda.

7. PRESENTATIONS

a. Presentation of Mayor's Certificate of Commendation to former Arcadian Phil Hendrie, in recognition of 50 years in radio and comedy and induction into the Radio Hall of Fame.

8. PUBLIC HEARING

a. Ordinance No. 2411 amending Article VI of the Arcadia Municipal Code regarding the Businesses, Professions, Trades, and Occupations (Business License) Code.
CEQA: Exempt
Recommended Action: Introduce

Economic Development Manager Vuong presented the Staff Report.

Mayor Kwan opened the Public Hearing – no one appeared.

Mayor Kwan closed the Public Hearing.

After discussion, Council Member Fu made a motion to introduce Ordinance No. 2411, amending Article VI of the Arcadia Municipal Code regarding the Businesses, Professions, Trades, and Occupations (Business License) Code, requesting that the appellant procedure be amended to keep the current two-tiered appeal process.

City Manager Lazzaretto recommended tabling this item to allow staff time to rewrite that section.

Council Member Fu amended his motion to table this item and provided direction to bring this item forward at a future meeting with his requested revisions.

City Attorney Maurer clarified for the record that ordinances require two readings prior to adoption and that Ordinance No. 2411 will be re-introduced at a future meeting.

It was moved by Council Member Fu, seconded by Council Member Cao, and placed on a roll call vote to table this item to allow staff time to rewrite the appellant procedure section to maintain the current two-tiered appeal process, and reintroduce Ordinance No. 2411 at a future meeting.

AYES: Fu, Cao, Cheng, Wang, and Kwan
NOES: None
ABSENT: None

b. Report on vacancies, recruitment, and retention efforts in compliance with Assembly Bill 2561.

CEQA: Not a Project

Recommended Action: Receive and File

Human Resources Manager Stepanian presented the Staff Report.

Mayor Kwan opened the Public Hearing – no one appeared.

Mayor Kwan closed the Public Hearing.

Mayor Kwan posed questions to City Manager Lazzaretto and Chief Nakamura regarding the Police Department's hiring, recruitment, and retention efforts.

Council Member Fu and Council Member Cao raised a Point of Order to City Attorney Maurer regarding the questions and discussion from Mayor Kwan. City Attorney Maurer confirmed the questions and foregoing discussion were within the bounds of the posted agenda.

After discussion, the report was received and filed by the City Council.

9. PUBLIC COMMENTS

City Attorney Maurer announced that Public Comment for Item 13. State of the City will be taken at this time – during general Public Comment.

April Verlato, former Arcadia Mayor and resident, appeared and announced that the State of the City Address will be held on January 22; she commended Mayor Kwan for her work; she expressed her concerns about an incident involving an Arcadia Police officer, a resident, and herself; and requested that City Manager Lazzaretto and Police Chief Nakamura address the concerns outlined in her email to them.

10. CONSENT CALENDAR

- a. Special and Regular Meeting Minutes of December 16, 2025.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7671 amending the Fiscal Year 2025-26 General Fund Budget, authorizing a supplemental budget appropriation for confidential employment matters in the amount of \$300,000, offset by a reduction in the General Fund Reserve; and approve two Purchase Orders with Debra L. Reilly, APLC in an amount not to exceed \$60,000 total, one Purchase Order with JL Group, LLC in an amount not to exceed \$55,000, and one Purchase Order with Liebert Cassidy Whitmore in an additional amount of \$125,000, for professional services related to confidential employment matters.
CEQA: Not a Project
Recommended Action: Adopt and Approve
- c. Donation from Dialed Labs for a sauna and ice bath unit.
CEQA: Not a Project
Recommended Action: Accept
- d. Contract with Enfra MCC, LLC for HVAC preventative maintenance and repair services at various City facilities in an amount not to exceed \$391,886.19.
CEQA: Not a Project
Recommended Action: Approve
- e. Contract with Mackone Development, Inc. for the Community Center Walk-In Refrigerator Refurbishment and Kitchen Tile Replacement Project in the amount of \$71,395.41.
CEQA: Exempt
Recommended Action: Approve

- f. Amendment to the Professional Services Agreement with American Business Machines to include the Arcadia Police Department jail camera system and upgraded monitoring station in the amount of \$101,276.29.
CEQA: Not a Project
Recommended Action: Approve
- g. Purchase Order with Envision DTE FD Auto LLC for the purchase of one 2025 Ford Maverick in the amount of \$36,796.50
CEQA: Not a Project
Recommended Action: Approve
- h. Purchase Order with Colley Ford for the purchase of one 2025 Ford Escape Plug-In Hybrid in the amount of \$37,782.80.
CEQA: Not a Project
Recommended Action: Approve
- i. Accept all work performed by Axiom Group for the design and construction of the Newcastle Park Renovation Project as complete.
CEQA: Exempt
Recommended Action: Approve

Mayor Kwan pulled Consent Calendar Item 10.b for separate discussion.

In response to Mayor Kwan's inquiries, Human Resources Director Williams indicated that the volume of confidential matters in Fiscal Year 2025-26 was higher than anticipated.

City Manager Lazzaretto noted that although this year's budget was similar to previous years, this fiscal year has required a greater level of professional services in this area.

Human Resources Director Williams explained that \$65,000 was set aside in prior budgets for these services, and the requested appropriation is intended to cover anticipated needs for the duration of the fiscal year; she also noted that while the \$300,000 appropriation has not been fully expended, confidential and unanticipated personnel matters have been substantial compared to prior years.

City Manager Lazzaretto provided examples of personnel matters that could be addressed through the proposed contracts.

It was moved by Council Member Fu, seconded by Council Member Cao, and carried on a roll call vote to approve Consent Calendar Items 10.a through 10.i.

AYES: Fu, Cao, Cheng, Wang, and Kwan
NOES: None
ABSENT: None

11. AB 1234 REPORTS FROM MAYOR AND CITY COUNCIL (*limited to legally required reports*).

Council Member Fu announced that he attended the Arcadia Chinese Association Annual Gala; and he thanked the association for their continued support of the community.

Council Member Cao announced that he attended the Arcadia Chinese Association Annual Gala; he thanked the association for their continued support and noted that the event was held in honor of the Children's Hospital of Los Angeles.

Council Member Cheng announced that he attended the Arcadia Chinese Association Annual Gala, the Arcadia Association of Realtors Awards and Installation Event, and the Arcadia High School Apache Marching Band 59th Annual Spaghetti Dinner.

Mayor Pro Tem Wang announced that she attended the Arcadia Chinese Association Annual Gala; she thanked the association for their support and she thanked her colleagues for their support of the association.

Mayor Kwan announced that she attended the Arcadia Chinese Association Annual Gala; she commended the association for their work and she thanked her colleagues for their support of the association.

12. REQUEST FOR FUTURE ITEMS

There were no requests for future items.

13. STATE OF THE CITY

The City Council recessed at 8:35 p.m. to the State of the City Address, to be held on Thursday, January 22, 2026, at 4:00 p.m. at the Hilton Hotel, 123 W. Huntington Drive, Arcadia, California.

The City Council reconvened at 4:00 p.m. at the Hilton Hotel.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cheng, Fu, Wang, and Kwan

ABSENT: Cao

Mayor Kwan provided a speech and presented a video highlighting Arcadia's major accomplishments over the past year and discussed significant initiatives for Arcadia's future.

The following speakers provided remarks:

- Karen Mac Nair, Arcadia Chamber of Commerce Chief Executive Officer

- Charisma Chen, Guest Speaker
- Nicole Chang, Guest Speaker

The State of the City ended at 6:00 p.m.



Linda Rodriguez
City Clerk



CITY OF ARCADIA

STAFF REPORT

OFFICE OF THE CITY CLERK

DATE: February 3, 2026

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
By: Linda Rodriguez, City Clerk

SUBJECT: RESOLUTION NO. 7672 DECLARING THAT WEEDS, BRUSH, RUBBISH, AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING AN INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF

CEQA: Not a Project

Recommendation: Adopt

SUMMARY

The Los Angeles County Department of Agricultural Commissioner/Weights and Measures (the "County") has submitted a "Declaration List" of private properties within the City that have been found to have hazardous weeds, brush, and rubbish, which constitute an existing or potential hazard to the health and safety of adjacent property owners. As a result, the County recommends that the City Council adopt a resolution declaring that the conditions are a public nuisance that must be abated or removed. It is recommended that the City Council adopt Resolution No. 7672 and schedule the protest public hearing for February 17, 2026.

BACKGROUND

Annually, the County inspects vacant properties located in the City of Arcadia to identify potentially hazardous conditions that must be removed or abated. For 2026, 19 properties have been found to have weeds, brush, and/or rubbish upon them. A list of those parcels has been attached as part of Resolution No. 7672, Exhibit "A".

Attached for City Council consideration is Resolution No. 7672, declaring that weeds, brush, rubbish, and refuse upon or in front of specified property in the City are a

seasonal and recurrent public nuisance, and declaring its intention to provide for the abatement thereof. It is also recommended that a public hearing be set for February 17, 2026, at 7:00 p.m., for the City Council to hear protests from affected property owners. In recent years, no property owners have attended the public hearings to contest the public nuisance findings or proposed abatement.

The nuisance abatement process also allows property owners sufficient time to clean up their properties before the County provides services on their behalf. Quite often, on large vacant properties, it is easier and more affordable for the property owners to allow the County to remove the weeds and debris and pay the abatement charges.

Upon adoption of Resolution No. 7672, the County will mail weed abatement notices to those property owners. If the nuisances are not adequately mitigated, the County will perform the work and add the cost to the annual property tax bills for the subject property. Later this year, this item will return to the City Council for adoption of the final list of properties subject to abatement charges.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

There is no cost to the City to have the County abate or remove nuisances from those properties located in the City of Arcadia. Affected property owners are assessed by the County directly for the removal of the weeds, brush, rubbish, and refuse, if necessary. This program negates the need for code enforcement efforts by City staff on these properties and increases the rate of compliance significantly.

RECOMMENDATION

It is recommended that the City Council find that the proposed action does not constitute a project under the California Environmental Quality Act; and adopt Resolution No. 7672 declaring that weeds, brush, rubbish, and refuse upon or in front of specified property in the City are a seasonal and recurrent public nuisance, and

Resolution No. 7672 – County Weed Abatement

February 3, 2026

Page 3 of 3

declaring its intention to provide for the abatement thereof; and schedule the protest public hearing for February 17, 2026.

Attachment: Resolution No. 7672

RESOLUTION NO. 7672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DECLARING THAT WEEDS, BRUSH, RUBBISH, AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING AN INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF

THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of Arcadia specifically finds:

A. That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or are otherwise noxious or dangerous, or a public nuisance.

B. That the presence of dry grass, stubble, refuse, or other flammable materials are conditions that endanger the public safety by creating a fire hazard.

C. That by reason of the foregoing facts, the weeds, brush, rubbish, dry grass, stubble, refuse and other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.

D. That the public nuisance exists upon, or on the streets or sidewalks in front of, the private properties described in Exhibit "A".

SECTION 2. Pursuant to the findings of fact by this City Council heretofore made, the City Council determines that the weeds, brush, rubbish, dry grass, stubble, refuse and other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail.

SECTION 3. The Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspection. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON NEXT PAGE]

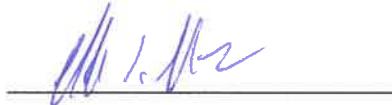
Passed, approved and adopted this 3rd day of February, 2026.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Exhibit "A"

2026
 LOS ANGELES COUNTY
 DECLARATION LIST
 CITY OF ARCADIA
 KEY OF 7, CITY CODE 035 (UNIMPROVED)

DATE: 01/27/2026

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5765 002 015		NEVIS CAPITL LLC	335 N BERRY ST	BREA CA	92821
5765 002 016		NEVIS CAPITL LLC	335 N BERRY ST	BREA CA	92821
5771 001 902		LA COUNTY FLOOD CONTROL DISTRICT	900 S FREMONT AVE	ALHAMBRA CA	91803
5773 007 009	153 E SANTA CLARA ST	KOEPER,JOSEF TR	153 W LEMON AVE	ARCADIA CA	91007
5779 015 041		CHIEN,CHEN F A CO TR	1604 SHENANDOAH RD	SAN MARINO CA	91108
5779 018 040	201 E DUARTE RD	MEILOON PROPERTIES LLC	713 W DUARTE RD STE G300	ARCADIA CA	91007
5779 018 050	203 E DUARTE RD	MEILOON PROPERTIES LLC	713 W DUARTE RD STE G300	ARCADIA CA	91007
5784 020 014		KOLOVOS,GEORGE P TR	12424 WILSHIRE BLVD STE 1040	LOS ANGELES CA	90025
8532 013 026		289 NORTH ROBERTSON BLVD II LLC	2220 AVENUE OF THE STARS # 1005	LOS ANGELES CA	90067
8532 013 027		289 NORTH ROBERTSON BLVD II LLC	2220 AVENUE OF THE STARS # 1005	LOS ANGELES CA	90067
8532 013 029		289 NORTH ROBERTSON BLVD II LLC	2220 AVENUE OF STARS #1005	LOS ANGELES CA	90067
8532 016 001		LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 003		LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 004		LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 022		LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8572 002 005	314 E LIVE OAK AVE	WU,YI-SHUEN M AND SHI-HUNG K	1601 PERKINS DR	ARCADIA CA	91006
8572 002 007		WU,YI-SHUEN M AND SHI-HUNG K	1601 PERKINS DR	ARCADIA CA	91006
8573 024 005	122 E LIVE OAK AVE	NORTH AMERICA DONGHENG HOLDING	411 E HUNTINGTON DR STE 107 PMB 387	ARCADIA CA	91006
8573 024 006	128 E LIVE OAK AVE	NORTH AMERICA DONGHENG HOLDING	411 E HUNTINGTON DR STE 107 PMB 387	ARCADIA CA	91006
TOTAL VACANT/IMPROVED RECORDS					0
TOTAL UNIMPROVED RECORDS					19
TOTAL RECORDS					19



CITY OF ARCADIA

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

DATE: February 3, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Leonel Martin, Public Works Project Manager

SUBJECT: CONTRACT WITH MACKONE DEVELOPMENT, INC. FOR THE ARCADIA
PAR 3 RESTROOM REMODEL PROJECT IN THE AMOUNT OF \$83,065.78

CEQA: Exempt

Recommendation: Approve

SUMMARY

The Public Works Services Department ("PWSD") is responsible for ensuring that the Arcadia Par 3 Golf Course facility and grounds are properly maintained. The City of Arcadia has a management agreement with Touchstone Golf, LLC ("Touchstone") for the management of the course. The agreement includes setting aside a portion of gross revenues to be used for improvements to the Arcadia Par 3 Golf Course facilities and/or grounds. Funds in the amount of \$100,000 from the Par 3 Golf Course Fund were budgeted in the FY 2024-25 Capital Improvement Program to remodel the men's restroom of the Par 3 Golf Course. Utilizing Sourcewell, a national cooperative purchasing program, enables the City to streamline the procurement process and receive the best price possible.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with Mackone Development, Inc. for the Par 3 Restroom Remodel Project in the amount of \$83,065.78, with a 10% contingency.

BACKGROUND

The Arcadia Par 3 Golf Course opened in 1962 and hosts an 18-hole course over 1,947 yards, situated on approximately 26 acres. Weather permitting, the golf course is open for business at least 12 hours per day, 360 days per year. Both the driving range

and golf course are equipped with lighting for night play. The Par 3 Golf Course is popular and well utilized, with average monthly revenues totaling approximately \$165,500. The PWSD is responsible for ensuring that the Arcadia Par 3 Golf Course facility and grounds are properly maintained. After inspecting the Par 3 Golf Course facility, it was determined that the men's restroom at the Par 3 Golf Course needs improvements.

DISCUSSION

The men's restroom at the Arcadia Par 3 Golf Course has not been updated or improved in more than 15 years. Tiles in the restroom are cracked, and partitions are scratched and outdated. The Fiscal Year 2024-25 Capital Improvement Program provides for the remodel of the men's restroom at the Par 3 Golf Course. As part of this project, the cracked tile will be removed and properly disposed of, and new tile will be installed. A new sink, soap dispenser, and paper towel dispenser will also be installed. The existing urinal will be replaced with a new urinal, and an additional urinal will be added. Furthermore, new ADA compliant rails will be installed in the facility.

The California Government Code authorizes public agencies to participate in cooperative purchasing agreements, while remaining within the City's adopted rules and procedures for purchasing. By utilizing a cooperative purchasing program, the City can streamline the procurement process of remodeling the Par 3 men's restroom at a lower cost than the traditional competitive bidding process. Sourcewell awarded a contract to Mackone Development, Inc. for General Building Construction Tasks. A copy of the agreement between Sourcewell and Mackone Development, Inc. is attached. The bidding process and the contract have been reviewed by the PWSD and meet the City's procurement requirements. The City has previously contracted with Mackone Development, Inc. and has been satisfied with their service.

ENVIRONMENTAL ANALYSIS

The Project is considered a Class 1 Exemption as defined in Section 15301(d) "Existing Facilities" projects of the California Environmental Quality Act ("CEQA"), which exempts projects consisting of the minor alteration of existing public structures.

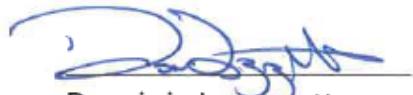
FISCAL IMPACT

Funds in the amount of \$100,000 from the Par 3 Golf Course Fund were budgeted in the FY 2024-25 Capital Improvement Program for this project. The total cost for the Par 3 Restroom Remodel Project is \$83,065.78, and a 10% contingency would bring the total cost to \$91,372.36, which is within the adopted budget.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a contract with Mackone Development, Inc. for the Arcadia Par 3 Restroom Remodel Project in the amount of \$83,065.78, with a 10% contingency.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Sourcewell Contract
Proposed Construction Contract

**AGREEMENT TO
MODIFY AND EXTEND
SOURCEWELL CONTRACT #CA-R8-GB-101723-MDI**

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcewell Contract #CA-R8-GB-101723-MDI, is effective upon the date of the last signature below.

Sourcewell and Mackone Development Inc (“Contractor”) have entered into an Indefinite Delivery-Indefinite Quantity Construction Contract, Contract Number **CA-R8-GB-101723-MDI**, with an initial term ending December 5, 2024, and five bilateral options to extend for an additional one-year term (“Contract”). The parties agree to modify and extend the Contract as stated below.

CONTRACT MODIFICATION

The following is adopted as the new CTC for the Contract effective December 6, 2024:

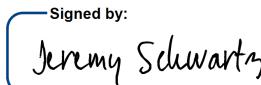
Sourcewell California - Region 8

Pursuant to the Contract, Contractor’s Adjustment Factors remain fixed for the duration of the contract term and are unaffected by this modification.

EXERCISE OF OPTION: EXTENSION

Contractor and Sourcewell hereby desire and agree to extend the Contract, with the above modification, for the period of December 6, 2024 through December 5, 2025.

Sourcewell

Signed by:

By: COED2A139D06489
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2024 | 8:48 AM CST

Mackone Development Inc

DocuSigned by:

By: 16CB5FA9EEBE49C
Matt Dugan
Title: Vice President
Date: 11/15/2024 | 5:48 AM PST

AGREEMENT TO MODIFY AND EXTEND SOURCEWELL CONTRACT #CA-R8-GB-101723-MDI

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcwell Contract #CA-R8-GB-101723-MDI is effective upon the date of the last signature below.

Sourcwell and Mackone Development Inc (“Contractor”) have entered into an Indefinite Quantity Construction Contract, Contract Number CA-R8-GB-101723-MDI with an initial term ending December 5, 2024, and five bilateral options to extend for an additional one-year term (“Contract”). This contract has previously been extended by the parties for the term ending December 5, 2025. The parties agree to modify and extend the Contract as stated below.

CONTRACT MODIFICATION

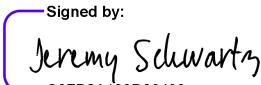
The updated CTC will appear in the eGordian software upon receipt of the executed extension document.

Pursuant to the Contract, Contractor’s Adjustment Factors remain fixed for the duration of the contract term and are unaffected by this modification.

EXERCISE OF OPTION: EXTENSION

Contractor and Sourcwell hereby desire and agree to extend the Contract, with the above modification, for the period of December 6, 2025 through December 5, 2026.

Sourcwell

Signed by:

By: _____
Jeremy Schwartz

Title: Chief Procurement Officer

Date: 10/29/2025 | 3:17 PM CDT

Mackone Development Inc

DocuSigned by:

By: _____
Matt Dugan
Title: Vice President

Date: 10/29/2025 | 10:40 AM PDT



Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: CA-R8-GB-101723-MDI

Service Type: General Building

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Mackone Development Inc, 2244 Beverly Blvd, Los Angeles, CA 90057** (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

I. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the later of December 6, 2023 or the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires **December 5, 2024**, unless it is terminated sooner pursuant to Article XX of the General Terms and Conditions, which are incorporated into this Contract by reference. This Contract allows up to five additional one-year extensions upon the request of Sourcewell and written agreement with Contractor. Sourcewell retains the right to consider additional extensions beyond six years as required under exceptional circumstances.

II. REGION AND SERVICES

The Contractor's Region is: Region 8. The Contractor's IDIQ construction service type is: General Building. The Contractor **has** agreed to perform work outside the Region.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours – Prevailing Wage Rate Projects:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.3000.

B. Other Than Normal Working Hours – Prevailing Wage Rate Projects: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.4500.

C. Secured Facilities/OSHPD Prevailing - Wage Rate Projects: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.5500.

D. All Union Wage Projects: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.4500.

E. Non pre-priced Adjustment Factor: To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.1500.

VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Matt Dugan. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

Mackone Development Inc

DocuSigned by:

By: _____
Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/1/2023 | 11:21 AM CST

DocuSigned by:

By: _____
Matt Dugan

Title: Vice President

Date: 12/1/2023 | 9:13 AM PST

**CITY OF ARCADIA
CONSTRUCTION CONTRACT
ARCADIA PAR-3 RESTROOM REMODEL PROJECT**

1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, **2026** by and between the City of Arcadia, a public agency of the State of California (“City”) and **Mackone Development, Inc.**, a California Corporation, with its principal place of business at **2244 Beverly Boulevard, Los Angeles, CA 90057** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing **restroom construction/remodel** related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: **Class B, C-36, and C-54**.

2.3 Project. City desires to engage Contractor to render such services for the **Arcadia Par-3 Restroom Remodel Project** (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and addenda and addenda thereto:

- Services/Schedule (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- Federal Requirements (Exhibit “G”)
- Addenda
- Change Orders executed by the City

- **Current** Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **Sixty-Two (62) working days**, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **Two Thousand Eight Hundred Dollars (\$2,800.00) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **EIGHTY-THREE THOUSAND, SIXTY-FIVE DOLLARS AND SEVENTY-EIGHT CENTS ONLY (\$83,065.78)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects.

Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$25,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. If the Total Contract Price exceeds \$35,000 and if Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. If the Total Contract Price exceeds \$25,000, Contractor is advised that eight (8) hours labor constitutes a legal day’s work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. If the Total Contract Price exceeds \$25,000, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public

works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. If the Total Contract Price exceeds \$25,000, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. If the Total Contract Price exceeds \$25,000, Contractor acknowledges that it is aware that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work,

Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a “living document” that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor’s sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor’s failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor’s failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City’s attorney’s fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state

and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to

disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 **Claims; Government Code Claim Compliance.**

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a

process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, “Claim” means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor’s request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: “THIS IS A CLAIM.” Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor’s claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall

provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 et seq.

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be

experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage; (2) Automobile Liability: \$5,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding

the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 **Insurance Endorsements.** The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 **General Liability.** (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work. **Contractor may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable;** (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 **Automobile Liability.** (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible. Contractor may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 **Workers' Compensation and Employer's Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 **All Coverages.** Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or

canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and

provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by

Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall

be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Mackone Development, Inc.
2244 Beverly Blvd.
Los Angeles, California 90057
Attn: Matt Dugan

CITY:

City of Arcadia
240 West Huntington Drive
Arcadia, California 91066
Attn: Carlos Aguilar, General Services Superintendent

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file,

a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ARCADIA
AND MACKONE DEVELOPMENT, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the
____ day of _____, 2026.

CITY OF ARCADIA

By: _____
Dominic Lazaretto
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Michael J. Maurer
City Attorney

MACKONE DEVELOPMENT, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT “A”

SERVICES / SCHEDULE

The project plan and proposal (**Work Order Number 133812.00**) are incorporated into this Contract. (see attachment “A”).

The project plan and proposal (EZIQC Contract No.: CA-R8-GB-101723-MDI) are incorporated into this Contract.

Work Order Signature Document
EZIQC Contract No.: CA-R8-GB-101723-MDI

New Work Order

Modify an Existing Work Order

Work Order Number.: 133812.00

Work Order Date: 12/19/2025

Work Order Title: Arcadia-Par 3-Restroom Remodel

Owner Name: City of Arcadia Public Works Services Dept

Contractor Name: Mackone Development, Inc.

Contact: Carlos Aguilar

Contact: Matt Dugan

Phone: 626-254-2710

Phone: 213-252-9506

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-MDI.

Brief Work Order Description:

Restroom Remodel

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages
Will apply: Will not apply:
Work Order Firm Fixed Price: \$83,065.78

Owner Purchase Order Number:

Approvals

City of Arcadia Public Works Services Department Date

Mackone Development, Inc.

Date



Detailed Scope of Work

To: Matt Dugan
Mackone Development, Inc.
2244 Beverly Blvd.
Los Angeles, CA 90057
213-252-9506

From: Carlos Aguilar
City of Arcadia Public Works Services Department
11800 Goldring Rd.
Arcadia, CA 91066
626-254-2710

Date Printed: December 19, 2025

Work Order Number: 133812.00

Work Order Title: Arcadia-Par 3-Restroom Remodel

Brief Scope: Restroom Remodel

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Demo Existing Men's Restroom. Supply and install new Tile Floor and 4" FRP wainscot. Provide rough plumbing for one new Urinal. Provide and install new Partitions. Provide and install new fixtures. (1 toilet, 1 Lavatory, 2 urinals) Prep prime & Paint walls and ceiling. Upgrade existing lighting to LED.

Subject to the terms and conditions of EZIQC Contract **CA-R8-GB-101723-MDI**.

Mackone Development, Inc.

Date

City of Arcadia Public Works Services Department

Date

Contractor's Price Proposal - Summary

Date: December 19, 2025

Re: IQC Master Contract #: CA-R8-GB-101723-MDI
Work Order #: 133812.00
Owner PO #:
Title: Arcadia-Par 3-Restroom Remodel
Contractor: Mackone Development, Inc.
Proposal Value: \$83,065.78

Section - 01	\$9,973.48
Section - 02	\$667.26
Section - 03	\$3,038.75
Section - 06	\$1,691.95
Section - 08	\$741.31
Section - 09	\$14,408.78
Section - 10	\$15,828.54
Section - 22	\$36,715.71
Proposal Total	\$83,065.78

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: December 19, 2025

Re: IQC Master Contract #: CA-R8-GB-101723-MDI
 Work Order #: 133812.00
 Owner PO #:
 Title: Arcadia-Par 3-Restroom Remodel
 Contractor: Mackone Development, Inc.
 Proposal Value: \$83,065.78

Sect.	Item	Mod.	UOM	Description				Line Total
Labor	Equip.	Material	(Excludes)					
Section - 01								
1	01 22 16 00 0002	EA		Reimbursable Fees	Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.			\$1,788.11
				Installation	Quantity	Unit Price	Factor	Total
					1,625.55	x	1.1000	= 1,788.11
				2% Bond=				
2	01 22 23 00 0155	WK		Up To 2,000 CFM, Portable Negative Air Machine				\$1,096.13
				Installation	Quantity	Unit Price	Factor	Total
					2.00	x	421.59	= 1,096.13
				2 weeks x 1 restroom				
3	01 56 16 00 0013	SF		6 Mil, Fire Retardant, Plastic Sheeting, Applied To Walls	Includes removal after use.			\$183.61
				Installation	Quantity	Unit Price	Factor	Total
					214.00	x	0.66	= 183.61
				protect outside and adjacent area outside of restroom				
4	01 56 16 00 0014	SF		6 Mil, Fire Retardant, Plastic Sheeting, Applied To Ceilings	Includes removal after use.			\$302.77
				Installation	Quantity	Unit Price	Factor	Total
					274.00	x	0.85	= 302.77
				protect outside and adjacent area outside of restroom				
5	01 56 16 00 0090	SF		3/4" Thick, Plywood For Temporary Floor Protection	Includes removal after use.			\$385.84
				Installation	Quantity	Unit Price	Factor	Total
					140.00	x	2.12	= 385.84
				protect floor outside of restrooms				
6	01 71 36 00 0004	EA		>1 To 4 Hours On Site, Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or Asphalt				\$2,265.71
				Installation	Quantity	Unit Price	Factor	Total
					1.00	x	1,742.85	= 2,265.71
				slab scanning one each for drain piping location and rebar location for partition install.				
7	01 74 19 00 0016	EA		40 CY Dumpster (5 Ton) "Construction Debris"	Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.			\$2,207.66
				Installation	Quantity	Unit Price	Factor	Total
					2.00	x	849.10	= 2,207.66
				2 for demo and 1 for general debris				
8	01 74 19 00 0017	EA		10 CY Low-Boy Dumpster "Concrete Or Asphalt Only"	Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.			\$968.21
				Installation	Quantity	Unit Price	Factor	Total
					1.00	x	744.78	= 968.21
				basement restroom concrete				

Contractor's Price Proposal - Detail Continues..

Work Order Number: 133812.00

Work Order Title: Arcadia-Par 3-Restroom Remodel

Section - 01

9 01 74 19 00 0022	MO	Ramped Concrete Washout BinIncludes delivery.				\$775.44
		Installation	Quantity 1.00	x	Unit Price 596.49	x
basement trench pour						

Subtotal for Section - 01

\$9,973.48

Section - 02

10 02 41 13 13 0043	SF	>3" To 6" By Hand, Break-up And Remove Concrete Paving				\$667.26
		Installation	Quantity 64.00	x	Unit Price 8.02	x
demo for new urinal line						

Subtotal for Section - 02

\$667.26

Section - 03

11 03 30 53 00 0009	CF	Hand Mix And Place 3,000 PSI ConcreteFor use where conventional equipment access is limited or when directed by the owner. Includes local aggregate, sand, bagged cement (Type I) and water.				\$3,038.75
		Installation	Quantity 110.00	x	Unit Price 21.25	x
patch back for new urinal line						

Subtotal for Section - 03

\$3,038.75

Section - 06

12 06 16 33 00 0030	SF	3/4" Thick Plywood Underlayment BC Grade				\$134.68
		Installation	Quantity 40.00	x	Unit Price 2.59	x
For Countertop						
13 06 83 16 00 0002	SF	Fiberglass Reinforced Polyester (FRP) PanelingIncluding Adhesive And Trim				\$1,557.27
		Installation	Quantity 198.00	x	Unit Price 3.95	x
		Demolition	Quantity 198.00	x	Unit Price 2.10	x
1.3000 = 1,016.73						
1.3000 = 540.54						

Subtotal for Section - 06

\$1,691.95

Section - 08

14 08 31 13 00 0010	EA	8" x 8" Stainless Steel Access Door With Cam Latch				\$741.31
		Installation	Quantity 3.00	x	Unit Price 190.08	x
access for trap primes, WH, valves						

Subtotal for Section - 08

\$741.31

Section - 09

15 09 22 16 13 0048	LF	10" Wide, 14 Gauge Galvanized Steel Backing Plate				\$2,068.56
		Installation	Quantity 180.00	x	Unit Price 8.84	x
1.3000 = 2,068.56						
backing for toilet partitions and accessories						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 133812.00

Work Order Title: Arcadia-Par 3-Restroom Remodel

Section - 09

16	09	29	10	00	0009	SF	5/8" Type X Fire Rated Gypsum Board					\$749.01	
							Installation	Quantity	Unit Price	Factor	=	Total	
							208.00	x	2.09	x	1.3000	565.14	
							Demolition	208.00	x	0.68	x	1.3000	183.87
							Walls behind FRP						
17	09	29	10	00	0009	0050	For Horizontal Installation Up To 10' High, Add					\$137.90	
							Installation	Quantity	Unit Price	Factor	=	Total	
							208.00	x	0.51	x	1.3000	137.90	
18	09	29	10	00	0041	SF	Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board					\$470.50	
							Installation	Quantity	Unit Price	Factor	=	Total	
							348.00	x	1.04	x	1.3000	470.50	
							Walls behind FRP						
19	09	29	10	00	0045	LF	>10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board Use this task for the entire wall area when the wall is >10' high.					\$39.31	
							Installation	Quantity	Unit Price	Factor	=	Total	
							16.00	x	1.89	x	1.3000	39.31	
							Corner						
20	09	30	13	00	0004	SF	8" x 8" And Larger Unmounted Ceramic Floor Tile Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles.					\$3,242.72	
							Installation	Quantity	Unit Price	Factor	=	Total	
							160.00	x	13.64	x	1.3000	2,837.12	
							Demolition	160.00	x	1.95	x	1.3000	405.60
							10 x 16 ft						
21	09	30	13	00	0004	0066	For >50 To 250, Add					\$324.48	
							Installation	Quantity	Unit Price	Factor	=	Total	
							160.00	x	1.56	x	1.3000	324.48	
22	09	30	13	00	0012	LF	6" High x 24" Long, Unpolished Ceramic Cove Base (Daltile Portfolio)					\$1,983.77	
							Installation	Quantity	Unit Price	Factor	=	Total	
							58.00	x	23.58	x	1.3000	1,777.93	
							Demolition	58.00	x	2.73	x	1.3000	205.84
							18 + 18 +11+ 11						
23	09	32	13	00	0003	SF	1-1/4" Minimum Thickness Portland Cement Mortar Setting Bed For commercial floors. Includes 15 Lb. felt and wire reinforcement.					\$1,955.20	
							Installation	Quantity	Unit Price	Factor	=	Total	
							160.00	x	6.62	x	1.3000	1,376.96	
							Demolition	160.00	x	2.78	x	1.3000	578.24
							10 x16						
24	09	32	13	00	0003	0059	For >50 To 250, Add					\$172.64	
							Installation	Quantity	Unit Price	Factor	=	Total	
							160.00	x	0.83	x	1.3000	172.64	
25	09	34	00	00	0002	SF	Waterproof And Crack Prevention Membrane, RedGard® for floor					\$838.24	
							Installation	Quantity	Unit Price	Factor	=	Total	
							160.00	x	4.03	x	1.3000	838.24	
26	09	34	00	00	0002	0059	For >50 To 250, Add					\$128.96	
							Installation	Quantity	Unit Price	Factor	=	Total	
							160.00	x	0.62	x	1.3000	128.96	
27	09	91	23	00	0111	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Stucco Wall Surfaces					\$659.62	
							Installation	Quantity	Unit Price	Factor	=	Total	
							430.00	x	1.18	x	1.3000	659.62	
							Paint ceiling and walls 198sf + 232 sf						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 133812.00

Work Order Title: Arcadia-Par 3-Restroom Remodel

Section - 09

Subtotal for Section - 09

\$14,408.78

Section - 10

Contractor's Price Proposal - Detail Continues..

Work Order Number: 133812.00

Work Order Title: Arcadia-Par 3-Restroom Remodel

Section - 10

39	10	28	13	13 0241	EA	Recessed Mounted, Automatic Sensor, Cast-Iron Cover Hand/Hair Dryer (American Dryer A60TR)	\$3,421.89
						Quantity	Unit Price
						1.00 x	2,599.48 x
						Factor	1.3000 =
							3,379.32
						Demolition	1.00 x 32.74 x 1.3000 = 42.56
40	10	28	13	13 0378	EA	24" x 36", Surface Mounted, Stainless Steel Angle Frame Glass Mirror/Shelf Combination (Bobrick B-292-2436)	\$704.57
						Quantity	Unit Price
						1.00 x	513.22 x
						Factor	1.3000 =
							667.19
						Demolition	1.00 x 28.76 x 1.3000 = 37.39

Subtotal for Section - 10

\$15,828.54

Section - 22

41	22	11	16	00 0916	LF	3/4" Inside Diameter, Type L, Copper Pipe/Tubing With Fittings AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$2,096.90
						Quantity	Unit Price
						50.00 x	27.92 x
						Factor	1.3000 =
							1,814.80
						Demolition	50.00 x 4.34 x 1.3000 = 282.10
						Relocate water lines for new layout	
42	22	11	16	00 0919	LF	1-1/2" Inside Diameter, Type L, Copper Pipe/Tubing With Fittings AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$1,491.75
						Quantity	Unit Price
						25.00 x	39.02 x
						Factor	1.3000 =
							1,268.15
						Demolition	25.00 x 6.88 x 1.3000 = 223.60
						Relocate water lines for new urinal	
43	22	11	16	00 0919	LF	1-1/2" Inside Diameter, Type L, Copper Pipe/Tubing With Fittings AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$1,491.75
						Quantity	Unit Price
						25.00 x	39.02 x
						Factor	1.3000 =
							1,268.15
						Demolition	25.00 x 6.88 x 1.3000 = 223.60
						Relocate water lines for new urinal	
44	22	11	19	00 0087	EA	Up To 11 Fixture Unit Capacity, 3/4" Nipple, Stainless Steel, Hydrotrol Water Hammer Arrestor (Jay R. Smith® 5005)	\$782.89
						Quantity	Unit Price
						2.00 x	301.11 x
						Factor	1.3000 =
							782.89
						Watter hammer arrestors	
45	22	13	13	00 0003	EA	Floor Mounted Water Closet, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply . Excludes fixture and flush valve.	\$1,351.66
						Quantity	Unit Price
						1.00 x	1,039.74 x
						Factor	1.3000 =
							1,351.66
46	22	13	13	00 0006	EA	Wall Mounted Urinal, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and flush valve.	\$1,591.49
						Quantity	Unit Price
						2.00 x	612.11 x
						Factor	1.3000 =
							1,591.49
47	22	13	13	00 0007	EA	Wall Mounted Lavatory, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet.	\$937.57
						Quantity	Unit Price
						1.00 x	721.21 x
						Factor	1.3000 =
							937.57

Contractor's Price Proposal - Detail Continues..

Work Order Number: 133812.00

Work Order Title: Arcadia-Par 3-Restroom Remodel

Section - 22

48	22	13	16	00 0003	LF	2" Diameter, Underground Bell And Spigot Cast Iron Soil Pipe AssemblyIncludes all fittings and gaskets. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available.	\$1,813.97
					Installation	Quantity 34.00 x Unit Price 34.04 x Factor 1.3000 = Total 1,504.57	
					Demolition	Quantity 34.00 x Unit Price 7.00 x Factor 1.3000 = Total 309.40	
					Relocation of Sanitary Sewer for urinal		
49	22	13	16	00 0004	LF	3" Diameter, Underground Bell And Spigot Cast Iron Soil Pipe AssemblyIncludes all fittings and gaskets. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available.	\$1,306.33
					Installation	Quantity 17.00 x Unit Price 48.56 x Factor 1.3000 = Total 1,073.18	
					Demolition	Quantity 17.00 x Unit Price 10.55 x Factor 1.3000 = Total 233.16	
					Relocation of Sanitary Sewer for revised urinal		
50	22	13	16	00 0005	LF	4" Diameter, Underground Bell And Spigot Cast Iron Soil Pipe AssemblyIncludes all fittings and gaskets. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available.	\$2,185.33
					Installation	Quantity 22.00 x Unit Price 62.98 x Factor 1.3000 = Total 1,801.23	
					Demolition	Quantity 22.00 x Unit Price 13.43 x Factor 1.3000 = Total 384.10	
					Relocation of Sanitary Sewer for revised urinal		
51	22	13	16	00 0012	LF	2" Diameter, Aboveground No Hub Cast Iron Soil Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.	\$1,280.71
					Installation	Quantity 22.00 x Unit Price 37.67 x Factor 1.3000 = Total 1,077.36	
					Demolition	Quantity 22.00 x Unit Price 7.11 x Factor 1.3000 = Total 203.35	
					for relocation of vent lines		
52	22	13	16	00 0105	EA	3" Bell And Spigot Cast Iron Combination Wye And 1/8 Bend	\$336.06
					Installation	Quantity 1.00 x Unit Price 180.54 x Factor 1.3000 = Total 234.70	
					Demolition	Quantity 1.00 x Unit Price 77.97 x Factor 1.3000 = Total 101.36	
					Relocation of Sanitary Sewer for revised urinal		
53	22	13	16	00 0106	EA	4" Bell And Spigot Cast Iron Combination Wye And 1/8 Bend	\$446.20
					Installation	Quantity 1.00 x Unit Price 241.05 x Factor 1.3000 = Total 313.37	
					Demolition	Quantity 1.00 x Unit Price 102.18 x Factor 1.3000 = Total 132.83	
					Relocation of Sanitary Sewer for revised urinal		
54	22	42	13	13 0026	EA	2 Piece Tank Type, Pressure Assisted, Siphon Jet, Floor Mounted, Back Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (American Standard Yorkville™ ADA)	\$6,293.91
					Installation	Quantity 4.00 x Unit Price 1,065.98 x Factor 1.3000 = Total 5,543.10	
					Demolition	Quantity 5.00 x Unit Price 115.51 x Factor 1.3000 = Total 750.82	
55	22	42	13	13 0054	EA	Vertical Adjustable On Stack, No-Hub, Single Water Closet Carrier	\$1,947.01
					Installation	Quantity 1.00 x Unit Price 1,439.06 x Factor 1.3000 = Total 1,870.78	
					Demolition	Quantity 1.00 x Unit Price 58.64 x Factor 1.3000 = Total 76.23	
56	22	42	13	16 0016	EA	Washout, Floor Mounted, Vitreous China Urinal (Kohler® Branham™)	\$3,218.97
					Installation	Quantity 2.00 x Unit Price 1,163.10 x Factor 1.3000 = Total 3,024.06	
					Demolition	Quantity 1.00 x Unit Price 149.93 x Factor 1.3000 = Total 194.91	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 133812.00

Work Order Title: Arcadia-Par 3-Restroom Remodel

Section - 22

57	22	42	16	13	0017	EA	24" x 18" Enameled Cast Iron Countertop Lavatory (Kohler® Thoreau®)	\$1,182.88
							Quantity	Unit Price
							Installation	1.00 x 812.73 x
							Demolition	1.00 x 97.18 x
								1.3000 = 1,056.55
								1.3000 = 126.33
58	22	42	16	13	0113	EA	Wall Mounted Adjustable Plate Type, Single Lavatory Carrier With Exposed Acid Resistant White Coated Arms	\$1,155.39
							Quantity	Unit Price
							Installation	1.00 x 838.78 x
							Demolition	1.00 x 49.98 x
								1.3000 = 1,090.41
								1.3000 = 64.97
59	22	42	39	00	0186	EA	Self-Generating EcoPower System, Single Supply Sensor Faucet, Standard Spout (Toto "Eco-Power" TEL3GKCN-60)	\$2,262.01
							Quantity	Unit Price
							Installation	1.00 x 1,647.38 x
							Demolition	1.00 x 92.63 x
								1.3000 = 2,141.59
								1.3000 = 120.42
60	22	42	43	00	0021	EA	1.28 GPF, Back Spud, Concealed Infrared Water Closet Flush Valve (Toto EcoPower TET2LN31 Or TET3LN31)	\$1,343.07
							Quantity	Unit Price
							Installation	1.00 x 1,033.13 x
								1.3000 = 1,343.07
61	22	42	43	00	0043	EA	Exposed Infrared Urinal Flush Valve (3/4" V.B.) (Toto EcoPower TEU1LN12)0.5 GPF.	\$2,199.86
							Quantity	Unit Price
							Installation	2.00 x 827.16 x
							Demolition	1.00 x 37.88 x
								1.3000 = 2,150.62
								1.3000 = 49.24

Subtotal for Section - 22

\$36,715.71

Proposal Total

\$83,065.78

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

EXHIBIT "B"

PLANS AND SPECIFICATIONS

All service and unit specifications are listed in Exhibit "A".

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, *et seq.*, of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

MACKONE DEVELOPMENT, INC.

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Arcadia (hereinafter referred to as "City") has awarded to **Mackone Development, Inc.**, (hereinafter referred to as the "Contractor") **Contract No. _____** an agreement for **Arcadia Par-3 Restroom Remodel Project** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of **EIGHTY-THREE THOUSAND, SIXTY-FIVE DOLLARS, AND SEVENTY-EIGHT CENTS ONLY (\$83,065.78)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or _____

Representative for service of _____

process in California, if different _____
from above)

(Telephone number of Surety and _____

Agent or Representative for service _____

of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

Individual
 Corporate Officer

Title(s)

Title or Type of Document

Partner(s) Limited
 General
 Attorney-In-Fact
 Trustee(s)
 Guardian/Conservator
 Other:

Number of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date of Document

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Arcadia (hereinafter designated as the "City"), by action taken or a resolution passed **February 3, 2026**, has awarded to **Mackone Development, Inc.** hereinafter designated as the "Principal," a contract for the work described as follows: **Arcadia Par-3 Restroom Remodel Project / Contract No. _____** (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of **EIGHTY-THREE THOUSAND, SIXTY-FIVE DOLLARS, AND SEVENTY-EIGHT CENTS ONLY (\$83,065.78)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant

seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20_____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

DESCRIPTION OF ATTACHED DOCUMENT

Title(s)

Title or Type of Document

Partner(s) Limited

□ General

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

Sign. () Githa Th. N. and Al.

EXHIBIT "G"

FEDERAL REQUIREMENTS

Not Applicable.



CITY OF ARCADIA

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

DATE: February 3, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Leonel Martin, Public Works Project Manager

SUBJECT: ACCEPT ALL WORK PERFORMED BY PRECISION GARAGE DOORS & GATES INC. FOR THE FIRE STATION 106 GARAGE DOOR REPLACEMENT PROJECT AS COMPLETE

CEQA: Exempt

Recommendation: Approve

SUMMARY

On June 3, 2025, the City Council approved a contract with Precision Garage Doors & Gates Inc. in the amount of \$192,500 for the Fire Station 106 Garage Door Replacement Project. The terms and conditions of this project have been complied with, and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$199,352. This amount reflects the approved contract of \$192,500 plus change orders totaling \$6,852, or 3.56% more than the approved contract amount.

It is recommended that the City Council accept all work performed by Precision Garage Doors & Gates Inc. for the Fire Station 106 Garage Door Replacement Project as complete and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$9,967.60.

BACKGROUND

The Public Works Services Department ("PWSD") is responsible for the maintenance and repair of all City facilities, including all City fire stations. The garage doors at Fire Station 106 were original to the facility and had been in service since 1995. Due to their age and continuous use, the doors began to fail and needed to be replaced. The

Accept Fire Station 106 Garage Door Replacement Project

February 3, 2026

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Fiscal Year 2024-25 Capital Improvement Program ("CIP") provided for the replacement of six garage doors at Fire Station 106.

DISCUSSION

On June 3, 2025, the City Council approved a contract with Precision Garage Doors & Gates Inc. for the Fire Station 106 Garage Door Replacement Project. As part of this project, six existing garage doors and related mechanisms at Fire Station 106 were removed and properly disposed of. Six new commercial-grade overhead doors were installed, along with an updated motorized system to ensure smooth and consistent operations. The existing push-button control systems were also retained and reconnected to the new door mechanisms.

During the project, staff determined that upgrading to insulated garage doors would further increase energy efficiency, noise reduction, and durability. The table below shows the cost and description of all contract change orders for the project:

CCO	Description	Amount
1.	Door Model Upgrade - Non-Insulated to Insulated	\$6,852
	Total:	\$6,852

All terms and conditions of the contract have been complied with, and the work has been performed to the satisfaction of the Project Manager. Precision Garage Doors & Gates Inc. completed the work as defined in the project plans and specifications, in an efficient and timely manner.

ENVIRONMENTAL ANALYSIS

This Project is considered a Class 1 exemption as defined in Section 15301(a) "Existing Facilities" projects of the California Environmental Quality Act ("CEQA"), which exempts projects consisting of alterations to existing facilities like interior partitions, plumbing, and electrical conveyances.

Accept Fire Station 106 Garage Door Replacement Project

February 3, 2026

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FISCAL IMPACT

Funds in the amount of \$180,000 were budgeted in the Fiscal Year 2024-25 CIP for the Fire Station 106 Garage Door Replacement Project. On June 3, 2025, the City Council approved a contract with Precision Garage Doors & Gates Inc. for the Fire Station 106 Garage Door Replacement Project in the amount of \$192,500; a supplemental budget appropriation in the amount of \$31,750 from the Capital Outlay Fund was also approved. In addition, a standard 10% or \$19,250 contingency was approved to cover potential unforeseen costs. The total project cost for the Fire Station 106 Garage Door Replacement Project is \$199,352. This amount reflects the approved contract amount of \$192,500 plus contract change orders totaling \$6,852, or 3.56% more than the approved contract amount. The total cost is within the revised budget appropriation provided for the project.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and accept all work performed by Precision Garage Doors & Gates Inc. for the Fire Station 106 Garage Door Replacement Project as complete and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$9,967.60.

Approved:



Dominic Lazzaretto
City Manager