

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, October 18, 2022, 7:00 p.m.

Location: City Council Chambers, 240 W. Huntington Drive, Arcadia

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 submit it to the City Clerk prior to the meeting, or simply come to the podium when the Mayor asks for those who wish to speak. Speakers shall be limited to five (5) minutes per person. At the Mayor's discretion, the time limit may be shortened to allow all speakers to address the City Council.

Electronic submission of Public Comment is also available via the City's website or by email as noted below. 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.

1. **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.
2. **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.

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. **亲自出席：**填写一张发言人卡片，注明议程项目编号，然后在会议开始前提交给市书记官，或者在市长询问公众发言时，直接到讲台上发言。每位发言人的发言时间不得超过五（5）分钟。市长可自行决定缩短发言限制时间，以便允许所有发言人向市议会表达自己的意见。

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. **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。
2. **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。

1. CALL TO ORDER

2. INVOCATION

Religious Director Riaz Khan, Mosque of San Gabriel

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF CITY COUNCIL MEMBERS

Tom Beck, Mayor
Paul P. Cheng, Mayor Pro Tem
Michael Danielson, Council Member
Sho Tay, Council Member
April A. Verlato, Council Member

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

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

7. MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL

8. PRESENTATIONS

- a. Presentation to Margaux Gibson in appreciation of her significant contributions to the City of Arcadia.
- b. Presentation by Clean Power Alliance (“CPA”) regarding CPA rates and the content of their updated rate products.

9. 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 provide it to the City Clerk prior to the start of the meeting. Each speaker is limited to five (5)

minutes per person, unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

10. REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK *(including reports from the City Council related to meetings attended at City expense [AB 1234]).*

11. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless a member of the City Council, staff, or the public requests that a specific item be removed from the Consent Calendar for separate discussion and action.

- a. Regular Meeting Minutes of October 3, 2022.
Recommended Action: Approve
- b. Resolution No. 7462 adding the Baldwin Avenue Streetscape Improvement Project to the Fiscal Year 2022-23 Capital Improvement Program Budget and authorizing an appropriation in the amount of \$2,100,000 offset by a reduction in the Measure M fund of \$500,000 and the Measure R fund of \$1,600,000.
Recommended Action: Adopt
- c. Resolution No. 7466 amending Fiscal Year 2022-23 General Fund, authorizing a budget appropriation for the purchase of rifle rated ballistic shields and Kinetic Breaching Tool Kits in the amount of \$57,750, offset by a reduction in the General Fund Reserve; and approving the purchase of the Kinetic Breaching Tool Kits through the Governor's Office of Emergency Services' California 1122 Program in an amount not to exceed \$32,490.
Recommended Action: Adopt and Approve
- d. Donation in the amount of \$5,000 from the Seaver Endowment for the purchase of books for the Arcadia Public Library.
Recommended Action: Accept
- e. Contract with Mohawk Commercial, Inc., for the Fire Station 105 and Fire Station 106 Carpet Replacement Project in the amount of \$79,929.96.
Recommended Action: Approve
- f. Contract with Select Electric, Inc., for the Colorado Complete Streets Traffic Signal Improvements Project at the intersections of Colorado Street and Baldwin Avenue, Colorado Street/Colorado Place and Colorado Boulevard, and Colorado Boulevard and First Avenue in the amount of \$248,985, plus a 10% contingency.
Recommended Action: Approve
- g. Purchase Order with McCain, Inc. for the purchase of 11 new traffic signal cabinets for the Colorado Complete Streets Traffic Signal Project, Huntington Drive Traffic Signal Improvement Project, and the Baldwin Avenue Arterial Rehabilitation Project in the amount of \$221,576.04.
Recommended Action: Approve
- h. Grant Award from the Office of Traffic Safety – Selective Traffic Enforcement Program for reimbursement of costs related to various traffic enforcement operations in the amount of \$50,000.
Recommended Action: Accept

- i. Reject all bids received for the Baseball Field Bleacher Project and direct staff to re-bid the project.

Recommended Action: Approve

12. CITY MANAGER

- a. Adoption of the California Building and California Fire Codes

Ordinance No. 2394 amending Article VIII of the Arcadia Municipal Code relating to building regulations and adopting by reference the 2022 Edition of the California Building Code, Volumes 1 and 2, and Appendix J, the 2022 California Residential Code, the 2022 California Green Building Standards Code, the 2022 California Plumbing Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022 California Existing Buildings Code, the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, and the Los Angeles County Grading Code with additions, amendments, and deletions.

Recommended Action: Introduce Ordinance No. 2394 and set the public hearing for November 15, 2022

Ordinance No. 2395 amending Article III of the Arcadia Municipal Code relating to fire regulations and adopting by reference the 2022 Edition of the California Fire Code in its entirety, including appendices Chapter 4, B, C, D, K, and O based on the 2021 Edition of the International Fire Code published by the International Code Council; together with certain additions, insertions, deletions and changes thereto.

Recommended Action: Introduce Ordinance No. 2395 and set the public hearing for November 15, 2022

13. ADJOURNMENT

The City Council will adjourn this meeting to November 1, 2022, 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, the Arcadia Library, and on the City's website at www.ArcadiaCA.gov<http://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 submit a **Speaker Card** to the City Clerk prior to your comments, 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. Please provide the City Clerk with a copy of any written materials used in your address to the City Council as well as 10 copies of any printed materials you would like distributed to the City Council. The use of City equipment for presentations is not permitted.

MATTERS NOT ON THE AGENDA should be presented during the time designated as "PUBLIC COMMENTS." In general, each speaker will be given five (5) minutes to address the City Council; however, the Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers time to address the City Council. **By State law, the City Council may not discuss or vote on items not on the agenda. The matter will automatically be referred to staff for appropriate action or response or will be placed on the agenda of a future meeting.**

MATTERS ON THE AGENDA should be addressed when the City Council considers that item. Please indicate the Agenda Item Number(s) on the **Speaker Card**. Your name will be called at the appropriate time and you may proceed with your presentation within the five (5) minute time frame. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council.

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), speakers shall be limited to five (5) minutes per person. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council. 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 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，并邀请您分享对城市管理的看法。

会议：市议会定期会议于每个月第一个和第三个星期二下午七时在市议会会议厅举行。在市政厅、阿凯迪亚图书馆和市政府网站（www.ArcadiaCa.gov）可以找到包含所有相关信息的完整市议会议程。单独的议程报告可应请求通过电子邮件索取（CityClerk@ArcadiaCa.gov）。至于在发布该议程后向市议会多数成员分发的文件，公众可在阿凯迪亚市书记官办公室查阅，地址：240 W. Huntington Drive, Arcadia, California。市议会会议实况将通过有线电视进行现场直播和回放。如在以往的通知中所提示，如果您参加这次公开会议，您的图像和/或声音可能被录下并播出。

公众参与：市议会欢迎并邀请您参加市议会的所有会议。在每次定期会议上都为那些希望在会上发言的市民留出时间。市政府要求在市议会发言的人杜绝个人攻击、诽谤、亵渎或破坏性言论。如有可能，请在发表意见之前向市书记官提交一张**发言卡**，亦可在市长宣布自由发言时直接上台发言，并说出您的姓名和地址（如果您愿意），以便制作会议记录。请向市书记官提供一份您在发言中使用的任何书面材料，以及 10 份您希望分发给市议会的任何印刷材料。不允许把市政府设备用于准备发言内容。

议程之外的事项应当在指定的“公众评议”时间提出。在一般情况下，每位发言者将有五（5）分钟时间向市议会陈述意见，但市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。**根据州法，市议会不得讨论或表决未列入议程的事项。此类事项将自动转给工作人员采取适当行动或作出回应，或将其列入未来会议的议程。**

列入议程的事项应当在市议会审议该事项时讨论。请在**发言卡**上标明事项的议程编号。在适当的时间会叫到您的名字，您可以在五（5）分钟时限内发言。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。

公开听证和上诉是为需要或希望征求公众意见的事项安排的日程。除申请人外（市议会可酌情决定延长申请人的发言时间），每位发言人的发言不得超过五（5）分钟。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。申请人还可以另外提交反驳意见。

议程事项：议程包含市议会的例行议题。一般而言，由市政府工作人员在会议前对议程中的事项进行审查和调查，以便市议会在作出决定之前能够充分了解情况。

同意日历：在同意日历上列出的事项被市议会视为例行公事，并将通过一项动议采取行动。除非市议员、工作人员或公众提出请求，否则不会对这些事项进行单独讨论。如果有人提出请求，该事项将从同意日历中删除，单独进行审议和采取行动。

行为规范：尽管市民可对市政府的政策和市议会或其成员的行动或拟议行动自由地提出批评，但不得出现干扰会议正常秩序的行为，包括但不限于在别人的发言时间内阻止别人发言，或妨碍公众听到发言内容或看到议程进展状况。市民亦不得威胁进行身体伤害或以可能被合理理解为作出身体伤害紧迫威胁的方式行事。所有出席会议的人都必须遵守市政府的反骚扰政策，禁止基于个人种族、宗教信仰、肤色、原国籍、祖籍、身体残障、疾病、婚姻状况、性别、性取向或年龄骚扰他人。警察局长或警察局其他成员将担任维持市议会会议秩序的保安官。保安官将执行会议主持人的一切命令和指示，以维持会议秩序和行为规范。对任何违反会议秩序和行为规范的人可执行拘捕，并可能根据《刑法典》第 403 条或《阿凯迪亚市政法典》相关条款提出起诉。

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

1. **CALL TO ORDER** – Mayor Beck called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Reverend Eva Thai-Erwin, Church of the Good Shepherd
3. **PLEDGE OF ALLEGIANCE** – Boy Scout Troop 333 and Venturing Crew 333
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Danielson, Tay, Verlato, Cheng, and Beck
ABSENT: None

5. **SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS**

City Manager Lazzaretto provided an introduction of the new Deputy City Manager Justine Bruno.

6. **MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL**

A motion was made by Council Member Verlato and seconded by Mayor Pro Tem Cheng to read all ordinances and resolutions by title only and waive the reading in full.

7. **PRESENTATIONS**

- a. Presentation of adoptable dog by the Pasadena Humane Society.
- b. Presentation of Mayor's Certificates of Commendation to Eagle Scout Evan Kwan, BSA Venturing Crew 333, Eagle Scout Kaitlyn Kwan and Elizabeth Garcia, BSA Troop 333.
- c. Presentation of Mayor's Certificate of Commendation to Girls Scout Danielle Workman, Troop 541, for receiving the Girl Scout Gold Award.
- d. Presentation by South Pasadena Mayor/South Coast AQMD Governing Board Member Michael Cacciotti regarding programs to phase out gas powered leaf blowers.
- e. Presentation of Fire Prevention Week Proclamation.

8. **PUBLIC COMMENTS** – No Public Comments.

9. **REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK** (*including reports from the City Council related to meetings attended at City expense [AB 1234]*).

Council Member Tay announced that it is campaign season and reminded everyone to respect one another as everyone is different and has the right to their own opinions.

Council Member Danielson announced that today was an important day for him as the court case filed against him was denied in the court; he reminded residents that it is an important time in Arcadia politics and asked residents to focus on the future of our community together.

Mayor Beck provided a summary of the three lawsuits filed against the City and noted his disappointment with Council Member Tay for his involvement.

Council Member Tay expressed that anyone could file a lawsuit and stated that he had nothing to do with the lawsuit filed to run a third term.

Mayor Beck expressed his support for the Arcadia Chinese Association; he attended the 40th Anniversary of the Travelers Club; he also attended the Foothill Unity Gala; and announced that earlier today he attended the groundbreaking ceremony at Newcastle Park.

Mayor Pro Tem Cheng announced that he attended the Arcadia Lions Club event and thanked all nonprofit organizations in Arcadia and throughout the Los Angeles area; he reminded residents that campaigns are very difficult and provided a brief background of each candidate running for City Council; and he shared a story of an emotional moment he had with his mother and reminded everyone to take care of their parents because they will not be around forever.

Council Member Verlato announced that she also attended the 40th Anniversary of the Travelers Club; she shared some photos from the Foothill Unity Center Gala fundraiser; she also attended the grand opening of Serenity Homes in Baldwin Park and shared photos of the homes that are funded by the San Gabriel Valley Regional Valley Trust Funds; she further announced that she also attended the Highlands Homeowners Association picnic; she noted that she will attend the Arcadia Women's Club designation tomorrow; she indicated that Governor Newsom signed AB 2097 which can pose as a huge problem near transit stations; she further indicated that today was a big win in court regarding Council Member Danielson; she further noted that there is still one pending lawsuit regarding the maps; and lastly she commended the Attorneys who represented the City on the lawsuits and thanked them for doing an excellent job.

Council Member Danielson announced that he attended the Foothill Unity Center Gala a little late as he had a meeting with the President of Hungary prior to the event; he attended the 40th Anniversary of the Travelers Club; he also attended the Asian Youth Center Fundraiser held at the Langham Hotel; he further announced that he attended the Serenity Homes with Council Member Verlato; and lastly, he attended the Arcadia Unified School Board meeting.

10. CONSENT CALENDAR

- a. Regular Meeting Minutes of September 20, 2022.
Recommended Action: Approve
- b. Resolution No. 7459 amending the Fiscal Year 2022-23 General Fund Budget and authorizing a budget appropriation for the purchase of a rescue vehicle in the amount of \$400,000, offset by a reduction in the General Fund Reserve; and approving a purchase of a Lenco Armored Rescue Vehicle through the Governor's Office of Emergency Services' California 1122 Program in an amount not to exceed \$400,000.
Recommended Action: Adopt and Approve
- c. Resolution No. 7460 amending the Fiscal Year 2022-23 Equipment Replacement Program Budget, Authorizing a supplemental budget appropriation for the purchase of six new black and white Ford Explorer Police Interceptor Patrol Utility Vehicles in

the Amount of \$57,675.83, offset by a reduction in the Equipment Replacement Reserve Fund; and approving a Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of six black and white Ford Explorer Police Interceptor Patrol Utility vehicles in the amount of \$327,675.83.

Recommended Action: Adopt and Approve

- d. Resolution No. 7461 amending the Fiscal Year 2019-20 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Library Chiller Replacement Project in the amount of \$168,645 offset by a reduction in the Capital Outlay Reserve Fund; and approving a contract with Carrier Corporation for the Library Chiller Replacement Project in the amount of \$318,645.

Recommended Action: Adopt and Approve

- e. Resolution No. 7464 approving and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

Recommended Action: Adopt

- f. Resolution No. 7465 amending the Fiscal Year 2022-23 Equipment Replacement Program Budget authorizing a supplemental budget appropriation for the upfitting of one 2022 Chevrolet Silverado four-wheel drive pickup truck in the amount of \$92,000, offset by a reduction in the Equipment Replacement Reserve Fund; and approving a Purchase Order with 911Vehicle.com., Inc. for the upfitting of one 2022 Chevrolet Silverado four-wheel drive pickup truck in the amount of \$142,300.

Recommended Action: Adopt and Approve

- g. Professional Services Agreement with Wells Fargo Bank for Commercial Banking Services for five years with two (2) one-year renewal options.

Recommended Action: Approve

- h. Extension to the Contract with West Coast Arborists, Inc. for annual Tree Trimming Services, and Tree Removal and Replacement Services in the amount of \$376,731.02.

Recommended Action: Approve

- i. Extension to the Purchase Order with Merrimac Petroleum, Inc. dba Merrimac Energy Group for the purchase and delivery of fuel for the City's fleet in an amount not to exceed \$506,000.

Recommended Action: Approve

- j. Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of two 2023 all-electric Chevrolet Bolt EV 5-door wagons in the amount of \$68,137.48.

Recommended Action: Approve

- k. Purchase Order with Haaker Equipment Company for the purchase of one 2022 Ford E-450 CCTV Truck in the amount of \$212,455.56.

Recommended Action: Approve

- l. Foothill Air Support Team ("FAST") annual JPA cost in the amount of \$73,730; and authorize the annual payment for an additional three-years including an annual increase of up to ten percent each year.

Recommended Action Approve

- m. Final Tract Map No. 83531 with a categorical exemption under the California Environmental Quality Act ("CEQA") for a 33-unit multi-family residential condominium subdivision at 2607 S. Santa Anita Avenue.
Recommended Action: Approve

It was moved by Council Member Verlato, seconded by Mayor Pro Tem Cheng, and carried on a roll call vote to approve Consent Calendar Items 10.a through 10.m with a correction to the spelling of the name "Arogant Hollywood" in the meeting minutes of September 20, 2022.

AYES: Verlato, Cheng, Danielson, Tay, and Beck
NOES: None
ABSENT: None

11. CITY MANAGER

- a. Resolution No. 7463 establishing the rotation for the Mayor and Mayor Pro Tempore.
Recommended Action: Adopt

Senior Management Analyst Brutus presented the Staff Report.

Mayor Pro Tem Cheng asked whether it would be possible to enact this rotation even if the Charter amendment fails to pass. Deputy City Attorney Maurer responded that it would be possible simply by changing the effective date of the resolution to be December 1 rather than referring to when the election is certified.


It was the City Council consensus to start the rotation on December 1 with District 4 followed by District 1 and to conduct a random drawing for the remaining Districts. Senior Analyst Brutus conducted the random drawing, with the Districts being selected in the following order: Districts 5, 2, and 3.

A motion was made by Council Member Verlato, seconded by Mayor Pro Tem Cheng, and carried on a roll call vote to adopt Resolution No. 7463 establishing the rotation for the Mayor and Mayor Pro Tempore, effective December 1, 2022, in the order of Districts 4, 1, 5, 2 and 3.

AYES: Verlato, Cheng, Danielson, Tay, and Beck
NOES: None
ABSENT: None

12. ADJOURNMENT

The City Council adjourned at 8:35 p.m. to Tuesday, October 18, 2022, at 6:00 p.m. in the City Council Conference Room.



Rachelle Arellano
Deputy City Clerk



STAFF REPORT

Development Services Department

DATE: October 18, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Philip A. Wray, Deputy Director of Development Services/City Engineer

SUBJECT: RESOLUTION NO. 7462 ADDING THE BALDWIN AVENUE STREETScape IMPROVEMENT PROJECT TO THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET AND AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$2,100,000, OFFSET BY A REDUCTION IN THE MEASURE M FUND OF \$500,000 AND THE MEASURE R FUND OF \$1,600,000

Recommendation: Adopt

SUMMARY

At the June 7, 2022, City Council Meeting, the City Council discussed adding a project to the Capital Improvement Program to improve the Baldwin Avenue parkways between Huntington Drive and Camino Real Avenue. The City Council requested the preparation of a cost estimate for a three-phased improvement program for consideration. The phases included: 1) Removal and replacement of trees and sidewalks, 2) Adding electrical lines and street furniture, and 3) Adding bulb-outs and decorative crosswalks similar to Downtown Arcadia. The cost estimate was prepared and provided to the City Council on September 6, 2022. Total costs for all three phases and possible additions to the scope would exceed \$3.6 million.

The City Council reviewed the options and requested a funding plan to cover Phases 1 and 2 of the proposed options and to formally add the project to the Capital Improvement Program with a funding appropriation. In response to this, it is recommended that the City Council adopt Resolution No. 7462 adding the Baldwin Avenue Streetscape Improvement Project to the Fiscal Year 2022-23 Capital Improvement Program Budget and Authorizing an appropriation in the amount of \$2,100,000, offset by a reduction in the Measure M fund of \$500,000 and the Measure R fund of \$1,600,000.

BACKGROUND

At the 2022-23 Fiscal Year budget adoption hearing on June 7, 2022, the City Council discussed adding a Baldwin Avenue Streetscape Improvement project to the budget and.

Baldwin Avenue Streetscape Improvement Project

October 18, 2022

Page 2 of 4

requested a cost estimate for a three-phased project. The scope of the three phases is as follows:

Phase 1

- Remove and replace all the trees
- Remove and replace the damaged sidewalks

Phase 2

- Install electrical lines in sidewalk to light the trees
- Add benches
- Add trash receptacles

Phase 3

- Add bulb-outs similar to those on Huntington Drive
- Add decorative crosswalks at intersections

A full evaluation of the existing conditions along Baldwin Avenue was conducted and a scope of work was assembled to meet the plan identified above. A comprehensive cost estimate was prepared for each item of work. Due to construction efficiency, the item to install electrical lines in the sidewalk for lighting purposes was moved to the first phase and identified as Phase 1A. On September 6, 2022, the following cost estimate was presented to the City Council:

Three Phase Plan

Phase 1	\$1,626,575
Phase 1A	<u>\$334,000 (This is the electrical item from Phase 2)</u>
Subtotal	\$2,010,675
Phase 2	<u>\$50,000</u>
Subtotal	\$2,060,675
Phase 3	<u>\$400,000</u>
Total	\$2,460,675

Additional Items to Consider

Pedestrian Lights	\$993,300
Tree Lighting	\$201,100

The City Council chose to proceed with Phases 1, 1A and 2 only, and requested staff bring back a funding plan and appropriation. Phase 3 was limited to the decorative crosswalks after the bulb-out option was determined to be infeasible. The Council chose to not move forward with Phase 3, nor was there interest in including the additional lighting options proposed due to the overall projected cost of these items. The total funding necessary for the portions of the project of interest to the City Council, rounded up to include a slight contingency, is \$2,100,000. Going forward, these phases collectively will simply be referred to as the Baldwin Avenue Streetscape Improvement Project.

DISCUSSION

Previous parkway and sidewalk projects were not eligible for use of streets and transportation funding, and thus were limited primarily to Capital Outlay (General Fund) funds. However, in recent years, County Measures R and M, each half-cent sales tax measures for transportation purposes, have been given broader eligibility requirements that include sidewalks and parkway improvements. The City receives annual local return funding from both Measures to spend on transportation projects.

The City initially earmarked its Measure R funding to support the cost of the Arcadia Transit system, but because the revenues received have exceeded the additional transit expenses, the fund balance has grown. Measure M is currently used for streets and traffic signal projects but also has funds available in the fund balance. Both fund balances combined have enough to cover the Baldwin Avenue Streetscape Improvement Project.

ENVIRONMENTAL ANALYSIS

This action is to establish the Baldwin Avenue Streetscape Improvement Project and funding appropriation in the City's Capital Improvement Program. Once the project and funding are in place, the environmental analysis can then be conducted and completed before the project design is complete. As such, this action is not considered a project under CEQA Section 15061(b)(3) and is exempt from review.

FISCAL IMPACT

The funding necessary for the Baldwin Avenue Streetscape Improvement Project is \$2,100,000 and can be funded with a combination of Measure R and M funds. Measure M is committed to streets and traffic signal projects but has a current fund balance of approximately \$600,000. Measure R funds have been reserved for Arcadia Transit as a resource to cover additional expenses, but because the revenues have exceeded the additional transit expenses, there is a current fund balance of approximately \$1.7 million that is expected to grow to over \$2.5 million over the next five years.


The Baldwin Avenue Streetscape Improvement Project budget is \$2,100,000 and can be accommodated with an appropriation of \$500,000 in the Measure M fund and \$1,600,000 in the Measure R Fund, without impacting other budgeted projects.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 7462 adding the Baldwin Avenue Streetscape Improvement Project to the Fiscal Year 2022-23 Capital Improvement Program Budget and authorizing an appropriation in the amount of \$2,100,000, offset by a reduction in the Measure M fund of \$500,000 and the Measure R fund of \$1,600,000.

Baldwin Avenue Streetscape Improvement Project
October 18, 2022
Page 4 of 4

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7462

RESOLUTION NO. 7462

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ADDING THE BALDWIN AVENUE STREETScape IMPROVEMENT PROJECT TO THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET AND AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$2,100,000, OFFSET BY A REDUCTION IN THE MEASURE M FUND OF \$500,000 AND THE MEASURE R FUND OF \$1,600,000

WHEREAS, on June 7, 2022, the City Council expressed interest in funding a project to improve the parkways and sidewalks on Baldwin Avenue between Huntington Drive and Camino Real Avenue, and requested a cost estimate for a three-phase project; and

WHEREAS, on September 6, 2022, the City Council reviewed the cost estimate for the three phases of improvements per their request, and granted their approval to seek funding for phases one and two, in the estimated amount of \$2,100,000; and

WHEREAS, funding is determined to be available in the Measure M fund balance in the amount of \$500,000 and in the Measure R fund balance in the amount of \$1,600,000, for a total of \$2,100,000; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the Measure R and Measure M Funds for appropriation.

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

SECTION 1. The sum of Two Million, One Hundred Thousand Dollars (\$2,100,000) is hereby appropriated in the Baldwin Avenue Streetscape Improvement Project, offset by a reduction in the Measure M fund balance in the amount of \$500,000 and in the Measure R fund balance in the amount of \$1,600,000.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

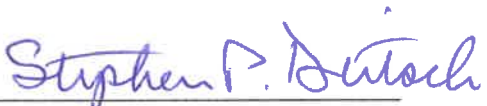
Passed, approved and adopted this 18th day of October, 2022.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney



STAFF REPORT

Police Department

DATE: October 18, 2022
TO: Honorable Mayor and City Council
FROM: Roy Nakamura, Chief of Police
By: Amber Abeyta, Management Analyst

SUBJECT: RESOLUTION NO. 7466 AMENDING FISCAL YEAR 2022-23 GENERAL FUND, AUTHORIZING A BUDGET APPROPRIATION FOR THE PURCHASE OF RIFLE RATED BALLISTIC SHIELDS AND KINETIC BREACHING TOOL KITS IN THE AMOUNT OF \$57,750, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE; AND APPROVING THE PURCHASE OF THE KINETIC BREACHING TOOL KITS THROUGH THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES' CALIFORNIA 1122 PROGRAM IN AN AMOUNT NOT TO EXCEED \$32,490
Recommendation: Adopt and Approve

SUMMARY

In response to learning lessons from an after-action analysis and report stemming from a recent officer-involved shooting incident, the Police Department is requesting to purchase equipment for safer responses to similar incidents in the future. It is recommended that the City Council adopt Resolution No. 7466 amending Fiscal Year 2022-23 General Fund, authorizing a budget appropriation for the purchase of rifle rated ballistic shields and kinetic breaching tool kits in the amount of \$57,750, offset by a reduction in the General Fund Reserve; and approving the purchase of the kinetic breaching tool kits through the Governor's Office of Emergency Services' California 1122 Program in an amount not to exceed \$32,490.

BACKGROUND

The Police Department recently experienced an active shooter incident that resulted in the injury of a Police Officer and civilians. This incident and the increase of gun violence nationwide prompted the Department to evaluate certain safety equipment for possible upgrades. It was determined that, although the Department's safety equipment meets the basic industry standards of protection, there is better-quality safety equipment available that will provide Officers and citizens with enhanced protection and safety.

The safety equipment evaluated included ballistic shields. Ballistic shields are most frequently deployed on calls involving building searches, shots-fired investigations, armed subjects, and other patrol calls. Making ballistic shields available to patrol officers creates a much safer working environment for those Officers and civilians. The Department's current ballistic shields that are used at the patrol level provide the basic level of protection. However, there are some safety concerns with the current ballistic shields. For example, the level of ballistic protection will not stop a rifle round from piercing through the shield. In addition, the current ballistic shields provide limited coverage above the neckline; however, there are other ballistic shields that provide fuller coverage.

The other safety equipment evaluated was breaching equipment. Breaching equipment tools are designed to provide law enforcement with rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram), ballistic (slugs), or explosive. Currently, the Department utilizes two breaching tools: a pry tool ("pick") and a battering ram ("ram"). This has been the standard breaching equipment for many years. This equipment is effective; however, it can be time consuming if Officers encounter a heavily fortified door. Furthermore, a standard pick and ram are inadequate when dealing with metal commercial doors, the same type Officers commonly encounter in school settings.

DISCUSSION

The Police Department researched the type of safety equipment that is utilized by other law enforcement agencies to determine what options are available to provide essential protection for Officers and the public. The Los Angeles Police Department ("LAPD") and the Santa Ana Police Department ("SAPD") in Orange County were considered for ballistic shields. These agencies were chosen because of their size and frequent use of ballistic shields in patrol settings. It was discovered that these agencies use rifle caliber ammunition rated shields. These shields are deployed in patrol settings to ensure officers have the highest level of protection possible. However, in some situations these shields are not being deployed in every patrol unit, but in supervisor vehicles due to the cost of the shield. The best shield currently being offered is the Paracelete/Point Blank Vanguard Level III Shield with a ballistic viewport. Some of the benefits of this shield are as follows:

- Offers super ballistic protection for the Officer holding the shield
- Measures 20" wide by 30" long and weighs only 16.1 pounds, making it comfortable for Officers smaller in stature
- Viewport allows the Officer holding the shield to keep their head behind cover while still being able to see where they are navigating

In addition, LAPD recently purchased 150 of these shields and SAPD purchased shields to deploy in their supervisor's vehicles. Based on this information, the Department would like to purchase three Paracelete/Point Blank Vanguard Level III Shields with a ballistic viewport. One shield will be provided to the Department's SWAT Team and the other two

shields will be outfitted in two supervisor patrol vehicles. The total cost including sales tax for all three shields is \$25,243.94. Since the total cost is under \$30,000 the purchase only requires a Small/Informal Bid process and does not require City Council's approval.

Next, the Department researched upgrading breaching equipment. The breaching equipment that is being considered is the Kinetic Breaching Tool ("KBT"). This tool provides a piece of breaching equipment that greatly speeds up the breaching process and can be utilized on almost any type of door or door frame. This tool is deployed with agencies throughout the nation. Locally, the Glendale Police Department has these tools stored in various vehicles for use by patrol officers. Having a tool like this accessible to officers and supervisors that arrive first on scene to a dynamic situation can make a huge difference in ensuring the safety of citizens. Some of the benefits of this tool are as follows:

- Can be faster and safer than traditional breaching methods
- No explosive team or complicated breaching set-up required
- Is operated by just one Officer
- Fits tight quarters – the KBT is 36" with no backswing required
- Ergonomic design enables Officers to maintain tight formation behind cover during the breaching process
- High impact – delivers up to 1,000 ft./lbs. of force
- Control breaching technique with customizable loads and rams
- Rapid cartridge reload enables multiple assaults

Furthermore, the Department's SWAT team witnessed a demonstration involving this tool and can attest to its effectiveness and functionality. The Department would like to purchase three KBT kits. Two of the tools will be placed in the Field Supervisor's patrol units and one will be given to the SWAT Team. The total cost for the three KBT kits is \$32,487.38, which includes \$570 for freight and \$2,967.38 for sales tax.

The Department would like to purchase the KBT kits through the California 1122 Public Safety Procurement Program ("1122 Program"), which is led by Cal OES. This is the program that was recently utilized to purchase the Armored Rescue Vehicle. This program provides the authority for State and local government entities to purchase equipment from specific Federal sources, resulting in significant cost savings estimated to be 50-85%. The 1122 Program establishes sources for non-IT commodities that have been competitively assessed, negotiated, or bid by the Federal General Services Administration ("GSA"). The advantage of utilizing the 1122 Program is it provides the City access to the Federal Government's large purchasing power, which generally means bigger discounts than otherwise would be available to the City. In addition, the Department is certified to participate in the 1122 Program.

For the purchase of the KBT kit, the Police Department has inquired with Aardvark, a 1122 Program vendor and the sole source distributor for Kinetic Breaching Technology,

LLC who manufactures the KBT kits. In addition, Aardvark is authorized through the GSA schedule to represent and quote KBT kits and on behalf of Kinetic Breaching Technology, LLC. Therefore, the Department would like to purchase the KBT kits from Aardvark utilizing the 1122 Program which will satisfy the City's purchasing requirement.

It should be noted that the purchase of the Kinetic Breaching equipment is also made in compliance with City Ordinance No. 2387, Military Equipment Use Policy adopted pursuant to Assembly Bill 481. The KBT kits will be added to the Military Equipment Use Policy inventory list, which is published on the City's website.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The one-time expenditure of approximately \$57,750 was not budgeted as part of the General Fund budget for Fiscal Year 2022-23; therefore, a budget appropriation from the General Fund Reserve balance in the amount of \$57,750 is requested for the purchase of the three-rifle rated ballistic shields and three-Kinetic Breaching Tool kits.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is, therefore, exempt under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7466 amending Fiscal Year 2022-23 General Fund, authorizing a budget appropriation for the purchase of rifle rated ballistic shields and Kinetic Breaching Tool kits in the amount of \$57,750, offset by a reduction in the General Fund Reserve; and approving the purchase of the Kinetic Breaching Tool kits through the Governor's Office of Emergency Services' California 1122 Program in an amount not to exceed \$32,490.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7466

RESOLUTION NO. 7466

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 GENERAL FUND, AUTHORIZING A BUDGET APPROPRIATION FOR THE PURCHASE OF RIFLE RATED BALLISTIC SHIELDS AND KINETIC BREACHING TOOL KITS IN THE AMOUNT OF \$57,750, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE; AND APPROVING THE PURCHASE OF THE KINETIC BREACHING TOOL KITS THROUGH THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES' CALIFORNIA 1122 PROGRAM IN AN AMOUNT NOT TO EXCEED \$32,490

WHEREAS, the Arcadia Police Department evaluated certain safety equipment for possible upgrades and determined that although the Department's safety equipment meets the basic industry standards of protection, there is better-quality safety equipment available that will provide Officers and citizens with enhanced protection and safety. The safety equipment that will be upgraded are ballistic shields and breaching equipment ("safety equipment"); and

WHEREAS, it has been determined that ballistic shields can be purchased through the City's Small/Informal BID process in the amount of \$25,243.94 and the Kinetic Breaching Tool kits can be purchased through the Governor's Office of Emergency Services' ("Cal OES") California 1122 Program in an amount not to exceed \$32,490; and

WHEREAS, the amount for the purchase of the safety equipment was not planned for in the Police Department's Fiscal Year 2022-23 General Fund; and

WHEREAS, an amendment of the Fiscal Year 2022-23 General Fund authorizing a budget appropriation is needed to purchase the safety equipment in the amount not to exceed \$57,750; and

WHEREAS, the budget appropriation will be offset by a reduction in the General Fund Reserve; and

WHEREAS, an approval for purchase of Kinetic Breaching Tool kits from Aardvark

through the Cal OES California 1122 Program will allow for the purchase of breaching equipment; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the General Fund Reserve; and

WHEREAS, the purchase of the Kinetic Breaching Tool equipment is in compliance with Ordinance No. 2387, Military Equipment Use Policy Pursuant to Assembly Bill 481.

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

SECTION 1. The fifty-seven thousand seven hundred-fifty dollars (\$57,750) is hereby appropriated in the Police Department's Fiscal Year 2022-23 Equipment Replacement Fund, offset with an equal reduction in the General Fund Reserve.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

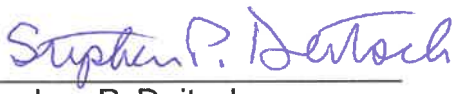
Passed, approved, and adopted this 18th day of October, 2022.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney



STAFF REPORT

Library and Museum Services Department

DATE: October 18, 2022

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director Library & Museum Services

SUBJECT: DONATION IN THE AMOUNT OF \$5,000 FROM THE SEAVER ENDOWMENT FOR THE PURCHASE OF BOOKS FOR THE ARCADIA PUBLIC LIBRARY
Recommendation: Accept

SUMMARY

The Seaver Endowment wishes to donate \$5,000 to the Arcadia Public Library. Pursuant to City policy, any donation of \$1,000 or more shall be approved by the City Council. It is recommended that the City Council accept the donation.

DISCUSSION

The Seaver Endowment has offered a \$5,000 donation to the Arcadia Public Library that will be used for the purchase of new books for the adult collection. New books are among the most sought after and popular items in the Library's collection. Generous cash donations such as this help the Library increase the number of new books available to residents beyond the current capacity of the City's General Fund.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The Library's collection is enhanced by the additional \$5,000 of new materials that will be enjoyed by the public.

Donation in the amount of \$5,000 from the Seaver Endowment

October 18, 2022

Page 2 of 2

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act ("CEQA"); and accept a donation in the amount of \$5,000 from the Seaver Endowment for the purchase of books for the Arcadia Public Library.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: October 18, 2022

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Dave McVey, Acting General Services Superintendent

SUBJECT: CONTRACT WITH MOHAWK COMMERCIAL, INC., FOR THE FIRE STATION 105 AND FIRE STATION 106 CARPET REPLACEMENT PROJECT IN THE AMOUNT OF \$79,929.96
Recommendation: Approve

SUMMARY

The Fiscal Year 2019-20 Capital Improvement Program (“CIP”) budget provides for the replacement of the carpet tiles on the first floor at Fire Station 105. The Fiscal Year 2021-22 Capital Improvement Program (“CIP”) budget provides for the replacement of carpet tiles in the office and dorm areas of Fire Station 106. Using the State of California Multiple Award Schedules (“CMAS”) purchasing program enables the City to streamline the process of procuring flooring material and installation services at the best price possible.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a Short Form Contract with Mohawk Commercial Inc., for the Fire Station 105 and Fire Station 106 Carpet Replacement Project in the amount of \$79,929.96.

BACKGROUND

The Public Works Services Department (“PWSD”) is responsible for the maintenance and repair of all City facilities. The Fiscal Year 2019-20 CIP budget provides for the replacement of the carpet tiles on the first floor at Fire Station 105. The first-floor carpet tiles at Fire Station 105 are the original carpet tiles that were installed during the building’s construction. Due to the station’s high-traffic activity, the carpet tiles are worn and stained beyond repair, and need replacement. Like other projects in the 2019-20 CIP, public and staff safety took precedence during the pandemic; as such, this activity was placed on hold. The carpet replacement on the first floor of Fire Station 105 is the second and final phase of an overall flooring installation at Fire Station 105 facility. The second floor carpet tile was replaced in Fiscal Year 2018-19.

The Fiscal Year 2021-22 CIP budget provides for the replacement of carpet tiles in the office and dorm areas of Fire Station 106. The Fire Station 106 carpet tiles are the original

carpet tiles that were installed over 20 years ago. Due to the station's high-traffic activity, the carpet tiles are worn, stained, and in need of replacement.

Combining the projects into a single effort will streamline the installation and reduce overall costs.

DISCUSSION

To prevent premature wear and increase the lifespan of the newly installed flooring, a select combination of wear and stain resistance carpet tile and vinyl linoleum products will be installed. The areas in both facilities of initial entry will receive a highly durable "walk off" carpet tile that has a thicker pile than traditional carpeting, and increased stain resistance. The high-traffic hallways will be covered in a plank vinyl linoleum product that will allow for simplified routine cleaning and maintenance. The carpet tiles in the dorm and office areas will be replaced with a color and pattern that will hide dirt more effectively to preserve the appearance of the carpeting. All Mohawk Commercial, Inc. carpet tiles carry a limited lifetime warranty, while the vinyl linoleum product offers a 10-year limited warranty.

The State Department of General Services' Procurement Division has issued a purchasing contract to Mohawk Commercial, Inc., through the California Multiple Award Schedules Program for flooring material and installation services. The California Government Code authorizes public agencies to participate in purchasing agreements, like those established by the CMAS, while still adhering to the City's adopted rules and procedures for the procurement of goods and services. CMAS contracts offer a wide variety of commodities and products at prices that have been assessed to be fair, reasonable, and competitive. By utilizing the CMAS purchasing program, the City can streamline the process of procuring flooring material and installation services for the Fire Station 105 and Fire Station 106. The bidding process and the contract with Mohawk Commercial, Inc. have been reviewed by the PWSD and it has been determined to meet the City's procurement requirements.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The total cost for flooring materials and installation services for both Fire 105 and 106 is \$79,929.96. Funds in the amount of \$100,000 have been budgeted in the Fiscal Year 2019-20 and 2021-22 Capital Improvement Plan for the Fire Station 105 first floor and

Contract Mohawk Commercial for the Fire Station 105
and Fire Station 106 Carpet Replacement Project
October 18, 2022
Page 3 of 3

Fire 106 dorm/office Carpet Replacement Project. Therefore, sufficient funds are available for both projects.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is, therefore, exempt under CEQA; and approve, authorize, and direct the City Manager to execute a Contract with Mohawk Commercial Inc., for the Fire Station 105 and Fire 106 Carpet Replacement Project in the amount of \$79,929.96.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1 - Proposed Short-Form Contract
Attachment No. 2 - Proposal Mohawk Commercial, Inc.
Attachment No. 3 - CMAS Mohawk Commercial, Inc. Contract Award

**CITY OF ARCADIA
CONSTRUCTION CONTRACT
FIRE STATION 105 AND FIRE STATION 106
CARPET REPLACEMENT PROJECT**

1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, 20____ by and between the City of Arcadia, a public agency of the State of California ("City") and **Mohawk Commercial, Inc.**, a Georgia Corporation, with its principal place of business at **160 South Industrial Blvd., Calhoun, GA 30701** ("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 **construction services** 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: **C-15**.

2.3 Project. City desires to engage Contractor to render such services for the **Fire Station 105 and Fire Station 106 Carpet Replacement 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 attachments 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 data 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 **One Hundred Twenty (120) calendar 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 **Seven Hundred Ninety Dollars and Nine Cents (\$790.09) 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 **SEVENTY-NINE THOUSAND, NINE HUNDRED TWENTY-NINE DOLLARS AND NINETY-SIX CENTS (\$79,929.96)** ("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*: \$1,000,000 per occurrence and \$1,000,000 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; (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; (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 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 reinstatement 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:

Mohawk Commercial, Inc.
160 South Industrial Blvd.
Calhoun, GA 30701
Attn: Casey Barbee, Project Manager

CITY:

City of Arcadia
240 West Huntington Drive

Arcadia, California 91066
Attn: Dave McVey, Acting 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 MOHAWK COMMERCIAL, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day of _____, 20____.

CITY OF ARCADIA

MOHAWK COMMERCIAL, INC.

By: _____
Dominic Lazaretto
City Manager

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____

By: _____
City Clerk

Its: _____

Printed Name: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"

SERVICES / SCHEDULE

The project plan and proposal, Mohawk Commercial, Inc. CBI04928, are incorporation into this Contract.

EXHIBIT "B"

PLANS AND SPECIFICATIONS

All service and unit specifications are listed in attachment for 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.

MOHAWK COMMERCIAL, 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 **Mohawk Commercial, Inc.**, (hereinafter referred to as the "Contractor") an agreement for **Fire Station 105 and Fire Station 106 Carpet Replacement 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 **SEVENTY-NINE THOUSAND, NINE HUNDRED TWENTY-NINE DOLLARS AND NINETY-SIX CENTS (\$79,929.96)**, 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

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ 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 _____, 20____ has awarded to **Mohawk Commercial, Inc.** hereinafter designated as the "Principal," a contract for the work described as follows:

Fire Station 105 and Fire Station 106 Carpet Replacement Project (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 **SEVENTY-NINE THOUSAND, NINE HUNDRED TWENTY-NINE DOLLARS AND NINETY-SIX CENTS (\$79,929.96)** 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

_____ Title(s)

- Partner(s) Limited
- General

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

EXHIBIT "G"

FEDERAL REQUIREMENTS

*** (READ AND DELETE THIS BLOCK BEFORE USING MODEL): IF THERE ARE FEDERAL REQUIREMENTS AS A RESULT OF FEDERAL FUNDING ON THE PROJECT, INSERT THEM HERE. IF NO FEDERAL FUNDING INSERT "NOT APPLICABLE"***]



DUNS # 13 384 75 12 | TID # 58 217 3403 | CAGE CODE # 6SMH5

September 8, 2022

Arcadia Fire Station 160 DORS and Office Area

Turnkey Control # CBI04929

RE: FLOORING PROPOSAL FOR:

CBI04928 Arcadia Fire Station 106 DORS and Office Area

Mohawk Commercial, Inc. - CMAS 4-20-00-0085C (CMAS Term Dates 02/11/2020 through 10/11/2023)

We are pleased to provide the following quotation for the above referenced job.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
BT443 First One Up 24"x24" Carpet Tile w/ EcoFlex NXT Backing - 8 SY per carton	TBD	TBD	472.00	SY @	\$ 20.42	\$ 9,638.24
Enpress - Pressure Sensitive Releasable for EcoFlex ICT, NXT and AIR Carpet Tile and Plank (80%RH and 9pH) (4-Gallon)			4.00	EA @	\$ 132.19	\$ 528.76
Installation Carpet Tile			465.00	SY @	\$ 12.35	\$ 5,742.75
Removal of Broadloom (Direct Glue Down)			565.00	SY @	\$ 7.26	\$ 4,101.90
Removal/Disposal Resilient Flooring			565.00	SF @	\$ 2.19	\$ 1,237.35
Installation of Luxury Vinyl Tile (Planks or Squares)			810.00	SF @	\$ 4.28	\$ 3,466.80
Installation of Rubber Tile			400.00	SF @	\$ 4.91	\$ 1,964.00
Conventional Furniture Moving (Medium)			465.00	SY @	\$ 8.16	\$ 3,794.40
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			2,310.00	SF @	\$ 2.84	\$ 6,560.40
Supply Rubber Tile Material			400.00	SF @	\$ 8.97	\$ 3,588.00
CARE Fee (California Only)			472.00	SY @	\$ 0.50	\$ 236.00
Freight			1.00	EA @	\$ 1,330.00	\$ 1,330.00
					Subtotal	\$ 42,188.60
					Estimated Sales Tax	\$ 4,429.80
					TOTAL	\$ 46,618.40

NOTES:

- Based on quantities provided by Floor Tech America.
- Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
- MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.
- Installation of floor coverings are for direct glue down installation and include installation of floor covering and minor floor prep, defined as filling of minor gaps and voids no larger than 1/8"x1/8" and sweeping and are based on a clean and clear floor.
- Mohawk Commercial, Inc., License Number CA 968270. DIR Number 1000025095.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Trip Charges/Phasing	Mats
Protection of Floors	Preformed Corners	Moisture Testing and Abatement	Stair Materials
Resilient Flooring	Special Delivery/Equipment		Furniture Moving
Border Carpet	Union Labor		

TERMS OF PAYMENT: (Subject to Credit Approval)

* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times: Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.**Floor Preparation:** Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation. This quote does not include moisture remediation.

Mohawk
160 South Industrial Blvd.
Calhoun, GA 30701



DUNS # 13 384 75 12 | TID # 58 217 3403 | CAGE CODE # 6SMH5

September 8, 2022

Arcadia Fire Station 105 Offices

Turnkey Control # CBI04928

RE: FLOORING PROPOSAL FOR:

CBI04928 Arcadia Fire Station 105 Offices

Mohawk Commercial, Inc. - CMAS 4-20-00-0085C (CMAS Term Dates 02/11/2020 through 10/11/2023)

We are pleased to provide the following quotation for the above referenced job.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
BT443 First One Up 24"x24" Carpet Tile w/ EcoFlex NXT Backing - 8 SY per carton	TBD	TBD	392.00	SY @	\$ 20.42	\$ 8,004.64
Enpress - Pressure Sensitive Releasable for EcoFlex ICT, NXT and AIR Carpet Tile and Plank (80%RH and 9pH) (4-Gallon)			3.00	EA @	\$ 132.19	\$ 396.57
Installation Carpet Tile			390.00	SY @	\$ 12.35	\$ 4,816.50
Removal of Broadloom (Direct Glue Down)			460.00	SY @	\$ 7.26	\$ 3,339.60
Removal/Disposal Resilient Flooring			460.00	SF @	\$ 2.19	\$ 1,007.40
L I F T Systems / Carpet Tile Projects Only - Add			350.00	SY @	\$ 24.13	\$ 8,445.50
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			1,000.00	SF @	\$ 2.84	\$ 2,840.00
CARE Fee (California Only)			392.00	SY @	\$ 0.50	\$ 196.00
Freight			1.00	EA @	\$ 1,100.00	\$ 1,100.00
Subtotal						\$ 30,146.21
<i>Estimated Sales Tax</i>						<i>\$ 3,165.35</i>
TOTAL						\$ 33,311.56

NOTES:

- Based on quantities provided by Floor Tech America.
- Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
- MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.
- Installation of floor coverings are for direct glue down installation and include installation of floor covering and minor floor prep, defined as filling of minor gaps and voids no larger than 1/8"x1/8" and sweeping and are based on a clean and clear floor.
- Mohawk Commercial, Inc., License Number CA 988270. DIR Number 1000025095.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Trip Charges/Phasing	Mats
Protection of Floors	Preformed Corners	Moisture Testing and Abatement	Stair Materials
Resilient Flooring	Special Delivery/Equipment		Furniture Moving
Border Carpet	Union Labor		

TERMS OF PAYMENT: (Subject to Credit Approval)

* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times: Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.

Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation. This quote does not include moisture remediation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

Mohawk
160 South Industrial Blvd.
Calhoun, GA 30701



Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

Mohawk Commercial, Inc.

CMAS NUMBER:	4-20-00-0085C
SUPPLEMENT NUMBER:	1
CMAS TERM DATES:	02/11/2020 through 10/11/2023
CMAS CATEGORY:	Non-Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	January 20, 2022
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SOURCEWELL #:	080819-MCD
BASE SOURCEWELL HOLDER:	Mohawk Carpet Distribution, Inc.

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, removal, disposal, floor prep, and installation of floor covering products. (See page 3 for the restrictions applicable to this CMAS.)

The purpose of this supplement is to incorporate the following changes:

- 1) Removal, disposal, and floor prep services have been added to the CMAS.
- 2) The California Seller's Permit number has been updated in the "California Seller's Permit" provision.
- 3) The minimum order amount has been removed from the "Minimum Order Limitation" provision.
- 4) The time of delivery has been updated in the "Delivery" provision.
- 5) The "Shipping Instructions" provision has changed from "F.O.B. (Free On Board) Destination" to "F.O.B. Destination (Free On Board) – Prepaid and Add"
- 6) The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

Supplement 1 replaces the original agreement in its entirety.

Original Signature on File

Effective Date: **05/10/2022**

Katelynne Leisenring, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1
CMAS RESTRICTION FOR CARPET PURCHASES**

The Department of General Services' Office of Sustainability has determined that all carpet purchased by state agencies be made at the ANSI/NSF-140 Platinum level. The Governor's Executive Order B-18-12 Ordered that the State agencies purchase and use environmentally preferable products that have a lesser or reduced effect on human health and the environment. Carpet that is 3rd party certified to ANSI/NSF-140 Platinum level meets the requirement.

IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, see Page 20 entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts) (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts). This requirement is not applicable to local government agencies.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

Agency non-compliance with the requirements may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements may result in termination.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base contract for the products and/or services available.

Brand-Bigelow Commercial
Brand-Karastan
Brand-Lees Carpet
Brand-Mohawk
Brand-Mohawk Carpet
Floor Cov-Broadloom Carpet
Floor Cov-Carpet Recycled
Floor Cov-Hardwood
Floor Cov-Modular Carpet Tile
Floor Cov-Rubber Sheeting/Tile
Floor Cov-Vinyl Sheeting/Tile

AVAILABLE PRODUCTS AND/OR SERVICES

All of the products in the base contract are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base Sourcwell contract 080819-MCD. Access the base Sourcwell contract pricing at www.sourcwell-mn.gov/cooperative-purchasing/080819-mcd.

EXCLUDED PRODUCTS AND/OR SERVICES

Installation, removal and floor prep services for State Agencies are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

**Mohawk Commercial, Inc.
160 South Industrial Blvd
Calhoun, GA 30701
Attn: Tammy Land**

E-mail: tammy_land@mohawkind.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Lacreata Hackney
Phone: (706) 624-2187
E-mail: lacreata_hackney@mohawkind.com**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html.

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 240901056. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base contract.

The ordering agency is encouraged to seek prices lower than those in the base contract. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains volume discounts. See the base contract for the specific percentage of discount.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

CANCELLATION AND/OR RESTOCKING FEE

Orders are processed based upon customer instructions received via hard copy PO, fax or phone call. Expenses are incurred to stage materials, cut or process, and ship. When an order is cancelled or returned, restock fees assist in recouping a portion of Mohawk's expenses. Sales Support Services will review and pre-approve all returned materials.

- Cancellations, returns and/or pending shipments under 100 yards (cut made or en route) - 50% return/cancellation fee
- Cancellations, returns and/or pending shipments over 100 yards (cut made or en route) - 25% of material value
- Karastan brands over 100 yards or any Running Line order over 2000 yards incur 25% cancellation fee after 3rd business day from order placement
- Customs, Drops, Promotional Goods - No return/cancellation
- Returns - Outbound and return freight- Customer obligation
- Invoices over 90 days old- No returns

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base contract, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order.

SHIPPING INSTRUCTIONS

F.O.B. Destination (Free On Board) – Prepaid and Add Seller pays the freight charges.

State agencies shall follow the instructions below whenever the weight of the purchase is 100-lbs or more and F.O.B. Destination, Freight Prepaid is not used. This requirement is not applicable to local government agencies.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

Before placing order, contact DGS Transportation Management Unit (TMU) to determine the routing of freight shipments. The TMU contact information can be found at the TMU website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Transportation-Management). You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the purchase order in the format shown below.

Shipping Instructions:

Supplier route via:
Carrier's telephone number: _____

Annotate bill/s of lading as follows:

"Freight for account of State of California. Tender Number: _____ applies. State of California Purchase Order Number: _____ SHIP FREIGHT COLLECT." Estimated Freight charges: _____.

If supplier is unable to use this carrier, contact TMU.

The following statement must be noted on the purchase order when the commodities are being shipped via United Parcel Service (UPS) and the State is paying directly to UPS (Collect).

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____ UPS account number applies.
State of California Purchase Order Number _____ . SHIP COLLECT. Estimated UPS charges: _____.

If supplier is unable to use UPS, contact TMU.

CMAS Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions without Transportation Management approval shall be charged to the CMAS contractor.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website (www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in SCM, Volume 2, Chapter 6 (for non-IT), SCM, Volume 3, Chapter 6 (for IT), and SCM, Volume FISCal, Chapter 5 (FISCal):

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements, see SCM, Volume 2, Chapter 3, 3.5.7 and Volume 3, Chapter 3, 3.4.7.
- Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or services needed.
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See SCM Volumes 2, 3, and FISCal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per PCC 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) 4819.34.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website (www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx), select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volumes 2 & 3, Chapter 6, 6.A5.0 and SCM, Volume FISCal, Chapter 5, 5.A4.0 provides the following direction regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in SCM, Volume 2, Chapter 6, 6.B2.9 and SCM, Volume FISCal, Chapter 5, 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). Only a contract may be amended once under this exemption. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners lists (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and
 - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

WITHHOLD LANGUAGE (SB588)

Option 1 – Withhold Language

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

Option 2 – No Withhold Language

During the contract term and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESD) website (www.dgs.ca.gov/RESD) if you have questions about public works transactions.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office and will be made available upon request. The prevailing wage rates are available from DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board (www.cslb.ca.gov) to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 988270. This is a Class C-15 Floor and Floor Covering license that is valid through 11/30/2023.

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the products and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP products included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP products in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products. NSP may be used to cover labor for a "clean" install (typically new construction) or to prepare an "unclean" site for carpet installation. However, the total dollar value of ALL services (NSP services and line item services from the contract) must not exceed the total product cost.
5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Any other item or class of items specifically excluded from the scope of this contract.
4. Public Works components NOT incidental to the overall project requirements.
5. Installation Services
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding.

See complete PCC 10298 language at (leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10298).

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding.

See complete PCC 10299 language at (leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10299).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

UPDATES AND/OR CHANGES

A CMAS supplement is not required for updates and/or changes once the update and/or change becomes effective for the base contract, except as follows:

- A CMAS supplement is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS supplement is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

SELF-DELETING BASE CONTRACT TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the base contract and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's base contract, packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not reduce or relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies not transacting in FISCal, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Leasing/Financing

California State Agencies are required to utilize the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

8. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

9. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at Cal eProcure (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Base contract terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with GC 19130.b (3) for outsourcing services.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT

To view the [DGS Accessibility Policy](http://www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility), please visit www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS

A contract for the purchase and installation of carpet and other floor coverings is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions.

A state agency **may not** contract for the installation of carpet in a building (a capital improvement to the building) that is **not owned** by the state. Carpet in leased facilities must be provided by the lessor and is accounted for in the lease agreement and rate. Users should contact the building manager and or the building owner when carpet is required.

A supplier or installer of carpet must be licensed by the State Contractors' Licensing Board with a C-15 Flooring and Floor Covering license which is current and in good standing. The supplier must provide the license number and expiration date for themselves and for all subcontractors providing installation services. This information shall be provided by the supplier on the "Contractors' License Requirements" form (see attached Sample A), which must be attached to each resulting carpet order. A subcontractor is defined as anyone who will perform work, labor, or render services in an amount in excess of one-half of one percent of the total order. Each subcontractor's business address and the portion of work that each will perform shall also be included on this form.

If the contract amount exceeds \$5,000 (labor/installation costs), the supplier must furnish a payment bond (Std. 807 - see attached Sample B) prior to the commencement of performance. The payment bond shall be in a sum not less than one hundred percent (100%) of the contract price. A blank copy of the Std. 807 form shall be provided to the supplier. In addition, the awarding agency must notify the contractor that the contract is subject to state contractor nondiscrimination and compliance requirements (see paragraph 42 of the CMAS Terms and Conditions).

The prevailing wage requirements apply and a list of prevailing wage rates must be available for inspection. It is the ordering agency's responsibility to provide a copy of the prevailing wage rates to the contractor. The prevailing wage rates are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or at (415) 703-4774.

Agencies should be aware that there are certain requirements that pertain to floor coverings included in the Americans with Disabilities Act of 1992 (ADA). Some of these requirements pertain to carpet pile height (not to exceed 1/2" in height), fastening exposed carpet edges to floor, and changes in floor level not to exceed 1/2" beveled. It is the responsibility of the agency to comply with these requirements. Detailed information relative to carpet installation and ADA requirements can be obtained from the State Architect, Access Compliance Unit, at (916) 445-7523.

Agencies should be aware that old flooring material (tiles, glues, cove base, etc.) may contain asbestos and could present significant problems in the removal of old flooring material and in the installation of new carpet. Users should determine the presence or absence of asbestos containing material in their existing flooring materials and act accordingly before placing orders for carpet.

It is strongly recommended that new carpet not be installed over existing carpet due to potential conflicts with the Americans with Disabilities Act, and various fire, health and safety codes.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

The moisture content of the slab over which the carpet is to be installed must be within the limits allowed by the carpet manufacturer and/or glue manufacturer. The testing of slab moisture content can be performed by either the agency ordering the carpet or by the carpet supplier.

The agency should provide for a site inspection prior to issuing an order for the carpet desired and should use a checklist similar to the one attached (see attached Sample C). Additions, changes, modifications to the checklist should be made as necessary. The agency should inspect and monitor the progress of the installation to prevent problems.

The prime responsibility for contract performance rests with the contract holder, who shall be the primary contact point for problem resolution. This contract is structured such that the user may purchase carpet only or carpet installed from the supplier. In no case is the supplier allowed to deny installation of the carpet selected by any user for any location. Installation services may not exceed an amount equal to the cost of the carpet and, when identified, will be paid for in the cost of the CMAS order. Typically, the price schedule will contain pricing for "clean floor" (new) installation only. However, agencies may use the Not Specifically Priced (NSP) provision for "unclean floor" installation services, as well as products. The total dollar value of all installation services, on clean and/or unclean surfaces, using line item and/or NSP pricing, must not exceed 50% of the order's total value. Note that the maximum amount of each transaction placed under this award schedule by a State agency is \$100,000.

The cost of installation and any ancillary supplies/services is not included in the base price of the carpet and may be obtained from the price schedule if listed, or can otherwise be included via the NSP provision.

It is incumbent upon the user to identify whether the costs for installation and other requirements are fair and equitable. The following chart is provided to give an approximation of the costs for installation in several typical state locations.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1
ESTIMATED CARPET INSTALLATION COSTS**

(NOTE: THESE ARE APPROXIMATIONS ONLY, NOT ACTUAL CONTRACT INSTALLATION PRICES. DOES NOT INCLUDE COST OF NEW CARPET.)

BASED ON WEEKDAY INSTALLATION, NORMAL WORKING HOURS, PREVAILING WAGE, NO UNIQUE CONDITIONS

Description Of Installation	Estimated Installation Cost (per square yard)
General Office Space New Construction Clean Floor Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$4.00 Modular (Tile) \$4.00
General Office Space No Furniture Moving Remove Old Direct Glue Carpet Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$5.00 Modular (Tile) \$5.00
General Office Space Moving of Conventional Furniture Remove Old Direct Glue Carpet Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$10.00 Modular (Tile) \$10.00
General Office Space Moving of Modular (Panels And Components) Furniture Remove Old Direct Glue Carpet Install New Broadloom Carpet Direct Glue Down Non-Patterned Carpet	Broadloom \$5.00 Plus \$300.00-\$400.00 <u>Per Workstation</u>
General Office Space Lifting of Modular (Panels And Components) Furniture Remove Old Direct Glue Carpet Install New Modular Carpet Full Spread Release Adhesive	Modular (Tile) \$11.00

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
 MOHAWK COMMERCIAL, INC.
 CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)

Area To Be Carpeted	Carpet Type
<p align="center">General Office (Example: General State Offices with No Or Light To Medium Public Traffic)</p>	<p>26-28 Ounce Broadloom, Commercial Grade, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation by Direct Glue Down.</p> <p align="center">Or</p> <p>26-28 Ounce Modular (Carpet Tile), Commercial Grade, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation With Full Spread Of Release Adhesive.</p>
<p align="center">Executive Offices (Example: Director's Office, Deputy Directors, Agency Personnel)</p>	<p>28-32 Ounce Broadloom, Commercial Grade, Tufted Graphics Design, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation by Direct Glue Down.</p> <p align="center">Or</p> <p>28-32 Ounce Modular (Carpet Tile), Commercial Grade, Tufted Graphics Design, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation With Full Spread Of Release Adhesive.</p>
<p align="center">State Owned Residences</p>	<p>34 Ounce Broadloom, Tufted, Commercial Grade, Cut and Loop Pile. Yarn to Be Branded Nylon, Any Conventional Dye Method. Installation Stretch In Over 3/8 Inch, 100% Synthetic Carpet Cushion, 28 Ounce Per Square Yard Nominal, 6.2 Pound Per Cubic Foot, Meeting Astm E648 Class 1 Radiant Panel Test.</p>
<p align="center">Temporary Buildings Including Mobile And Modular Facilities</p>	<p>20 Ounce Broadloom, Tufted, Commercial Grade, Loop Pile, Branded, Solution Dyed Nylon. Installation By Direct Glue Down.</p>
<p align="center">Very High Traffic Areas (Example: Medium To Heavy Use Public Areas, Airports, College/University Food Service Areas, Dormitories)</p>	<p>20 Ounce Broadloom, Tufted, Structured Back, Commercial Grade, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. May Include High Density Urethane or Vinyl Chloride Pad Backing. Seams Should Be Capable of Sealing (Weld Together). Installation By Direct Glue Down</p>

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

SAMPLE A

CONTRACTORS' LICENSE REQUIREMENTS

The work described in this order requires a valid California Contractor's License (C-15 Flooring and Floor Covering). If subcontractors are to be used, they must also possess valid State Contractors' Licenses appropriate to their scope of work, and they must be listed below.

Supplier's Contractor's License Number: _____

License Issued to Whom: _____

Class / Type of License: _____

Expiration Date of License: _____

Work to be Performed: _____

Subcontractor's Name and Address: _____

License Number: _____

Class / Type of License: _____

Expiration Date of License: _____

Work to be Performed: _____

WORKMEN'S COMPENSATION CERTIFICATION

The undersigned hereby certifies the following:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this order.

Signature of Supplier

Date

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

SAMPLE B

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(Public Contract Code Sections 7103 and 10221)

BOND Number: _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____,
has awarded to _____ whose
address is _____ as Principle, a contract
for the work described as follows:

Project Title: _____

Project Location: _____

WHEREAS, the provisions of Public Contract Code Section 7103 and 10221 require that the
Principle file a bond in connection with said contract and this bond is executed and tendered in
accordance therewith.

NOW THEREFORE, Principle and _____, a Surety
Corporation organized under the laws of _____ and
authorized to transact a general surety business in the State of California, as Surety, are held
and firmly bound to the People of the State of California in the penal sum of
_____ (_____), for which payment we bind ourselves, our
heirs, executors, administrators, successors and assigns jointly and severally, firmly by these
presents.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

SAMPLE B

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, 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 from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

(NAME OF SURETY)

(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(CITY AND STATE) (DATE)

(SIGNATURE OF ATTORNEY IN FACT) (PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

STATE OF CALIFORNIA
STD. 807 (REV 2/14)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
 MOHAWK COMMERCIAL, INC.
 CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

SAMPLE C

CARPET INSTALLATION REQUIREMENTS

Requirement	Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency
Standard office furniture to be removed and replaced (excluding copiers, computers, personal items and plants). Vendor to provide all equipment and labor.				
Remove existing: carpet _____, pad _____, tile _____ Disposition: To State _____ Remove from State Premises _____				
Raise and reset monuments.				
Prepare floor and strip wax and other coatings and debris using commercial stripper. Follow stripper and carpet manufacturer's recommendations.				
Remove trim, rehang doors and replace doorstops (except metal doors to be trimmed by State.				
Inspection of floor preparation by Building Manager.				
Reducer strips (metal _____, plastic _____) to be installed in accordance with the manufacturer's recommendations and in accordance with approved broadloom seaming diagrams.				
Tack strips to be installed.				
Pad to be installed.				

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
 MOHAWK COMMERCIAL, INC.
 CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

Requirement	Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency
Cove base, rubber _____ or vinyl _____ Furnish and install _____ Color: brown _____, black _____ other _____ Size: 6" _____, 4" _____, 2" _____ other _____ Remove existing base _____ Trim cove on existing base _____ Other (explain) _____ _____				
All spots and smears of floor adhesives and seam cement to be removed.				
Remove all scraps and extraneous items from State premises upon completion of the installation and protect all adjacent areas from damage.				
Leave overage with Building Manager.				
Work to be performed on other than regular working hours. Nights _____ Weekends _____				
Floor duct covers, contact: Building Manager _____ Other _____				

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO 4-20-00-0085C, SUPPLEMENT NO. 1**

SAMPLE C (continued)

Carpet Installation Instructions Continued

COORDINATION AND INSPECTION OF WORK

_____ **Site Inspection:**

A job walk-through for the purpose of inspecting the installation site will be conducted on _____ at _____ at _____.
The walk-through inspection will be conducted by _____.
Failure to inspect the installation site in no way relieves the supplier from obligations as stated in this order.

_____ **Installation Coordination:**

(Name) _____ (Title) _____
at (Agency) _____, telephone (_____) _____
will be responsible for coordination of all installation work. Within 10 days after receipt of a purchase order, the supplier shall contact (Name) _____
to coordinate an acceptable installation schedule.

No installation work shall commence without the Building Manager's advance approval of the schedule.

_____ **Inspection of Installation Work:**

Check here if any deficiencies in materials and/or workmanship are noted during inspection of the work in progress. The agency will immediately notify the supplier of these problems.

_____ The supplier shall request an inspection after _____% of the work has been completed.

This inspection will be made jointly by the supplier and a designee of the agency.

_____ (Name) _____, (Title) _____,
will be responsible for performing initial, continuing, and final inspection of the installation work by the supplier.



STAFF REPORT

Development Services Department

DATE: October 18, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Philip A. Wray, Deputy Director of Development Services/City Engineer
By: Ryan Huey, Assistant Engineer

SUBJECT: CONTRACT WITH SELECT ELECTRIC, INC., FOR THE COLORADO COMPLETE STREETS TRAFFIC SIGNAL IMPROVEMENTS PROJECT AT THE INTERSECTIONS OF COLORADO STREET AND BALDWIN AVENUE, COLORADO STREET/COLORADO PLACE AND COLORADO BOULEVARD, AND COLORADO BOULEVARD AND FIRST AVENUE IN THE AMOUNT OF \$248,985, PLUS A 10% CONTINGENCY.
Recommendation: Approve

SUMMARY

This project proposes traffic signal improvements at three Colorado Street/Boulevard corridor intersections. This project is the first phase of a Colorado Street/Boulevard Complete Streets Project that will ultimately include bike lanes, sidewalk improvements, and other street-related features. The Colorado Street/Boulevard Traffic Signal Improvement project's purpose is to complement the future street improvements with enhanced transportation safety for pedestrians, bicycles, and vehicles.

The project was advertised for bids in August 2022, and six (6) bids were received, with Select Electric, Inc. being the low bidder. It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with Select Electric, Inc. for the Colorado Corridor Complete Streets Traffic Signal Improvements project in the amount of \$248,985, plus a 10% contingency.

BACKGROUND

The Colorado Street/Boulevard corridor is one of the City's most heavily traveled streets as it serves as an alternate route to the I-210 Freeway. However, the corridor lacks amenities like continuous bike lanes and sidewalks, and the traffic signals are in need of upgrades. In 2019, Colorado Street/Boulevard was selected as an ideal candidate for a Complete Streets Project, and the preliminary engineering was budgeted in the Capital Improvement Program ("CIP"). A Complete Streets Project is intended to address all modes of travel as well as other functions like signage, striping, lighting, and drainage for

a given street or corridor in a comprehensive improvement plan. The first phase of the Colorado Street/Boulevard Complete Streets Project is to address the traffic signal needs. By performing the traffic signal improvements first, excavation for underground work will take place before any surface improvements occur.

The City's Intelligent Transportation System ("ITS") is an essential component in maintaining safety for all modes of transportation. With constant advancement in technology, the City continues to integrate ITS solutions that have proven to be beneficial to traffic flow and traffic safety. This traffic signal improvement project will incorporate features such as installation of new traffic signal poles, signal heads, cabinets, pedestrian push buttons, conduit, and other traffic signal ITS related equipment. The project will also include a flashing yellow arrow ("FYA") at the intersection of Colorado Street and Baldwin Avenue for vehicles turning left from westbound Colorado Street towards southbound Baldwin Avenue.

The project was designed by the Development Services Engineering staff and the Engineer's estimate was \$300,000.

DISCUSSION

The project was advertised for bids in August 2022, and on September 22, 2022, six (6) bids were received for the project as follows:

NAME	AMOUNT
Select Electric, Inc.	\$248,985
Belco Elecnor	\$326,615
California Professional Engineering, Inc.	\$346,557
Crosstown Electrical & Data	\$375,645
DBX, Inc.	\$419,387
Comet Electric	\$423,726

The low bidder, Select Electric, Inc., has the required licensure and is fully qualified to perform the work. They are based out of Vista, CA, with another office located in Cerritos, CA. The contractor has performed other traffic signal work in the City as well as worked with other public agencies such as Caltrans, Los Angeles County, City of Pasadena, and City of Norwalk on traffic signal related projects.

ENVIRONMENTAL ANALYSIS

This project is categorically exempt pursuant to the California Environmental Quality Act ("CEQA") under Section 15301 (Existing Facilities), Section 15302 (Replacement or Reconstruction), and Section 15303 (New Construction or Conversion of Small Structures), as the project involves the replacement of existing facilities, and limited installation of new small structures related to the traffic signal system, with no expansion of use.

FISCAL IMPACT

Funding for this project was budgeted in the Fiscal Year 2019-20 CIP at \$500,000 in Transportation Impact Funds, and in the Fiscal Year 2021-22 CIP at \$100,000 in Measure M funds. To date, approximately \$274,000 has been spent on traffic signal equipment purchase and installation for other Colorado Street/Boulevard traffic signals and design costs, leaving a balance of approximately \$326,000. There are sufficient funds available to cover the \$248,985 cost of this contract plus the 10% contingency.

RECOMMENDATION

It is recommended that the City Council approve, and authorize and direct the City Manager to execute, a contract with Select Electric, Inc. for the Colorado Complete Streets Traffic Signal Improvements Project at the intersections of Colorado Street and Baldwin Avenue, Colorado Street/Colorado Place and Colorado Boulevard, and Colorado Boulevard and First Avenue in the amount of \$248,985, plus a 10% contingency.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Development Services Department

DATE: October 18, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Philip A. Wray, Deputy Director of Development Services/City Engineer
By: Kevin Merrill, Principal Civil Engineer

SUBJECT: PURCHASE ORDER WITH McCAIN, INC. FOR THE PURCHASE OF 11 NEW TRAFFIC SIGNAL CABINETS FOR THE COLORADO COMPLETE STREETS TRAFFIC SIGNAL PROJECT, HUNTINGTON DRIVE TRAFFIC SIGNAL IMPROVEMENTS, AND THE BALDWIN AVE ARTERIAL REHABILITATION PROJECT IN THE AMOUNT OF \$221,576.04

Recommendation: Approve

SUMMARY

As part of street and traffic signal projects each fiscal year, the City replaces traffic signal cabinets to upgrade technology and enhance the safety of the equipment in the cabinets. By purchasing several new traffic signal cabinets directly from the manufacturer for the next three capital improvement projects, the City is able to purchase the cabinets at a reduced price, get them delivered in a timely manner, and eliminate costly contractor markups.

Utilizing the County of Riverside's cooperative purchasing pricing, it is recommended that the City Council determine that this action does not constitute a project and is, therefore, exempt under the California Environmental Quality Act ("CEQA"); and authorize and direct the City Manager to execute a Purchase Order with McCain, Inc., for the purchase of 11 new traffic signal cabinets in the amount of \$221,576.04.

BACKGROUND

In recent years, the City has been replacing traffic signal cabinets with new state-of-the-art cabinets sized for new technology and equipped with internal wiring for improved electrical safety. Cabinets have been and will continue to be replaced as part of the City's annual traffic signal improvement projects.

The City is in the process of administering capital improvement projects that will upgrade several signalized intersections, including upgrading the traffic signal cabinets. The projects and traffic signals are as follows:

Colorado Street/Boulevard Complete Streets Traffic Signal Improvement Project

- Colorado Street & Baldwin Avenue
- Colorado Street/Place & Colorado Boulevard
- Colorado Boulevard & First Avenue

Huntington Drive Traffic Signal Improvement Project

- Huntington Drive & Holly Avenue
- Huntington Drive & La Cadena Avenue
- Huntington Drive & Gate 1
- Huntington Drive & Baldwin Avenue
- Huntington Drive & Golden West Avenue
- Huntington Drive & Sunset Boulevard
- Huntington Drive & Michillinda Avenue

Baldwin Avenue Arterial Rehabilitation Project

- Baldwin Avenue & Longden Avenue

In order to avoid long delays in starting traffic signal projects because of cabinet deliveries (which tend to have long lead-times), the plan is to purchase new cabinets ahead of the normal process directly from the manufacturer and eliminate costly contractor markups. The cabinets will then be installed ahead of schedule.

DISCUSSION

Traffic signal cabinets are not typically purchased separately and are normally included in traffic signal improvement projects handled by the contractors. However, based on recent project bids, the City can save costs by purchasing the cabinets directly from the manufacturer. In 2015, the City began specifying the use of an advanced traffic signal cabinet manufactured by McCain, Inc. for inclusion on new projects because of its size to accommodate more technology and its energy savings and safety through efficient internal wiring.

The City of Arcadia's Purchasing Policy allows the use of other agencies' contracts to facilitate purchases, also known as "piggybacking", in its procurement process. Essentially, it is a form of intergovernmental cooperative purchasing in which a public agency uses an existing public contract to procure similar items or services with the same bulk pricing. This method allows savings in time, resources, and cost by leveraging another agency's successful competitive bidding process with the benefits of volume or bulk pricing.

The County of Riverside recently advertised for competitive bids for various traffic signal equipment including the exact signal controller cabinets preferred by the City of Arcadia. McCain, Inc. was the low bidder on the items and was awarded a five-year contract to

provide equipment on an as-needed basis. Piggybacking on the County of Riverside’s bidding process ensures the City will get the best price for the desired equipment.

The City received McCain’s pricing from their contract with the County of Riverside through its competitive bidding process. The desired cabinet is the 352i-ATC Cabinet anodized (fully loaded) priced at \$19,484, highlighted in green on the attachment. In addition, upon reaching out to McCain to inquire about using the County’s contract, McCain offered a discounted price of \$17,807 - \$19,447 to the City because Arcadia was previously McCain’s initial customer of the new cabinet. In total, 11 cabinets will be purchased at this price.

McCain, Inc. is fully qualified to manufacture and distribute the cabinets and will continue to provide them and other traffic signal equipment to the City.

ENVIRONMENTAL ANALYSIS

This project is categorically exempt pursuant to the California Environmental Quality Act ("CEQA") under Section 15301 (Existing Facilities), Section 15302 (Replacement or Reconstruction), and Section 15303 (New Construction or Conversion of Small Structures), as the project involves the replacement of existing facilities, and limited installation of new, small structures related to the traffic signal system, with no expansion of use.

FISCAL IMPACT

The cost for 11 traffic signal cabinets is \$200,976 and, with shipping and sales tax, the total cost of the purchase is \$221,576.04. The cost will be paid for out of related projects currently in the City’s Capital Improvement Program as shown in the table below:

PROJECT	BUDGET	FISCAL YEAR	FUND
Miscellaneous Traffic Signal Project (portion of \$50,000)	\$18,000	2021-22	Measure M
Colorado Street & Blvd - Complete Streets (portion of \$500,000)	\$36,000	2019-20	Transportation Impact Fee
Baldwin Ave Arterial Rehab. Project (portion of \$1,200,000)	\$18,000	2020-21	Prop. C
Huntington Drive Traffic Signal Improvements (portion of \$1,000,000)	\$150,000	2022-23	Measure M
Total Funds Available	\$222,000		

The cost of the cabinets was included in the estimates for each of the listed projects. With these projects funded by Measure M, Transportation Impact Fees, and Prop. C Funds, there are sufficient funds budgeted in each of the projects to cover this purchase.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is, therefore, exempt under the California Environmental Quality Act (“CEQA”); and authorize and direct the City Manager to execute a Purchase Order with McCain, Inc. for the purchase of 11 new traffic signal cabinets for the Colorado Complete Streets Traffic Signal Project, Huntington Drive Traffic Signal Improvement Project, and the Baldwin Avenue Arterial Rehabilitation Project in the amount of \$221,576.04.

Approved:



Dominic Lazzaretto
City Manager

Attachment: McCain Pricing from County of Riverside Bid

RIVCO-2021-RFQ-0000197A- TRAFFIC SIGNAL CONTROLLERS, CABINETS & COMPONENTS

Bid End Date 6/24/2021
 Recap
 Published 7/1/2021
 Date

Vendor						McCain Inc Vista, CA	
Item Code	Item Name	Item Description	Qty	Unit	Taxable (Yes or No)	Unit Price	Total Price
55089	332L Cabinet, anodized (fully loaded)	332L Cabinet, anodized (fully loaded) including all components & 2070E controller/2033 software (latest)	1	EA	Yes	\$14,084.00	\$14,084.00
55089	333L Cabinet, anodized (fully loaded)	333L Cabinet, anodized (fully loaded) including all components & 2070E controller/2033 software (latest)	1	EA	Yes	\$15,540.00	\$15,540.00
55089	332L cabinet, anodized	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$5,987.00	\$5,987.00
55089	333L cabinet, anodized	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$7,665.00	\$7,665.00
55089	Corbin #2 lock, left door	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$30.00	\$30.00
55089	Corbin #2 lock, right door	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$30.00	\$30.00
55089	2070E controller	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$1,800.00	\$1,800.00
55089	2033 software (latest).	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$1,000.00	\$1,000.00
55089	Power Distribution Assembly PDA-2L	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$516.00	\$516.00
55089	EDI 2010EClip EDI Conflict monitor	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$775.00	\$775.00
55089	Red Monitor Kit	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$67.00	\$67.00
55089	C-2 Cable	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$58.00	\$58.00
55089	2070-1E, CPU Module, (standard included).	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$530.00	\$530.00
55089	2070-2E, Field I/O Module, (standard included).	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$385.00	\$385.00
55089	2070-3B, 8x40 Display Module, (standard included).	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$313.00	\$313.00
55089	2070-4A, Power Supply Module, (standard included).	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$450.00	\$450.00
55089	2070-6A, 1200 Baud Modem Module	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$738.00	\$738.00

55089	2070-7G, GPS Time Source Module (model M45581).	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$583.00	\$583.00
55089	200 Modular encapsulation I/O Load Switch	Component for 332L or 333L Cabinet and Controller Assembly	12	EA	Yes	\$38.00	\$456.00
55089	204 flasher, Modular encapsulation	Component for 332L or 333L Cabinet and Controller Assembly	2	EA	Yes	\$41.00	\$82.00
55089	206L power supply	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$178.00	\$178.00
55089	EDI LMD222 detectors	Component for 332L or 333L Cabinet and Controller Assembly	8	EA	Yes	\$99.00	\$792.00
55089	242 Isolator, PDC	Component for 332L or 333L Cabinet and Controller Assembly	3	EA	Yes	\$48.00	\$144.00
55089	430 F.T.R. flash transfer relay	Component for 332L or 333L Cabinet and Controller Assembly	4	EA	Yes	\$24.00	\$96.00
55089	Harness Assembly for I/O Load Switches	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$2.00	\$2.00
55089	LED Lamp Kit, 1 light, 2 switches, for 332L or 333L	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$250.00	\$250.00
55089	Drawer/Shelf for 332L or 333L	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$92.00	\$92.00
55089	Rack mount detector input panel for 332L or 333L	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$197.00	\$197.00
55089	Intersection sketch/cabinet print	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$74.00	\$74.00
55089	Certificate of Compliance	Component for 332L or 333L Cabinet and Controller Assembly	1	EA	Yes	\$50.00	\$50.00
55089	352i-ATC Cabinet, anodized (fully loaded)	352i-ATC Cabinet, anodized (fully loaded) including all components & 2070LX controller with (latest) software	1	EA	Yes	\$19,484.00	\$19,484.00
55089	350i-ATC Cabinet, anodized (fully loaded)	350i-ATC Cabinet, anodized (fully loaded) including all components & 2070LX controller with (latest) software.	1	EA	Yes	\$21,771.00	\$21,771.00
55089	352i cabinet, anodized	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$7,690.00	\$7,690.00
55089	350i cabinet, anodized	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$9,926.00	\$9,926.00
55089	Corbin #2 lock, left door	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$30.00	\$30.00
55089	Corbin #2 lock, right door	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$30.00	\$30.00
55089	OMNI 2070 LX controller	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$1,900.00	\$1,900.00
55089	OMNI eX software (latest).	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$1,000.00	\$1,000.00
55089	CMUip Monitor Key Programming Tool.	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$502.00	\$502.00
55089	2070-6A, 1200 Baud Modem Module.	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$738.00	\$738.00

55089	2070-7G, GPS Time Source Module (model M45581).	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$583.00	\$583.00
55089	24-channel input assembly & field input assembly.	Components for 352i or 350i 2070LX Controller Cabinets	2	EA	Yes	\$900.00	\$1,800.00
55089	16-channel output assembly & field output assembly.	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$1,630.00	\$1,630.00
55089	Model 22202-HV (HDSP-FU) Flasher Unit.	Components for 352i or 350i 2070LX Controller Cabinets	9	EA	Yes	\$241.00	\$2,169.00
55089	Model 2218 Serial Interface Unit (SIU).	Components for 352i or 350i 2070LX Controller Cabinets	3	EA	Yes	\$238.00	\$714.00
55089	Model 21H High-Density Flash Transfer Relay (HDFTR)	Components for 352i or 350i 2070LX Controller Cabinets	8	EA	Yes	\$40.00	\$320.00
55089	Model 2212-HV Cabinet Monitor Unit (CMUip).	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$700.00	\$700.00
55089	Model 2216-24 Cabinet Power Supply (CPS).	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$442.00	\$442.00
55089	Model 2220 Auxiliary Display Unit (ADU).	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$525.00	\$525.00
55089	Red Flash Program Block.	Components for 352i or 350i 2070LX Controller Cabinets	16	EA	Yes	\$5.00	\$80.00
55089	Yellow Flash Program Block.	Components for 352i or 350i 2070LX Controller Cabinets	4	EA	Yes	\$5.00	\$20.00
55089	White Flash Program Block.	Components for 352i or 350i 2070LX Controller Cabinets	4	EA	Yes	\$5.00	\$20.00
55089	Cabinet Suppressor-Filter.	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$130.00	\$130.00
55089	High Density Switch Pack (HDSP) Suppressor.	Components for 352i or 350i 2070LX Controller Cabinets	8	EA	Yes	\$15.00	\$120.00
55089	LED Lamp Kit, 1 light, 2 switches, for 352i or 350i	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$250.00	\$250.00
55089	Drawer/Shelf for 352i or 350i	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$92.00	\$92.00
55089	Rack mount detector input panel for 352i or 350i	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$200.00	\$200.00
55089	Intersection sketch/cabinet print	Components for 352i or 350i 2070LX Controller Cabinets	1	EA	Yes	\$74.00	\$74.00
55089	Certificate of Compliance	Components for 352i or 350i Controller Cabinet Assembly	1	EA	Yes	\$50.00	\$50.00
55089	352i-ATC Cabinet, anodized (fully loaded)	352i-ATC Cabinet, anodized (fully loaded) including all components & Flex controller with (latest) software.	1	EA	Yes	\$19,484.00	\$19,484.00
55089	350i-ATC Cabinet, anodized (fully loaded)	350i-ATC Cabinet, anodized (fully loaded) including all components & Flex controller with (latest) software.	1	EA	Yes	\$21,771.00	\$21,771.00
55089	352i cabinet, anodized	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$7,690.00	\$7,690.00
55089	350i cabinet, anodized	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$9,926.00	\$9,926.00

55089	Corbin #2 lock, left door	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$30.00	\$30.00
55089	Corbin #2 lock, right door	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$30.00	\$30.00
55089	Flex controller (rack mounted)	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$1,900.00	\$1,900.00
55089	OMNI eX software (latest)	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$1,000.00	\$1,000.00
55089	CMUip Monitor Key Programming Tool	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$502.00	\$502.00
55089	GPS Time Source Module (model M44342) & Cable (N	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$656.00	\$656.00
55089	24-channel input assembly & field input assembly.	Components for 352i or 350i Flex Controller Cabinets	2	EA	Yes	\$900.00	\$1,800.00
55089	16-channel output assembly & field output assembly	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$1,630.00	\$1,630.00
55089	Model 22202-HV (HDSP-FU) Flasher Unit	Components for 352i or 350i Flex Controller Cabinets	9	EA	Yes	\$241.00	\$2,169.00
55089	Model 2218 Serial Interface Unit (SIU)	Components for 352i or 350i Flex Controller Cabinets	3	EA	Yes	\$238.00	\$714.00
55089	Model 21H High-Density Flash Transfer Relay (HDFTR)	Components for 352i or 350i Flex Controller Cabinets	8	EA	Yes	\$40.00	\$320.00
55089	Model 2212-HV Cabinet Monitor Unit (CMUip)	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$700.00	\$700.00
55089	Model 2216-24 Cabinet Power Supply (CPS)	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$442.00	\$442.00
55089	Model 2220 Auxiliary Display Unit (ADU)	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$525.00	\$525.00
55089	Red Flash Program Block	Components for 352i or 350i Flex Controller Cabinets	16	EA	Yes	\$5.00	\$80.00
55089	Yellow Flash Program Block	Components for 352i or 350i Flex Controller Cabinets	4	EA	Yes	\$5.00	\$20.00
55089	White Flash Program Block	Components for 352i or 350i Flex Controller Cabinets	4	EA	Yes	\$5.00	\$20.00
55089	Cabinet Suppressor-Filter	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$130.00	\$130.00
55089	High Density Switch Pack (HDSP) Suppressor	Components for 352i or 350i Flex Controller Cabinets	8	EA	Yes	\$15.00	\$120.00
55089	LED Lamp Kit, 1 light, 2 switches, for 352i or 350i	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$250.00	\$250.00
55089	Drawer/Shelf for 352i or 350i	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$92.00	\$92.00
55089	Rack mount detector input panel for 352i or 350i	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$200.00	\$200.00
55089	Intersection sketch/cabinet print	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$74.00	\$74.00

55089	Certificate of Compliance	Components for 352i or 350i Flex Controller Cabinets	1	EA	Yes	\$50.00	\$50.00
55089	2070LX ATC/w Omni software (latest).	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$2,900.00	\$2,900.00
55089	Rack-mount FLeX Controller /w Omni software (latest)	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$2,900.00	\$2,900.00
55089	Shelf-mount FLeX Controller /w Omni software (latest)	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$2,900.00	\$2,900.00
55089	2202-HV-MC HDSP/FLASHER UNIT (M36256).	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$241.00	\$241.00
55089	2218-SIU-MC Serial Interface Unit, ATC (M36258).	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$238.00	\$238.00
55089	2212-HV-MC (ip), 32-CH w/Ethernet Port, ATC (M36257).	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$700.00	\$700.00
55089	ADU 2220 (M36255).	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$525.00	\$525.00
55089	HDTRF-Flash Transfer Relay (M52476).	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$40.00	\$40.00
55089	Struthers & Dunn 428 AXXL 60 Amp 120/48V Solid State Relay	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$54.00	\$54.00
55089	Model 2216-24-HV Power Supply ATC (M36261).	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$442.00	\$442.00
55089	ATCC-Service Assembly Complete for 16-Ch (M55516)	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$5,283.00	\$5,283.00
55089	ATCC-Service Assembly Complete for 32-Ch (M59117)	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$6,300.00	\$6,300.00
55089	ATC Cabinet Clean Power Filter (M58625).	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$130.00	\$130.00
55089	ATC Cabinet Input Assembly Panel (M58625).	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$348.00	\$348.00
55089	GPS Stand Alone Module (M44342).	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$626.00	\$626.00
55089	GPS Stand Alone Module (M44342). Flex compatible.	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$626.00	\$626.00
55089	GPS Stand Cable (M59207). Flex compatible.	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$30.00	\$30.00
55089	GPS Receiver 2070A Cable Assembly (M59207).	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$30.00	\$30.00
55089	ATC Cabinet RRIP Railroad Interface Assembly-Complete	Additional Equipment (ATC Individual Cabinet Spare Parts)	1	EA	Yes	\$842.00	\$842.00
55089	170E controller/412F Prom w/.233RV2 (latest).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$3,300.00	\$3,300.00
55089	2070E Controller/w 2033 software (latest).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$2,900.00	\$2,900.00
55089	170 E Power Supply Plug-In (M15049)	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$314.00	\$314.00

55089	2070E Power Supply Plug0In (M77873).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$467.00	\$467.00
55089	CPU to convert 2070E to 2070LX (M52805).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$652.00	\$652.00
55089	332L Cabinet Clean Power Filter (M68156).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$112.00	\$112.00
55089	2010ECLip Conflict Monitor (M68763).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$775.00	\$775.00
55089	206L Power Supply (M35579).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$178.00	\$178.00
55089	Red Monitor Board Assembly w/ ribbon cable (M155	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$67.00	\$67.00
55089	DET, 222, EDI, LMD-222 (M68373).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$99.00	\$99.00
55089	Module GPS, 2070-7G, Kit (M45581).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$583.00	\$583.00
55089	LED Lamp Kit (M36633).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$250.00	\$250.00
55089	204 Flasher, PDC, SSF-87-WP-I/O (M11377).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$41.00	\$41.00
55089	LS 200, M, I/O PDC SSS-87-I/O (M11371).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$37.00	\$37.00
55089	Railroad Interface Panel (M54419A).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$589.00	\$589.00
55089	Railroad Interface Panel Power Supply (M68672).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$115.00	\$115.00
55089	Railroad Interface Communications Harness (M5445	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$151.00	\$151.00
55089	IC 70PC1 ST Micro 28 DIP IC Chip (M16091).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$15.00	\$15.00
55089	Washer #4 Shoulder Nylon (M11741).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$0.10	\$0.10
55089	Insulator SI Adhesive Back w/hole (M30056).	Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts)	1	EA	Yes	\$1.00	\$1.00
55089	Individual license Transparency	Additional Misc. Equipment (Individual Spare Equipment Parts)	1	EA	Yes	\$1,500.00	\$1,500.00
55089	Individual intersection graphics for Transparency	Additional Misc. Equipment (Individual Spare Equipment Parts)	1	EA	Yes	\$500.00	\$500.00
55089	56"H x 26" W x 12"D Side mount BBS cabinet	Additional Misc. Equipment (Individual Spare Equipment Parts)	1	EA	Yes	\$1,050.00	\$1,050.00
55089	Generator receptacle for BBS	Additional Misc. Equipment (Individual Spare Equipment Parts)	1	EA	Yes	\$225.00	\$225.00
55089	Bypass switch for BBS	Additional Misc. Equipment (Individual Spare Equipment Parts)	1	EA	Yes	\$300.00	\$300.00
55089	Sierra Wireless Airlink RV50X Router w/ Sierra Wirele	Additional Misc. Equipment (Individual Spare Equipment Parts)	1	EA	Yes	\$1,000.00	\$1,000.00

55089	MOXA model EDR-810-VPN2GSFP-T Router/Switch ar	Additional Misc. Equipment (Individual Spare Equipment Parts)	1	EA	Yes	\$1,750.00	\$1,750.00
55089	T-12 6' LED IISNS Lamp	Additional Misc. Equipment (Individual Spare Equipment Parts)	1	EA	Yes	\$263.00	\$263.00
55089	T-12 8' LED IISNS Lamp	Additional Misc. Equipment (Individual Spare Equipment Parts)	1	EA	Yes	\$300.00	\$300.00
						Total	\$240,968.10
						PROMPT PAYMENT DISCOUNT	No
						LOCAL BUSINESS	No
						LOCAL BUSINESS DIFFERENCE	No
						SMALL BUSINESS	No
						VETERAN INCENTIVE PURCHASING PROGRAM	No
						ESTIMATED DELIVERY DATE	120 Days
						Grand Total	\$240,968.10

SUMMARY-The County has determined McCain Traffic to be the lowest cost responsive/responsible bidder. The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer. Orders may be placed on an as needed basis to the lowest vendor that meets product availability to the County at time of purchase.



STAFF REPORT

Police Department

DATE: October 18, 2022

TO: Honorable Mayor and City Council

FROM: Roy Nakamura, Chief of Police
By: Amber Abeyta, Management Analyst

SUBJECT: GRANT AWARD FROM THE OFFICE OF TRAFFIC SAFETY – SELECTIVE TRAFFIC ENFORCEMENT PROGRAM FOR REIMBURSEMENT OF COSTS RELATED TO VARIOUS TRAFFIC ENFORCEMENT OPERATIONS IN THE AMOUNT OF \$50,000
Recommendation: Accept

SUMMARY

The Arcadia Police Department has applied for a grant from the California Office of Traffic Safety (“OTS”) for the 2023 Selective Traffic Enforcement Program, which will reimburse expenses related to traffic enforcement operations during the period of October 1, 2022, through September 30, 2023. OTS has approved the funding request of approximately \$50,000. With City Council approval, the grant agreement will be fully executed on or before October 31, 2022.

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act (“CEQA”); and accept a grant award from the Office of Traffic Safety – Selective Traffic Enforcement Program for reimbursement of costs related to various traffic enforcement operations in the amount of \$50,000.

BACKGROUND

The Selective Traffic Enforcement Grant Program (“STEP”) is administered and coordinated by OTS directly. The grant is designed to help reduce the number of persons killed and/or injured in crashes involving alcohol, speed, running red lights, and other primary collision factors. The program funds various enforcement strategies including DUI saturation patrols to apprehend drunk drivers, warrant service operations targeting DUI violators who fail to appear in court or violate probation, and stakeouts. The program also supports measures that concentrate on speed, aggressive driving, seat belt enforcement, intersection operations with disproportionate numbers of traffic collisions, traffic safety presentations, and special enforcement operations encouraging motorcycle safety. A copy of the draft Office of Traffic Safety Grant is attached to this staff report.

Overall, the grant is used to mitigate traffic safety program deficiencies, expand ongoing activity, or develop new programs. Grant funding cannot replace existing program expenditures, nor can traffic safety funds be used for program maintenance, research, rehabilitation, or construction.

DISCUSSION

The Selective Traffic Enforcement Program will reimburse the City for personnel costs, supplies, and travel expenses related to conferences and trainings that support STEP and/or traffic safety goals in an amount of approximately \$50,000. During the federal Fiscal Year of October 2022 to September 2023, the Department will engage in several DUI saturation operations, warrant service operations, traffic enforcement operations, distracted driving operations, and traffic safety presentations.

The grant award will be distributed on a reimbursement basis. OTS will reimburse the City for all pre-approved costs upon receipt of the Department’s quarterly claims. The City will be required to comply with the terms and conditions of each grant, including expense reporting and auditing.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The anticipated OTS STEP expenditures have been included in the adopted FY 2022-23 Budget. All costs related to the Program will be offset by reimbursement at the end of the grant period, in the amount of approximately \$50,000.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act (“CEQA”); and accept a grant award from the Office of Traffic Safety – Selective Traffic Enforcement Program for reimbursement of costs related to various traffic enforcement operations in the amount of \$50,000.

Office of Traffic and Safety Grants
August 20, 2013
Page 3 of 3

Approved:



Dominic Lazzaretto
City Manager

Attachment: Draft Grant Agreement with the Office of Traffic Safety

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Arcadia	3. Grant Period From: 10/01/2022 To: 09/30/2023
4. AGENCY UNIT TO ADMINISTER GRANT Arcadia Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$50,000.00	
<p>7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:</p> <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
<p>A. GRANT DIRECTOR NAME: Brett Bourgeois TITLE: Lieutenant EMAIL: bbourgeois@arcadiaca.gov PHONE: (626) 574-5183 ADDRESS: 250 W. Huntington Drive P.O. Box 60021 Arcadia, CA 91066-6021</p> <p>_____ (Signature) _____ (Date)</p>	<p>B. AUTHORIZING OFFICIAL NAME: Roy Nakamura TITLE: Chief of Police EMAIL: rnakamura@arcadiaca.gov PHONE: (626) 574-5178 ADDRESS: 250 W. Huntington Drive Arcadia, CA 91007</p> <p>_____ (Signature) _____ (Date)</p>
<p>C. FISCAL OFFICIAL NAME: Henry Chen TITLE: Financial Service Director EMAIL: hchen@arcadiaca.gov PHONE: (626) 574-5427 ADDRESS: 240 W. Huntington Drive Arcadia, CA 91007</p> <p>_____ (Signature) _____ (Date)</p>	<p>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p> <p>_____ (Signature) _____ (Date)</p>

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. SAM INFORMATION</p> <p>SAM #: Tk8GVJYL4GQ4 REGISTERED ADDRESS: 240 W. Huntington Drive CITY: Arcadia ZIP+4: 91007-3401</p>
--	---

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					AGREEMENT TOTAL	\$50,000.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					\$50,000.00	
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>					PREVIOUS AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					\$0.00	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
				\$50,000.00		

Draft

1. PROBLEM STATEMENT

The City of Arcadia is in Los Angeles County and has a population of approximately 57,000 people. In addition to the permanent residents, tens of thousands of people come to the City of Arcadia daily for work, tourism, and recreational activities. Traffic volumes can be extremely heavy throughout the city, due to the following reasons: There are five major east/west running arterial streets connecting Arcadia to surrounding cities, which generate a high volume of commuter traffic. Additionally, numerous vehicles bypass the 210 Freeway during peak commute hours and travel on local roadways through the city. Furthermore, the City of Arcadia has two major businesses - the Westfield Santa Anita Mall and the Santa Anita Racetrack. In addition to these venues, the Los Angeles County Arboretum hosts concerts, and special events throughout the year. These three destinations attract tens of thousands of patrons daily, and, during peak hours, there can be over one-hundred thousand persons in the city. Finally, there are many large medical buildings in town, in addition to the Arcadia Methodist Hospital, which provide services to residents from surrounding communities.

The Department's Traffic Bureau has fluctuated between full, and less than full staffing, in recent years. However, because of current staffing issues, the Traffic Bureau has been disbanded. Despite vacancies, Department personnel strive to provide a high level of service to the Arcadia community.

In 2016, five (5) fatal traffic crashes occurred with a total of seven (7) victims. In 2017, one (1) fatal traffic crash occurred with one (1) victim. The PCF was V.C. 23153(a) - DUI Alcohol Causing Injury. In 2018, two (2) fatal traffic crashes occurred with two (2) victims. The PCF for the first fatal crash was V.C. 21951 - Passing a Vehicle Stopped at a Crosswalk. The PCF for the second crash was V.C. 21955 - Jaywalking. In 2019, one (1) fatal traffic crash occurred with one (1) victim. The PCF was V.C. 23152(a) - DUI Alcohol. In 2020, one (1) fatal traffic crash occurred with one (1) victim. The PCF was V.C. 21453(a) - Red Light violation. In 2021, four (4) fatal traffic crashes occurred with four (4) victims. The PCF for the first fatal crash was V.C. 22348(b) - Speeding over 100MPH. The PCF for the second fatal crash was V.C. 191.5(a) - Gross Vehicular Manslaughter with an associated PCF of V.C. 23153(a) - Felony DUI Causing Injury. The PCF for the third fatal crash was V.C. 21458(a) - Failure to Maintain a Direct Course of Travel with an associated factor of a possible medical emergency. The PCF for the fourth fatal crash was classified as - Other Than Driver. It appears the driver had a medical emergency prior to the crash. A review of the data shows that crashes involving pedestrians, red light violations, speeding, and alcohol/drug impairment have caused crashes resulting in fatalities.

In 2016, a total of 957 traffic crashes occurred, in which 369 persons sustained injuries. In 2017, a total of 904 traffic crashes occurred, in which 202 persons sustained injuries in 208 crashes. In 2018, a total of 836 traffic crashes occurred, in which 323 persons sustained injuries in 237 crashes. In 2019, a total of 841 traffic crashes occurred, in which 282 persons sustained injuries in 204 crashes. In 2020, a total of 449 traffic crashes occurred, in which 196 persons sustained injuries in 145 crashes. In 2021, a total of 561 traffic crashes occurred, in which 228 persons sustained injuries in 172 crashes.

Since 2016, the overall number of traffic crashes has decreased. This could be due to many factors, including less vehicles traveling on roadways during the past two years of the COVID pandemic. Although the number of crashes has decreased in recent years the average number of persons injured remains relatively high, with an average of 281 persons being injured in traffic crashes since 2016. It is our hope that grant related enforcement activities, targeting primary crash factor violations, will help reduce the number of traffic crashes, injuries, and fatalities.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.

5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Walk it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI conviction. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	5
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	5
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
8. Conduct DUI Saturation Patrol operation(s).	3
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	4
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	1
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted	2

driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	
13. Participate in highly visible collaborative DUI Enforcement operations.	2
14. Participate in highly visible collaborative Traffic Enforcement operations.	2
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)	
<ul style="list-style-type: none"> The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section. All training needed to implement the program should be conducted this quarter. All grant related purchases needed to implement the program should be made this quarter. In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. <u>Media Requirements</u> Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 15. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully planned and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO. 	
B. Phase 2 – Program Operations (Throughout Grant Year)	
<ul style="list-style-type: none"> The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. <p><u>Media Requirements</u></p> <p>The following requirements are for all grant-related activities:</p> <ul style="list-style-type: none"> Send all media advisories, audio, video, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated. The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator. Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public. If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated. Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.). 	

- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and Coordinator for highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, working scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements must be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Draft

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$30,000.00
402PT-23	20.600	State and Community Highway Safety	\$20,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-23	\$9,211.00	2	\$18,422.00
DUI Saturation Patrols	164AL-23	\$2,100.00	3	\$6,300.00
Collaborative DUI Enforcement	164AL-23	\$1,300.00	2	\$2,600.00
Benefits for 164AL OT @ 1.45%	164AL-23	\$322.00	1	\$396.00
Traffic Enforcement	402PT-23	\$8,000.00		\$8,000.00
Distracted Driving	402PT-23	\$2,000.00	1	\$2,000.00
Pedestrian and Bicycle Enforcement	402PT-23	\$2,000.00	2	\$4,000.00
Traffic Safety Education	402PT-23	\$190.00	2	\$380.00
Collaborative Traffic Enforcement	402PT-23	\$1,300.00	2	\$2,600.00
Benefits for 402PT OT @ 1.45%	402PT-23	\$1,980.00	1	\$246.00
Category Sub-Total				\$44,944.00
B. TRAVEL EXPENSES				
In State Travel	402PT-23	\$2,774.00	1	\$2,774.00
				\$0.00
Category Sub-Total				\$2,774.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-23	\$1,532.00	1	\$1,532.00
Phlebotomist	164AL-23	\$375.00	2	\$750.00
Category Sub-Total				\$2,282.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$50,000.00

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits for 164AL OT @ 1.45% - Benefit breakdown: Medicare @ 1.45%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Benefits for 402PT OT @ 1.45% - Benefit breakdown: Medicare @ 1.45%
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Law Enforcement Traffic Safety Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences where registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).
Phlebotomist - To draw and collect blood samples from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant.
Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Draft

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin, and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced whose property has been acquired because of Federal or Federal-aid program and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, and other sources of information, and its facilities as required by the State highway safety agency, the DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under the program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

- employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-278, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to all subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to all subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to all subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 6 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13586, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



STAFF REPORT

Public Works Services Department

DATE: October 18, 2022

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Michael Kwok, Associate Civil Engineer

SUBJECT: REJECT ALL BIDS RECEIVED FOR THE BASEBALL FIELD BLEACHER PROJECT AND DIRECT STAFF TO RE-BID THE PROJECT
Recommendation: Approve

SUMMARY

The City of Arcadia's 2017 Parks Master Plan identified and prioritized various improvements for the growth and development of the City's parks. The Fiscal Year 2022-23 Capital Improvement Program allocated funding for the construction of new bleachers and shade canopies at Hugo Reid Park, Longden Avenue Park, and Bonita Park. To ensure that the City is receiving the most competitive prices and quality service for this work, a formal bid was conducted, and Premier Construction Consultants submitted the lowest bid. On the day of the bid opening, Premier Construction Consultants requested that they be relieved of their bid. During the time the bids were being evaluated, the City received a bid protest from Armond Baghrmian, Inc., regarding the second and third lowest bidders. The fourth lowest bidder, Armond Baghrmian, inc exceeded the project budget. It is recommended that the City Council reject all bids received for the Baseball Field Bleacher Project and direct staff to re-bid the project.

BACKGROUND

On August 1, 2017, the City Council adopted the Parks Master Plan, which is a guiding policy document that provides recommendations for prioritizing future recommendations for growth, development, and implementation strategies related to parks and recreation facilities. The recommendations proposed were based on a detailed assessment of community demographics, community needs, existing conditions of recreation and parks facilities, and effectiveness of the various recreation and community services programs. These recommendations were further prioritized on a four-tier basis, depending on their degree of need, with Tier 1 being of highest priority and Tier 4 the lowest priority. Tier 1 recommendations are critical projects necessary for maintaining and improving existing program operations, replacing aged infrastructure, and providing additional park enhancements for continued enjoyment and safety.

The Master Plan identified approximately \$10 million in Tier 1 improvements and recommended that the City implement them as soon as possible. The installation of new bleachers and shade canopies at Hugo Reid Park, Longden Avenue Park, and Bonita Park are listed as Tier 1 improvements in the Parks Master Plan.

DISCUSSION

A Notice Inviting Bids was published in the City's adjudicated newspaper, and bid packages were provided to contractors that perform this type of work. On August 23, 2022, the City Clerk received four bids with the following results:

<u>Bidder</u>	<u>Location</u>	<u>Bid Amount</u>
Premier Construction Consultants	Santa Monica, CA	\$ 337,600.00
Golden Sun Enterprise, Inc.	Van Nuys, CA	\$ 912,777.00
ACE Construction, Inc.	North Hollywood, CA	\$ 919,997.63
Armond Baghramian, Inc.	Glendale, CA	\$ 1,261,520.00

On the day of the bid opening, the Public Works Services Department ("PWSD") received a letter from Premier Construction Consultants, postmarked the day before, requesting their bid to be withdrawn due to a clerical error. All other bids were reviewed.

During the evaluation process, the City received a bid protest from the fourth lowest bidder, Armond Baghramian Inc., stating that Golden Sun Enterprise, Inc. and ACE Construction, Inc. did not meet the project's self-performance requirement. The project specifications stated that the awarded contractor must self-perform 50% or more of the project work. The bid protest indicated that the second and third lowest bidder's subcontractors were performing more than 50% of the project. The fourth lowest bidder, Armond Baghramian, Inc. exceeded the project budget.

After discussing the entire situation with the City Attorney, it is recommended that all bids be rejected to allow for the bid documents to be revised to omit the self-performance requirement and to allow all prospective bidders to reconsider this project.

ENVIRONMENTAL ANALYSIS

This Project is considered a Class 1 exemption as defined in Section 15301 "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 \$950,000 have been budgeted in the FY 2022-23 Capital Improvement Program for this project.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is therefore exempt under the California Environmental Quality Act ("CEQA"); and reject all bids received for the Baseball Field Bleacher Project and direct staff to re-bid the Project.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Development Services Department

DATE: October 18, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Barry Spriggs, Fire Chief
By: Kenneth Fields, Building Official
Mark Krikorian, Fire Marshal

SUBJECT: ADOPTION OF THE CALIFORNIA BUILDING AND CALIFORNIA FIRE CODES

ORDINANCE NO. 2394 AMENDING ARTICLE VIII OF THE ARCADIA MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2, AND APPENDIX J, THE 2022 CALIFORNIA RESIDENTIAL CODE, THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2022 CALIFORNIA PLUMBING CODE, THE 2022 CALIFORNIA ELECTRICAL CODE, THE 2022 CALIFORNIA MECHANICAL CODE, THE 2022 CALIFORNIA EXISTING BUILDINGS CODE, THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION, AND THE LOS ANGELES COUNTY GRADING CODE WITH ADDITIONS, AMENDMENTS, AND DELETIONS

Recommendation: Introduce Ordinance No. 2394 and set the public hearing for November 15, 2022

ORDINANCE NO. 2395 AMENDING ARTICLE III OF THE ARCADIA MUNICIPAL CODE RELATING TO FIRE REGULATIONS AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA FIRE CODE IN ITS ENTIRETY, INCLUDING APPENDICES CHAPTER 4, B, C, D, K, AND O BASED ON THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO

Recommendation: Introduce Ordinance No. 2395 and set the public hearing for November 15, 2022

SUMMARY

The Development Services and Fire Departments are proposing amendments to the Arcadia Municipal Code relating to building and fire code regulations for the purpose of complying with State requirements, and to update current administrative and technical standards. Every three years, the State of California adopts new Building and Fire Codes with California amendments. The last code adoptions and amendments to the Arcadia Codes were adopted on December 17, 2019.

It is recommended that the City Council introduce Ordinance No. 2394 amending Article VIII of the Arcadia Municipal Code relating to Building Codes, and Ordinance No. 2395 amending Article III of the Arcadia Municipal Code relating to Fire Codes and schedule a public hearing for November 15, 2022.

BACKGROUND

The City of Arcadia uses the California Building Standards Codes (“CBSC”) as its local building and fire codes. Every three years, the California Building Standards Commission reviews the International Building Code and recommends revisions and updates to the State Code, and the State adopts the new code. Prior to adoption, amendments to the State Codes may be incorporated by the local jurisdiction based on local climatic, geologic, and/or topographic conditions per Section 17958.7 of California’s Health and Safety Code.

DISCUSSION

The 2022 CBSC was recently adopted by the State of California and will automatically become effective on January 1, 2023. While there are many technical updates to the various codes, there are not any highly notable changes this cycle. The updates generally fine tune existing regulations.

With each code adoption, cities have the option of amending the State model building standards code to better accommodate local conditions if specific findings are made justifying the changes. To further protect the public health, welfare, and safety specific to Arcadia residents, it is recommended that the City maintain the same basic amendments to the Codes that were made during the last code cycle three years ago, with minor modifications. These basic amendments provide an enhanced level of fire protection and prevention for buildings located within the City. They also establish minimum standards for multifamily developments, such as requirements for noise reduction and undergrounding of utility lines. Finally, they set minimum requirements for swimming pool safety barriers and construction site fencing. Findings of Fact for these amendments are included as Exhibit “A” of both proposed Ordinances.

Two examples of how the Codes have been amended from the State’s model building standards codes are as follows:

- Amends the fire sprinkler requirements in the Building Code, Residential Code, and the Fire Code by requiring sprinklers in existing single-family dwellings when they are enlarged to exceed 2,500 square feet of livable area.
- Amends the Electrical Code to require a single point of disconnect on the exterior of the building for solar energy systems.

In addition to amendments specific to Arcadia, Government Code 65850.7 requires that the City codify a process to expedite and streamline the permitting of electric vehicle charging stations, and adopt a checklist of all requirements that electric vehicle charging stations shall comply with in order to be eligible for expedited review. This ordinance would add language to codify this process.

ENVIRONMENTAL ANALYSIS

The proposed code adoptions and amendments to the Arcadia Municipal Code will not have a potential for causing a significant effect on the environment; therefore, this activity is exempt from the California Environmental Quality Act (“CEQA”) per Section 15061(b)(3) of the CEQA Guidelines.

PUBLIC NOTICE/COMMENTS

Adoption of the California Building and California Fire Codes requires a public hearing after the initial introduction of the proposed Ordinance. It is recommended that a public hearing be scheduled for the November 15, 2022, City Council Meeting. In anticipation of this hearing date, a notice of public hearing will be published in the Arcadia Weekly newspaper on October 24, 2022, and October 31, 2022.

FISCAL IMPACT

The adoption of the Codes and Amendments will have no fiscal impact on the City.

RECOMMENDATION

It is recommended that the City Council:

1. Introduce Ordinance No. 2394 amending Article VIII of the Arcadia Municipal Code relating to Building Regulations and adopting by reference the 2022 Edition of the California Building Code, Volumes 1 and 2, and Appendix J, the 2022 California Residential Code, the 2022 California Green Building Standards Code, the 2022 California Plumbing Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022 California Existing Buildings Code, the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, and Los Angeles County Grading Code with additions, amendments, and deletions; and

2. Set the public hearing for November 15, 2022; and
3. Introduce Ordinance No. 2395 amending Article III of the Arcadia Municipal Code relating to fire regulations and adopting by reference the 2022 Edition of the California Fire Code in its entirety, including Appendices Chapter 4, B, C, D, K, and O based on the 2021 Edition of the International Fire Code published by the International Code Council; together with certain additions, insertions, deletions and changes thereto; and
4. Set the public hearing for November 15, 2022.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Ordinance No. 2394 (Findings of Fact attached as Exhibit "A")
Ordinance No. 2395 (Findings of Fact attached as Exhibit "A")

ORDINANCE NO. 2394

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING ARTICLE VIII OF THE ARCADIA MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2, AND APPENDIX J, THE 2022 CALIFORNIA RESIDENTIAL CODE, THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2022 CALIFORNIA PLUMBING CODE, THE 2022 CALIFORNIA ELECTRICAL CODE, THE 2022 CALIFORNIA MECHANICAL CODE, THE 2022 CALIFORNIA EXISTING BUILDINGS CODE, THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION, AND THE LOS ANGELES COUNTY GRADING CODE WITH ADDITIONS, AMENDMENTS, AND DELETIONS

WHEREAS, pursuant to Government Code Section 50022.1 *et seq.* the City may adopt by reference the California Building Standards Code, 2022 Edition as provided in Title 24 of the California Code of Regulations, which includes various codes; and

WHEREAS, the California Building Standards Commission ("Commission") recently adopted the 2022 Edition of the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City of Arcadia desires to adopt the 2022 California Building Code, the 2022 California Residential Code, the 2022 California Green Building Standards Code, the 2022 California Plumbing Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022 California Existing Buildings Code, the 1997 Uniform Code for the Abatement of Dangerous Buildings, and the Los Angeles County

Grading Code, together with the necessary amendments determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City Council conducted first reading of this Ordinance on October 18, 2022; and

WHEREAS, notice of a public hearing on this Ordinance was published in the Arcadia Weekly on October 24, 2022 and October 31, 2022; and

WHEREAS, the City Council held a public hearing on November 15, 2022, as required by law, at which time the Council determined that the adoption of the Codes and amendments thereto are in the best interest of the City and are based on the findings required by law; and

WHEREAS, at least one copy of each of the Codes adopted by reference by this ordinance were available for public inspection at the office of the City Clerk fifteen (15) days preceding the public hearing pursuant to Government Code Section 50022.6.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that the amendments to the California Building Standards Code herein are supported by Findings of Fact which are attached hereto as Exhibit "A" and incorporated herein as part of this Ordinance.

SECTION 2. Section 8110 of Chapter 1, Part 1 of Article VIII of the Arcadia Municipal Code is hereby amended to read as follows:

"8110. ADOPTION. Subject to certain changes and amendments as hereinafter set forth in this Part, the City Council adopts as the building regulations for the

City, the 2022 California Building Code, Part 2 of Title 24, California Code of Regulations, and State of California amendments applicable to local jurisdictions, together with Chapter 1 and Appendix J, based on the 2021 International Building Code. The Code shall govern, regulate and control all of the activities therein referenced to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public.”

SECTION 3. Chapter 1, Part 3, Article VIII of the Arcadia Municipal Code is hereby amended in its entirety to read as follows:

“8130. AMENDMENTS, ADDITIONS AND DELETIONS.

The 2022 California Building Code is amended to read as follows:

8130.1. ADDITION [ADMINISTRATIVE].

Chapter 1, Section [A] 116.6 is added to Volume 1, Chapter 1 of said 2022 California Building Code to read as follows:

[A] 116.6. Attractive Nuisance. Attractive nuisances (those objects which, by their nature, may attract children or other curious individuals) including, but not limited to, unprotected and hazardous ponds, pools or excavations and buildings or structures undergoing demolition, repair, rehabilitation or construction shall be fenced or otherwise secured when required by the Building Official.

8130.2. AMENDMENT [ADMINISTRATIVE].

Chapter 1, Section [A] 113.1 in Chapter 1, Volume 1 of the 2022 California Building Code is amended to read as follows:

[A] 113.1. General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official or the Fire Chief relative to the application and interpretation of the City's Building and Fire codes, the Planning Commission shall act as the Arcadia Building and Fire Code Board of Appeals. The Planning Commission shall not consider an appeal until the Building Official or the Fire Chief has rendered a decision in writing. An appeal shall be filed with the City within 30 days from the date of his or her written decision; in addition, an appeals fee shall be paid to the City in an amount established by City Council Resolution. The appeal shall be in writing and shall clearly set forth the order, decision or determination being appealed. A hearing shall be scheduled before the Planning Commission as soon as practicable from the date of receipt of the appeal. The Building Official or the Fire Chief, as applicable, shall prepare a written report for the Planning Commission. The decision of the Planning Commission shall be final unless appealed to the City Council. The appeal to the City Council shall be in writing and shall be filed with the City within five (5) working days from the date of the Planning Commission's decision; in addition, an appeals fee shall be paid to the City in an amount established by City Council Resolution. A hearing shall be scheduled before the City Council as soon as practicable from the date of the receipt of the written appeal. The Building Official or the Fire Chief, as applicable, shall prepare a written report for the City Council. The decision of the City Council shall be final.

8130.3. AMENDMENT [ADMINISTRATIVE].

Chapter 1, Section [A] 105.2, Building, item number 1 of the 2022 California Building Code is amended to read as follows:

1. One-story detached accessory buildings used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet and the highest point of the roof does not exceed 8 feet, 6 inches above adjacent grade.

8130.4. AMENDMENT [ADMINISTRATIVE].

Chapter 1, Section [A] 109.2 in Chapter 1 of the 2022 California Building Code is amended to read as follows:

[A] 109.2 General. Fees shall be assessed in accordance with the fee schedule set forth by resolution of the City Council.

8130.5. ADDITION [ADMINISTRATIVE].

Chapter 2, Section 202 of the 2022 California Building Code is hereby amended by adding the following definitions to read as follows:

REBUILD as applied to an existing building, is where more than fifty percent (50%) of the existing foundation/floor assembly and more than fifty percent (50%) of the exterior walls of a building are removed. Existing buildings that are classified as a rebuild shall comply with all current City zoning, building and fire regulations and pay building permit fees for a new structure.

REMODEL is an alteration to an existing building where not more than fifty percent (50%) of the exterior walls of a building are removed, repaired or altered, excluding the interior finish wall coverings.

8130.5.1 AMENDMENT [ADMINISTRATIVE].

Section 304.1 of the 2022 California Building Code is amended to read as follows:

Business Group B

Training and skill development not in a school or academic program (this shall include, but not be limited to, martial arts studios, gymnastics and similar uses regardless of the ages served, and where not classified as a Group A occupancy).

8130.6. AMENDMENT.

Section 903.2 of the 2022 California Building Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.2 Where required. Approved automatic extinguishing systems shall be installed:

1. In all new buildings regardless of the type of construction or occupancy.

EXCEPTIONS:

A) Detached private garages, providing the floor area does not exceed 1000 square feet.

B) Pool houses, recreation rooms, workshops, and similar accessory R-3 occupancies providing no portion of the exterior wall of the building is more than 150 feet from a public street.

C) Other minor buildings and/or occupancies as approved by the Fire Chief.

2. In existing buildings with new occupancies as required by other sections of the Fire Code.

8130.7. AMENDMENT.

Section 903.2.18 of the 2022 California Building Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.2.18 Group U private garages and carports accessory to Group R-3 occupancies. Carports with habitable space above, detached private garages over 1000 square feet in area, and attached private garages shall be protected by fire sprinklers in accordance with this section. These areas shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used.

8130.8. [RESERVED].

8130.9. AMENDMENT.

Section 903.3.1.2 of the 2022 California Building Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.3.1.2. NFPA 13R SPRINKLER SYSTEMS. Where allowed in buildings of Group R, up to and including buildings four stories in height, automatic sprinkler systems shall be installed throughout in accordance with NFPA 13R with the following additions:

A) Attics shall be fully sprinklered with quick-response intermediate temperature heads.

B) Private garages shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.

8130.10. AMENDMENT.

Section 903.3.1.3 of the 2022 California Building Code is amended to read as

follows due to local climatic, geographical, and topographical conditions:

903.3.1.3. NFPA 13D SPRINKLER SYSTEMS. Where allowed, automatic sprinkler systems installed in one-and two-family dwellings shall be installed throughout in accordance with NFPA 13D with the following additions:

- A) Attics containing forced air units shall have one or more quick-response intermediate temperature sprinkler heads adjacent to each unit.
- B) Attached private garages shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.
- C) Detached private garages over 1000 square feet in total area shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.
- D) Residential structures under 5000 square feet in total area shall be designed for two (2) heads flowing in the residential area. Residential structures over 5000 square feet in total area shall be designed for four (4) heads flowing in the residential area.
- E) Attics and basements used for storage purposes shall be fully sprinklered with residential type heads.
- F) A single exterior bell activated by the waterflow switch shall be provided at an approved location.

G) A representative sample of spare heads shall be provided at an approved location.

8130.10. ADDITION.

Section 903.6 of the 2022 California Building Code is added to read as follows due to local climatic, geographical, and topographic conditions:

903.6. EXISTING BUILDINGS. An approved automatic fire sprinkler system shall be installed in existing buildings, including any additions thereto, in the occupancies and buildings as set forth in this section.

1. In all commercial and industrial buildings greater than 5000 square feet in area when enlarged by an addition to the existing structure or as required by the Fire Chief.
2. In all commercial and industrial buildings equal to or less than 5000 square feet in area, when enlarged by an addition to the existing structure, exceeds 5000 square feet or as required by the Fire Chief.
3. In all Group R-1 or R-2 Occupancies when an addition results in additional guestrooms or dwelling units.
4. In all Group R-3 Occupancies greater than 2500 square feet in living area when enlarged by an addition to the living area of the existing structure.

EXCEPTIONS:

- 1) Additions of areas that would not require sprinklers such as closets or bathrooms.
- 2) Additions that occur without increasing the number of stories or

increasing the horizontal projection of the first story roof.

5. In all Group R-3 Occupancies equal to or less than 2500 square feet in living area, when enlarged by an addition to the living area of the existing structure, exceeds 2500 square feet in residential area.

EXCEPTIONS:

- 1) Additions of areas that would not require sprinklers such as closets or bathrooms.
 - 2) Additions that occur without increasing the number of stories or increasing the horizontal projection of the first story roof.
6. In existing buildings for new occupancies as required by other sections of the Fire Code.

8130.11. AMENDMENT.

Section 903.4.2 of the 2022 California Building Code is amended to read as follows due to local topographical conditions:

903.4.2. ALARMS. An approved audible and visible exterior device shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic fire sprinkler system shall actuate the building fire alarm system. Approved audible notification appliances shall be provided in the interior of the building at locations required by the Fire Chief.

EXCEPTION: NFPA 13D systems serving R-3 occupancies shall be provided with a single exterior bell.

8130.12. AMENDMENT.

Volume 1, Chapter 12, Section 1206.2 of the 2022 California Building Code is amended to read as follows due to local topographical conditions:

1206.2. Air-borne Sound Insulation. All such acoustically rated separating wall and floor-ceiling assemblies shall provide airborne sound insulation equal to that required to meet a sound transmission class (“STC”) rating of 58 based on laboratory tests as defined in ASTM E 90 and E 413. Field-tested assemblies shall meet a noise isolation class (“NIC”) rating of 53 for occupied units and a normalized noise isolation class (“NNIC”) rating of 53 for unoccupied units as defined in ASTM Standards E 336 and E 413.

EXCEPTION: Group R-1 hotel and motel occupancies shall be permitted to meet a minimum sound transmission class (“STC”) of 52, a noise isolation class (“NIC”) of 47, or a normalized noise isolation class (“NNIC”) of 47, as applicable.

ASTM E 597 may be used as a simplified procedure for field tests of the airborne sound isolation between rooms in unoccupied buildings. In such tests, the minimum value of Dn is 53 db for multiple family dwelling units and 47db for hotel and motel occupancies for compliance.

Entrance doors from interior corridors together with their perimeter seals shall have STC ratings not less than 30. Such tested doors shall operate normally with commercially available seals. Solid-core wood slab doors 1 3/8 inches thick minimum or 18 gage

insulated steel slab doors with compression seals all around, including the threshold, may be considered adequate without other substantiating information. Field test of corridor walls should not include segments with doors. If such test is impractical, however, the NIC or NNIC rating for composite wall-door assembly shall not be less than 30. Penetrations or openings for construction assemblies for piping, electrical devices, recessed cabinets, bathtubs, soffits or heating, ventilating or exhaust ducts shall be sealed, lined, insulated or otherwise treated to maintain the required ratings.

8130.13 AMENDMENT.

Volume 1, Chapter 12, Section 1206.3 of the 2022 California Building Code is amended to read as follows due to local topographical conditions:

1206.3. Impact Sound Insulation. All acoustically rated separating floor-ceiling assemblies shall provide impact sound insulation equal to that required to meet an impact insulation class ("IIC") rating of 58 based on laboratory tests as defined in ASTM E 492 and E 989. Field-tested assemblies shall meet a field impact insulation class ("FIIC") rating of 53 for both occupied and unoccupied units as defined in ASTM E 1007 and E 989, with the exception that the measured impact sound pressure levels shall not be normalized to a standard amount of absorption in the receiving room.

EXCEPTION: Group R-1 hotel and motel occupancies shall be permitted to meet a minimum impact insulation class ("IIC") rating of 52 or a field impact insulation class ("FIIC") rating of 47, as applicable. Floor coverings may be included in the assembly to obtain the required ratings. These coverings must be retained as a permanent part of the assembly and may only be replaced by other floor coverings that provide the required

impact sound insulation.

8130.14 ADDITION.

Volume 1, Chapter 15, Section 1505.0 of the 2022 California Building Code is added to read as follows due to climatic and topographical conditions:

1505.0. Fire Classification. The roof covering on any structure regulated by this code shall have a minimum Class A rating in the Wildland Interface Fire Area Boundaries and a class A or B rating in all other areas outside the Wildland Interface Fire Area Boundaries of the City. Pressure treated or untreated wood shakes and wood shingles shall not be installed on any building or structure located in the Wildland Interface Fire Area Boundaries.

8130.15. AMENDMENT.

Volume 1, Chapter 15, Section 1505.1 of the 2022 California Building Code is amended and Section 1505.1.4 of the 2022 California Building Code is added to read as follows due to climatic and topographical conditions:

1505.1. Roof Coverings for Additions within the Wildland Interface Fire Area Boundaries.

The roof covering on any addition made to an existing building or structure located within the Wildland Interface Fire Area Boundaries shall comply with Section 1505.1. The roof covering of an existing building or structure located in said zone shall be made to comply with Section 1505.1 when the cumulative roof area of the addition along with any alteration, replacement, repair or reroof made during the previous 12 months to the existing roof is 25 percent or more of the original roof area.

1505.1.5 Roof Coverings for Additions Outside the Wildland Interface Fire Area Boundaries.

The roof covering requirements for additions made to existing buildings or structures located outside the Wildland Interface Fire Area Boundaries shall comply with the following, as applicable:

- 1. 25% or Less.** The roof covering of an addition made to an existing structure or building may match the existing roof covering on the structure or building being added to providing the cumulative roof area of the addition along with any alteration, replacement, repair, or reroof made during the previous 12 months to the existing roof is 25 percent or less of the original roof area.
- 2. Over 25% But Less than 50%.** The roof covering of an addition made to an existing structure or building shall comply with Section 1505. The roof covering of the existing structure or building being added to may be left in place providing the cumulative roof area of the addition along with any alteration, replacement, repair or reroof made during the previous 12 months to the existing roof is over 25 percent but less than 50 percent of the original roof area.
- 3. 50% or More.** The roof covering of an addition made to an existing structure or building shall comply with Section 1505. The roof covering of the existing structure or building being added to shall be made to comply with Section 1505 when the cumulative roof area of the addition along with any alteration, replacement, repair, or reroof made during the previous 12 months to the existing roof is 50 percent or more of the original roof area.

8130.16. ADDITION.

Section 1511.0 is added to the 2022 California Building Code to read as follows due to local climatic and topographical conditions:

1512.0 REROOFING. All reroofing shall comply with Chapter 15 of this Code, as amended by the City of Arcadia.

8130.17. AMENDMENT.

Table 1505.1 in Chapter 15 of Volume 1 of the 2022 California Building Code is amended to read as follows due to local climatic conditions:

**TABLE 1505.1
MINIMUM ROOF COVERING CLASSIFICATIONS
TYPES OF CONSTRUCTION**

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

8130.18. AMENDMENT.

Volume 1, Chapter 15, Section 1511.1 in the 2022 California Building Code is amended to read as follows due to local climatic conditions:

1511.1 General. All reroofing shall conform to the applicable provisions of Chapter 15 of this Code and as otherwise required in this Chapter.

Roofing materials and methods of application shall comply with the Building Code standards or shall follow manufacturer's installation requirements when approved by the Building Official.

Roof coverings installed on existing buildings or structures shall require the submission of design calculations and plans prepared by an engineer or architect licensed by the State of California when the total installed weight of the finish roof covering material above the wood structural panels and underlayment is equal to or exceeds 6 pound per square foot. The design calculations shall demonstrate that the entire building or structure is adequate to support the vertical forces imposed by the new roofing.

Reroofs in the Wildland Interface Fire Area Boundaries. All reroofing in Wildland Interface Fire Area Boundaries of the City shall comply with Section 1505. The entire roof covering of an existing building or structure located in said zone shall be made to comply with Section 1505 when the cumulative roof area of any addition, alteration, replacement, repair, or reroof made during the previous 12 months to the existing roof is 25 percent or more of the original roof area.

Reroofs in areas outside the Wildland Interface Fire Area Boundaries. All reroofing in areas outside the Wildland Interface Fire Area Boundaries of the City shall comply with the following, as applicable:

1. **25% Or Less.** Up to 25 percent of an existing structure or building may be reroofed with a roof covering that matches the existing, providing the cumulative roof area of any addition, alteration, replacement, repair, or reroof made during the previous 12 months to the existing roof does not exceed 25% of the original roof area.
2. **Over 25% But Less Than 50%.** The roof covering of the area being reroofed shall comply with Section 1505. The roof covering of the existing structure

or building being reroofed may be left in place providing the cumulative roof area of any addition, alteration, replacement, repair or reroof made during the previous 12 months to the existing roof is over 25 percent but less than 50 percent of the original roof area.

3. **50% Or More.** An existing building or structure shall be completely reroofed with a roof covering complying with Section 1505 when the cumulative roof area of any addition, alteration, replacement, repair, or reroof made during the previous 12 months to the existing roof is 50 percent or more of the original roof area.

8130.19. AMENDMENT [ADMINISTRATIVE].

Section 1010.3.4.1 of Chapter 10 of the 2022 California Building Code is hereby amended to read as follows:

1010.3.4.1. Security Grilles. The use of security bars, panels, sliding metal grates, or other similar security devices is prohibited on the exterior of any building openings of all structures in commercial or industrial zones of the City. Subject to obtaining a permit pursuant to California Building Code Section 105.1 and compliance with design review requirements pursuant to Arcadia Municipal Code Sections 9295 et seq. as a prerequisite to the granting of any such permit, security bars, panels, gates, metal grates, or other similar security devices may be installed, in compliance with applicable Building Code requirements, on the interior of a commercial or industrial structure provided that the entire building is equipped with an automatic fire sprinkler system, which has been installed under a permit from the Building Division and inspected pursuant thereto for compliance with the approved plans.

8130.20. ADDITION [ADMINISTRATIVE].

Chapter 35A is added to Volume 2 of the 2022 California Building Code to read as follows:

CHAPTER 35A

MULTIPLE FAMILY CONSTRUCTION STANDARDS

SECTION 3501A - MULTIPLE FAMILY DEFINED

A multiple family building shall be defined as one or more dwelling units located on any property in the City except the R-O, R-1 or the R-M zoned areas.

3501.1A Application. Except where a more restrictive requirement in the California Building Code, State Law or City Ordinance is applicable, each provision of this Chapter shall apply to each multiple family building as defined herein.

SECTION 3502. NOISE REDUCTION STANDARDS

3502.1 General. Attached multiple family dwelling units shall meet the sound transmission control standards specified in Appendix Chapter 12 of the Building Code and this Section.

3502.2 Packing of Voids. All voids surrounding water, drainage, and vent piping shall be packed with rock wool or equivalent approved sound deadening material, and all water, drainage, and vent piping shall be wrapped with an approved material at all points of contact with wood or steel framing members and strap hangers. Plumbing walls shall be a minimum of 2 inch by 6-inch construction.

3502.3 Plans. All required 2 inch by 6-inch plumbing walls shall be clearly identified on the building plans.

3502.4 Mechanical Equipment. All mechanical equipment shall be installed so as to reduce sound transmission to a minimum.

3502.5 Separation of Facilities. Electrical, plumbing and mechanical equipment or systems serving one dwelling unit shall not serve other dwellings units, nor shall such equipment or systems be located within another dwelling unit. Recessed wall fixtures, such as medicine cabinets or electrical, telephone, television and intercom outlets, shall not be located back-to-back or in the same wall cavity.

3502.6 Location of Plumbing and Ducts. Water, drainage, and vent piping and heating and air conditioning ductwork shall not be located within any wall or floor-ceiling sound assembly.

SECTION 3503. COMFORT COOLING SYSTEM

A comfort cooling system shall be provided for each multiple family dwelling unit. The comfort cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit three feet above the floor throughout the conditioned space of the building. Water evaporative cooling systems or individual window or wall-mounted units shall not be used to meet the requirements of this Section. The location of the comfort cooling system shall be shown on the building plans.

SECTION 3504. ILLUMINATION

3504.1 Illumination. Public spaces of multiple family buildings including all stairs, ramps, driveways, walkways, corridors and parking areas shall be illuminated with automatic lighting capable of maintaining an intensity of one (1) foot-candle of light at ground level.

SECTION 3505. EXTERIOR REQUIREMENTS

3505.1 Underground Utilities. All utility conductors, cables, conduits and wiring supplying electrical, cable and telephone service to a multiple family building shall be installed underground except risers which are adjacent to and attached to a building or as otherwise approved the City Council.

3505.2 Conductors, Conduit and Piping. All conductors, cables, wires, conduit and piping located outside of a building or structure and within the exterior property lines shall be installed underground except risers which are adjacent to and attached to a building or structure.

SECTION 3506. PARKING AND ACCESS AREAS

3506.1 Paving. All parking, walkway, and driveway areas shall be paved with an approved material, such as concrete, asphalt, brick, or pavers. Paving materials and methods of installation shall be shown on the building plans.

3506.2 Driveway Ramps

3506.2.1 Grade. Driveway ramps shall not exceed a maximum grade of twenty percent (20%). A 20 feet transition area shall be provided at the top of such ramp, as follows: the upper 10 feet of the transition area shall have a maximum grade of four percent (4%) and the lower 10 foot portion of the transition area shall have a maximum grade of ten percent (10%). A 15 feet transition area with a maximum grade of ten percent (10%) shall also be provided at the bottom of such ramp.

SECTION 3507. OPEN PARKING REQUIREMENTS

3507.1 Marking. Open parking spaces, driving aisles, one-way traffic lanes, and turning area shall be identified by approved painted striping.

3507.2 Barriers. Bump rails, curbs or other approved protective barriers shall be installed where necessary to protect buildings, walls, or fences from damage by automobiles.

SECTION 3508. GARAGE AND CARPORT REQUIREMENTS

3508.1 Walls. Where concrete masonry units are used to construct Group U or S Occupancies, the cells shall be grouted solid to height of four (4) feet above the floor level.

3508.2 Frame. Group U or S Occupancies of wood frame construction shall have approved protective barriers located so as to protect the finished wall coverings from damage by automobiles.

3508.3 Concrete Floors. The floor of every covered parking space shall be paved with cement concrete.

8130.21. ADDITION [ADMINISTRATIVE].

Chapter 36 is added to Volume 2 of the 2022 California Building Code to read as follows due to local climatic conditions:

CHAPTER 36

WILDLAND-URBAN INTERFACE FIRE AREA

3601. CREATION. The City shall designate areas within the City boundaries that are at a significant risk from wildland fires. Such areas shall be designated Wildland-Urban Interface Areas.

3601.1. WILDLAND-URBAN INTERFACE FIRE AREA BOUNDARIES. The boundaries of the Wildland-Urban Interface Area shall be the same as the Very High Fire Hazard Severity Map as produced by the California Department of Forestry and Fire.

8130.22 AMENDMENT.

Section 701A.3, Chapter 7A of the 2022 California Building Code is amended to read as follows due to local climatic and topographical conditions:

701A.3. Additions, Remodels, Repairs or Alterations. Additions, remodels, repairs or alterations may be made to any building or structure without requiring the existing building or structure to comply with all the requirements of this code, provided the addition, remodel, repair or alteration conforms to that required for a new building or structure.

EXCEPTIONS:

1. Provisions of this code that specifically apply to existing conditions are retroactive.
2. The Urban-Wildland Interface Code shall apply to any remodel, alteration, addition or repair based on the following:

0% - 50% - Applicable to addition/alteration only.

51% - 100% - Applicable to the entire structure.

All percentages are based on habitable area and pertain to remodel/additions completed within the most recent thirty-six (36) month period.

3. Roof coverings shall comply with Chapter 15 of the Building Code, as

amended by the City of Arcadia.

Additions, repairs, remodels or alteration shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

8130.23. ADDITION [ADMINISTRATIVE].

Section 701A.6, Chapter 7A of the 2022 California Building Code is added to read as follows:

701A.6 Administration. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official or the Fire Chief relative to the application and interpretation of the City's Building and Fire codes, the Planning Commission shall act as the Arcadia Building and Fire Code Board of Appeals. The Planning Commission shall not consider an appeal until the Building Official or the Fire Chief has rendered a decision in writing. An appeal shall be filed with the City within 30 days from the date of his or her written decision; in addition, an appeals fee shall be paid to the City in an amount established by City Council Resolution. The appeal shall be in writing and shall clearly set forth the order, decision or determination being appealed. A

hearing shall be scheduled before the Planning Commission as soon as practicable from the date of receipt of the appeal. The Building Official or the Fire chief, as applicable, shall prepare a written report for the Planning Commission. The decision of the Planning Commission shall be final unless appealed to the City Council. The appeal to the City Council shall be in writing and shall be filed with the City within five (5) working days from the date of the Planning Commission’s decision; in addition, an appeals fee shall be paid to the City in an amount established by City Council Resolution. A hearing shall be scheduled before the City Council as soon as practicable from the date of the receipt of the written appeal. The Building Official or the Fire Chief, as applicable, shall prepare a written report for the City Council. The decision of the City Council shall be final.

8130.24. AMENDMENT.

Subsection 2 of Section 704A.3 of Chapter 7A of the 2022 California Building Code is hereby amended to read as follows due to local climatic, geographical, and topographical conditions:

2. Heavy timber construction per Chapter 6 of the 2022 California Building Code.

8130.25. [RESERVED].

8130.26. AMENDMENT.

Section 8130.26 is hereby deleted in its entirety and marked as “Reserved.”

8130.27. AMENDMENT.

Section 709A.2 of Chapter 7A the 2022 California Building Code is hereby amended to read as follows due to local climatic, geographical, and topographical

conditions:

709A.2. Where Required. The walking surface material of decks, porches, balconies and stairs shall comply with the requirements of this Section when any portion of such surface is within fifty (50) feet of the building.

8130.28. AMENDMENT.

Item 3 of Section 402.6.2(3) of Chapter 4 of the 2022 California Building Code is hereby amended due to local climatic, geographical, and topographical conditions:

402.6.2(3). Kiosks.

3. The minimum horizontal separation between kiosks or groupings thereof and other structures within the mall shall be twenty (20) feet (6096 mm).

EXCEPTION: Horizontal separation between kiosks or groupings thereof and other structures within the mall may be reduced to fifteen (15) feet in area protected by smoke detection and quick response type sprinkler heads.

8130.29. Construction Site Fencing. A six (6) foot tall construction fence with approved privacy screening shall be installed on all construction sites as required by the Building Official. All required construction fencing shall be located on private property and shall be maintained for the duration of the project.”

SECTION 4. Section 8210 of Part 1 of Chapter 2 of Article VIII of the Arcadia Municipal Code is hereby amended to read in full as follows:

“8210. ADOPTION.

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council adopts, by reference, as the plumbing regulations for the City

the California Plumbing Code, 2022 Edition, including Chapter 1 and with appendices, installation standards, published and adopted by the International Association of Plumbing and Mechanical Officials. The Code shall govern, regulate, and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

The 2022 Edition of the California Plumbing Code is adopted with no amendments.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public.”

SECTION 5. Chapter 3 of Article VIII of the Arcadia Municipal Code is hereby amended as follows:

**“CHAPTER 3
ELECTRICAL CODE**

**PART 1
ADOPTION**

8310. ADOPTION.

The City Council adopts, by reference, as the electrical regulations for the City the California Electrical Code, 2022 Edition, including Article 89 and with appendices, indices, tables, and State of California amendments applicable to local jurisdictions, published and adopted by the National Fire Protection Association. The Code shall govern, regulate, and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public.

**PART 2
PURPOSE**

8320. PURPOSE.

The purpose of this Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any electrical system within the City.

**PART 3
ADDITION, DELETIONS, AND AMENDMENTS**

8330. ADDITION, DELETIONS, AND AMENDMENTS.

8330.1 AMENDMENT.

Article 609.13(A) of the 2022 California Electrical Code is amended to read as follows due to local climatic and geographical conditions:

609.13(A) Location. The PV system disconnecting means shall be installed at a readily accessible location. A single, visible-open, lockable AC disconnect shall be provided within 3 feet of the meter on the exterior of the building. Where disconnecting means of systems above 30 V are readily accessible to unqualified persons, any enclosure door or hinged cover that exposes live parts when open shall be locked or require a tool to open.”

SECTION 6. Section 8410 of Part 1 of Chapter 4 of Article VIII of the Arcadia Municipal Code is hereby amended to read in full as follows:

“8410. ADOPTION.

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council adopts, by reference, as the mechanical regulations for the City the California Mechanical Code, 2022 Edition, including Chapter 1 and with appendices, installation standards and State of California amendments applicable to local jurisdictions, published and adopted by the International Association of Plumbing and Mechanical Officials. The Code shall govern, regulate, and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

The 2022 Edition of the California Mechanical Code is adopted with no amendments.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public.”

SECTION 7. Part 3, Chapter 5, Article VIII of the Arcadia Municipal Code is hereby amended to read as follows:

“PART 3

**ADDITIONS, DELETIONS AND
AMENDMENTS**

8530. AMENDMENTS, ADDITIONS AND DELETIONS.

Chapter 31, Section 3109 of the 2022 California Building Code is amended to read as follows due to local climatic and topographical conditions:

8530.1. ADDITION.

The definition of a safety barrier is added to Section 3109.2 Act 115921 in Chapter 31 of the 2022 California Building Code to read as follows:

Safety Barrier. Every person in possession of land, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a swimming pool, spa, or hot tub shall at all times maintain a safety barrier as hereinafter specified completely surrounding said swimming pool, spa or hot tub.

Exception: Safety barriers for public pools shall comply with Chapter 31B, Division 1 of the California Building Code.

8530.2. ADDITION.

Sections 3109.4.4.2.1, 3109.4.4.2.1.1, 3109.4.4.2.1.2, and 3109.4.4.2.1.3 are added to Chapter 31 of the California Building Code to read as follows:

3109.4.4.2.1. Swimming Pool, Spa and Hot Tub Permit Fees. Every applicant for a permit to install, alter, or repair a swimming pool, spa, hot tub or part thereof, shall state in writing on the application form provided for that purpose, the character of work proposed to be done and the amount and kind in connection therewith, together with such information pertinent thereto as may be required.

A fee for each swimming pool, spa or hot tub, including for plumbing and electrical systems, shall be paid to the City in an amount established by City Council Resolution. Any person who shall commence any swimming pool, spa or hot tub work for which a permit is required by this Code without having obtained a permit therefore shall, if subsequently permitted to obtain a permit, pay double the permit fee fixed by resolution of the City Council for such work, provided, however, that this provision shall not apply to emergency work when it shall be demonstrated to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit

therefore, before the commencement of the work. In all such cases, a permit must be obtained as soon as practical to do so, and if there be an unreasonable delay in obtaining such permit, a double fee shall be charged.

3109.4.4.2.1.1. Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when required corrections have not been made.

This provision is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspection before the job is ready for reinspection.

Reinspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which the inspection is requested, or for deviating from plans requiring approval of the City. To obtain reinspection, the applicant shall file an application therefore in writing upon the form furnished for that purpose and pay the reinspection fee in accordance with the amount set by City Council Resolution. In instances where reinspection fees have been assessed, no additional inspection of the work shall be performed until the required fees have been paid.

3109.4.4.2.1.2. Plan Review Fees. Whenever plans, calculations or other data are required to be submitted, a plan review fee shall be paid to the City at the time of submitting documents for plan review in an amount set by City Council Resolution. When plans are incomplete or changed so as to require an additional review, a fee shall be paid to the City in an amount established by City Council Resolution.

3109.4.4.2.1.3. Board of Appeals. Appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the code shall be as specified in Arcadia Municipal Code Section 8130.2.

8530.3. AMENDMENT.

The definition of "Swimming Pool" in Section 202 of Chapter 2 of the 2022 California Building Code is amended to read as follows:

Swimming Pool - A swimming pool may be either: (a) a private swimming pool, or (b) a public swimming pool.

(a) A private swimming pool shall mean any constructed or prefabricated structure that contains water eighteen (18) inches or more in depth, used in connection with a single-family residence and available to only the resident(s) of such residence or their private guests, whether designed, intended or used exclusively or principally for swimming or not. This includes any in-ground, aboveground, or on-ground swimming pools, hot tubs, spas or any open container or artificial body of water permanently or temporarily constructed or maintained upon any property, used in connection with a single-family residence and available to only the resident(s) of such residence or their private guests, whether designed, intended or used exclusively or principally for swimming or not.

(b) A public swimming pool shall include any constructed or prefabricated structure that contains water eighteen (18) inches or more in depth, other than a private swimming pool, that is used exclusively or principally for swimming."

8530.3.1. ADDITION.

The definition of a "Wading Pool" in Section 202 is added to Chapter 2 of the 2022 California Building Code to read as follows:

Wading Pool - Any constructed or prefabricated pool used for wading which is less than eighteen (18) inches in depth.

8530.3.2 ADDITION.

Section 3109.4.4.3 of the 2022 California Building Code is added to read as follows due to local climatic and topographical conditions:

3109.4.4.3. Access gates shall be equipped to accommodate a locking device. Pedestrian-access gates shall open outward away from the swimming pool, spa or hot tub and shall be self-closing and self-latching. The release mechanism of the self-latching device shall be located not less than the sixty (60) inches above adjacent finished grade. Access gates shall not be constructed across a driveway, and double gates or motor operated gates shall not be used. A weather-proof, durable sign of not less than ½ inch high letters stating, "POOL AREA KEEP GATE CLOSED", shall be posted at all times on every access gate, for all public pools.

8530.4. ADDITION.

Section 3109.7 is added to Chapter 31 of the 2022 California Building Code.

3109.7. Barrier Required

3109.7.1. The top of the barrier shall be at least sixty (60) inches above finished grade, as measured on the side of the barrier that faces away from the swimming pool, spa or hot tub. The maximum vertical clearance between finish grade and the bottom of

the barrier shall be two (2) inches, as measured on the side of the barrier that faces away from the swimming pool, spa, or hot tub. Where the top of the pool structure is above grade, such as an aboveground pool, the barrier may be at ground level or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be two (2) inches.

3109.7.2. Openings in the barrier shall not allow the passage of a four- (4) inch diameter sphere.

3109.7.3. Solid barriers that do not have openings, such as masonry or stonewalls, shall not contain indentations or protrusions except for tooled masonry joints.

3109.7.4. Where the barrier is composed of horizontal and vertical members and the distance between each of the horizontal member is less than 45 inches, the horizontal members shall be located on the swimming pool, spa or hot tub side of the fence and the spacing between each vertical member shall not exceed $1\frac{3}{4}$ inches.

3109.7.5. Where the barrier is composed of horizontal and vertical members and the distance between each of the horizontal members is 45 inches or more, the spacing between each vertical member shall not allow the passage of a four- (4) inch diameter sphere. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed $\frac{3}{4}$ inches in width.

3109.7.6. Where chain link fencing is used, the maximum mesh size shall be $1\frac{1}{4}$ inch square unless the fence is provided with slats fastened in place which reduces the openings to no more than $1\frac{3}{4}$ inches. The chain link fence fabric shall be not less than

11-gauge material. Solid or dense landscaping shall not be used to meet the requirements of this section.

3109.7.7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall be not more than 1- $\frac{3}{4}$ inches.

3109.7.8. Access gates shall comply with the requirements specified in Section 3109.6.1 —3109.6.7 above and, in addition, shall be equipped to accommodate a locking device. Pedestrian-access gates shall open outward away from the swimming pool, spa or hot tub and shall be self-closing and self-latching. The release mechanism of the self-latching device shall be located not less than the sixty (60) inches above adjacent finished grade. Access gates shall not be constructed across a driveway, and double gates or motor operated gates shall not be used. A weather-proof, durable sign of not less than $\frac{1}{2}$ inch high letters stating, "POOL AREA KEEP GATE CLOSED", shall be posted at all times on every access gate.

3109.7.9. A building wall that serves as part of the barrier and allows access to the swimming pool, spa or hot tub through door openings shall comply with one of the following requirements:

An alarm installed on all doors with direct access (1) to the swimming pool, spa or hot tub. The alarm shall sound continuously for a minimum of 30 seconds immediately after the door is opened and be loud enough to be heard throughout the house during normal household activities. The alarm shall automatically reset under all conditions. The alarm system shall be equipped with a manual means, such as a touch pad or switch, to

temporarily deactivate the alarm for a single opening; such deactivation shall last for no more than 15 seconds. The deactivation switch shall be located at least 54 inches above the floor adjacent to the door opening. An alarm, which is incorporated into a general house alarm system, may be used to meet the requirements of this section providing the alarm is not connected to a central monitoring station and cannot be disabled.

Self-closing and self-latching devices installed on (1) all doors with direct access to the swimming pool, spa or hot tub with the release mechanism located a minimum 54" above adjacent finished grade.

3109.7.10. Inspection. The swimming pool, spa or hot tub barrier, including pedestrian access gates and door alarms, shall be installed, inspected and approved prior to plastering or filling the swimming pool, spa, or hot tub with water.

3109.7.11. Indoor Swimming Pool, Spa or Hot Tub. An exterior door with direct access to an indoor swimming pool, spa, or hot tub shall comply with section 3109.6.9 above.

3109.7.12 LEGAL NON-CONFORMING SWIMMING POOLS, SPAS OR HOT TUBS. Every person in possession of land, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a swimming pool, spa, or hot tub for which a permit was issued prior to June 19, 1992, shall at all times maintain a safety barrier completely surrounding said swimming pool, spa or hot tub, as follows:

A substantial fence or other solid structure not (1) less than four (4) feet in height, as measured from the side of the fence that does not enclose the swimming pool, spa or hot tub area, shall be provided. The openings in the barrier shall not allow the passage of

a four- (4) inch diameter sphere and horizontal pickets that act as a latter shall not be used.

Pedestrian access gates or door openings through the (2) barrier shall be equipped to accommodate a locking device and be self-closing and self-latching. The release mechanism of the self-latching device shall be located not less than forty-eight (48) inches above the adjacent finished grade. Access gates shall be not less than 48 inches in height and openings in the gate shall not allow the passage of a four- (4) inch diameter sphere. This section shall not apply to any door of the main dwelling unit located on the same legal lot as the swimming pool, spa or hot tub. Access gates shall not be constructed across any driveway and double gates or motor operated gates shall not be used. A weatherproof, durable sign of not less than one-half ($\frac{1}{2}$) inch high letters stating, "POOL AREA KEEP GATE CLOSED", shall be posted at all times on every access gate, for all public pools.

3109.7.12. DRAINAGE. A 3" P-trap shall be required on the premises for drainage of the pool.

3109.7.13. PLAN COMPLIANCE. All plans submitted to the City for the construction of a new swimming pool, spa or hot tub shall show compliance with the requirements of this Chapter, including the location and height of fencing and gates required by this Chapter.

3109.7.14. FINAL INSPECTION. Final approval of all swimming pools, spas, and hot tubs hereinafter constructed shall not be granted until all of the requirements specified in this chapter have been complied with.

8530.10. ADDITION [ADMINISTRATIVE].

Section 3109.8 is added to Chapter 31 of the California Building Code to read as follows:

3109.8. Demolition of a Swimming Pool, Spa or Hot Tub. A demolition permit shall be obtained from the City prior to the demolition of any swimming pool, spa, or hot tub. The permit applicant shall submit a plot plan indicating the location of the swimming pool, spa or hot tub and its associated equipment. Upon issuance of the demolition permit, the following requirements shall apply:

1. Gas piping serving the swimming pool, spa or hot tub equipment shall be terminated at the source of supply and removed.
2. Plumbing piping serving the swimming pool, spa, hot tub or equipment shall be terminated at the source of supply and removed.
3. Electrical wiring and conduit serving the swimming pool, spa, hot tub, or equipment shall be terminated at the source of supply and removed.
4. Electrical, plumbing and mechanical equipment serving the swimming pool, spa or hot tub shall be removed.
5. The sidewalls of the swimming pool, spa or hot tub shall be removed to a minimum depth of 6 inches below adjacent grade.
6. Two (2) 18-inch diameter holes shall be provided at the lowest elevation of the swimming pool, spa or hot tub floor.
7. The swimming pool, spa or hot tub shall be filled with clean soil or other approved material.”

SECTION 8. Section 8930 of Part 1, Chapter 11, Article VIII of the Arcadia Municipal Code is hereby amended to read as follows:

**“CHAPTER 11
RESIDENTIAL CODE**

**PART 1
ADOPTION**

8930. ADOPTION.

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council hereby adopts, by reference, as the residential building regulations for the City, the 2022 Edition of the California Residential Code (California Code of Regulations, Title 24), including Chapter 1. The Code shall govern, regulate and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public.”

SECTION 9. Section 8950 of Part 3, Chapter 11, Article VIII of the Arcadia Municipal Code is hereby amended in its entirety to read as follows:

“8950. AMENDMENTS, ADDITIONS AND DELETIONS.

The 2022 California Residential Code is amended to read as follows:

8950.1. AMENDMENT.

Section R313.1 of the 2022 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R313.1 Where required. Approved automatic extinguishing systems shall be

installed:

1. In all new R-2 occupancies.

EXCEPTIONS:

A) Detached Group U occupancies, providing the floor area does not exceed 1000 square feet.

B) Pool houses, recreation rooms and similar accessory occupancies providing no portion of the exterior wall of the building is more than 150 feet from a public street.

C) Other minor buildings and/or occupancies as approved by the Fire Chief.

2. In all existing Group R-2 Occupancies greater than 2500 square feet in living area when enlarged by an addition to the living area of the existing structure.

EXCEPTIONS:

A) Additions of areas that would not require sprinklers such as closets or bathrooms.

3. In all existing Group R-2 Occupancies equal to or less than 2500 square feet in living area, when enlarged by an addition to the living area of the existing structure, exceeds 2500 square feet in residential area.

EXCEPTIONS:

A) Additions of areas that would not require sprinklers such as closets or bathrooms.

8950.2. AMENDMENT.

Section R313.1.1 of the 2022 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R313.1.1 Automatic residential sprinkler systems for R-2 occupancies shall be designed and installed in accordance with NFPA 13D or NFPA 13R as amended by the Arcadia Municipal Code.

8950.3. AMENDMENT.

Section R313.2 of the 2022 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R313.2. One- and two-family dwellings automatic fire systems.

1. In all new R-3 occupancies.

EXCEPTIONS:

- A) Detached private garages, providing the floor area does not exceed 1000 square feet.
- B) Pool houses, recreation rooms, workshops, and similar accessory R-3 occupancies providing no portion of the exterior wall of the building is more than 150 feet from a public street.
- C) Other minor buildings and/or occupancies as approved by the Fire Chief.

2. In all existing Group R-3 Occupancies greater than 2500 square feet in living area when enlarged by an addition to the living area of the existing structure.

EXCEPTIONS:

A) Additions of areas that would not require sprinklers such as closets or bathrooms.

B) Additions that occur without increasing the number of stories or increasing the horizontal projection of the first story roof.

3. In all existing Group R-3 Occupancies equal to or less than 2500 square feet in living area, when enlarged by an addition to the living area of the existing structure, exceeds 2500 square feet in residential area.

EXCEPTIONS:

A) Additions of areas that would not require sprinklers such as closets or bathrooms.

B) Additions that occur without increasing the number of stories or increasing the horizontal projection of the first story roof.

8950.4. AMENDMENT.

Section R313.2.1 of the 2022 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R313.2.1 DESIGN AND INSTALLATION. Automatic residential fire sprinkler systems shall be designed and installed in accordance with NFPA 13D as amended by the Arcadia Municipal Code.

8950.5. AMENDMENT.

Section R313.3 of the 2022 California Residential Code is deleted in its entirety and amended to read as follows due to local climatic, geographical, and topographical

conditions:

R313.3. DWELLING UNIT FIRE SPRINKLER SYSTEMS. Dwelling unit fire sprinkler systems shall be designed and installed in accordance with NFPA 13D or NFPA 13R as amended by this section.

R313.3.1 NFPA 13R SPRINKLER SYSTEMS. Where allowed in buildings of Group R, up to and including buildings four stories in height, automatic sprinkler systems shall be installed throughout in accordance with NFPA 13R with the following additions:

- A) Attics shall be fully sprinklered with quick-response intermediate temperature heads.
- B) Private garages shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.

R313.3.2 NFPA 13D SPRINKLER SYSTEMS. Where allowed, automatic sprinkler systems installed in one-and two-family dwellings shall be installed throughout in accordance with NFPA 13D with the following additions:

- A) Attics containing forced air units shall have one or more quick-response intermediate temperature sprinkler heads adjacent to each unit.
- B) Attached private garages shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.

- C) Detached private garages over 1000 square feet in total area shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of 2 heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.
- D) Residential structures under 5000 square feet in total area shall be designed for two (2) heads flowing in the residential area. Residential structures over 5000 square feet in total area shall be designed for four (4) heads flowing in the residential area.
- E) Attics and basements used for storage purposes shall be fully sprinklered with residential type heads.
- F) A single exterior bell activated by the waterflow switch shall be provided at an approved location.
- G) A representative sample of spare heads shall be provided at an approved location.

8950.5.1. AMENDMENT.

Item 2 of Section R337.4.3 of the 2022 California Residential Code is hereby amended to read as follows:

- 2. Heavy timber construction per Chapter 6 of the 2022 California Building Code.

8950.5.2. AMENDMENT.

Section 8950.5.2 is hereby deleted in its entirety and marked as "Reserved."

8950.5.3. ADDITION.

Section R337.9.2 of the 2022 California Residential Code is hereby amended to read as follows:

R337.9.2. Where Required. The walking surface material of decks, porches, balconies and stairs shall comply with the requirements of this Section when any portion of such surface is within fifty (50) feet of the building.

8950.8. AMENDMENT.

Section R902.1 of the 2022 California Residential Code is amended as follows due to local climatic, geographical, and topographical conditions:

R902.1. ROOFING COVERING MATERIALS.

Roofs shall be covered with materials as set forth in Section R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this Section. Classes A or B roofing required by this Section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

EXCEPTIONS:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

8950.7. AMENDMENT.

Section R902.1.3 of the 2022 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R902.1.3. ROOF COVERINGS WITHIN ALL OTHER AREAS.

The entire roof covering of every existing structure where more than fifty (50%) percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

8950.8. AMENDMENT.

Section R902.2 of Section R902 of the 2022 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R902.2. FIRE-RETARDANT-TREATED SHINGLES AND SHAKES.

Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.”

SECTION 10. Chapter 11.2 of Article VIII of the Arcadia Municipal Code is hereby added as follows:

**“CHAPTER 11.2
ELECTRIC VEHICLE CHARGING STATIONS**

**PART 1
APPLICABILITY**

8957. APPLICABILITY.

This chapter applies to applications for expedited building permits for electric

vehicle charging stations consistent with California Government Code section 65850.7.

PART 2 DEFINITIONS

8958. DEFINITIONS.

The following definitions shall apply for purposes of this chapter:

Electric vehicle charging station or **charging station** means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electric Code, as it read on the effective date of this Chapter, and delivers electricity from a source outside of an electric vehicle into a plug-in electric vehicle.

Electronic submission means a submission of an application utilizing email, the Internet, and/or facsimile transmission.

Specific, adverse impact means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date an application was deemed complete.

PART 3 PROCESS

8959. PROCESS.

A. The building official shall adopt a checklist of all application requirements for expedited building permits for electric vehicle charging stations. The checklist shall substantially conform to the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" found in the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and

Research. The checklist, application form, and any other documents required by the building official shall be published on the city's website.

B. Anyone seeking to install an electric vehicle charging station at any site within the city shall apply to the building official for an expedited nondiscretionary building permit.

C. An application for an expedited building permit for an electric vehicle charging station, and all associated documentation, may be submitted to the building official in person, by mail, or by electronic submission. Electronic signatures may be used in lieu of wet signatures.

D. An application that, in the opinion of the building official, satisfies the information requirements of the checklist adopted by the city shall be deemed complete.

E. If an application for an expedited building permit is deemed incomplete, the building official shall provide a written correction notice of the deficiencies and the additional information required to complete the application.

F. If the building official determines that an application for an expedited building permit is complete, the building official shall review the application. If the building official determines that the proposed charging station meets all health and safety requirements of state and federal law, and would not have a specific, adverse impact upon the public health or safety, the application shall be approved and a building permit shall be issued.

G. If the building official finds, based on substantial evidence, that a proposed charging station could have a specific, adverse impact upon the public health or safety,

the city may require the applicant to apply for an electric vehicle charging station use permit in order to install the proposed charging station.

H. An application for an electric vehicle charging station use permit shall be reviewed by the building official. The building official shall not deny such an application without making written findings, based upon substantial evidence in the record, that the proposed charging station would have a specific, adverse impact upon the public health or safety which could not feasibly be satisfactorily mitigated or avoided. The written findings required for rejection of an electric vehicle charging station use permit application shall include the building official's basis for rejecting any potentially feasible alternatives that could mitigate or prevent the alleged adverse impact. Pursuant to Government Code section 65850.7, the building official's review shall be limited to health and safety issues. Aesthetic concerns, or other items not related to public health or safety may not be considered.

I. A decision of the building official made pursuant to subsection F, G, or H of this section may be appealed to the planning commission. The planning commission's review shall also be limited to health and safety issues.

J. Any condition imposed on an application for an expedited building permit or electric vehicle charging station use permit shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost."

SECTION 11. Chapter 12 of Article VIII of the Arcadia Municipal Code is hereby amended to read as follows:

**"CHAPTER 12
DANGEROUS BUILDINGS**

**PART 1
ADOPTION**

8960. ADOPTION

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council hereby adopts, by reference, the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings as published by the International Code Council. The Code shall govern, regulate and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public.

**PART 2
PURPOSE**

8970. PURPOSE

The purpose of this Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the City of Arcadia and certain equipment specifically regulated herein."

SECTION 12. Chapter 13 of Article VIII of the Arcadia Municipal Code is hereby amended as follows:

**“CHAPTER 13
LOS ANGELES COUNTY GRADING CODE**

**PART 1
ADOPTION**

8980. ADOPTION.

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council hereby adopts, by reference, Appendix J of the Los Angeles County Building Code amending the 2022 California Building Code. The Code shall govern, regulate and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the City Clerk for use and examination by the public.”

SECTION 13. Chapter 14 of Article VIII of the Arcadia Municipal Code is hereby amended as follows:

**“CHAPTER 14
CALIFORNIA GREEN BUILDING STANDARDS CODE**

**PART 1
ADOPTION**

8990. ADOPTION.

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council hereby adopts, by reference, the California Green Building Standards Code. The Code shall govern, regulate and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the Building Official for use and

examination by the public.

PART 2 PURPOSE

8991. PURPOSE.

The purpose of this Code is to improve public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices in the following categories:

1. Planning and design.
2. Energy efficiency.
3. Water efficiency and conservation.
4. Material conservation and resource efficiency.
5. Environmental quality.”

SECTION 14. The City Council finds that it can be seen with certainty that adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines. City staff is directed to file a notice of exemption within five (5) days of the adoption of this Ordinance.

SECTION 15. Transmittal. The Building Official shall transmit a copy of this Ordinance to the California Building Standards Commission, pursuant to Health and Safety Code Section 17958.7.

SECTION 16. Recession. All former ordinances or parts conflicting or inconsistent with the provisions of this Ordinance or of the codes adopted by this

Ordinance and any other ordinance in conflict herewith are hereby repealed.

SECTION 17. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 18. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 19. The City Clerk shall certify to the adoption of the Ordinance and shall cause a copy of same or summary thereof to be published in the official newspaper of said City within fifteen (15) days after its adoption. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

[SIGNATURES ON THE NEXT PAGE]


Passed, approved and adopted this _____ day of _____, 2022.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney

EXHIBIT "A"

FINDINGS OF FACT

Pursuant to the 2022 Edition of the California Building Code Preface, the repost contained herein shall be submitted as the Findings of Fact document with regard to Article III of the City of Arcadia Municipal Code, Ordinance No. 2394 as adopted by the City of Arcadia. Under this Ordinance specific amendments have been established, which are more restrictive in nature than those sections adopted by the California Building Standards Code.

The amendments to the California Building Code, 2022 Edition have been recognized by the City of Arcadia to address the Building problem(s) and maintain an environment, which will afford a level of fire and life safety to its citizens and guests.

Under provisions of California Building Code Preface, local amendments shall be based on climate, geographical or topographical conditions. The Findings of Facts contained herein shall address each of these situations and shall present the local situation, which singularly or in combination cause the established amendments to be adopted.

Climate: The City of Arcadia is located in the County of Los Angeles, and is subject to long periods of dry, hot and windy climates, which increase the chance of a fire occurring and predispose the City to large destructive fires. These dry climate conditions and winds contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels for fire prevention and protection. The added protection will supplement normal fire department response available and provide immediate protection for life and safety of occupants during fire occurrences. The warm, dry climate is conducive to swimming pools which creates a higher probability of child drowning where pools are unprotected.

Geographical: The geographic layout and contours of the City of Arcadia create barriers for accessibility for fire suppression forces. Due to the City's close proximity to major fault lines, there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during the new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion.

Topographical: The water supply (domestic and fire flow) system within the City is directly affected by the topographical layout of Arcadia. The distribution system consists of high-low pressure and gravity systems zones, which carry the water from various reservoirs and storage tanks to different zones via water pipes. These street mains consist of high-pressure lines and low pressure lines where the pressure and flows are

adequate in most of the areas of the city. There are certain areas in the southern portion of the City with static pressures of 40 psi., and in the northern portion as low as 20 psi. This variation of pressure causes major problems to development, as well as fire suppression forces.

As a result of the Findings of Fact, which identified the various climatic, geographical, and topographical elements, the requirements established by the City of Arcadia Building Department within the adopted Ordinance No. 2394 are considered reasonable and necessary modifications to the California Building Code based upon local conditions.

While it is clearly understood that the adoption of such regulations may not prevent the incidents of fire, and/or structural failure it is further noted that with the implementation of these various regulations and/or requirements it may serve to reduce the severity and potential loss of life and property.

The City of Arcadia Building Department submits these Findings of Fact and request acceptance of these as defined in the California Building Code Preface.

Prepared and submitted by: Kenneth Fields, City of Arcadia Building Official

ORDINANCE NO. 2395

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING ARTICLE III OF THE ARCADIA MUNICIPAL CODE RELATING TO FIRE REGULATIONS AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA FIRE CODE IN ITS ENTIRETY, INCLUDING CHAPTER 4 AND APPENDICES B, C, D, K, AND O BASED ON THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO

WHEREAS, pursuant to Government Code Section 50022.1 *et seq.* the City may adopt by reference the California Building Standards Code, 2022 Edition as provided in Title 24 of the California Code of Regulations, which includes the California Fire Code; and

WHEREAS, the California Building Standards Commission ("Commission") recently adopted the 2022 Edition of the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City of Arcadia desires to adopt the 2022 Edition of the California Fire Code in its entirety, including Appendix Chapter 4 and Appendices B, C, D, K, and O based on the 2021 Edition of the International Fire Code published by the International Code Council, together with the necessary amendments to assure the Codes are tailored to the particular safety needs of the City as required by its unique climatic, geological and topographical conditions; and

WHEREAS, the City Council conducted first reading of this Ordinance on October 18, 2022; and

WHEREAS, notice of a public hearing on this ordinance was published in the Arcadia Weekly on October 24, 2022 and October 31, 2022; and

WHEREAS, the City Council held a public hearing on November 15, 2022, as required by law, at which time the Council determined that the adoption of the Codes and amendments thereto are in the best interest of the City and are based on the findings required by law; and

WHEREAS, at least one copy of each of the Codes adopted by reference by this ordinance were available for public inspection at the office of the City Clerk fifteen (15) days preceding the public hearing pursuant to Government Code Section 50022.6.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that the amendments and additions to the California Fire Code herein are supported by Findings of Fact which are attached hereto as Exhibit "A" and incorporated herein as part of this Ordinance.

SECTION 2. Section 3121 of Division 1, Part 2, Chapter 1, Article III of the Arcadia Municipal Code is hereby amended to read as follows:

"3121. CALIFORNIA FIRE CODE ADOPTION.

Subject to the exception of the deletions or additions hereinafter set forth, and further subject to the amendments hereinafter specified, there is adopted by reference for the City of Arcadia the 2022 Edition of the California Fire Code, including Chapter 4 and Appendices B, C, D, K, and O based on the 2021 Edition of the International Fire Code published by the International Code Council, and the foregoing shall constitute the Fire Code of the City of Arcadia.

One (1) copy of said code is on file in the office of the City Clerk for use and examination by the public.”

SECTION 3. Sections 3124, 3124.1, 3124.2, 3124.3, 3124.4, 3124.5, 3124.6, 3124.7, 3124.8, and 3124.9 of Division 4, Part 2, Chapter 1, of Article III are hereby amended in their entirety to read as follows:

“3124. AMENDMENTS AND ADDITIONS.

The California Fire Code is hereby amended to read as follows:

3124.1. AMENDMENT.

Section 105.6.15 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

105.6.15 LP-gas. An operational permit is required for:

1. Storage and use of LP-gas.

Exception: A permit is not required for individual containers with a 500-gallon water capacity or less or multiple container systems having an aggregate quantity not exceeding 500 gallons, used exclusively for emergency power generation, and serving occupancies in Group R-3 not located in the Wildland-Urban Interface Area.

2. Operation of cargo tankers that transport LP-gas.

3124.2. AMENDMENT.

Section 202 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topological conditions:

Business Group B

Training and skill development not in a school or academic program (this shall include, but not be limited to, martial arts studios, gymnastics and similar uses regardless of the ages served, and where not classified as a Group A occupancy).

3124.3. AMENDMENT.

Section 903.2 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.2. Where required. Approved automatic extinguishing systems shall be installed:

1. In all new buildings regardless of the type of construction or occupancy.

EXCEPTIONS: A) Detached private garages, providing the floor area does not exceed 1000 square feet.

B) Pool houses, recreation rooms, workshops, and similar accessory R-3 occupancies providing no portion of the exterior wall of the building is more than 150 feet from a public street.

C) Other minor buildings and/or occupancies as approved by the Fire Chief.

2. In existing buildings with new occupancies as required by other sections of the Fire Code.

3124.4. AMENDMENT.

Section 903.2.18 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.2.18. Group U garages and carports accessory to Group R-3 occupancies. Carports with habitable space above, detached private garages over 1000 square feet in area, and attached private garages shall be protected by fire sprinklers in accordance

with this section. These areas shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used.

3124.5. AMENDMENT.

Section 903.3.1.3 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.3.1.3. NFPA 13D SPRINKLER SYSTEMS. Where allowed, automatic sprinkler systems installed in one- and two-family dwellings shall be installed throughout in accordance with NFPA 13D with the following additions:

A) Attics containing forced air units shall have one or more quick-response intermediate temperature sprinkler heads adjacent to each unit.

B) Attached private garages shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.

C) Detached private garages over 1000 square feet in total area shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.

D) Residential structures under 5000 square feet in total area shall be designed for two (2) heads flowing in the residential area. Residential structures over 5000 square feet in total area shall be designed for four (4) heads flowing in the residential area.

E) Attics and basements used for storage purposes shall be fully sprinklered with residential type heads.

F) A single exterior bell activated by the waterflow switch shall be provided at an approved location.

G) A representative sample of spare heads shall be provided at an approved location.

3124.6. AMENDMENT.

Section 903.4.2 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.4.2. ALARMS. An approved audible and visible exterior device shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic fire sprinkler system shall actuate the building fire alarm system. Approved audible notification appliances shall be provided in the interior of the building at locations required by the Fire Chief.

EXCEPTION: NFPA 13D systems serving R-3 occupancies shall be provided with a single exterior bell.

3124.7. AMENDMENT.

Section 1103.2 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

1103.2 Emergency responder radio coverage in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within

the building based upon the existing coverage levels of the public safety communications systems of the jurisdiction at the exterior of the building, shall be equipped with such coverage according to one of the following:

1. Wherever an existing wired communication system cannot be repaired or is being replaced, or where not approved in accordance with Section 510.1, Exception 1.
2. Whenever total additions result in an increase of more than 5000 square feet in the total floor area, including mezzanines or additional stories, regardless of ownership. Additions shall be cumulative with each application for building permit from January 1, 2011.
3. Whenever the value of alterations requiring permits exceed \$500,000 in valuation. Alteration values shall be cumulative with each application for a building permit from January 1, 2011.

3124.8. AMENDMENT.

Section 1103.5 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographic conditions:

1103.5 EXISTING BUILDINGS. An approved automatic fire sprinkler system shall be installed in existing buildings, including any additions thereto, in the occupancies and buildings as set forth in this section.

1. In all commercial and industrial buildings greater than 5000 square feet in area when enlarged by an addition to the existing structure or as required by the Fire Chief.
2. In all commercial and industrial buildings equal to or less than 5000 square feet in area, when enlarged by an addition to the existing structure, exceeds 5000 square feet or as required by the Fire Chief.

3. In all Group R-1 or R-2 Occupancies when an addition results in additional guestrooms or dwelling units.

4. In all Group R-3 Occupancies greater than 2500 square feet in living area when enlarged by an addition to the living area of the existing structure.

EXCEPTIONS:

1) Additions of areas that would not require sprinklers such as closets or bathrooms.

2) Additions that occur without increasing the number of stories or increasing the horizontal projection of the first story roof.

5. In all Group R-3 Occupancies equal to or less than 2500 square feet in living area, when enlarged by an addition to the living area of the existing structure, exceeds 2500 square feet in residential area.

EXCEPTIONS:

1) Additions of areas that would not require sprinklers such as closets or bathrooms.

2) Additions that occur without increasing the number of stories or increasing the horizontal projection of the first story roof.

6. In existing buildings for new occupancies as required by other sections of the Fire Code.

3124.9. AMENDMENT.

Section O101.2 of the California Fire Code is amended to read as follows:

O101.2 Permits. An operational permit shall be required for haunted houses, ghost walks, or similar amusement uses in accordance with Appendix O101.2.

EXCEPTION: Haunted houses, ghost walks, or similar amusement uses in Group R-3 occupancies.”

SECTION 4. Division 4, Part 2, Chapter 1 of Article III of the Arcadia Municipal Code is hereby amended by amending Sections 3124.10, 3124.11, 3124.12, 3124.13, and 3124.14 and adding Sections 3124.15 and 3124.16 to read in their entirety as follows:

“3124.10. ADDITION.

Section 5608.2 is added to Chapter 56 of the California Fire Code to read as follows due to local climatic conditions:

5608.2. FIREWORKS PROHIBITED. No person shall sell, display for sale, possess, store, or manufacture, use, light, fire, discharge, explode or set off any fireworks, including "Safe and Sane" fireworks anywhere within the City, except as allowed by the Fire Chief.

3124.11. ADDITION.

Section 6112 is hereby added to the California Fire Code to read as follows: The use of liquefied petroleum gas for emergency power generation for Group R-3 occupancies located in the Wildland-Urban Interface area shall comply with the following:

1. All individual containers shall be a maximum size of 500-gallon (1893 L) water capacity. Multiple container systems shall not exceed 500-gallons (1893 L) in aggregate quantity.
2. A minimum 10-foot setback shall be maintained between the tank and all buildings in perpetuity. All future developments on the property shall be subject to this requirement.

3. Signage shall be provided on the tank indicating its contents and warning of "NO SMOKING WITHIN 25 FEET".
4. Weeds, grass, brush, trash, and other combustible materials shall be kept a minimum of 10 feet from the tank.
5. A minimum 6A:80BC fire extinguisher shall be provided within 50 feet of the tank. It shall be the applicant's responsibility to have the fire extinguisher serviced by a qualified contractor on an annual basis.
6. During refueling, the LP tank vehicle shall not be left unattended at any time.

3124.12. ADDITION [ADMINISTRATIVE].

Section 105.1.7 is added to the California Fire Code to read as follows:

When the application for a permit under this section is filed, a non-refundable fee as adopted by City Council Resolution shall be paid for the purpose of recovering the cost of services provided.

3124.13. DELETION [ADMINISTRATIVE].

Section 103 is hereby deleted from the California Fire Code without replacement.

3124.14. ADDITION [ADMINISTRATIVE].

Section 104.13 is added to the California Fire Code to read as follows:

104.13. COST RECOVERY. Where an emergency situation is caused or exacerbated by a willful act, a negligent act, or a violation of the Fire Code, Building Code, or any other applicable law, ordinance or regulation, the cost of mitigating and securing any emergency that is within the responsibility of the Fire Chief is a charge against the person who caused the emergency or who caused the circumstances leading to the creation of the emergency. Damages and expenses incurred by any public

agency providing mutual aid shall constitute a debt of such person and shall be collectible by the Fire Chief for proper distribution in the same manner as in the case of an obligation under contract expressed or implied. Expenses as stated above shall include, but not be limited to, equipment and personnel committed and any payments required by the public agency to outside business firms requested by the public agency to mitigate or secure the emergency, monitor remediation, and clean up.

SECTION 5. Division 5, Part 2, Chapter 1 of Article III of the Arcadia Municipal Code is hereby amended by amending Sections 3125 and 3125.1 to read in their entirety as follows:

“DIVISION 5. - APPEALS AND PERMITS

3125. AMENDMENT [ADMINISTRATIVE].

Section 111 of the California Fire Code is amended to read as follows:

Appeals. Whenever the Chief disapproves an application or refuses to grant a permit, the applicant may appeal from the decision of the Chief to the City of Arcadia Building/Fire Code Appeals Board within thirty (30) days from the date of the decision being appealed.

3125.1. AMENDMENT [ADMINISTRATIVE].

Section 111 of the California Fire Code is amended by adding the following paragraph:

Appeals Procedure. The City of Arcadia Building/Fire Code Appeals Board shall not consider any such appeal unless the matter has come to the attention of the Chief and he has rendered a decision in writing. Any appeal to the board shall be made by the

affected person or his agent in writing in the form and manner as prescribed by the Chief and as specified in Arcadia Municipal Code section 8130.2.”

SECTION 6. Parts 4 and 5 of Chapter 1 of Article III of the Arcadia Municipal Code are hereby amended in their entirety to read as follows:

“PART 3. - WILDLAND-URBAN INTERFACE FIRE AREA

3130. CREATION

The City shall designate areas within the City boundaries that are at a significant risk from wildland fires. Such areas shall be designated Wildland-Urban Interface Areas.

3130.1. WILDLAND-URBAN INTERFACE FIRE AREA BOUNDARIES.

The boundaries of the Wildland-Urban Interface Area shall be the same as the Very High Fire Hazard Severity Map as produced by the California Department of Forestry and Fire Protection.

PART 4. - SPECIAL REGULATIONS DIVISION 1.

FLAMMABLE AND EXPLOSIVE MATERIAL

3141. STORAGE OF FLAMMABLE LIQUIDS.

Storage of flammable liquids in outside aboveground tanks is prohibited within the boundaries of the City as the same now exist or as the same may at any time hereafter exist. Aboveground tanks may be permitted on a case by case basis with approval of the Chief.

3141.1. NEW BULK PLANTS PROHIBITED.

The limits in which new bulk storage of liquefied petroleum gas is restricted are established as the boundaries of the City.

3141.2. SAME.

All real property which has been or may hereafter be classified as, changed to or placed in Zones R-M, R-O, R-1, R-2 or R-3 shall be limited to the storage of a maximum of the equivalent to ten (10) gallons of water capacity outdoors and five (5) gallons of water capacity in either free standing or attached accessory structures.

3141.3. SAME. EXCEPTIONS.

1) Individual containers with a 500-gallon water capacity or less or multiple container systems having an aggregate quantity not exceeding 500 gallons, used exclusively for emergency power generation and serving occupancies in Group R-3.

2) The City Council may, upon written application, and after receipt of the report and recommendation of the Chief, after finding upon the evidence received that the public health, safety and welfare will not be jeopardized, alter the limits fixed by any of the preceding section.

3142. HAZARDOUS MATERIALS ABATEMENT.

Clean up or abatement; liability for cost.

3142.1. SAME.

The Fire Department is authorized to abate or cause to be cleaned up the effects of any hazardous material deposited upon or into any property or facilities in the City; and any such person or persons responsible for such property or who intentionally, negligently or otherwise caused such deposit shall be liable for the payment of all such cost incurred by the Fire Department as a result of such cleanup or abatement activity. The remedy provided by this part shall be in addition to any other remedies provided by law.

3142.2. SAME.

For the purposes of this part, "Hazardous Materials" shall be defined as any substance or materials in a quantity or form which, in the determination of the Fire Chief or his authorized representative, poses an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, and shall include, but not be limited to, such substances as explosives, radioactive materials, unstable or toxic materials, petroleum or petroleum products or gases, poisons, etiologic (biologic) agents, pesticides, flammables and corrosives.

3142.3. SAME.

For purposes of this part, cost incurred by the Fire Department shall include, but shall not necessarily be limited to the following: actual labor costs of City personnel, including workers compensation benefits, fringe benefits, administrative overhead, cost of equipment operations, cost of materials obtained directly by the City and cost of any contract labor, equipment and materials as necessary to clean up and abate the hazard.

3142.4. SAME.

The authority to recover costs under this part shall not include actual fire suppression services which are normally or usually provided by the Fire Department."

SECTION 7. The City Council finds that it can be seen with certainty that adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines. City staff is directed to file a notice of exemption within five (5) days of the adoption of this Ordinance.

SECTION 8. Transmittal. The Building Official shall transmit a copy of this

Ordinance to the California Building Standards Commission, pursuant to Health and Safety Code Section 17958.7.

SECTION 9. Recession. All former ordinances or parts conflicting or inconsistent with the provisions of this Ordinance or of the codes adopted by this Ordinance and any other ordinance in conflict herewith are hereby repealed.

SECTION 10. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 11. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 12. The City Clerk shall certify to the adoption of the Ordinance and shall cause a copy of same or summary thereof to be published in the official newspaper of said City within fifteen (15) days after its adoption.

[SIGNATURES ON THE NEXT PAGE]


Passed, approved and adopted this _____ day of _____, 2022.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney

EXHIBIT "A"

FINDINGS OF FACT

Pursuant to the 2022 Edition of the California Fire Code Preface, the report contained herein shall be submitted as the Findings of Fact document with regard to Article III of the City of Arcadia Municipal Code, Ordinance No. 2395, as adopted by the City of Arcadia. Under this adopting Ordinance specific amendments have been established, which are more restrictive in nature than those sections adopted by the California Building Standards Code.

The amendments to the California Fire Code, 2022 Edition have been recognized by the City of Arcadia to address the fire problem(s), concern(s) and future direction(s) by which this City can establish and maintain an environment, which will afford a level of fire and life safety to its citizens and guests.

Under the provisions of California Fire Code Preface, local amendments shall be based on climatic, geographical or topographical conditions. The Findings of Facts contained herein shall address each of these situations and shall present the local situation, which singularly or in combination cause the established amendments to be adopted.

Climatic: The City of Arcadia is located in the County of Los Angeles, and is subject to long periods of dry, hot and windy climates, which increase the chance of a fire occurring and predispose the City to large destructive fires. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels for fire prevention and protection.

Geographical: The geographic layout and contours of the City of Arcadia create barriers for accessibility for fire suppression forces. Due to the City's close proximity to major fault lines, there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during the new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion.

Topographical: The water supply (domestic and fire flow) system within the City is directly affected by the topographical layout of Arcadia. The distribution system consists of high-low pressure and gravity systems zones, which carry the water from various reservoirs and storage tanks to different zones via water pipes. These street mains consist of high-pressure lines and low pressure lines where the pressure and flows are adequate in most of the areas of the city. There are certain areas in the southern portion of the City with static pressures of 40 psi, and in the northern portion as low as 20 psi. This variation of pressure causes major problems to development, as well as fire suppression forces.

As a result of the Findings of Fact, which identified the various climatic, geographical, and topographical elements, the requirements established by the City of Arcadia Fire Department within the adopted Ordinance No. 2395 are considered reasonable and necessary modifications to the California Fire Code based upon local conditions.

While it is clearly understood that the adoption of such regulations may not prevent the incidents of fire, it is further noted that with the implementation of these various regulations and/or requirements it may serve to reduce the severity and potential loss of life and property.

The City of Arcadia Fire Department submits these Findings of Fact and request acceptance of these as defined in the California Fire Code Preface.

Prepared and submitted by: Mark Krikorian, Fire Marshal