

# CITY OF ARCADIA

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## City Council Regular Meeting Agenda



**Tuesday, November 21, 2023, 6:00 p.m.**

**Location: City Council Conference Room, 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。

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### 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](https://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](mailto: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](http://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](mailto: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。

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## CALL TO ORDER

### ROLL CALL OF CITY COUNCIL MEMBERS

April A. Verlato, Mayor  
Michael Cao, Mayor Pro Tem  
Paul P. Cheng, Council Member  
Sharon Kwan, Council Member  
Eileen Wang, Council Member

### 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.

### CLOSED SESSION

- a. Pursuant to Government Code Section 54956.9 (d)(4) to confer with legal counsel regarding initiation of litigation: one (1) case.
- b. Pursuant to Government Code Section 54957.6 to confer with labor negotiators.

City Negotiators: City Manager Dominic Lazzaretto, and Assistant City Manager/Development Services Director Jason Kruckeberg.

Employee Organizations: Arcadia Public Works Employees Association, Arcadia City Employees Association, Arcadia Police Civilian Employees Association, Arcadia Police Officers' Association, Arcadia Firefighters' Association, and unrepresented employees: Department Heads, Division Managers, Supervisors, and part-time employees.

**Regular Meeting  
City Council Chambers, 7:00 p.m.**

**1. CALL TO ORDER**

**2. INVOCATION**

Pastor Andre Bribiesca, Vessel Calvary Chapel Arcadia

**3. PLEDGE OF ALLEGIANCE**

Arcadia Troop 103 (Boys and Girls)

**4. ROLL CALL OF CITY COUNCIL MEMBERS**

April A. Verlato, Mayor  
Michael Cao, Mayor Pro Tem  
Paul P. Cheng, Council Member  
Sharon Kwan, Council Member  
Eileen Wang, Council Member

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

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

**7. PRESENTATIONS**

- a. Presentation of Mayor's Certificates of Commendation to Breeders' Cup Captains.
- b. Presentation by the Water Quality Authority to the City Council and Community.

**8. APPOINTMENTS**

- a. Appointment to the Recreation and Parks Commission.  
CEQA: Not a Project  
Recommended Action: Make Appointment to Fill Unexpired Term

**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 November 7, 2023.  
CEQA: Not a Project  
Recommended Action: Approve
- b. Resolution No. 7536 approving a Ninth Amendment to the Agreement and Lease by and between the City of Arcadia and Methodist Hospital of Southern California.  
CEQA: Not a Project  
Recommended Action: Adopt and Approve
- c. Professional Services Agreement with Stetson Engineers, Inc. for the Chapman Water Facility Feasibility Study in the amount of \$71,900.  
CEQA: Not a Project  
Recommended Action: Approve
- d. Contract with General Pump Company, Inc. for the inspection and rehabilitation of the Orange Grove Well 2A Project in the amount of \$333,800.  
CEQA: Exempt  
Recommended Action: Approve
- e. Contract with California Coast Carpet & Flooring for the Fire Station 105 and Fire Station 106 Carpet Replacement Project in the amount of \$95,049.62.  
CEQA: Exempt  
Recommended Action: Approve
- f. City Water and Sewer Rates for Calendar Year 2024.  
CEQA: Not a Project  
Recommended Action: Receive and File
- g. Revision to the part-time hourly wage schedules to adjust the Fire Prevention Aide wage range.  
CEQA: Not a Project  
Recommended Action: Approve
- h. Approve the Annual Development Impact Fee Report for Fiscal Year 2022-23 pursuant to Government Code Section 66006.  
CEQA: Not a Project  
Recommended Action: Approve

## **12. ADJOURNMENT**

The City Council will adjourn this meeting to Tuesday, December 5, 2023, 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](mailto: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 Numbers(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](http://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](mailto: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。



# STAFF REPORT

Office of the City Clerk

**DATE:** November 21, 2023

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** APPOINTMENT TO THE RECREATION AND PARKS COMMISSION  
**CEQA: Not a Project**  
**Recommendation: Make Appointment to Fill Unexpired Term**

## **SUMMARY**

At the City Council Meeting on June 16, 2020, the City Council re-appointed Steve Swinney to serve on the Recreation and Parks Commission for a second four-year term, which expires June 30, 2024. On September 14, 2023, the City Clerk's Office received the attached resignation letter from Mr. Swinney. This agenda item will enable the City Council to take action to fill the vacancy on the Recreation and Parks Commission from the attached applications.

## **BACKGROUND**

At the City Council Meeting on October 3, 2023, the City Council voted 4-1 to allow additional time to advertise and reopen the public application process to fill the unexpired term on the Recreation and Parks Commission, with the intent of offering a 30-day application period. The vacancy notice was advertised on the City's social media accounts, the City's website, noticed at three public locations, and published in the Arcadia Weekly on October 9, and October 16, 2023. The deadline for submitting applications was the close of business on Thursday, November 2, 2023. The City Clerk's Office received one application during the 30-day application process, in addition to the existing applications that remained on file from the Spring 2023 Board and Commission Recruitment process, who indicated a continued interest in serving on this Commission.

## **DISCUSSION**

Due to the resignation of Mr. Swinney, it is recommended that the City Council make an appointment to the Recreation and Parks Commission from the list of attached resumes. To facilitate the City Council's appointment to the Recreation and Parks Commission, the following documents are attached:

- Resignation Letter of Steve Swinney
- Citizen Service Resumes (in alphabetical order). Applicants have been verified as residents and registered voters of Arcadia.

### **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**

There is no fiscal impact resulting from the City Council appointing a new member of the Recreation and Parks Commission.

### **RECOMMENDATION**

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and make an appointment to the Recreation and Parks Commission to fill a vacancy, with a term expiring June 30, 2024.

Attachments: Resignation Letter – Steve Swinney  
Citizen Service Resumes

RECEIVED

Steve Swinney

SEP 14 2023

CITY OF ARCADIA  
CITY CLERK

Karen Collins  
Recreation Department  
Arcadia, CA

Dear Karen,

Due to continued health concerns with my right leg, and the inability to get around on my own, I'm tendering my resignation from the Recreation Commission effective immediately. I have enjoyed my time on the commission, but it has become very difficult to get to meetings because of the condition of my right leg.

Respectively yours.  
Steve Swinney

# Citizen Service Resume



NOV 2 2023  
CITY OF ARCADIA  
CITY CLERK

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- Arcadia Beautiful Commission\*
- Arcadia Museum Commission
- Human Resources Commission
- Library Board of Trustees
- Planning Commission
- Recreation and Parks Commission
- Senior Citizens Commission

\*\*\*\*\*

NAME Roberto Ayala DATE OF BIRTH [REDACTED]  
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]  
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT  ONE  TWO  THREE  FOUR  FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Logistics Administrator

EMPLOYER LA Metro ARE YOU AN ARCADIA REGISTERED VOTER?  YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT? 3 years ARE YOU A LEADERSHIP ACADEMY GRADUATE?  YES  NO

\*\*\*\*\*

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

### EDUCATION (Include professional or vocational licenses of certificates)

- > Masters of Science Transportation Management - San Jose State University (2020-2023)
- > Bachelors of Business Administration - University of Texas at Austin (2006-2010)
- > MITx MicroMasters in Supply Chain Management (2018)
- > Internation Program in Management - Fundação Getúlio Vargas, Brazil (2009)

### COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

- > Foothill Unity Center (2021)
- > LA Food Bank (2018-2020)
- > Inner City Arts Los Angeles (2015-2019)

### PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

- > Eights years experience working in public transportation (LA Metro) including roles in project management; budgeting and financial analysis; and public relations and marketing
- > Four years experience (YMCA of Austin) working in program implementation for after-school programs, summer camps and computer literacy workshops
- > Daily user of Arcadia park facilities

### WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

The Arcadia Recreations and Park Commission's objective is to enable and promote the city to expand the use of public recreational facilities and programs so as to benefit the health and well-being of residents. The Commission can set goals to oversee progress on the Recreation and Parks Master Plan (2017) and bring attention to facility/program quality and accessibility

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

YES  NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

YES  NO

\*\*\*\*\*

**\*ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

YES  NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

YES  NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

YES  NO

\*\*\*\*\*

I HEREBY  STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

November 2, 2023

DATE

NOTE: The City of Arcadia reserves the right to use the information provided on this application to verify your residential address and voter registration status. The information provided on this application is for internal use only and confidential information will not be released to the public.

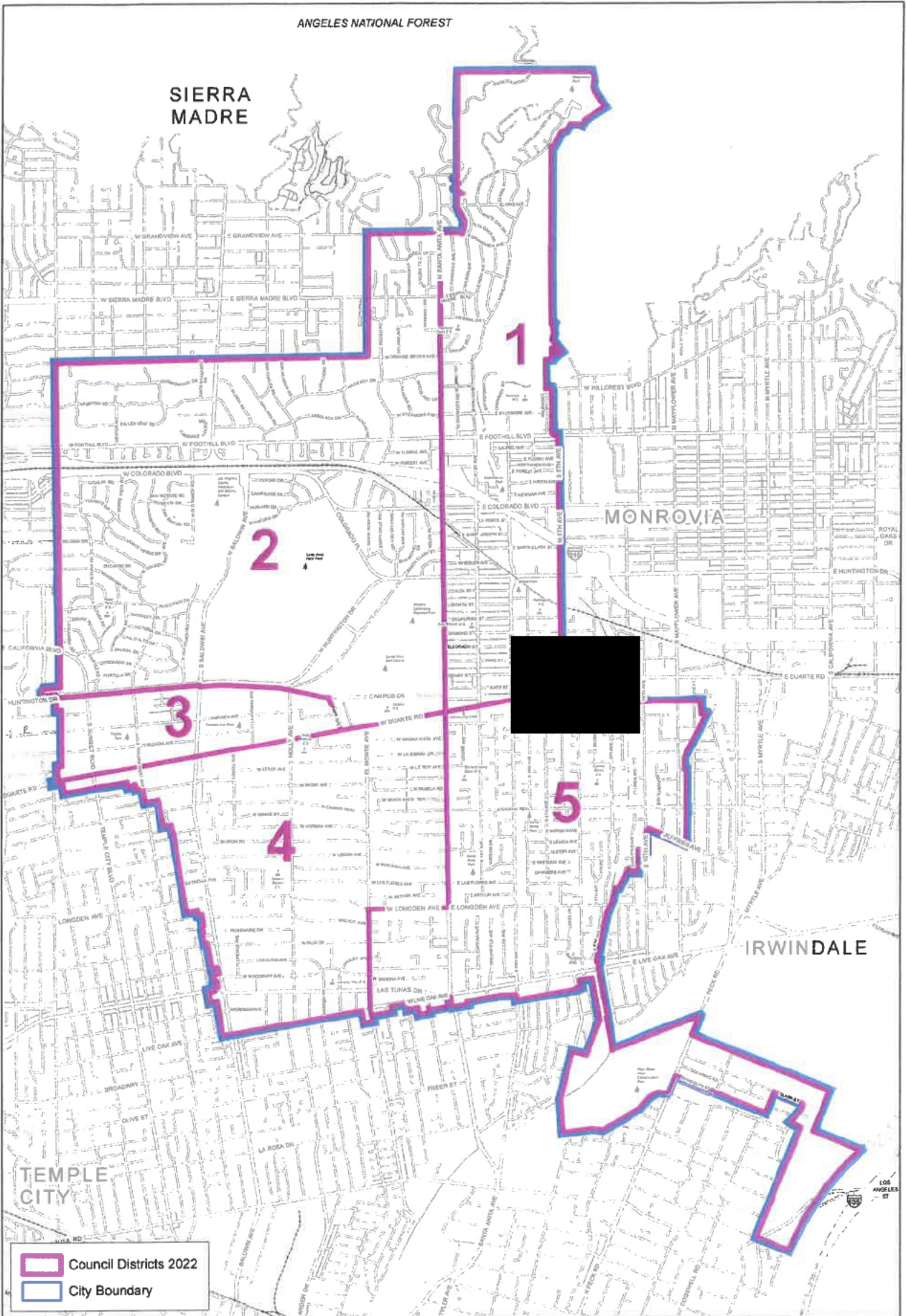
PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE  
240 W. HUNTINGTON DRIVE  
ARCADIA, CA 91007

OR

Email us at [CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov)

Questions? Please contact us at (626) 574-5455

SIERRA MADRE



**Council District**  
*City of Arcadia, California*

RECEIVED

OCT - 2 2023



# Citizen Service Resume

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- Arcadia Beautiful Commission\*
- Arcadia Museum Commission
- Human Resources Commission
- Library Board of Trustees
- Planning Commission
- Recreation and Parks Commission
- Senior Citizens Commission

\*\*\*\*\*

NAME David Fu DATE OF BIRTH [REDACTED]  
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]  
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT  ONE  TWO  THREE  FOUR  FIVE  
PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Attorney  
EMPLOYER Self ARE YOU AN ARCADIA REGISTERED VOTER?  YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT? 9 yrs ARE YOU A LEADERSHIP ACADEMY GRADUATE?  YES  NO

\*\*\*\*\*

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.  
A more complete resume is attached.

**EDUCATION (Include professional or vocational licenses or certificates)**

California Bar SBN 186331 (1996), California Real Estate Broker #00932813 (1999)  
California Dept. of Insurance (expired)  
Master of Laws Degree, Taxation, Golden Gate University, 2000  
Juris Doctor. Univ. of West Los Angeles. 1996  
**COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)**

Law Day participant, June 15, 2023  
Judicial Council of California, Attorney Member  
Commission on Judicial Nominees Evaluation, Chair  
Real Property Law Section. State Bar of California. Chair  
**PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE**

I have served in public service organizations and served the judicial system and the bar for most of my professional career, starting in the 1990s. I chaired the JNE Commission, which conducts confidential investigation of bench officers for appointment to the Supreme Court and all subordinate courts. I currently serve on the Judicial Council of California. the de facto board of directors for the

**WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?**

Recreation and Parks is a vital link to our citizens. I have learned that most people interface their government through their police department, and this can be a mixed experience as some are receiving citations or being counseled for their behavior. Rec and Parks is the place for our community leadership to reach out and improve the lives of our residents in a manner which is

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

YES  NO

**NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY**

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

YES  NO

\*\*\*\*\*

**\*ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

YES  NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

YES  NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. *ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?*

YES  NO

\*\*\*\*\*

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

October 1, 2023

DATE

NOTE: The City of Arcadia reserves the right to use the information provided on this application to verify your residential address and voter registration status. The information provided on this application is for internal use only and confidential information will not be released to the public.

PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE  
240 W. HUNTINGTON DRIVE  
ARCADIA, CA 91007

OR

Email us at [CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov)

Questions? Please contact us at (626) 574-5455

## RESUME OF DAVID D. FU

City: Arcadia, California

Birthplace: New York, New York

State Bar of California Admission Date: December 10, 1996

Licensed California Real Estate Broker: August 1999 (prior license experience to 1986)

### Education:

- Golden Gate University, Master of Laws Degree in Taxation (2000)
- University of West Los Angeles, Juris Doctor (1996)
- University of California at Berkeley, Bachelor of Arts (1986)
- Beverly Hills High School (1978)

### Employment:

- Principal, David Fu and Associates (2006 – present)
- David Fu and Associates is a full-service business law firm which focuses on litigation and transaction matters for clients who are typically small and medium-sized business owners and real estate investors. We believe in a value-for-value exchange; when clients call, we believe in helping them, understanding how lives are touched and affected by their interactions with the law. We also believe in helping all we can who call us; when prospective clients call seeking representation but can't afford our services, we direct them to lower cost alternatives and in some cases, accept pro bono representation to help make their experience with the law less traumatic. We serve a primarily immigrant community which commonly lacks experience and sophistication in dealing with government, legal processes, and courts, and we help to make that experience as positive as possible. We understand how our clients and opposing parties feel, and we understand that even litigated matters ultimately resolve through a transactional solution in the vast majority of cases, so we conduct ourselves with honor, integrity, and honesty.

### State Bar Activities

- Appointed by State Bar Board of Trustees as an attorney member to the Judicial Council, term beginning September 15, 2021. The Council provides policy direction to the courts, and is chaired by the Chief Justice of the Supreme Court. There are four attorney members.
- Commission on Judicial Nominees Evaluation, commissioner (2014-present); Vice Chair (2016); Chair (2017-2018). The JNE Commission is mandated under the Government Code, and conducts confidential investigations of judicial applicants for evaluation by the Governor before appointment.

- Continuing Education of the Bar, Real Property Advisory Committee, member (2015-2016). The CEB Advisory Committee makes recommendations for publications of interest to practicing lawyers in the specialty.
- Real Property Law Section, Executive Committee (2009-2012), vice chair (2011-2012) co-chair (2012-2013), advisor (2013-present). The RPLS ExCom is now part of the California Lawyers Association, and administers the activities of the Real Property Law Section, then comprised of approximately 6000 lawyer members.
- State Bar RPLS ExCom Subsection Relations Committee, co-chair (2010-2012). ExCom members guide and supervise the activities of subsection members.
- State Bar RPLS Sales and Brokerage Subsection, co-chair (2007-2009). The Subsection was a subordinate organ of the ExCom and conducted continuing education and other activities for the Section.
- Member, Real Property Law, Litigation Section, Solo and Small Firm, Trusts and Estates Section, California Lawyers Association.
- Member, Board of Directors, Westchester-LAX-Marina del Rey Chamber of Commerce, 2001-2004

#### Noteworthy Accomplishments

- 2018 Attorney of the Year, Solo and Small Firm Section, California Lawyers Association
- Conceived and developed new training for JNE Commissioners at orientation to more directly prepare commissioners for challenges of JNE process
- Conceived and developed JNE Commission Leadership Training for better preparation of commissioners for potential leadership roles
- Conceived, developed and produced “Real Property Person of the Year” award, a perpetual awards program for the State Bar of California Real Property Law Section, to enhance the profile of the Section in the real estate community
- Conceived, developed and produced “Morning Star” award, a perpetual awards program for the State Bar of California Real Property Law Section, to recognize and encourage young lawyers in real property practice demonstrating early commitment to Bar service
- Developed and expanded associate membership program for Real Property Law Section to encourage outreach to real estate brokerage community for participation in Section
- Conceived and produced Fiftieth Anniversary Program for Culver Marina Bar Association, trebling attendance and increasing association’s treasury

#### Local Bar Activities/Professional Associations

- Los Angeles County Bar Real Property Executive Committee, member
- Culver Marina Bar Association, president (2004), board of directors (2001-2004)
- Chinese American Real Estate Professionals Association, general counsel
- National Association of Realtors, Instructor, “The Fundamentals of Commercial Real Estate”
- Graduate, Realtors Institute, Instructor, “Risk Management”
- ABA/LACBA Real Property Section Diversity Outreach Program, committee member and panelist

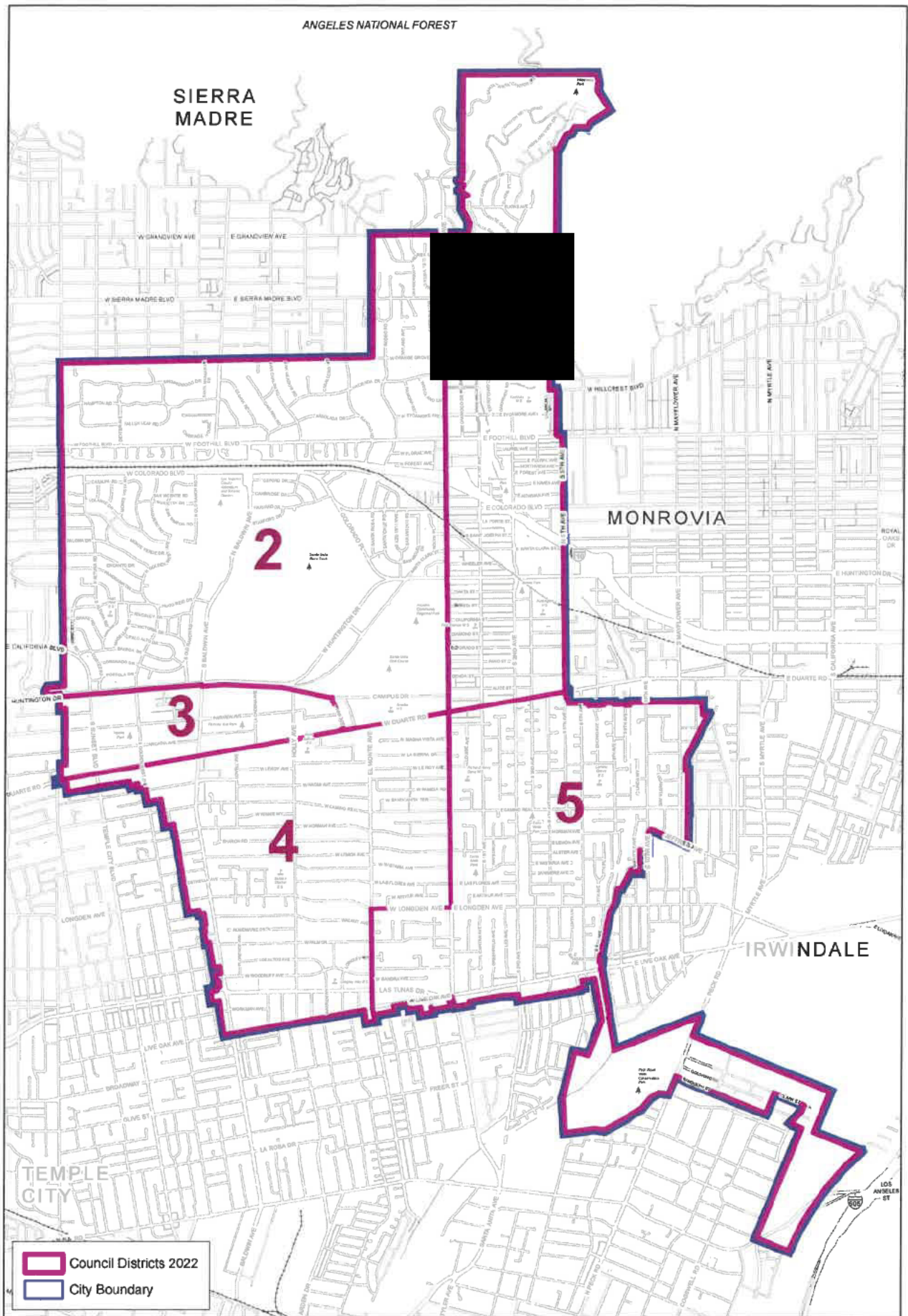
- San Gabriel Valley Bar Association, member (prev.)
- California Association of Realtors/National Assn. Of Realtors, member (2013-present)
- Arcadia Assn. Of Realtors (2019-present)

Speaking Engagements (partial):

- “Commercial Real Estate and Apartments - An Overview of Valuation to Maximize Commissions,” Kotai Realty, February 2005
- ABA/Los Angeles County Bar Association Diversity Outreach Program, Real Estate Broker Duties, 2005 (appx)
- “How to Hold Title To Property,” WSGVAR First Time Home Buyer’s Seminar, March 2006
- “Success Strategies for Successful Realtors,” Long Dragon Realty, April 2006
- “Estate Planning Essentials,” MetLife Agency Training, September 2006
- “Legal Factors and Analysis of Real Property Investments & Tips for Investor and Broker Protection,” WSGVAR Seminar, March 2007
- “Ten Things You Should Know About Commercial Real Estate,” WSG Commercial, April 2008
- “Fundamentals of Commercial Real Estate,” various 2008
- “Current Real Estate Market Seminar,” First-Time Homebuyer’s Seminar, April 2009
- “Modern Problems, Modern Solutions,” WSGVAR, April 2009
- “Current Real Estate Market,” Duarte City Hall, May 2009
- “Real Estate Broker Liability in a Down Market: Today’s Problem Areas,” State Bar Annual Meeting, September 2009
- “CAR Asian Directors Association: Loan Modification, Short Sale, and REO Issues,” CAR Annual Meeting, October 2009
- “Subprime Mortgage Fallout,” Real Property Retreat, April 2010
- “Eight Things You Should Know About Business Opportunities,” WSGVAR, August 2010
- “Real Estate Investments for Dummies,” State Bar Annual Meeting, September 25, 2010
- “Defending Your Life: When Lawsuits Happen,” various 2011
- “My First Real Property Lawsuit,” State Bar Annual Meeting, September 17, 2011
- “Loan Mods, Short Sales and REOs,” Pasadena Bar Association November 29, 2011
- “Back to Basics: The Residential Purchase Agreement,” various 2012
- “Trouble in Paradise: When Buyers and Sellers Collide,” various, 2012
- “Duck, Duck, Goose! Who gets named in the real property lawsuit, and why?” State Bar Real Property Law Section - Real Property Retreat, May 2, 2014
- “Ask the Attorney,” Arcadia Association of Realtors, May 7, 2014
- “Really Scary Stories for Realtors,” various 2015
- “So you want to be a judge? Insights and advice on the appointment process,” California Women Lawyers, National Association of Women Judges, May 2016
- Pathways to the Bench, LACBA Inns of Court, November 2016
- Diversity on the Bench, Los Angeles Superior Court, June 2017
- Testimony before the Commission on Judicial Appointments, Confirmation hearing of the

Honorable Presiding Justice Elwood Lui, Justice Patricia Guerrero, Justice Anne H. Egerton, December 2017.

- Testimony before the Commission on Judicial Appointments, Confirmation hearing of the Honorable Justice Mary H. Greenwood, Justice Thomas M. Goethals, January 2018
- “So you want to be a judge?” Italian American Lawyers Association, February 2018
- “So you want to be a judge?” California Women Lawyers, March 2018
- JNE Commission New Commissioner Orientation, 2016-2019
- “When Adversaries are Friends” Real Property Law Section, California Lawyers Assn., May 2019
- “The Virus, the Law, and You” Chinese American Real Estate Professional Association, May 2020
- “Where do we go from here? The Future of Real Estate” Chinese American Real Estate Professional Association, May 2020



**Council District**  
**City of Arcadia, California**

RECEIVED



# Citizen Service Resume

MAY 18 2023

CITY OF ARCADIA  
CITY CLERK

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- Arcadia Beautiful Commission\*
- Arcadia Museum Commission
- Human Resources Commission
- Library Board of Trustees
- Planning Commission
- Recreation and Parks Commission
- Senior Citizens Commission

NAME Janie (Wanchien) Lee DATE OF BIRTH [REDACTED]  
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT  ONE  TWO  THREE  FOUR  FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION community volunteer

EMPLOYER N/A ARE YOU AN ARCADIA REGISTERED VOTER?  YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT? 26 ARE YOU A LEADERSHIP ACADEMY GRADUATE?  YES  NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

- B.A International Business
- BS Hospitality Mgmt.
- MS Hotel Mgmt.

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments) Consultant, Franklin Foundation

- Arcadia Chinese Asso. Director since 2006, Past President 2018-2020 (autistic children)
- Arcadia Performing Arts Foundation, VP of Public Relations, since 2015
- Arcadia High School Chinese Parents Booster Club, Director since 2021

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

- Community Volunteer since 2006
- School Volunteer since 2012
- Event Chair / Senior Appreciation Luncheon for many years
- Event Chair / Organizer of Moon Festival of City of Arcadia (2018, 2019)
- Coordinator / Taste the Town - Senior Program (2018, 2019, 2023)

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

- Promoting the volunteerism w/ happy grateful spirit
- Bridging the culture of the beauty of Diversity
- Exercising "Tender, Loving, care" with our community
- Promoting Physical & Mental Health through indoor / Outdoor activities & programs & education

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?  
 YES  NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY  
STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

YES  NO

\*\*\*\*\*  
\*ARCADIA BEAUTIFUL APPLICANTS ONLY

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

YES  NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

YES  NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

YES  NO

\*\*\*\*\*  
I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



May 18, 2023  
DATE

NOTE: The City of Arcadia reserves the right to use the information provided on this application to verify your residential address and voter registration status. The information provided on this application is for internal use only and confidential information will not be released to the public.

PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE  
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OR

Email us at [CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov)

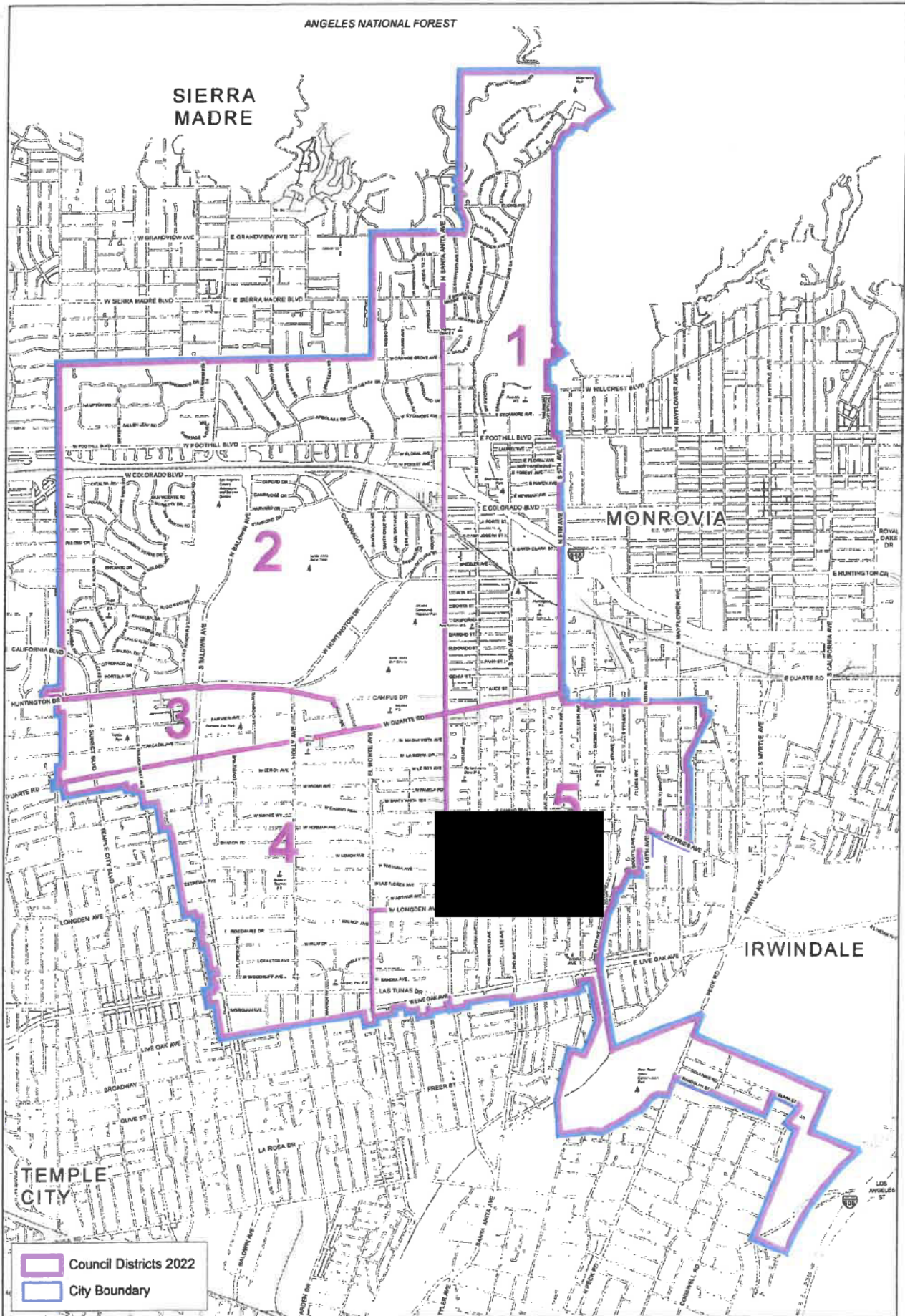
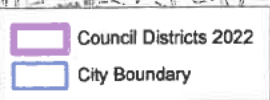
Questions? Please contact us at (626) 574-5455

SIERRA MADRE

MONROVIA

IRWINDALE

TEMPLE CITY



# Citizen Service Resume



RECEIVED

APR 24 2023

CITY OF ARCADIA  
CITY CLERK

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- Arcadia Beautiful Commission\*
- Arcadia Museum Commission
- Human Resources Commission
- Library Board of Trustees

- Planning Commission
- Recreation and Parks Commission
- Senior Citizens Commission

\*\*\*\*\*

NAME Malki Daniel DATE OF BIRTH [REDACTED]  
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]  
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT  ONE  TWO  THREE  FOUR  FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Lawyer

EMPLOYER Weil ARE YOU AN ARCADIA REGISTERED VOTER?  YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15 ARE YOU A LEADERSHIP ACADEMY GRADUATE?  YES  NO

\*\*\*\*\*

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

### EDUCATION (Include professional or vocational licenses or certificates)

Harvard Law School, Master of Laws  
Thomas Jefferson School of Law, Juris Doctor  
University of California, Santa Barbara, Bachelor of Arts in Economic & Political Science

### COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

As a Legislative Intern in the 27th Congressional District, I actively contributed to policy development and communication. Serving as a Policy Advisor for the U.S. Congress Joint Economic Committee, I prepared reports and briefs, coordinated hearings, and drafted op-eds on various economic topics. Additionally, during my tenure as a Legislative Correspondent, I composed persuasive speeches, researched legislation, and ensured accurate content for Senate and Congress. In my role as a Policy Advisor for the U.S. Congress Joint Economic Committee, I was actively involved in shaping policy discussions and recommendations. I provided valuable insights and guidance on various economic topics by preparing comprehensive reports, coordinating hearings, and drafting op-eds. My policy advising experience demonstrates my ability to distill complex issues into concise summaries for effective communication and decision-making. Lastly, I ran for Arcadia City Council in the Fifth District for this past November election.

### PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

My legal and political background, encompassing experience with Congress and as an legal professional, has equipped me with the analytical and communication skills necessary for an appointee on the Arcadia Boards and Commissions. I possess a deep understanding of policy development and legislative processes, and am committed to addressing community concerns and fostering collaborative decision-making.

### WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objectives and goals are to effectively address community needs, promote sustainable growth, and enhance the overall quality of life for residents. I bring a fresh perspective and innovative ideas that can complement the experience of other members. By leveraging my legal and political expertise, I aim to contribute to informed policy decisions, facilitate transparent communication, and work collaboratively to ensure Arcadia continues to thrive as a vibrant, inclusive community that embraces the contributions of diverse generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

YES  NO

**NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY**

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YES  NO

\*\*\*\*\*

**\*ARCADIA BEAUTIFUL APPLICANTS ONLY**

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YES  NO

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YES  NO

\*\*\*\*\*

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



04/24/23

SIGNATURE

DATE

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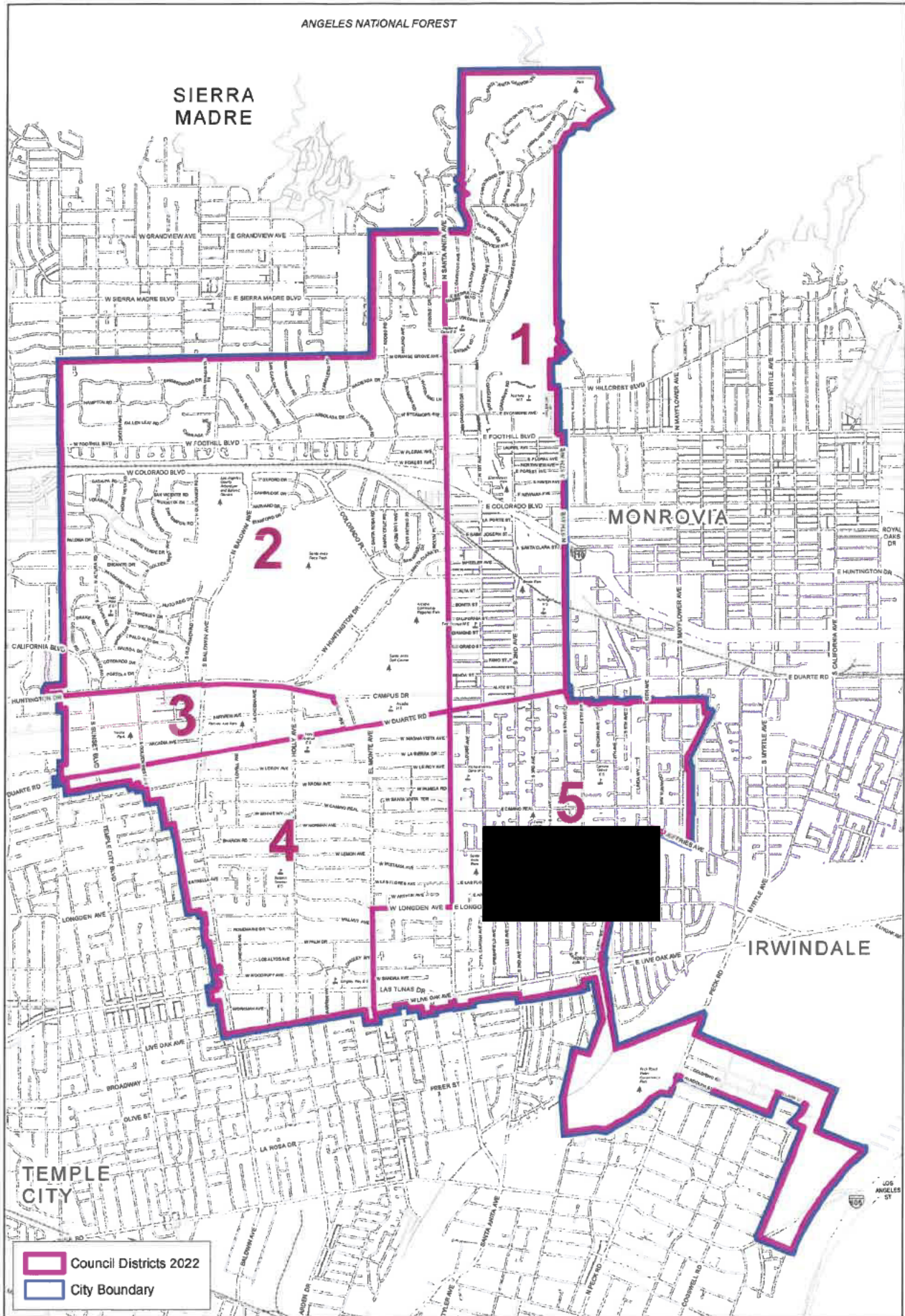
SIERRA MADRE

MONROVIA

IRWINDALE

TEMPLE CITY

-  Council Districts 2022
-  City Boundary



**Council District**  
City of Arcadia, California

**ARCADIA CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, NOVEMBER 7, 2023**

---

1. **CALL TO ORDER** – Mayor Verlato called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Riaz Khan, Mosque of San Gabriel
3. **PLEDGE OF ALLEGIANCE** – Webelos Pack 371 – Longley Way Elementary
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

City Manager Lazzaretto had nothing to report.

6. **PRESENTATIONS**

- a. Presentation of Arcadia Festival of Bands Month Proclamation to the Arcadia Festival of Bands Committee.
- b. Presentation of “Shop and Dine Arcadia Season” Proclamation to the Arcadia Chamber of Commerce.
- c. Presentation of Family Court Awareness Month Proclamation.

7. **PUBLIC COMMENTS** – No one appeared.

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

Mayor Pro Tem Cao announced that he attended the City Council Health Committee Meeting; the Library Board of Trustees Meeting; the Downtown Arcadia Improvement Association’s Halloween Haunting event; the Habitat for Humanity “Raise the Roof” event; the Chabad of the San Gabriel Valley tribute event for Holocaust Survivor Joe Alexander; the Clean Power Alliance Meeting; the City’s 2023 Community Cleanup Day; the Breeders’ Cup; and he commented on the press release issued by the L.A. County Superior Court stating that the new Zero Bail Policy is successful, expressing his disagreement with that statement. He further announced that on November 18, the Arcadia Police Foundation is hosting its annual Fall Fundraiser; and that November 11 is Veterans Day and the significance of the holiday.

Council Member Cheng thanked the City Council for their support at the City’s 2023 Community Cleanup Day; he thanked the members of the Arcadia Woman’s Club for inviting him to speak about Arcadia recognizes its Veterans; he announced that he attended the Chabad of the San Gabriel Valley tribute event for Holocaust Survivor Joe Alexander; he provided words of encouragement to those struggling with mental health; and he provided contact information for those interested in learning about Piqui’s Law – Senate Bill 331. He further announced that November 11 is the Allied Veterans – Veterans Day event, the Annunciation Church Arcadia

Family Fun Fest, and that the American Legion Chinatown Post 628 will be celebrating Veterans Day at the Ho Kee Café in Arcadia; and he thanked Mayor Pro Tem Cao for his service.

Council Member Wang commented on Piqui's Law – Senate Bill 331; she announced that she attended the City Council Health Committee Meeting; the ribbon cutting ceremony for G.H. Wilke & Co. Jewelers; the 19<sup>th</sup> Chinese American Film Festival and Chinese Television Festival; the North West Chamber of Commerce USA Press Conference; the Downtown Arcadia Improvement Association's Halloween Haunting event; the International Art Education Center's 2023 Golden Fall Festival; the Chabad of the San Gabriel Valley tribute event for Holocaust Survivor Joe Alexander; City of Duarte's Park Renaming and Dedication Ceremony in memory of Tzeitel Paras-Caracci; the Arcadia Woman's Club Meeting; the ribbon cutting ceremony for Hierarchy Builders; the Breeders' Cup; and the City's 2023 Community Cleanup Day, among other events outside the City of Arcadia. She announced that she was appointed to the Arcadia USC Hospital Board; and she thanked City staff for assisting a local family in need, and Mayor Pro Tem Cao for his service.

Council Member Kwan announced that she attended the Asian Hall of Fame Induction Ceremony; the Planning Commission Meeting; the Creative Housing Options in Arcadia Meeting; the Downtown Arcadia Improvement Association's Halloween Haunting event; the Habitat for Humanity "Raise the Roof" event; the Arcadia Woman's Club Meeting; and she spoke about the positive attributes and amenities that Arcadia offers its residents.

Mayor Verlato announced that she attended the Asian Hall of Fame Induction Ceremony; the Downtown Arcadia Improvement Association's Halloween Haunting event; the Habitat for Humanity "Raise the Roof" event; Arroyo Fest 2023; the Chabad of the San Gabriel Valley tribute event for Holocaust Survivor Joe Alexander; the Arcadia Chinese Association's Spooktacular Halloween; the Breeders' Cup; City of Duarte's Park Renaming and Dedication Ceremony in memory of Tzeitel Paras-Caracci; the City's 2023 Community Cleanup Day; the 100<sup>th</sup> Birthday Celebration for Art Del Rey; the Community Coordinating Council Meeting; and the Arcadia Woman's Club Meeting. She also announced that Naomi Stillitano, an Arcadia resident, was crowned the 2024 Rose Queen; that she attended the San Gabriel Valley Council of Governments Homelessness Committee Meeting; that November 9 is the Senior Veterans Day Lunch; and that November 11 is the Allied Veterans – Veterans Day event, the Annunciation Church Arcadia Family Fun Fest, and that the American Legion Chinatown Post 628 will be celebrating in Arcadia, and she thanked Mayor Pro Tem Cao for his service. She further announced that November 11 is the Arcadia Woman's Club "Saluting our Freedoms" Fashion Show Fundraiser, and the Hope House "A Night of Hope" Fundraiser; and that November 18 is the 70<sup>th</sup> Annual Arcadia Festival of Bands, and the Arcadia Police Foundation's Annual Fall Fundraiser.

## **9. CONSENT CALENDAR**

- a. Regular Meeting Minutes of October 17, 2023.  
CEQA: Not a Project  
Recommended Action: Approve
  
- b. Ordinance No. 2397 related to Text Amendment No. 23-01 amending Division 2 of Article IX, Chapter 1 (Development Code) of the Arcadia Municipal Code to allow Tutoring and Educational Centers in places of religious assembly through a Conditional Use Permit.  
CEQA: Exempt  
Recommended Action: Adopt

- c. Professional Services Agreement with Public Sector Personnel Consultants for a Total Compensation Study in the amount of \$63,000, and authorize an additional \$13,000 for contingency work arising out of the survey process.  
CEQA: Not a Project  
Recommended Action: Approve
- d. Contract with Carrier Corporation for the Installation of HVAC Split Systems at the Police Department in the amount of \$117,119.  
CEQA: Not a Project  
Recommended Action: Approve
- e. 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 \$60,000.  
CEQA: Not a Project  
Recommended Action: Accept
- f. Purchase Order with Sierra Chevrolet of Monrovia for the purchase of one 2024 Chevrolet Silverado 2500 Regular Cab Long Bed Pickup Truck in the amount of \$54,916.13.  
CEQA: Not a Project  
Recommended Action: Approve
- g. Purchase Order with Haaker Equipment Company for the purchase of one 2025 Elgin CNG Crosswind Street Sweeper in the amount of \$505,864.48.  
CEQA: Not a Project  
Recommended Action: Approve
- h. Purchase Order with BradyIFS for the purchase of janitorial supplies and related products for various City facilities in an amount not to exceed \$75,000.  
CEQA: Not a Project  
Recommended Action: Approve
- i. Purchase Order with The Garland Company, Inc. for the purchase of roofing materials for the Reroof of Various City Facilities Project in the amount of \$142,709.94.  
CEQA: Not a Project  
Recommended Action: Approve
- j. Purchase of Automated License Plate Reader (“ALPR”) camera subscription from Flock Safety for the addition of 23 ALPR cameras in an amount not to exceed \$75,450 for Fiscal Year 2023-24.  
CEQA: Not a Project  
Recommended Action: Approve
- k. Accept all work performed by 316 Engineering & Construction, Inc. for the Water Main Replacement Project as complete.  
CEQA: Exempt  
Recommended Action: Approve

It was moved by Mayor Pro Tem Cao, seconded by Council Member Kwan, and carried on a roll call vote to approve Consent Calendar Items 9.a. through 9.k.

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

Prior to the vote, City Attorney Maurer noted for the record that Council Member Wang had a potential conflict with Consent Calendar Item 9.b. and that she abstained from voting on that item previously and indicated she would be doing so again.

**10. CITY MANAGER**

- a. Downtown Arcadia Broadband Strategic Plan.  
CEQA: Not a Project  
Recommended Action: Receive and File

Assistant City Manager/Development Services Director Kruckeberg presented the staff report.

It was the consensus of the City Council to receive and file this report.

- b. Los Angeles Found Project Lifesaver Program for individuals with cognitive disorders.  
CEQA: Not a Project  
Recommended Action: Receive and File

Recreation and Community Services Deputy Director Cheung presented the staff report and Christina Michii-Raggio, Community Services Analyst II, of the Los Angeles County Aging and Disabilities Department - L.A. Found Unit, provided a PowerPoint Presentation. After discussion, it was the consensus of the City Council to receive and file this report.

**11. ADJOURNMENT**

The City Council adjourned at 8:56 p.m. in memory of former California State Senator and former Arcadia Mayor Bob Margett to Tuesday, November 21, 2023, 6:00 p.m. in the City Council Conference Room.



\_\_\_\_\_  
Linda Rodriguez  
Assistant City Clerk



# STAFF REPORT

Office of the City Attorney

**DATE:** November 21, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Michael J. Maurer, City Attorney

**SUBJECT:** RESOLUTION NO. 7536 APPROVING A NINTH AMENDMENT TO THE AGREEMENT AND LEASE BY AND BETWEEN THE CITY OF ARCADIA AND METHODIST HOSPITAL OF SOUTHERN CALIFORNIA  
**CEQA: Not a Project**  
**Recommendation: Adopt and Approve**

## SUMMARY

The City of Arcadia owns and leases the land on which USC Arcadia Hospital is located. Over the years, the Agreement and Lease for use of that property has been amended numerous times, capturing changes in conditions and ownership. The ninth amendment proposed to the Agreement and Lease will authorize a transfer of the lease to reflect a change in corporate entity, effective July 1, 2023. All other terms of the Agreement and Lease will remain in effect. It is recommended that the City Council adopt Resolution No. 7536 and approve the assignment of the lease from USC Health System to USC Arcadia Hospital.

## DISCUSSION

The City currently leases to USC Health System the property where the USC Arcadia Hospital is located. The lease was originally entered in 1953 with the Hospital Foundation of the Methodist Church. It has been amended throughout the years as needed to reflect changes in conditions and was eventually assigned to Methodist Hospital of Southern California. In 2022, the City Council approved an eighth amendment to the lease, consenting to an assignment from Methodist to USC Health System, and the name of the hospital was changed to USC Arcadia Hospital.

USC Health System has now requested that the corporate entity on the lease be changed to USC Arcadia Hospital. Both entities are California nonprofit public benefit corporations. USC Health System is the sole corporate member of the hospital, and USC Arcadia Hospital is the operator of the hospital and is governed by a local Board of Directors. The proposed Ninth Amendment to the Agreement and Lease will assign, with the City's consent, all rights and obligations of USC Health System to USC Arcadia Hospital, and the assignment will be backdated to be effective July 1, 2023. From the

City's perspective, this is a technical change only; the Lease will not otherwise be modified by this action and will remain in full force and effect.

### **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**

There is no fiscal impact resulting from the City Council assigning the lease to USC Arcadia Hospital.

### **RECOMMENDATION**

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7536 and approve the assignment of the lease from USC Health System to USC Arcadia Hospital.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Resolution No. 7536 (Proposed Ninth Amendment and Memorandum of Lease Amendment)

RESOLUTION NO. 7536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING AN NINTH AMENDMENT TO THE AGREEMENT AND LEASE BY AND BETWEEN THE CITY OF ARCADIA AND METHODIST HOSPITAL OF SOUTHERN CALIFORNIA

WHEREAS, on May 28, 1953, the City of Arcadia, a municipal corporation, as lessor, and Hospital Foundation of the Methodist Church, Southern California-Arizona Conference, a nonprofit California corporation, executed an Agreement and Lease covering the real property described therein, which Agreement and Lease was recorded January 11, 1955, in Book 46609, Page 39 of the Official Records of Los Angeles County, California; and

WHEREAS, on August 9, 1955, the parties to said Agreement and Lease executed an amendment thereto, which amendment was recorded August 25, 1955, in Book 48769, Page 295, Official Records of Los Angeles County, California; and

WHEREAS, also on August 9, 1955, Hospital Foundation of the Methodist Church, Southern California-Arizona Conference with the written consent of the City assigned its interest in said Agreement and Lease to Methodist Hospital of Southern California, a nonprofit California corporation, which corporation assumed all of the obligations of the Hospital Foundation of the Methodist Church, Southern California-Arizona Conference under said Agreement and Lease; and

WHEREAS, said Agreement and Lease was further amended by a Second Amendment to Lease dated July 5, 1956, and recorded on August 22, 1956, in Book 52099, Page 103, Official Records of Los Angeles County, California; and

WHEREAS, said Agreement and Lease was further amended by a Third Amendment to Lease dated September 18, 1961, and recorded on January 27, 1966, in Book M2109, Page 272, Official Records of Los Angeles County, California; and

WHEREAS, said Agreement and Lease was further amended by a Fourth Amendment to Lease dated December 23, 1963, and recorded May 11, 1964, in Book M1518, Page 761, Official Records of Los Angeles County, California; and

WHEREAS, said Agreement and Lease was further amended by a Fifth Amendment to Agreement and Lease dated August 5, 1980, and recorded on June 10, 1981, as Document Number 81-578698, in the Official Records of Los Angeles County, California; and

WHEREAS, said Agreement and Lease was further amended by a Sixth Amendment to Lease dated February 1, 2009, and recorded February 2, 2009, as Document No. 09-132665 in the Official Records of Los Angeles County; and

WHEREAS, said Agreement and Lease was further amended by a Seventh Amendment to Lease dated November 18, 2015, and recorded December 2, 2015, as Document No. 15-1502840 in the Official Records of Los Angeles County; and

WHEREAS, said Agreement and Lease was further amended by a Eighth Amendment to Lease dated June 7, 2022, to assign the Lease to USC Health Systems; and

WHEREAS, in support of USC Health Systems, request to transfer the Lease to USC Arcadia Hospital Systems, the City is consenting to the transfer of the Lease herein as the Ninth Amendment to the Agreement and Lease with Methodist Hospital of Southern California.

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

SECTION 1. The City Council hereby approves the Ninth Amendment to Agreement and Lease by and between the City of Arcadia and Methodist Hospital of Southern California (“Ninth Amendment”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, as well the Memorandum of Lease Amendment (“Memorandum”), a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference.

SECTION 2. The City Manager is authorized and directed to execute the Ninth Amendment and the Memorandum on behalf of the City in a form approved by the City Attorney, together with such other documents consistent therewith which are determined by the City Manager and City Attorney to be reasonable and necessary to effectuate the Ninth Amendment.

SECTION 3. This Resolution shall take effect upon its adoption.

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

[SIGNATURES ON NEXT PAGE]

Passed, approved and adopted this 21st day of November, 2023.

\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Michael J. Maurer  
City Attorney

## Exhibit "A"

### NINTH AMENDMENT TO AGREEMENT AND LEASE

This Ninth Amendment to Agreement and Lease ("Ninth Amendment") is effective as of November \_\_\_\_, 2023, by and between the CITY OF ARCADIA, a municipal corporation ("City") and USC HEALTH SYSTEM, a California nonprofit public benefit corporation ("USCHS"), to transfer the Lease to USC ARCADIA HOSPITAL, a California nonprofit public benefit corporation.

#### RECITALS

WHEREAS, on May 28, 1953, the City of Arcadia, a municipal corporation, as lessor, and Hospital Foundation of the Methodist Church, Southern California-Arizona Conference, a nonprofit California corporation, executed an Agreement and Lease covering the real property described therein, which Agreement and Lease was recorded January 11, 1955, in Book 46609, Page 39 of the Official Records of Los Angeles County, California; and

WHEREAS, on August 9, 1955, the parties to said Agreement and Lease executed an amendment thereto, which amendment was recorded August 25, 1955, in Book 48769, Page 295, Official Records of Los Angeles County, California; and

WHEREAS, also on August 9, 1955, Hospital Foundation of the Methodist Church, Southern California-Arizona Conference with the written consent of the City assigned its interest in said Agreement and Lease to Methodist Hospital of Southern California, a nonprofit California corporation, which corporation assumed all of the obligations of the Hospital Foundation of the Methodist Church, Southern California-Arizona Conference under said Agreement and Lease; and

WHEREAS, said Agreement and Lease was further amended by: a Second Amendment to Lease dated July 5, 1956, and recorded on August 22, 1956, in Book 52099, Page 103, Official Records of Los Angeles County, California; a Third Amendment to Lease dated September 18, 1961, and recorded on January 27, 1966, in Book M2109, Page 272, Official Records of Los Angeles County, California; a Fourth Amendment to Lease dated December 23, 1963, and recorded May 11, 1964, in Book M1518, Page 761, Official Records of Los Angeles County, California; a Fifth Amendment to Agreement and Lease dated August 5, 1980, and recorded on June 10, 1981, as Document Number 81-578698, in the Official Records of Los Angeles County, California; a Sixth Amendment to Lease dated February 1, 2009, and recorded February 2, 2009, as Document No. 09-132665 in the Official Records of Los Angeles County; and a Seventh Amendment to Lease dated November 18, 2015, (as amended, the "Lease"); and

WHEREAS, on April 5, 2022, through an Eight Amendment to Lease, Methodist Hospital of Southern California assigned all of its right, title, and interest in and to the Lease to USCHS, and USCHS assumed all of Methodist Hospital of Southern California's obligations, duties, responsibilities, and liabilities under the Lease and agreed to be bound by all of the terms, covenants, conditions, and provisions of the Lease; and

WHEREAS, USCHS has requested, and City consents, to transfer the Lease to USC Arcadia Hospital, a California nonprofit public benefit corporation.

NOW, THEREFORE, the parties hereto agree that said Lease is hereby amended as follows:

#### AGREEMENT

1. Assignment of Lease to USC Arcadia Hospital. USCHS hereby assigns all of its right, title, and interest in and to the Lease to USC Arcadia Hospital.
2. Assumption of Lease by USC Arcadia Hospital. USC Arcadia Hospital hereby assumes all of USCHS's obligations duties, responsibilities, and liabilities under the Lease and agrees to be bound by all of the terms, covenants, conditions, and provisions of the Lease from and after the Assignment Date for the remainder of the term of the Lease. USC Arcadia Hospital acknowledges that it has received a copy of the Lease from USCHS and has read and understands the Lease in its entirety.
3. City's Consent to Assignment. City here by consents to the assignment by USCHS pursuant to the terms hereof and acknowledges that from and after the effective date of this Ninth Amendment as first written above, USC Arcadia Hospital has assumed all of USCHS's obligations with regard to the Lease.
4. Assignment Date. The assignment shall be effective as of July 1, 2023 ("Assignment Date").
5. Miscellaneous. Except as expressly amended by this Ninth Amendment, the Lease shall remain unmodified and in full force and effect. This Ninth Amendment shall represent the final and entire agreement of the parties regarding the subject hereof and may not be contradicted by evidence of prior, subsequent, or contemporaneous communications or agreements of the parties. USCHS and USC Arcadia Hospital represent and warrant that each has full legal right, power and authority to enter into and deliver this Ninth Amendment, to consummate the transaction, and to perform all terms and conditions to be performed by each of them respectively. The execution and delivery of this Ninth Amendment has been duly and validly authorized by all requisite corporate action of USCHS and USC Arcadia Hospital. This Ninth Amendment may be executed in two or more counterparts. Any party to this Ninth Amendment or the Lease may record a memorandum of this Ninth Amendment with the County Recorder of Los Angeles County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties have executed this Ninth Amendment effective as of the effective date.

**CITY OF ARCADIA**, a municipal corporation

**USC HEALTH SYSTEM**, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Best Best & Krieger, LLP

**USC ARCADIA HOSPITAL**, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Michael J. Maurer  
City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit "B"**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MEMORANDUM OF LEASE AMENDMENT**

THIS MEMORANDUM OF LEASE AMENDMENT ("Memorandum") is effective as of \_\_\_\_\_ by and between CITY OF ARCADIA, a municipal corporation ("Lessor") and USC Health Systems, a California nonprofit public benefit corporation ("Lessee").

1. Amendment of Lease. Lessor and Lessee have entered into that certain Ninth Amendment to Agreement and Lease made and executed and effective as of \_\_\_\_\_, in the form attached at Exhibit "A" to this Memorandum and incorporated herein by this reference (the "Eighth Amendment"), pursuant to which Lessor and Lessee have agreed to certain amendments to that certain Agreement of Lease, to which they are currently parties, and which was originally made on May 28, 1953 and recorded January 11, 1955 in Book 46609, Page 39 of the Official Records of Los Angeles County, California (which Agreement of Lease, as previously amended is referred to herein as the "Lease"). The Lease covers that certain real property located in the City of Arcadia, County of Los Angeles, State of California, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference.
2. Miscellaneous. The purpose of this Memorandum is to give notice of the existence of the Ninth Amendment, all the terms of which are incorporated herein by this reference. This Memorandum may be executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date and year first above written.

**LESSOR:**

**CITY OF ARCADIA**  
a municipal corporation

By:

\_\_\_\_\_  
April Verlato  
Mayor

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 Los Angeles

On \_\_\_\_\_ before me, \_\_\_\_\_ a 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: \_\_\_\_\_

**LESSEE:**

**USC HEALTH SYSTEMS**

a California nonprofit public benefit corporation

By:

\_\_\_\_\_  
Dan F. Ausman  
President and Chief Executive Officer

By:

\_\_\_\_\_  
DeWayne McMullin  
Secretary

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 Los Angeles

On \_\_\_\_\_ before me, \_\_\_\_\_ a 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.

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WITNESS my hand and official seal.

Signature: \_\_\_\_\_

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 Los Angeles

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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: \_\_\_\_\_

EXHIBIT "A"  
LAND DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

THAT PORTION OF LOT 5, OF TRACT NO. 949, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO THE LOS ANGELES TURF CLUB, INC., AND DESCRIBED AS PARCEL 2 IN DEED RECORDED IN BOOK 12619, PAGE 275, OF OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG THE BOUNDARY OF THE LAND DESCRIBED IN SAID PARCEL 2 AS FOLLOWS:

SOUTH  $51^{\circ}27'00''$  EAST 481.12 FEET; SOUTH  $38^{\circ}33'00''$  WEST 150.00 FEET; AND SOUTH  $51^{\circ}27'00''$  EAST 30.00 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID LOT 5; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE SOUTHEASTERLY AND SOUTHERLY LINE OF SAID LOT 5 TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF HUNTINGTON DRIVE, 80.00 FEET IN WIDTH, AS THE SAME IS DESCRIBED IN THE DEED TO THE CITY OF ARCADIA, RECORDED IN BOOK 9396, PAGE 145, OF OFFICIAL RECORDS, OF SAID COUNTY; THENCE EASTERLY AND NORTHEASTERLY ALONG THE SOUTHERLY AND SOUTHEASTERLY LINE OF SAID HUNTINGTON DRIVE, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHEASTERLY 260 FEET, MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF, AND ALSO EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF HUNTINGTON DRIVE 80 FEET WIDE, AS DESCRIBED IN DEED TO CITY OF ARCADIA, RECORDED IN BOOK 9396, PAGE 145, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING SOUTHWESTERLY 1859.0 FEET FROM THE MOST WESTERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO THE LOS ANGELES TURF CLUB, INC., AND DESCRIBED AS PARCEL 2 IN DEED RECORDED IN BOOK 12619, PAGE 275, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHEASTERLY IN A DIRECT LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF LOT 5 OF

TRACT 949; SAID POINT OF INTERSECTION BEING 4043.0 FEET SOUTHWESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 5, MEASURED ALONG THE SOUTHEASTERLY LINES OF SAID LOT 5.

**PARCEL 2:**

THE NORTHEASTERLY 260 FEET, MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF, OF THAT PORTION OF LOT 5, TRACT NO. 949, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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APN: 8940-013-005

EXHIBIT "B"

LAND DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

THAT PORTION OF LOT 5, OF TRACT NO. 949, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO THE LOS ANGELES TURF CLUB, INC., AND DESCRIBED AS PARCEL 2 IN DEED RECORDED IN BOOK 12619, PAGE 275, OF OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG THE BOUNDARY OF THE LAND DESCRIBED IN SAID PARCEL 2 AS FOLLOWS:

SOUTH  $51^{\circ}27'00''$  EAST 481.12 FEET; SOUTH  $38^{\circ}33'00''$  WEST 150.00 FEET; AND SOUTH  $51^{\circ}27'00''$  EAST 30.00 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID LOT 5; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE SOUTHEASTERLY AND SOUTHERLY LINE OF SAID LOT 5 TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF HUNTINGTON DRIVE, 80.00 FEET IN WIDTH, AS THE SAME IS DESCRIBED IN THE DEED TO THE CITY OF ARCADIA, RECORDED IN BOOK 9396, PAGE 145, OF OFFICIAL RECORDS, OF SAID COUNTY; THENCE EASTERLY AND NORTHEASTERLY ALONG THE SOUTHERLY AND SOUTHEASTERLY LINE OF SAID HUNTINGTON DRIVE, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHEASTERLY 260 FEET, MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF, AND ALSO EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF HUNTINGTON DRIVE 80 FEET WIDE, AS DESCRIBED IN DEED TO CITY OF ARCADIA, RECORDED IN BOOK 9396, PAGE 145, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING SOUTHWESTERLY 1859.0 FEET FROM THE MOST WESTERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO THE LOS ANGELES TURF CLUB, INC., AND DESCRIBED AS PARCEL 2 IN DEED RECORDED IN BOOK 12619, PAGE 275, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHEASTERLY IN A DIRECT LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF LOT 5 OF TRACT 949; SAID POINT OF INTERSECTION BEING 4043.0 FEET SOUTHWESTERLY

FROM THE NORTHEAST CORNER OF SAID LOT 5, MEASURED ALONG THE SOUTHEASTERLY LINES OF SAID LOT 5.

**PARCEL 2:**

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BEGINNING AT THE MOST WESTERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO THE LOS ANGELES TURF CLUB, INC., AND DESCRIBED AS PARCEL 2 IN DEED RECORDED IN BOOK 12619, PAGE 275, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF THE LAND DESCRIBED IN SAID PARCEL 2 AS FOLLOWS:

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APN: 8940-013-005



# STAFF REPORT

Public Works Services Department

**DATE:** November 21, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Tiffany, P.E., Senior Civil Engineer

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH STETSON ENGINEERS, INC. FOR THE CHAPMAN WATER FACILITY FEASIBILITY STUDY IN THE AMOUNT OF \$71,900  
**CEQA: Not a Project**  
**Recommendation: Approve**

## SUMMARY

The Fiscal Year 2022-23 Capital Improvement Plan budget provides for the Chapman Water Facility Improvement Project. To ensure the City is receiving the highest quality of service and most competitive pricing for the feasibility study of the Chapman Water Facility, the Public Works Services Department (“PWSD”) solicited a formal Request for Proposals (“RFP”). Based on the evaluated proposals, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Stetson Engineers, Inc. (“Stetson”) for the Chapman Water Facility Feasibility Study in the amount of \$71,900.

## BACKGROUND

The City of Arcadia’s water system provides water to approximately 14,000 water service connections by pumping groundwater from the Main San Gabriel Basin, West Raymond Basin (Pasadena Subarea), and the East Raymond Basin (Santa Anita Subarea). The City also has a connection to the Metropolitan Water District (the “MWD”), which is used as a standby water supply source. The water system is divided into seven pressure zones that consist of 11 active groundwater wells, nine booster pump stations, 15 reservoirs, and over 168 miles of distribution pipeline. The wells have a combined capacity of over 18,000 gallons per minute, and the reservoirs hold about 45 million gallons of water.

The Chapman Water Facility consists of one reservoir, one groundwater well (Chapman Well 7), and one booster station. The Chapman Reservoir was built in 1900 and was renovated in 1968 to add an additional 4-inch concrete layer to the existing concrete slab. When Chapman Well 7 was drilled in 2002, it was discovered that the reservoir was in poor condition as it contained numerous cracks within the slabs and separation between

the upper and lower slabs. Further assessment of the structural condition of the reservoir revealed that all the steel columns and base plates need to be replaced. The reservoir has not been used since and is not currently in operable condition.

Chapman Well 7 has also been out of service since 2015 due to elevated levels of Chromium 6 (“Chrome 6”), 1, 2, 3-Trichloropropane (“1,2,3-TCP”), and Nitrate. When the well was in use, water was pumped into the system without the need of a booster station; therefore, the booster station has been out of service since Chapman Well 7 was constructed.

The Chapman Water Facility is in the City’s Zone 2 pressure zone. With the Chapman Water Facility out of service, Zone 2 currently only supplies about 35% of the groundwater that Zone 2 demands. The remaining 65% of the groundwater needed for Zone 2 is supplied by Zones 3 and 4. To continue to meet current and future water system demands, it is necessary to re-utilize the Chapman Water Facility and put Chapman Well 7 back into active service. This would reduce the dependency on Zone 3 and Zone 4 and allow the City to pump more water from the West Raymond Basin, which is currently under pumped, and decrease some of the annual water purchased from the Main Basin.

To get Chapman Well 7 operational, it is necessary to treat the water extracted from the well for Chrome 6, Nitrate, and 1, 2, 3-TCP. The Chapman Water Facility Feasibility Study will evaluate options for redevelopment of the existing reservoir and booster pump station for treatment at Chapman Well 7. It will also determine the most efficient and cost-effective ways to bring the Chapman Water Facility back to active service.

## **DISCUSSION**

A Notice Inviting Proposals was published in accordance with City Council Resolution No. 7483, and proposal packages were provided to several firms that provide professional engineering services. The City Clerk received one sealed bid on September 19, 2023, with the following result:

<b>Rank</b>	<b>Company Name</b>	<b>Score</b>	<b>Cost</b>
1	Stetson Engineers, Inc.	94.3%	\$71,900

Staff contacted several firms that received the proposal invitation as well as those that attended the pre-proposal meeting, to find out why they did not submit a proposal. The responses indicated that firms either did not have the ability to take on the project at this time or did not possess the expertise necessary for the entire scope of the project. The project requires several disciplines such as water quality, hydrogeology, water infrastructure, treatment design, and structural analysis. Many firms do not possess all this expertise in-house.

After careful review and consideration of Stetson's experience, qualifications, understanding of City needs, quality of service approach, implementation timeline, and cost, it was determined that Stetson is a qualified consultant to prepare the Chapman Water Facility Feasibility Study. Stetson is a well-established local firm that has the most extensive experience in the Main San Gabriel Basin. In addition to serving as the consulting engineer for the Main San Gabriel Basin Watermaster and Raymond Basin Management Board, Stetson has unique knowledge of the City's source of water supply, water rights, water production, water quality, and distribution infrastructure. Currently, Stetson is assisting the City with the design of the new Goldring municipal water supply well and treatment system to remove per-and polyfluoroalkyl substances ("PFAS"). Stetson has also assisted the City with past projects including siting the Camino Real 3 and Longley Wells, and preparing the 2010 and 2015 Urban Water Management Plan Updates, Water Supply Assessments, and Blend Plans for several water supply sources.

Through the Chapman Water Facility Improvement Project Feasibility Study, Stetson will determine the relative costs to treat water contaminants, redevelop the reservoir and booster station, perform logistics and engineering feasibility, assess potential environmental impacts, and prepare a report that summarizes its analysis to provide a recommendation for the treatment plan and development of the facility.

### **ENVIRONMENTAL IMPACT**

The proposed action of a feasibility study 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. Should the City consider proceeding with a rehabilitation effort at the Chapman facility, any proposed project would be reviewed for CEQA impacts and determinations would be made at that time.

### **FISCAL IMPACT**

Funds in the amount of \$150,000 have been budgeted in the Fiscal Year 2022-23 Capital Improvement Program for the Chapman Water Facility Improvement Project Feasibility Study. The total cost of the Feasibility Study is \$71,900. The remaining funds will be used for future projects related to the Chapman Water Facility Improvement Project, such as design services resulting from the feasibility study findings.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and, therefore, is exempt under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Professional

Professional Services Agreement for  
Chapman Water Facility Feasibility Study  
November 21, 2023  
Page 4 of 4

Services Agreement with Stetson Engineers, Inc. for the Chapman Water Facility  
Feasibility Study in the amount of \$71,900.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA  
PROFESSIONAL SERVICES AGREEMENT  
FOR CHAPMAN WATER FACILITY FEASIBILITY STUDY**

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and **Stetson Engineers, Inc.**, a California Corporation, with its principal place of business at 861 Village Oaks Drive, Suite 100, Covina, CA 91724 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project: **Chapman Water Facility Feasibility Study** (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **SEVENTY-ONE THOUSAND, NINE HUNDRED DOLLARS AND NO CENTS (\$71,900.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **for one (1) year from the date of execution**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without

legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the

policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section.

Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If 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 \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such

services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant 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 subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in **Request for Proposals**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

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.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial

failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Jeff Helsley, P.E., Civil Engineer**, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:  
City of Arcadia  
240 W. Huntington Drive  
Arcadia, CA 91007  
Attn: Tiffany Lee  
Senior Civil Engineer

CONSULTANT:  
Stetson Engineers, Inc.  
861 Village Oaks Drive, Suite 100  
Covina, CA 91724  
Attn: Jeff Helsley, P.E. Civil Engineer

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant 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.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations,

inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

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

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARCADIA AND STETSON ENGINEERS, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF ARCADIA**

**STETSON ENGINEERS, INC.**

By \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Signature

APPROVED AS TO FORM:

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Michael J. Maurer  
City Attorney

Date: \_\_\_\_\_

CONCUR:

\_\_\_\_\_  
Paul Cranmer  
Public Works Services Department

## **EXHIBIT “A”**

### Scope of Services

Scope of Services for the Preparation of the **Chapman Water Facility Feasibility Study** shall include, but not limited, to the following “Scope of Work” to conduct on-site infrastructure assessment, analyze the geology and hydrogeology of the aquifer, and the water quality characteristics in order to determine the best cost-effective treatment plan and redevelopment of the facility:

#### **TASK I – PRELIMINARY INVESTIGATION AND RECORD RESEARCH**

1. Collect and review available background information regarding existing on-site infrastructure/system and information from public agencies associated with the geology; hydrogeology; history; and the performance and production of the well.
2. Perform field visits of existing facility.

#### **TASK II – ANALYSIS, ASSESSEMENT, AND FEASIBILITY**

1. Perform assessment of potential environmental impacts for the facility.
2. Perform assessment of the reservoir.
3. Perform assessment of the booster station.
4. Perform logistics and engineering feasibility. The main limitation of the facility is the steeply sloping terrains and small lot size. Consider the available space for treatment plan, and issues with the existing reservoir.
5. Determine the costs to construct a treatment plan, redevelop the reservoir either by rehabilitating the reservoir or replacing the existing reservoir with a new one, and rehabilitate the booster station.

#### **TASK III – FEASIBILITY STUDY REPORT**

1. Prepare the feasibility study Report. This report shall summarize the result of Tasks I and II as specified in this RFP and provide recommendation for the treatment plan and redevelopment of the facility.

**EXHIBIT “B”**

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Compensation shall be based on time and materials spent in accordance with the following tasks, not to exceed the total compensation listed below.

The schedule of prices is attached as attachment “A” to this Exhibit “B”.

Chapman Water Facility Feasibility Study	-	\$71,900.00
Total Compensation:	-	\$71,900.00

The total Compensation shall not exceed the total listed without written authorization in accordance with Section 2(b) of this Agreement. (See Attached fee breakdown).

**Attachment "A"**

**City of Arcadia - Feasibility Study of the Chapman Plant  
Stetson Engineers Inc.  
Not-To-Exceed Engineering Fees - Submitted September 19, 2023**

Task	Description	Proj. Manager \$216	Proj. Engineer \$216	Sup. Engineer \$201	Assoc. Engr. \$129	Hydrogeologist \$201	Direct Costs	Total Cost	Task Totals Cost
<b>1</b>	<b>Preliminary Investigation and Record Search</b>								<b>\$ 10,900</b>
1.1	Data Gathering and Review		8	12		24	\$ 100	\$ 9,100	
1.2	Field Visit		4			4	\$ 100	\$ 1,800	
<b>2</b>	<b>Analysis, Assessment and Feasibility</b>								<b>\$ 34,900</b>
2.1	Assessment of Potential Environmental Impacts	2	4	24			\$ 100	\$ 6,200	
2.2	Assessment of Reservoir	2	4	12			\$ 100	\$ 3,800	
2.3	Assessment of Booster Station	2	4	24			\$ 100	\$ 6,200	
2.4	Perform Logistics and Engineering Feasibility	4	16	24	16	12	\$ 100	\$ 13,700	
2.5	Cost Estimates	1	4	16	4		\$ 200	\$ 5,000	
<b>3</b>	<b>Feasibility Study Report</b>								<b>\$ 20,300</b>
3.1	Prepare Draft Feasibility Study Report	6	8	36	4	16		\$ 14,000	
3.2	Prepare Final Feasibility Study Report	4	8	12	4	4		\$ 6,300	
<b>4</b>	<b>Project Admin</b>								<b>\$ 5,800</b>
4.1	Kickoff Meeting	4	4				\$ 100	\$ 1,800	
4.2	Project Administration	4	8	7				\$ 4,000	
<b>Total Scope of Work (Tasks 1-4)</b>		<b>21</b>	<b>60</b>	<b>160</b>	<b>28</b>	<b>60</b>	<b>\$ 900</b>	<b>\$ 71,900</b>	<b>\$ 71,900</b>



## Standard Billing Rate Schedule Professional Fees

<b>Principal</b>	<b>\$249.00</b>	<b>Per Hour</b>
<b>Special Project Director</b>	<b>\$249.00</b>	<b>Per Hour</b>
<b>Project Manager, Senior</b>	<b>\$216.00</b>	<b>Per Hour</b>
<b>Supervisor I</b>	<b>\$216.00</b>	<b>Per Hour</b>
<b>Supervising Soil Scientist</b>	<b>\$201.00</b>	<b>Per Hour</b>
<b>Supervisor II</b>	<b>\$201.00</b>	<b>Per Hour</b>
<b>Supervisor III</b>	<b>\$195.00</b>	<b>Per Hour</b>
<b>Senior I</b>	<b>\$173.00</b>	<b>Per Hour</b>
<b>Senior II</b>	<b>\$156.00</b>	<b>Per Hour</b>
<b>Senior III</b>	<b>\$141.00</b>	<b>Per Hour</b>
<b>Construction Manager</b>	<b>\$141.00</b>	<b>Per Hour</b>
<b>Construction Manager / Oversight</b>	<b>\$124.00</b>	<b>Per Hour</b>
<b>Senior Construction Inspector</b>	<b>\$124.00</b>	<b>Per Hour</b>
<b>Senior Field Geologist</b>	<b>\$141.00</b>	<b>Per Hour</b>
<b>Senior Associate</b>	<b>\$135.00</b>	<b>Per Hour</b>
<b>Associate I</b>	<b>\$129.00</b>	<b>Per Hour</b>
<b>Associate II</b>	<b>\$121.00</b>	<b>Per Hour</b>
<b>Associate III</b>	<b>\$116.00</b>	<b>Per Hour</b>
<b>Associate Soil Scientist</b>	<b>\$116.00</b>	<b>Per Hour</b>
<b>Senior Assistant</b>	<b>\$108.00</b>	<b>Per Hour</b>
<b>Assistant I</b>	<b>\$103.00</b>	<b>Per Hour</b>
<b>Assistant II</b>	<b>\$98.00</b>	<b>Per Hour</b>
<b>Assistant Soil Scientist</b>	<b>\$98.00</b>	<b>Per Hour</b>
<b>Assistant III</b>	<b>\$93.00</b>	<b>Per Hour</b>
<b>GIS Manager</b>	<b>\$129.00</b>	<b>Per Hour</b>
<b>GIS Specialist I</b>	<b>\$106.00</b>	<b>Per Hour</b>
<b>GIS Specialist II</b>	<b>\$96.00</b>	<b>Per Hour</b>
<b>Technical Illustrator</b>	<b>\$93.00</b>	<b>Per Hour</b>
<b>AutoCAD Technician</b>	<b>\$93.00</b>	<b>Per Hour</b>
<b>Soil Technician</b>	<b>\$81.00</b>	<b>Per Hour</b>
<b>Aide I</b>	<b>\$75.00</b>	<b>Per Hour</b>
<b>Aide II</b>	<b>\$65.00</b>	<b>Per Hour</b>
<b>Aide III</b>	<b>\$60.00</b>	<b>Per Hour</b>
<b>Project Coordinator I</b>	<b>\$141.00</b>	<b>Per Hour</b>
<b>Project Coordinator II</b>	<b>\$103.00</b>	<b>Per Hour</b>
<b>Project Coordinator III</b>	<b>\$93.00</b>	<b>Per Hour</b>
<b>Contract Management</b>	<b>\$108.00</b>	<b>Per Hour</b>
<b>Administrative I</b>	<b>\$75.00</b>	<b>Per Hour</b>
<b>Administrative II</b>	<b>\$70.00</b>	<b>Per Hour</b>
<b>Administrative III</b>	<b>\$65.00</b>	<b>Per Hour</b>

*Effective January 1, 2023*

## Direct Expense Rates

<b>Expense Description</b>	<b>Billing Rate</b>
Mileage	\$* / Mile
Reproduction: Black & White (In-House)	\$0.15 / Page
Reproduction: Color - 8.5" x 11" (In-House)	\$0.89 / Page
Reproduction: Color - 11" x 17" (In-House)	\$1.89 / Page
Plotter Reproduction (In-House)	\$1.50 / Sq. Ft.
Survey Equipment	\$120.00 / Day

**Notes:**

- 1) \* Mileage is billed at the current IRS approved mileage rate and may be subject to change.
- 2) Subcontractor services will be charged at cost plus 10% administration fee.
- 3) All other project reimbursable expenses (i.e. telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.
- 4) Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

## **EXHIBIT “C”**

### Activity Schedule

All work shall be completed in accordance with the following schedule:

- Work to be done within one (1) year from the date of execution.



# STAFF REPORT

Public Works Services Department

**DATE:** November 21, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cramer, Public Works Services Director  
By: Tiffany Lee, P.E., Senior Civil Engineer

**SUBJECT:** CONTRACT WITH GENERAL PUMP COMPANY, INC. FOR THE INSPECTION AND REHABILITATION OF THE ORANGE GROVE WELL 2A PROJECT IN THE AMOUNT OF \$333,800  
**CEQA: Exempt**  
**Recommendation: Approve**

## **SUMMARY**

Based on the Public Works Services Department's ("PWSD") preventative maintenance water well management schedule, the inspection and rehabilitation of Orange Grove Well 2A is recommended for Fiscal Year 2023-24. To ensure the City is receiving the most competitive prices and quality service for this work, a formal bid was conducted, and General Pump Company, Inc. submitted a responsive bid within the City's budget.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with General Pump Company, Inc. for the inspection and rehabilitation of the Orange Grove Well 2A Project in the amount of \$333,800.

## **BACKGROUND**

The City operates and maintains 11 groundwater wells, which produce an average of 14,000 acre-feet of water each year. Regular inspection and maintenance of the City wells is crucial to ensuring that the wells are operating at maximum production capacity and efficiency.

The American Water Works Association ("AWWA") is a nonprofit organization that develops and publishes standards for the proper treatment, transportation, and storage of drinking water supplies. The AWWA Standards for Water Supply Wells recommend performing preventative maintenance every 7 to 10 years. This includes removing the well pump assembly, video inspecting the pump casing, and performing a comprehensive inspection of the well pump assembly and components. The PWSD has developed a water supply well inspection and rehabilitation program that follows these guidelines. Each year, one to two wells are selected for preventative maintenance based on the date

of last inspection, maintenance records, and the current well efficiency. Preventative maintenance performed on the City’s water supply wells protects against higher emergency repair costs and the possibility of not meeting system demands should a water supply well go out of service for an extended period.

Orange Grove Well 2A is scheduled to be pulled offline, video inspected, and rehabilitated this year (see attached Project Location Map). Orange Grove Well 2A was drilled in 1928 and last received preventative maintenance in 2013. The well is part of a group of four wells that supply water from the Santa Anita Subarea of the Raymond Groundwater Basin. The well has been rehabilitated multiple times during its operational life. The production of Orange Grove Well 2A is significantly below its optimum performance, most likely due to the build-up of mineral deposits on the well casings and wear and tear on the pump components. Therefore, the rehabilitation of Orange Grove Well 2A will greatly improve efficiency and production capacity, further protecting against unplanned outages.

## **DISCUSSION**

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483, and bid packages were distributed to contractors that perform this type of work. The City Clerk received two sealed bids on October 17, 2023, with the following result:

<b>Bidder</b>	<b>Location</b>	<b>Bid Amount</b>
General Pump Company, Inc.	San Dimas, CA	\$ 333,800
Layne Christensen Company	Redlands, CA	\$ 353,640

Although the notice inviting bids was sent to various contractors that provide this type of work and was published on the City’s website, only two bids were received. Staff contacted the contractors that received the notice inviting bids to find out why they did not submit a bid. Contractors responded that they did not have anyone who possessed a Grade 2 Water Treatment Operator’s Certificate that is required to perform chemical treatments. Furthermore, the scope of work of this project is very specialized; as such, there are not many contractors that perform this type of work.

After careful review and consideration, it was determined that General Pump Company, Inc. submitted a responsive bid and is qualified to complete the project as defined in the bid documents. General Pump Company, Inc. has successfully completed preventative maintenance on City of Arcadia wells previously and has completed similar projects for the Cities of Alhambra, Monterey Park, Pasadena, Santa Monica, Glendora, Chino Hills, Anaheim, Fountain Valley, and Santa Ana.

### **ENVIRONMENTAL ANALYSIS**

This well inspection and rehabilitation project is considered a Class 1 exemption as defined in Section 15301(b) of the California Environmental Quality Act, since the project consists of the maintenance of an existing public facility providing public utility service.

### **FISCAL IMPACT**

Funds in the amount of \$350,000 are budgeted in the Fiscal Year 2023-24 Capital Improvement Program for inspection and rehabilitation of Orange Grove Well 2A. The total project cost to inspect and rehabilitate Orange Grove Well 2A is \$333,800. Sufficient funds are available for this project.

### **RECOMMENDATION**

It is recommended that the City Council determine that this project is exempt per Section 15301(b) of the California Environmental Quality Act (“CEQA”); and approve, authorize, and direct the City Manager to execute a contract with General Pump Company, Inc. for the inspection and rehabilitation of the Orange Grove Well 2A Project in the amount of \$333,800.

Approved:

  
Dominic Lazzaretto  
City Manager

Attachments: Exhibit “A” - Project Location Map  
Proposed Contract

# Inspection and Rehabilitation of the Orange Grove Well 2A Project

## Project No.: 72863624



**EXHIBIT "A"**  
**LOCATION MAP**  
NOT TO SCALE

**CITY OF ARCADIA**

**WELL INSPECTION AND REHABILITATION OF  
ORANGE GROVE WELL 2A PROJECT  
PROJECT NO. 72863624**

**CONTRACT**

**BETWEEN  
CITY OF ARCADIA  
AND  
GENERAL PUMP COMPANY, INC.**

**CONTRACT FOR THE  
CITY OF ARCADIA**

This CONTRACT, No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between City of Arcadia, sometimes hereinafter called "City," and **General Pump Company, Inc.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

**A. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**WELL INSPECTION AND REHABILITATION OF ORANGE GROVE WELL 2A PROJECT /  
PROJECT NO. 72863624**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**B. TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **NINETY (90) CALENDAR DAYS** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**C. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **THREE HUNDRED THIRTY-THREE THOUSAND, EIGHT HUNDRED DOLLARS AND NO CENTS (\$333,800.00)**. Payment shall be made as set forth in the General Conditions.

**D. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Special Conditions, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**E. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification

Public Works Contractor Registration Certification  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Special Conditions  
Technical Specifications  
Addenda  
Plans and Drawings  
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except  
Sections 1-9  
Applicable Local Agency Standards and Specifications, as last revised  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**F. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

**G. INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

**H. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at [dir.ca.gov](http://dir.ca.gov) and which must be posted at the job site.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**CITY OF ARCADIA**

**GENERAL PUMP COMPANY, INC.**

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Maurer  
City Attorney



# STAFF REPORT

Public Works Services Department

**DATE:** November 21, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Carlos Aguilar, General Services Superintendent

**SUBJECT:** CONTRACT WITH CALIFORNIA COAST CARPET & FLOORING FOR THE FIRE STATION 105 AND FIRE STATION 106 CARPET REPLACEMENT PROJECT IN THE AMOUNT OF \$95,049.62

**CEQA: Exempt**

**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 of 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. The Public Works Services Department (“PWSD”) decided to combine these two projects into a single effort to reduce overall costs. Utilizing Sourcewell, a national cooperative purchasing program, enables the City to streamline the process of procuring flooring material and installation services, and receive the best price possible.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with California Coast Carpet & Flooring for the Fire Station 105 and Fire Station 106 Carpet Replacement Project in the amount of \$95,049.62.

## **BACKGROUND**

The 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 of Fire Station 105. The first-floor carpet tiles at Fire Station 105 are the original tiles that were installed over 15 years ago during the building’s construction. Due to the station’s high-traffic activity, the carpet tiles are worn and stained beyond repair, and in need of replacement. Like other projects in the Fiscal Year 2019-20 CIP, this project was placed on hold due to the pandemic. 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. 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.

The PWSD decided that combining the projects into a single effort would streamline the installation and reduce overall costs. On October 18, 2022, the City awarded a contract to Mohawk Commercial, Inc. for the Fire Station 105 and Fire Station 106 Carpet Replacement Project. Unfortunately, Mohawk Commercial, Inc. was not able to meet the City's insurance requirements. As such, the City could not fully execute a contract and the project was unable to move forward at that time.

## **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.

The California Government Code authorizes public agencies to participate in cooperative purchasing agreements such as those established by Sourcewell, while remaining within the City's adopted rules and procedures for the procurement of goods and services. By utilizing a cooperative purchasing program, the City can streamline the procurement process for these services at a lower cost than the traditional competitive bidding process. Sourcewell awarded a contract to California Coast Carpet & Flooring for flooring material and installation services. A copy of the agreement between Sourcewell and California Coast Carpet & Flooring is attached. The bidding process and the contract have been reviewed by the PWSD and have been determined to meet the City's procurement requirements. All California Coast Carpet & Flooring carpet tiles carry a limited lifetime warranty, while the vinyl linoleum product offers a 10-year limited warranty.

## **ENVIRONMENTAL ANALYSIS**

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

**FISCAL IMPACT**

The total cost for flooring materials and installation services for both Fire Station 105 and Fire Station 106 is \$95,049.62. Funds in the amount of \$100,000 have been budgeted in the Fiscal Year 2019-20 and 2021-22 Capital Improvement Program for the Fire Station 105 and Fire Station 106 Carpet Replacement Project. Therefore, sufficient funds are available for both projects.

**RECOMMENDATION**

It is recommended that the City Council determine that this project is exempt per Section 15301(a) of the California Environmental Quality Act (“CEQA”); and approve, authorize, and direct the City Manager to execute a contract with California Coast Carpet & Flooring for the Fire Station 105 and Fire Station 106 Carpet Replacement Project in the amount of \$95,049.62.

Approved:



Dominic Lazzaretto  
City Manager

Attachments: Proposed Construction Contract  
Sourcewell California Coast Carpet & Flooring 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 California Coast Carpet and Flooring, a California Corporation, with its principal place of business at 1306 Afloramiento, San Clemente, CA 92673 (“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 **carpet and flooring** 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: **C15**.

2.3 Project. City desires to engage Contractor to render such services for the **Fire Station 105 and 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 **thirty (30) 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 **Four Hundred Seventy-Five Dollars and Twenty-Four cents (\$475.24) 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 **NINETY-FIVE THOUSAND, FORTY-NINE DOLALRS AND SIXTY-TWO CENTS (\$95,049.62)** ("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*: \$1,000,000 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:**

California Coast Carpet & Flooring  
1306 Afloramiento  
San Clemente, CA 92673  
Attn: Brian Biniasz

**CITY:**

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

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

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

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

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

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

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

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

3.17.13 [Reserved]

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

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

3.17.16 Certification of License.

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

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

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

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT  
BETWEEN THE CITY OF ARCADIA  
AND CALIFORNIA COAST CARPET AND FLOORING**

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

CITY OF ARCADIA

CALIFORNIA COAST CARPET & FLOORING

By: \_\_\_\_\_  
Dominic Lazaretto  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael J. Maurer  
City Attorney

**EXHIBIT "A"**

**SERVICES / SCHEDULE**

The project plan and proposal (Work Order Number: 121736.00) are incorporated into this Contract. (see attachment "A")

The project plan and proposal (TLF00074 Rev 3 City of Arcadia Fire Station) are incorporated into this Contract.



Work Order Signature Document

**EZIQC Contract No.: CA-R8-F02-123021-CCF**

**New Work Order**       **Modify an Existing Work Order**

Work Order Number.: 121736.00      Work Order Date: 10/19/2023

Work Order Title: City of Arcadia-Fire Station 105 &106 Flooring Project

Owner Name: City of Arcadia      Contractor Name: California Coast Carpet & Flooring

Contact: Dave McVey      Contact: Brian Biniasz

Phone: (626) 824-6150      Phone: \_\_\_\_\_

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-F02-123021-CCF.

Brief Work Order Description:  
Flooring

**Time of Performance**      Estimated Start Date: \_\_\_\_\_  
Estimated Completion Date: \_\_\_\_\_

**Liquidated Damages**      Will apply:       Will not apply:

**Work Order Firm Fixed Price: \$95,049.62**

Owner Purchase Order Number: \_\_\_\_\_

**Approvals**

\_\_\_\_\_  
City of Arcadia Public Works Service      Date      Contractor      Date

## Detailed Scope of Work

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**To:** Brian Biniasz  
No Data Input  
  
No Data Input  
No Data Input,  
No Data Input

**From:** Dave McVey  
PACIFIC SOUTH - City of Arcadia Public Works  
Services Department  
11800 Goldring Rd.  
Arcadia, CA 91066  
(626) 824-6150

**Date Printed:** October 19, 2023

**Work Order Number:** 121736.00

**Work Order Title:** City of Arcadia-Fire Station 105 &106 Flooring Project

**Brief Scope:** Flooring

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Preliminary

Revised

Final

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

California Coast Carpet & Flooring Inc.

Detailed Scope of Work

City of Arcadia-Fire Station 105 & 106 Flooring Project

Normal working hours prevailing wage

Fire Station 106

- R&R furniture and contents in 13 rooms and gym.
- Demo and dispose of existing commercial glue down carpet in 13 rooms, gym and hallway.
- Prep/skim coat subfloor
- Supply and install new carpet tile (Mohawk Design Melody II Variation) in 13 rooms and 25 feet into hallway.
- Supply and install "Walk off" tiles (Mohawk Walk the Walk Iron Ore) in entrance to hallway, entrance to training room and entrance to training room bathrooms.
- Install customer supplied LVT in Hallway.
- Demo and dispose of existing rubber tiles in gym.
- Supply and install new interlocking rubber tiles in gym. (floating)

Fire station 105

- R&R Furniture in 12 rooms
- And dispose of existing glue down commercial carpet in 12 rooms and hallway
- Prep/skim coat subfloor
- Supply and install new carpet tile (Mohawk Design medley II Variation)
- Supply and install new "walk off" tiles (Mohawk Walk the Walk Iron Ore) in both entrances and hallway.
- Install customer supplied LVT under sink in conference room.

Subject to the terms and conditions of eziQC Contract **CA-R8-F02-123021-CCF**.

**Detailed Scope of Work Continues..**

**Work Order Number:** 121736.00

**Work Order Title:** City of Arcadia-Fire Station 105 &106 Flooring Project

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Contractor

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Date

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PACIFIC SOUTH - City of Arcadia Public Works Servic

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Date

## Contractor's Price Proposal - Summary

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**Date:** October 19, 2023

**Re:** IQC Master Contract #: CA-R8-F02-123021-CCF  
Work Order #: 121736.00  
Owner PO #:  
Title: City of Arcadia-Fire Station 105 & 106 Flooring Project  
Contractor: California Coast Carpet & Flooring  
Proposal Value: \$95,049.62

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<b>Fire station 105</b>	<b>\$51,961.69</b>
<b>fire station 106</b>	<b>\$43,087.93</b>
<b>Proposal Total</b>	<b>\$95,049.62</b>

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

**The Percentage of NPP on this Proposal:** %

# Contractor's Price Proposal - Detail

Date: October 19, 2023

Re: IQC Master Contract #: CA-R8-F02-123021-CCF  
 Work Order #: 121736.00  
 Owner PO #:  
 Title: City of Arcadia-Fire Station 105 &106 Flooring Project  
 Contractor: California Coast Carpet & Flooring  
 Proposal Value: \$95,049.62

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Fire station 105</b>					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$837.10
				Installation	
				Quantity	Unit Price
				761.00 x	1.00 x
					Factor =
					Total
					837.10
				Bond fee = \$38,054.37*2%	
2	01 66 19 00 0075		SF	Removal, Transportation, Return And Reinstallation Of Office Furniture And Furnishings Includes desks, tables, file cabinets, chairs, storage boxes, bookshelves, office equipment, computers, and other furniture and furnishings. Quantity equals total floor space.	\$3,274.00
				Installation	
				Quantity	Unit Price
				2,637.00 x	1.03 x
					Factor =
					Total
					3,274.00
3	09 65 13 33 0005		SF	Removal Of Glue From Concrete Floor For removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.	\$3,627.77
				Installation	
				Quantity	Unit Price
				3,168.00 x	0.95 x
					Factor =
					Total
					3,627.77
4	09 65 23 00 0003		SF	0.135" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)	\$8.46
				Installation	
				Quantity	Unit Price
				6.00 x	1.17 x
					Factor =
					Total
					8.46
				Install customer supplied vinyl plank min conference room under sink 2'X3'	
5	09 68 13 00 0203		SY	DEPTH ECOWORX® 26 Ounce, Patterned, Nylon Carpet Tile	\$22,198.77
				Installation	
				Quantity	Unit Price
				391.00 x	47.10 x
					Factor =
					Total
					22,198.77
				Supply and install Mohawk Design Medley II Variation. Bat. Chief: 28 Sq. Yds., Truck Cap.: 22 Sq. Yds., Eng Cap.: 22 Sq. Yds., Paramedic: 25 Sq. Yds., Fire Prev: 38 Sq. Yds., Marshall: 30 Sq. Yds., Senior Mgnt.: 18 Sq. Yds., Deputy: 24 Sq. Yds., Chief: 34 Sq. Yds., Pole Room: 7 Sq. Yds., Rm. 1: 19 Sq. Yds., Hallway: 59 Sq. Yds.	
6	09 68 13 00 0303		SY	LAN 4.0, Static Control, Nylon Carpet Carpet Tile	\$1,704.72
				Installation	
				Quantity	Unit Price
				22.00 x	61.78 x
					Factor =
					Total
					1,638.33
				Demolition	
				Quantity	Unit Price
				12.00 x	4.59 x
					Factor =
					Total
					66.39
				Supply and install Mohawk Walk the Walk Iron Ore "Walk off Tiles" at entry to main hallway, entry to training and entrance to bathrooms in training. (22 Square yards)	
7	09 68 13 00 0303		SY	LAN 4.0, Static Control, Nylon Carpet Carpet Tile	\$960.03
				Installation	
				Quantity	Unit Price
				12.00 x	61.78 x
					Factor =
					Total
					893.64
				Demolition	
				Quantity	Unit Price
				12.00 x	4.59 x
					Factor =
					Total
					66.39
				Supply and install Mohawk Walk the Walk Iron Ore "Walk off Tiles" at both ends of hallway.	

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 121736.00  
**Work Order Title:** City of Arcadia-Fire Station 105 &106 Flooring Project

<b>Fire station 105</b>						
8	09 68 16 00 0192	SY	HARBOR CLASSICBAC® 24 Ounce, Non-Patterned, Nylon Broadloom Carpet			\$7,985.34
			Quantity	Unit Price	Factor	Total
		Installation	0.00 x	21.15 x	1.2054 =	0.00
		Demolition	352.00 x	18.82 x	1.2054 =	7,985.34
		Demo and dispose of existing glue down carpet				
9	09 68 16 00 0192	SY	HARBOR CLASSICBAC® 24 Ounce, Non-Patterned, Nylon Broadloom Carpet			\$11,365.50
			Quantity	Unit Price	Factor	Total
		Installation	0.00 x	21.15 x	1.2054 =	0.00
		Demolition	501.00 x	18.82 x	1.2054 =	11,365.50
		Demo and dispose of existing glue down carpet				
<b>Subtotal for Fire station 105</b>						<b>\$51,961.69</b>
<b>fire station 106</b>						
10	01 22 16 00 0002	EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.			\$1,322.32
			Quantity	Unit Price	Factor	Total
		Installation	1,097.00 x	1.00 x	1.2054 =	1,322.32
		Bond fee=\$54,835.83 * 2%				
11	01 22 20 00 0007	HR	Carpet, Linoleum For tasks not included in the Construction Task Catalog® and as directed by owner only.			\$905.98
			Quantity	Unit Price	Factor	Total
		Installation	10.00 x	75.16 x	1.2054 =	905.98
		Remove and reinstall gym equipment				
12	01 66 19 00 0075	SF	Removal, Transportation, Return And Reinstallation Of Office Furniture And Furnishings Includes desks, tables, file cabinets, chairs, storage boxes, bookshelves, office equipment, computers, and other furniture and furnishings. Quantity equals total floor space.			\$4,391.40
			Quantity	Unit Price	Factor	Total
		Installation	3,537.00 x	1.03 x	1.2054 =	4,391.40
13	09 65 13 33 0005	SF	Removal Of Glue From Concrete Floor For removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.			\$515.31
			Quantity	Unit Price	Factor	Total
		Installation	450.00 x	0.95 x	1.2054 =	515.31
14	09 65 13 33 0005	SF	Removal Of Glue From Concrete Floor For removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.			\$4,225.53
			Quantity	Unit Price	Factor	Total
		Installation	3,690.00 x	0.95 x	1.2054 =	4,225.53
15	09 65 23 00 0003	SF	0.135" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)			\$961.84
			Quantity	Unit Price	Factor	Total
		Installation	682.00 x	1.17 x	1.2054 =	961.84
		Install customer supplied vinyl plank in main hallway (682 Sq. Ft.)				
16	09 65 66 00 0002	SF	3/8" Height, Recycled Rubber, Interlocking Athletic Tile			\$4,026.04
			Quantity	Unit Price	Factor	Total
		Installation	500.00 x	6.15 x	1.2054 =	3,706.61
		Demolition	500.00 x	0.53 x	1.2054 =	319.43
		Demo and dispose of existing rubber tiles. Supply and install new rubber tiles. (500 Sq. Ft.)				

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 121736.00  
**Work Order Title:** City of Arcadia-Fire Station 105 &106 Flooring Project

**Fire station 106**

17	09 68 13 00 0203	SY	DEPTH ECOWORX® 26 Ounce, Patterned, Nylon Carpet Tile				\$25,605.23
			Quantity		Unit Price	Factor	Total
		Installation	451.00	x	47.10	x 1.2054	= 25,605.23
		Supply and install Mohawk Design Medley II Variation. Rm 1: 17 Sq. Yds., Rm. 2: 18 Sq. Yds., Rm. 3: 18 Sq. Yds., Rm. 4: 18 Sq. Yds., Rm. 5: 35 Sq. Yds., Rm. 6: 35 Sq. Yds., Rm. 7: 34 Sq. Yds., TV Rm.: 82 Sq. Yds., Office 1: 19 Sq. Yds., Office 2: 17 Sq. Yds., Training area: 100 Sq. Yds., Hallway: 17 Sq. Yds.					
18	09 68 16 00 0192	SY	HARBOR CLASSICBAC® 24 Ounce, Non-Patterned, Nylon Broadloom Carpet				\$1,134.28
			Quantity		Unit Price	Factor	Total
		Installation	0.00	x	21.15	x 1.2054	= 0.00
		Demolition	50.00	x	18.82	x 1.2054	= 1,134.28
		Demo existing glue down carpet in gym under rubber flooring					

**Subtotal for fire station 106** **\$43,087.93**

**Proposal Total** **\$95,049.62**

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

**The Percentage of NPP on this Proposal:** %

**EXHIBIT "B"**

**PLANS AND SPECIFICATIONS**

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

## **EXHIBIT "C"**

### **SPECIAL CONDITIONS**

#### **ARTICLE 1. BONDS**

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

**EXHIBIT "D"**

**CERTIFICATION  
LABOR CODE - SECTION 1861**

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

**CALIFORNIA CARPET & FLOORING**

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.<sup>1</sup>

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 \_\_\_\_\_

<sup>1</sup> 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 **California Carpet & Flooring**, (hereinafter referred to as the "Contractor") an agreement for **Fire Station 105 and Fire Station 106 Carpet Replacement Project, contract number: \_\_\_\_\_** (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 **NINETY-FIVE THOUSAND, FORTY-NINE DOLLARS AND SIXTY-TWO CENTS (\$95,049.62)**, 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 **November 21, 2023** has awarded to **California Coast Carpet and Flooring** 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 **NINETY-FIVE THOUSAND, FORTY-NINE DOLLARS AND SIXTY-TWO CENTS (\$95,049.62)** 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**

NOT APPLICABLE.



## Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: CA-R8-F02-123021-CCF

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **California Coast Carpet & Flooring**, 1306 Afloramiento, San Clemente, CA 92673 (Contractor).

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

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

### I. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the later of February 1, 2022 or the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires **January 31, 2023**, unless it is terminated sooner pursuant to Article XX of the General Terms and Conditions, which are incorporated into this Contract by reference. This Contract may be extended up to three additional one-year periods upon request of Sourcewell and with written agreement by the Contractor, not to exceed a total of four years.

### II. REGION

The Contractor's Region is as follows: Region 8.

### III. ADJUSTMENT FACTORS

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

A. **Normal Working Hours - Prevailing Wage Rate Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1229.

B. **Other Than Normal Working Hours - Prevailing Wage Rate Projects**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday and Holidays. The Contractor will

perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1639.

C. **Secured/Medical Facilities - Prevailing Wage Rate Projects:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1639.

D. **All-Union Wage Projects:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1639.

E. **Non pre-priced Adjustment Factor:** To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.1229.

**VI. AUTHORIZED REPRESENTATIVE**

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

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

Sourcewell

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz, CSSBB, CPPO

Title: Chief Procurement Officer

Date: 1/29/2022 | 11:45 AM CST

California Coast Carpet & Flooring

DocuSigned by:  
*Brian Biniasz*  
7EAB230DE707488...

By: \_\_\_\_\_  
Brian Biniasz

Title: Owner

Date: 1/29/2022 | 10:34 AM CST

**AGREEMENT TO  
MODIFY AND EXTEND  
SOURCEWELL CONTRACT #CA-R8-F02-123021-CCF**

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcewell Contract #CA-R8-F02-123021-CCF, is effective upon the date of the last signature below.

Sourcewell and California Coast Carpet & Flooring (“Contractor”) have entered into an Indefinite Quantity Construction Contract, Contract Number **CA-R8-F02-123021-CCF**, with an initial term ending January 31, 2023, and three bilateral options to extend for an additional one-year term (“Contract”). The parties agree that the Contractor’s Adjustment Factors will be modified, and that Sourcewell’s offer of a one-year extension term will be accepted by Contractor.

MODIFICATION: OPTION PERIOD

Pursuant to the Contract, the following are the Adjustment Factors for the term ending January 31, 2024:

<b>Base Year Index</b>		
Date	Index	
1	December 2020	11625.95
2	January 2021	11627.94
3	February 2021	11698.79
4	March 2021	11749.75
5	April 2021	11849.32
6	May 2021	11989.91
7	June 2021	12112.05
8	July 2021	12237.69
9	August 2021	12463.13
10	September 2021	12464.55
11	October 2021	12464.94
12	November 2021	12467.32

**Base Year Average 12062.6116**

<b>First Year Index</b>		
Date	Index	
1	December 2021	12481.82
2	January 2022	12555.55
3	February 2022	12683.97
4	March 2022	12791.43
5	April 2022	12898.96
6	May 2022	13004.47
7	June 2022	13110.50
8	July 2022	13167.84
9	August 2022	13171.07
10	September 2022	13173.43
11	October 2022	13174.92
12	November 2022	13174.98

**First Year Average 12830.9416**

Adjustment: 
$$\frac{\text{First Year Index Average}}{\text{Base Year Index Average}} = \frac{12949.0783}{12062.6116} = 1.0735$$

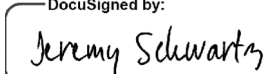
CA-R8-F02-123021-CCF	Original Adjustment Factor	x Adjustment	=	Adjustment Factor 02/01/23 through 01/31/24
Normal Working Hours – Prevailing Wage	1.1229	1.0735		1.2054
Other Than Normal Working Hours – Prevailing Wage	1.1639	1.0735		1.2494
Secured/Medical Facilities – Prevailing Wage Rate	1.1639	1.0735		1.2494
All-Union Wage	1.1639	1.0735		1.2494
Non Pre-Priced	1.1229	1.0000		1.1229

EXERCISE OF OPTION: EXTENSION

Contractor and Sourcwell hereby desire and agree to extend the Contract, with the above modification, for the period February 1, 2023 through January 31, 2024.

Sourcwell

California Coast Carpet & Flooring

DocuSigned by:  
  
 By: \_\_\_\_\_  
 C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer

DocuSigned by:  
  
 By: \_\_\_\_\_  
 8623F39C8E67471...  
 Brian Biniasz  
 Title: Owner

Date: 1/8/2023 | 11:11 AM CST

Date: 1/7/2023 | 8:04 AM PST



# STAFF REPORT

Public Works Services Department

**DATE:** November 21, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Daniel Vargas, Management Analyst

**SUBJECT:** CITY WATER AND SEWER RATES FOR CALENDAR YEAR 2024  
**CEQA: Not a Project**  
**Recommendation: Receive and File**

## **SUMMARY**

On February 2, 2021, the City Council adopted a five-year water and sewer rate adjustment schedule for the calendar years 2021 through 2025. The Public Works Services Department (“PWSD”) has reviewed water and sewer operating budgets, revenues, expenditures, and reserve fund balances, and determined that it is necessary to adjust water and sewer rates for calendar year 2024 to recover increasing water and sewer system operations and maintenance costs, and to continue to replace aging infrastructure. Based on the previously adopted rate schedule, the sewer rate will increase 2% and the water rate will increase 6%. This will be the fourth year of the approved five-year water rate adjustment. The water and sewer rate adjustments will ensure revenue stability and encourage water use efficiency. The following report is to provide an update on the City’s current water and sewer operations.

The PWSD annually reviews water and sewer operating budgets, revenues, expenditures, and reserve fund balances to determine whether the approved maximum rate adjustment is necessary. The City of Arcadia’s water and sewer rates are among the lowest in the area and will remain so through calendar year 2024, even with the adopted increases. It is recommended that the City Council receive and file this report.

## **BACKGROUND**

The City provides and maintains water and sewer services to more than 56,000 residents. In order to provide quality service to Arcadia residents and businesses, utility rate increases are necessary to keep up with ongoing operations and maintenance costs, capital improvements, and to maintain adequate Reserve Fund balances for the water and sanitary sewer systems. In February 2014, the City Council awarded a Professional Services Agreement to Carollo Engineers (“Carollo”) for the preparation of the Water and Sewer Cost of Service Study. In the Study, Carollo developed financial models that would

determine how best to recover projected ongoing operational costs, capital improvements to water and sewer infrastructure, and water supply costs over a five-year period. Carollo and PWSD collaborated to analyze performance of the City's water and sanitary sewer operations and established a seasonal tiered water rate structure that meets the City's primary objectives of providing revenue stability, while encouraging water use efficiency.

The goal of the 2015 Cost of Service Study was to utilize Reserve Funds to minimize larger rate adjustments. Due to increases in operations and maintenance budgets – mainly due to the imposition of the Resource Development Assessment (“RDA”) and higher Replacement Water costs (described below) – rising capital improvement costs, and the change in water usage patterns, an update to the 2015 Cost of Service Study was necessary. In July 2019, City Council approved a Professional Services Agreement with Carollo to complete an update to the 2015 Water and Sewer Cost Study and to recommend a new five-year water and sewer rate adjustment schedule. Based on the Cost Study Update, on February 2, 2021, the City Council adopted a five-year water and sewer rate adjustment schedule for calendar years 2021 through 2025.

In the Main Basin, from which the City draws most of its water, basin levels have not returned to optimal operating levels since the previous drought. In response to these conditions, the Main Basin Watermaster adopted a Drought Management Plan. The Drought Management Plan includes a Resource Development Assessment, which is a pass-through fee based on each individual producer's annual amount of water pumped from the Main Basin. The purpose of the RDA is to restore ground water levels by purchasing imported water from the State Water Project, separate from and in addition to, the purchase of Replacement Water. The RDA will cost the City over \$2 million dollars in Fiscal Year 2023-24 and is anticipated to cost the same in Fiscal Year 2024-25.

## **DISCUSSION**

The Cost Study Update relied on Arcadia's financial models and rate models, which were exclusively developed for the City by Carollo during the 2015 Cost Study and were subsequently updated and refined in 2017. In 2020, these models were updated again to include actual revenues and operational expenditures, capital improvement costs, and customer usage data, along with additional items that were necessary to develop financial projections for Fiscal Years 2020-21 through Fiscal Year 2024-25.

### **Water Rates**

Water rates are determined by analyzing revenues, expenditures, and forecasting water sales for year 2024. The following goals were identified in the Cost Study Update:

- Generate enough revenue to fund continued operations and maintenance of the City's water and sewer supply and distribution system, including increases in water supply costs driven by the Main Basin's Drought Management.

- Provide for equipment replacement as well as improvements to the water and sewer systems infrastructure through capital improvements.
- Review reserve policies and set rates to adequately maintain a reserve fund to make necessary repairs in the event of an emergency.

Operations and maintenance expenditures comprise most of the expenses within the Water budget, with the single largest line item being water supply costs. The updated Cost Study financial model was used to forecast a variety of influencing factors: water sales and expenditures that included assessing the cost of current and future water supplies; the rising cost of replacement water; system operation costs; and the Watermaster’s imposed RDA fee.

Data from an analysis of the forecasted water use, expenditures, and capital improvement projects was used to determine that the City must increase revenues by 6%, as recommended by the Cost Study Update, and that the previously-adopted maximum rate adjustment for water rates should be applied for calendar year 2024. The reason for applying the maximum rate adjustment next year is primarily due to the RDA fee to purchase additional water from the State Water Project, and the proposed limitations on the purchase of cyclic water, which would result in an increased cost to purchase Replacement Water. Although there is currently no proposed decrease in the Operating Safe Yield, or the amount of water that can be removed from the Main San Gabriel Basin, in 2024 for all producers with pumping rights, the allowable extractions from the Basin remain low. As a result, the cost of purchasing more costly Replacement Water to meet consumer demand continues to be high.

The adopted water rates for calendar year 2024 are shown in the tables below and do not exceed the amount necessary to fund City Water System operations for 2024. This table shows the adopted increase to the current fixed bimonthly meter charge effective January 1, 2024, for all customer classes, to adequately reflect the true cost of service.

BI-MONTHLY RATES FOR METER CHARGE (\$/SIZE OF METER) – ALL CUSTOMER CLASSES		
Meter Size	Current Rates	Effective 1/1/2024
5/8"	\$35.41	\$37.53
3/4"	\$37.83	\$40.10
1"	\$42.67	\$45.23
1 1/2"	\$54.78	\$58.07
2"	\$69.31	\$73.47
3"	\$103.20	\$109.39
4"	\$151.63	\$160.73
6"	\$296.90	\$314.71
8"	\$466.38	\$494.36
10"	\$708.50	\$751.01

The following tables are the commodity charges [\$/Hundred Cubic Feet (“HCF”)] for single-family residential customers based on the approved four-tier inclining block rate structure, and variable consumption allotments based on the customers’ water meter size. No changes are included in these allotments.

BIMONTHLY TIER BREAK POINTS (IN HCF) FOR WINTER WATER USAGE (NOVEMBER THROUGH APRIL)					
Tier	Meter Size				
	5/8”	3/4”	1”	1 1/2”	2”
Tier 1	0 - 22	0 - 22	0 - 22	0 - 22	0 - 22
Tier 2	23 - 32	23 - 34	23 - 42	23 - 48	23 - 60
Tier 3	33 - 42	35 - 44	43 - 58	49 - 70	61 - 90
Tier 4	43+	45+	59+	71+	91+

BIMONTHLY TIER BREAK POINTS (IN HCF) FOR SUMMER WATER USAGE (MAY THROUGH OCTOBER)					
Tier	Meter Size				
	5/8”	3/4”	1”	1 1/2”	2”
Tier 1	0 - 22	0 - 22	0 - 22	0 - 22	0 - 22
Tier 2	23 - 34	23 - 42	23 - 60	23 - 70	23 - 94
Tier 3	35 - 44	43 - 58	61 - 92	71 - 112	95 - 148
Tier 4	45+	59+	93+	113+	149+

A seasonal single-family tiered water rate structure assists in managing customer demand for water by pricing discretionary water uses, such as landscape irrigation, at a higher rate than water used for drinking and sanitation purposes. This is to provide a price signal to customers to use water efficiently and to offer an incentive to reduce excess water use. As water usage increases, so does the cost per unit of additional water; this methodology has proven effective in curtailing wasteful water practices.

The table below shows the proposed single-family rates:

SINGLE FAMILY RESIDENTIAL WATER RATES (\$/HCF)		
Tier	Current Rates	Effective 1/1/2024
Tier 1	\$2.13	\$2.26
Tier 2	\$2.65	\$2.81
Tier 3	\$2.73	\$2.89
Tier 4	\$3.41	\$3.61

The table below shows the two-tier water allocations based on the number of dwelling units in each multi-family complex, followed by a table showing the proposed multi-family rates. Again, there are no proposed changes to these allotments.

BIMONTHLY TIER ALLOTMENTS (PER DWELLING UNIT)	
Tier	Tier (HCF) x Per Dwelling Unit
Tier 1	12
Tier 2	13 +

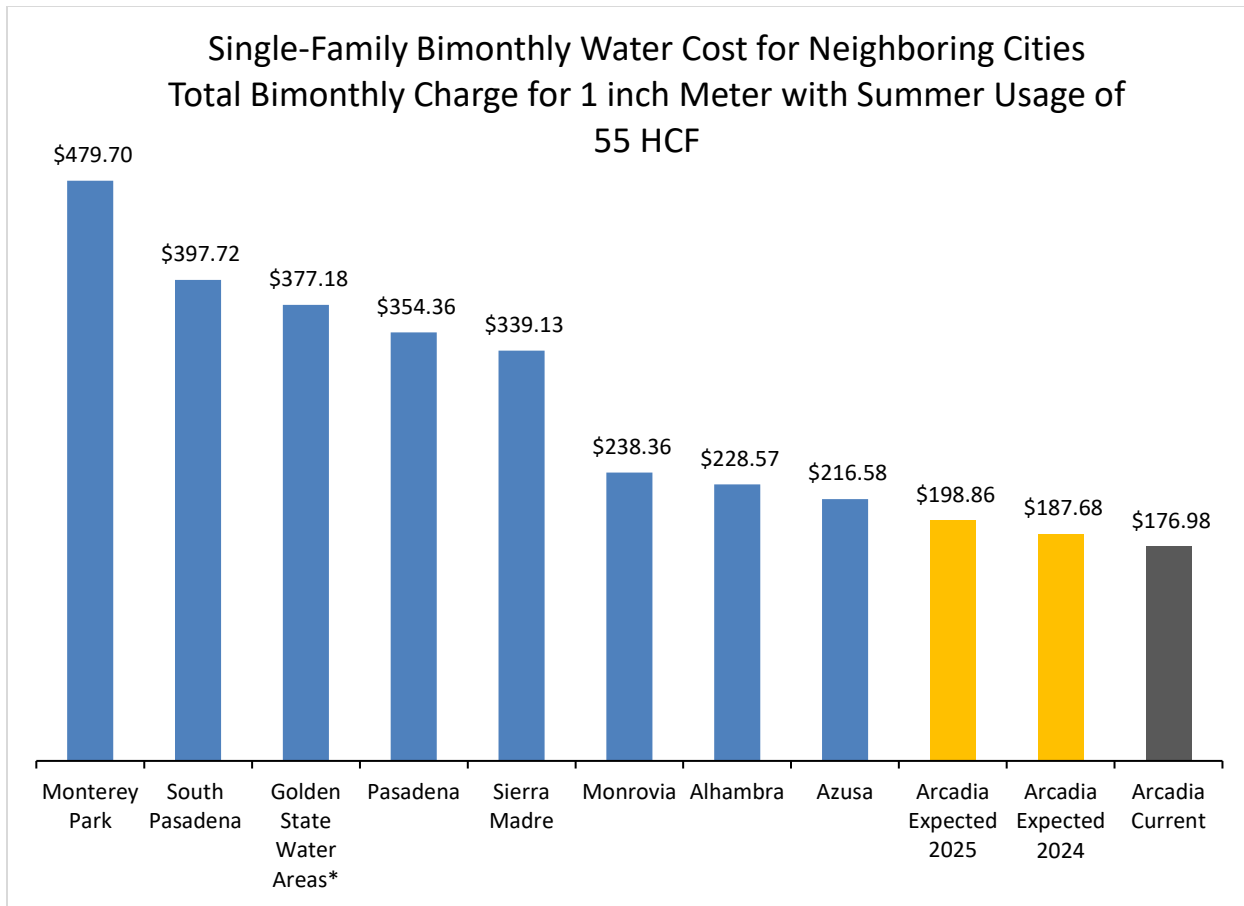
The table below shows the adopted multi-family residential rates based on the tier structures:

MULTI-FAMILY RESIDENTIAL WATER RATES (\$/HCF)		
Tier	Current Rates	Effective 1/1/2024
Tier 1	\$1.94	\$2.06
Tier 2	\$2.17	\$2.30

Finally, the following table shows specific uniform rates for Commercial, Government, and Institutional classes:

COMMERCIAL, GOVERNMENT, & INSTITUTIONAL WATER RATES (\$/HCF)		
Tier	Current Rates	Effective 1/1/2024
Commercial	\$2.07	\$2.19
Government & Institutional	\$2.52	\$2.67

The net change to a customer’s water bill will be affected by the customer’s ability to use water efficiently. The percentage increase will vary among customers based on usage. Arcadia’s water rates are among the lowest in the area and will remain so, even with the adopted increases. The table below provides a comparison of Arcadia’s rates along with other neighboring jurisdictions for 2023.



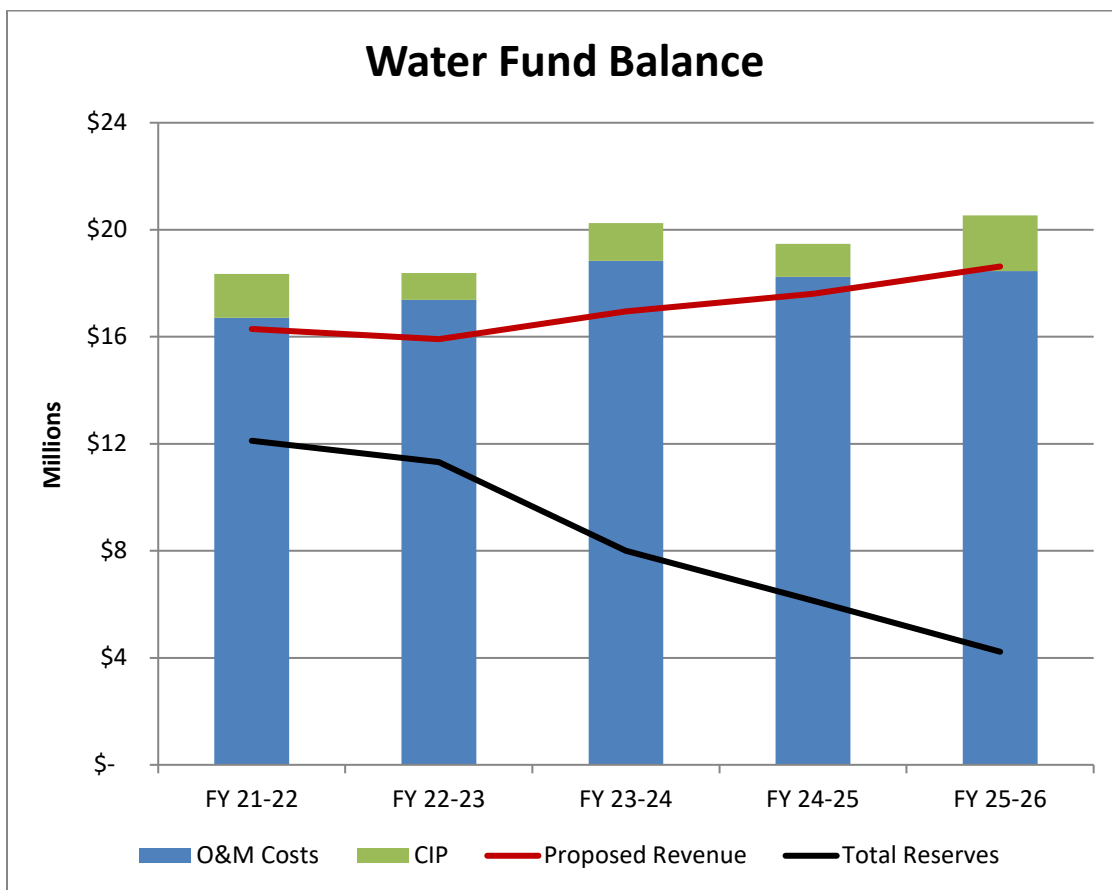
\*Golden State Water Areas include over 25 different territories providing residential metered water service to single-family residential customers. For the full list, visit <https://www.gswater.com/>

The previous annual rate adjustments were designed to use Reserve Funds to smooth and decrease the amount of annual water rate adjustments. Accordingly, the City Council agreed to lower the Water Reserve Fund balance from \$20 million to \$11 million over the five-year period. The updated Cost Study has estimated the value of the City’s water system replacement at \$236 million. Based on industry standards for such a valuation, the Cost Study determined that \$7.1 million in capital reserve (or 3% of the replacement value) is needed, combined with about \$3.8 million to fund operation and maintenance costs for at least 90 days. To meet these industry standards and financial best practices, the City needs to increase rates to reach the recommended \$11 million for the Water Reserve Fund.

Based on those factors, the Cost Study Update recommended that the City increase water revenues by 5% for calendar years 2021 and 2022, and 6% for each of the following calendar years through 2025. These planned increases fund expected operations, maintenance, and CIP expenditures, and maintain a sufficient Reserve Fund balance. This will be the fourth year of an approved five-year water rate adjustment. Currently, the maximum water rate adjustment is not resulting in sufficient revenues to meet total expenditures for operations and maintenance costs and capital improvement projects.

The goal of the Cost Study Update was to utilize reserve funds to minimize larger rate adjustments in the initial years, with rates catching up over time to better fund operations and replenish reserves; unfortunately, to date, that has not happened, as water costs remain unusually high.

The graph below includes a 6% increase in revenue for the fourth year of the five-year approved water rate adjustment, and a 6% increase is projected for the following year. Even with the adopted annual 6% increase in revenue, over time the reserve fund balance will continue to fall below the recommended reserve fund balance of \$11 million. Therefore, it should be anticipated that maximum rates need to be applied in the following years to maintain a healthy fund balance or significant savings in overall water purchases will be necessary (i.e., customers would need to significantly reduce their usage). In addition, Water Division staff will look for alternative funding sources for CIP projects and delay optional projects to protect Water Reserve Fund balances. Nevertheless, water rates will need to increase substantially in the next five-year rate cycle to ensure the long-term health of the program.



## Sewer Rates

The City’s sewer system includes 138 miles of pipe and is, on average, 50 years old. The Sewer Master Plan is a comprehensive report outlining a long-range program of capital improvements and preventative maintenance measures to upgrade and maintain the City’s sewer system. Annual sewer rate adjustments are necessary to fund the operations and maintenance activities of the sewer system to ensure that the City’s sewer system follows state regulations that mandate the elimination of sewer overflows. On November 15, 2022, City Council accepted the 2022 Sewer Master Plan Update. The Plan contains a list of recommended improvements to the City’s sewer system to be implemented over the next 20 years, with the most critical projects indicated as Priority 1 and the remaining projects indicated as Priority 2. There are eight Priority 1 projects with a total estimated cost of approximately \$3.2 million, and 34 Priority 2 projects with a total estimated cost of approximately \$5.4 million. Project costs are expected to have a continued impact on the Sewer Fund.

The adopted rate adjustments and revenue increases would allow the City to fund ongoing operations and provide adequate maintenance and upgrades to the City’s sewer system. The results of the Cost Study Update determined that the current sewer rate structure equitably recovers costs from each customer class, but that the City must increase sewer revenues annually to adequately fund Capital Improvement Projects and meet projected expenditure increases. The PWSD has determined that the approved 2% sewer rate adjustment for calendar year 2024 is necessary to meet operations and maintenance expenditures and complete capital improvement projects.

The adopted sewer rates for calendar year 2024 are shown in the tables below and will not exceed the estimated amount necessary to fund the operation of the City Sewer System for calendar year 2024.

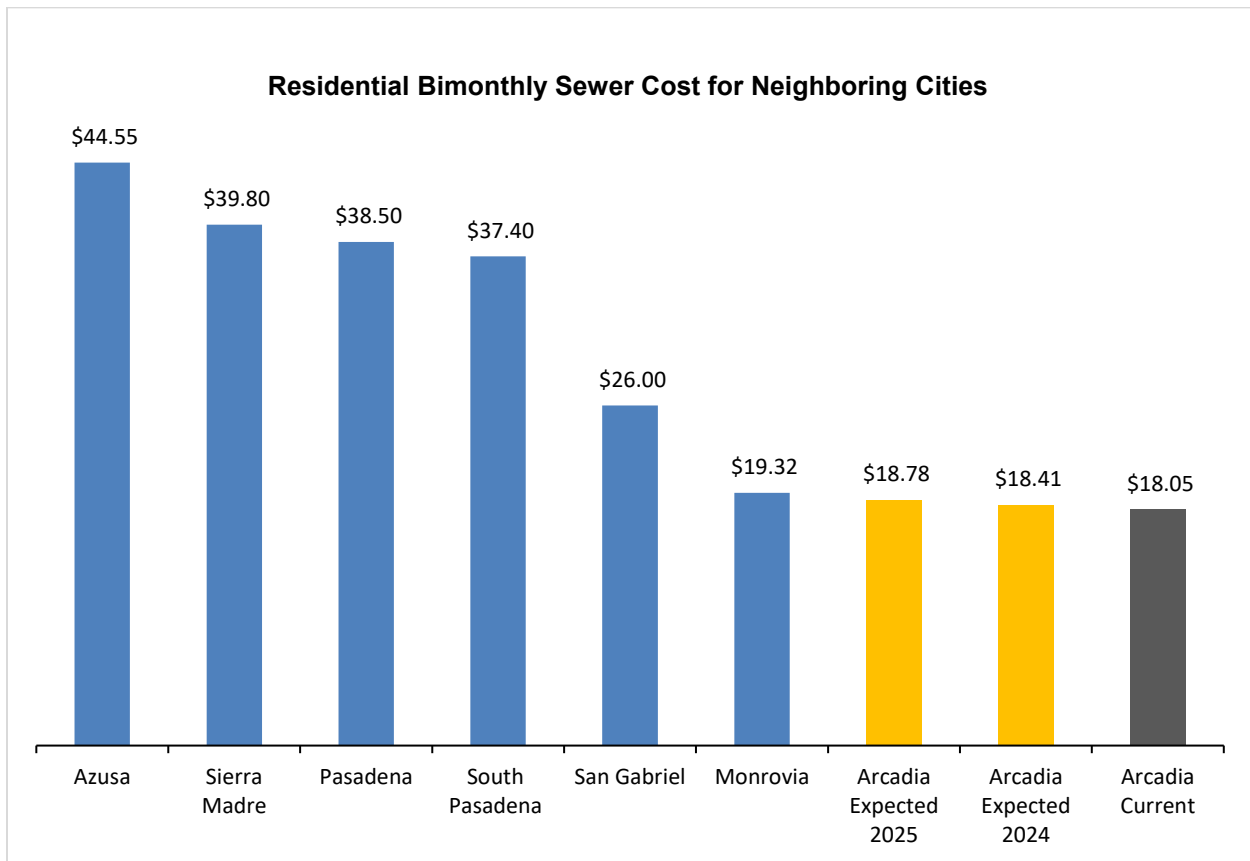
The table below shows Single-Family Residential and Multi-Family Residential Dwellings Bimonthly Rates:

Current Rate	Effective 1/1/2024
\$18.05	\$18.41

Commercial Dwellings Bimonthly Rates (Fixed Rate + Variable Per HCF Billed Water Usage) are shown in the following table:

Current Rate	Effective 1/1/2024
\$54.15 + \$0.29 Variable Per HCF	\$55.23 + \$0.29 Variable Per HCF

The adopted sewer rates are increased proportionally each year to generate the necessary level of revenues projected in the Cost Study Update. Should the City find that revenue requirements are less than those projected in the study, the City Council could opt to forgo rate increases in any given year or implement rates lower than the proposed increase for that year. Even with the proposed increases, Arcadia’s sewer rates are also among the lowest in the area and will remain so through year 2025, as shown in the table below.



Each year, as part of the budgeting process, water and sewer operating budgets will be reviewed and analyzed. Should it be determined that revenue projections do not require the full percent rate adjustment, the PWSD will recommend a lesser rate adjustment.

**ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”) per 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**

Water and sewer rate increases are necessary to fund ongoing operation and maintenance budgets, the Capital Improvement Program, and an adequate Reserve Fund balance in case of an emergency. The lack of a rate adjustment would not allow the City to recover increasing water supply costs, and operations and maintenance costs for the City's water and sewer systems.

The Water and Sewer Costs of Service Study Update recommended that the City increase water revenues by 6% for calendar year 2024 to fund expected operations, maintenance, and Capital Improvement Program expenditures. While the rates will be a nominal increase for most ratepayers, collectively, the City will receive approximately \$1,000,000 in additional water revenue. Based on study projections, the City must increase water revenue annually to meet expected expenses.

Additionally, the Cost Study Update recommends that a 2% sewer rate adjustment, or approximately \$55,000 collectively, for calendar year 2024 is necessary to fund expected operations, maintenance, and Capital Improvement Programs expenditures for the City's sewer system. Based on study projections, the City must increase sewer revenue annually in order to meet expected revenue needs.

## **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 that the City Council receive and file this report.

Approved:



Dominic Lazzaretto  
City Manager

Attachments: Adopted Resolution No. 7348 (City Water Rates)  
Adopted Resolution No. 7349 (City Sewer Rates)

RESOLUTION NO. 7348

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, SETTING CITY WATER RATES AND FINDING THE RATES WILL NOT EXCEED THE ESTIMATED AMOUNT NECESSARY TO FUND THE OPERATION OF THE CITY WATER SYSTEM FOR CALENDAR YEARS 2021 THROUGH 2025

WHEREAS, pursuant to the Arcadia Municipal Code Section 7531.1, water rates may be set and modified by resolution of the City Council; and

WHEREAS, it is the desire of the City Council to maintain flexibility so as to best meet the needs of the City and water consumers; and

WHEREAS, proposed water rate changes were presented to the City Council at its December 15, 2020 regularly scheduled City Council meeting; and

WHEREAS, a public notice concerning said rate changes was duly mailed to residents in accordance with Proposition 218 noticing requirements on December 16, 2020, and a duly noticed public hearing concerning said rate adjustments was conducted by the City Council on February 2, 2021 for Calendar Years 2021, 2022, 2023, 2024, and 2025.

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

SECTION 1. SERVICE FEES. The bimonthly water service fees are comprised of two components – (1) a fixed service charge (the “Meter Charge”); and, (2) a variable water commodity charge (the “Commodity Charge”). The Commodity Charge includes four customer classes - (1) Single Family Residential; (2) Multi-Family Residential; (3) Commercial; and (4) Governmental, Institutional, and Irrigation (collectively “Institutional”). The Meter Charge is a fixed charge established on the basis of the size

of the water meter (in inches) serving a property and is calculated to recover a percentage of the water utility's annual fixed costs of providing water service, such as utilities, equipment, materials, billing, collections, customer service, meter reading, and meter maintenance.

SECTION 2. RATES. The following new bimonthly rates are established and shall supersede rates heretofore adopted for the provision, delivery, and consumption of water for beneficial use during each bimonthly period.

(a) Meter Charge (\$/Meter Size)

<u>Meter Size (in inches)</u>	<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
5/8"	\$31.82	\$33.41	\$35.41	\$37.54	\$39.79
3/4"	\$33.99	\$35.69	\$37.83	\$40.10	\$42.51
1"	\$38.34	\$40.26	\$42.67	\$45.24	\$47.95
1 1/2"	\$49.22	\$51.68	\$54.78	\$58.07	\$61.55
2"	\$62.27	\$65.38	\$69.31	\$73.47	\$77.87
3"	\$92.73	\$97.36	\$103.20	\$109.40	\$115.96
4"	\$136.23	\$143.05	\$151.63	\$160.72	\$170.37
6"	\$266.75	\$280.09	\$296.90	\$314.71	\$333.59
8"	\$419.03	\$439.98	\$466.38	\$494.36	\$524.02
10"	\$636.57	\$668.39	\$708.50	\$751.01	\$796.07

(b) Single- Family Residential and Multi-Family Residential

Single-Family Residential and Multi-Family Residential rates consist of tiers which impose higher rates per unit of water as the level of consumption increases, with one unit equal to one hundred cubic feet of water.

The amount of water allotted to each tier for Single-Family Residential customers is seasonal – winter (November through April) or summer (May through October) – and

based on the size of the water meter serving a property.

**Single-Family Residential Bimonthly Tier Break Points (in HCF) for Winter Months' Water Usage (November through April)**

	<u>Meter Size (in inches)</u>				
	<u>5/8"</u>	<u>3/4"</u>	<u>1"</u>	<u>1 1/2"</u>	<u>2"</u>
Tier 1	0-22 HCF	0-22 HCF	0-22 HCF	0-22 HCF	0-22 HCF
Tier 2	23-32 HCF	23-34 HCF	23-42 HCF	23-48 HCF	23-60 HCF
Tier 3	33-42 HCF	35-44 HCF	43-58 HCF	49-70 HCF	61-90 HCF
Tier 4	43+ HCF	45+ HCF	59+ HCF	71+ HCF	91+ HCF

**Single-Family Residential Bimonthly Tier Break Points (in HCF) for Summer Months' Water Usage (May through October)**

	<u>Meter Size (in inches)</u>				
	<u>5/8"</u>	<u>3/4"</u>	<u>1"</u>	<u>1 1/2"</u>	<u>2"</u>
Tier 1	0-22 HCF	0-22 HCF	0-22 HCF	0-22 HCF	0-22 HCF
Tier 2	23-34 HCF	23-42 HCF	23-60 HCF	23-70 HCF	23-94 HCF
Tier 3	35-44 HCF	43-58 HCF	61-92 HCF	71-112 HCF	95-148 HCF
Tier 4	45+ HCF	59+ HCF	93+ HCF	113+ HCF	149+ HCF

**Single-Family Residential Bimonthly Rates for Commodity Charges (\$/HCF)**

	<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
Tier 1	\$1.91	\$2.01	\$2.13	\$2.25	\$2.39
Tier 2	\$2.38	\$2.50	\$2.65	\$2.81	\$2.98
Tier 3	\$2.46	\$2.58	\$2.73	\$2.90	\$3.07
Tier 4	\$3.06	\$3.21	\$3.41	\$3.61	\$3.83

The amount of water allotted to each tier for Multi-Family Residential customers is based on allotments per dwelling unit.

**Multi-Family Residential Bimonthly Tier Allotments (Per Dwelling Unit)**

	<u>Tier (HCF) x</u> <u>Per Dwelling Unit</u>
Tier 1	12
Tier 2	13 +

**Multi-Family Residential Bimonthly Rates for Commodity Charges (\$/HCF)**

	<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
Tier 1	\$1.75	\$1.83	\$1.94	\$2.06	\$2.18
Tier 2	\$1.95	\$2.04	\$2.17	\$2.30	\$2.43

**(c) Commercial and Institutional**

Commercial and Institutional rates for the Commodity Charge are uniform, but the amount of the charge imposed varies based on the number of units of water delivered to a property (institutional rates shall include Government and Irrigation customers), with one unit equal to one hundred cubic feet of water.

**Commercial Bimonthly Rates for Commodity Charges (\$/HCF)**

<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
\$1.86	\$1.95	\$2.07	\$2.19	\$2.32

**Institutional Bimonthly Rates for Commodity Charges (\$/HCF)**

<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
\$2.27	\$2.38	\$2.52	\$2.67	\$2.83

**SECTION 3. FIRE HYDRANT SERVICE FOR CONSTRUCTION, OUTSIDE CITY, AND PRIVATE USE.** Fire hydrant meters, eddy valves, and water sold

for construction, to outside City agencies, and for private use, shall be subject to the following charges:

Meter Installation	\$50.00
Meter Relocation	\$25.00
Meter Rental	\$40.00/month
Eddy Valve Rental	\$25.00/month
Hydrant Rental	\$15.00/month
Hydrant Permit	\$25.00
Water Usage	\$2.74/100 cubic feet

All water consumption is to be charged at the rate of two dollars and seventy-four cents (\$2.74) per full one hundred (100) cubic feet registered on the consumer's meter.

Unmetered water use will be charged at a flat rate determined by the Water Section of the Public Works Services Department based upon type of use.

SECTION 4. FIRE LINE SERVICE (NO CHARGE FOR WATER USE). The following rates are established for bimonthly charges for fire protection services:

<u>SIZE OF METER</u>	<u>MINIMUM BIMONTHLY SERVICE CHARGE</u>
2"	\$ 11.55
4"	23.10
6"	34.64
8"	46.18
10"	57.75

SECTION 5. All rates set forth in this Resolution shall be effective and operative for water use and bills sent after February 2, 2021.

SECTION 6. Annually adjusted rates shall take effect for all water use and service appearing on water bills issued on or after January 1, 2022 and each January 1 thereafter, including January 1, 2025. Prior to implementing the rates, however, the City Council will review its projected costs for each year to determine the maximum amount of any rate increases that are necessary.

SECTION 7. The City Council hereby finds that the rates specified in this Resolution will not produce an amount in excess of that necessary to fund the operation of the City of Arcadia Water System.

SECTION 8. The City Council finds that this Resolution is exempt from the requirements of the California Environmental Quality Act as specified in Title 14 Section 15273 of the California Administrative Code.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 2nd day of February, 2021.

  
\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney

STATE OF CALIFORNIA        )  
COUNTY OF LOS ANGELES ) SS:  
CITY OF ARCADIA            )

I, GENE GLASCO, City Clerk of the City of Arcadia, hereby certifies that the foregoing Resolution No. 7348 was passed and adopted by the City Council of the City of Arcadia, signed by the Mayor and attested to by the City Clerk at a regular meeting of said Council held on the 2nd day of February, 2021 and that said Resolution was adopted by the following vote, to wit:

AYES:        Beck, Cheng, Verlato, Tay, and Chandler

NOES:        None

ABSENT:     None

  
City Clerk of the City of Arcadia

RESOLUTION NO. 7349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, SETTING CITY SEWER RATES AND FINDING THE RATES WILL NOT EXCEED THE ESTIMATED AMOUNT NECESSARY TO FUND THE OPERATION OF THE CITY SEWER SYSTEM FOR CALENDAR YEARS 2021 THROUGH 2025

WHEREAS, pursuant to the Arcadia Municipal Code Section 2696, sewer rates may be set and modified by resolution of the City Council; and

WHEREAS, it is the desire of the City Council to set sewer rates in a reasonable amount and so as to meet the capital improvement and service needs of the City and its sewer service consumers; and

WHEREAS, proposed sewer rate changes were presented to the City Council at its October 20, 2020 regularly scheduled City Council meeting; and

WHEREAS, a public notice concerning said rate changes was duly mailed to residents in accordance with Proposition 218 noticing requirements on December 16, 2020, and a duly noticed public hearing concerning said rate adjustments was conducted by the City Council on February 2, 2021 for Calendar Years 2021, 2022, 2023, 2024, and 2025.

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

SECTION 1. RATES. The following new bimonthly sewer rates are established and shall supersede rates heretofore adopted for the following categories of sewer service:

(a) Single-Family Residential and Multi-Family Residential Dwellings

<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
\$17.35	\$17.70	\$18.05	\$18.41	\$18.78

(b) Commercial Properties

<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
\$52.04 + \$0.28	\$53.09 + \$0.29	\$54.15 + \$0.29	\$55.23 + \$0.30	\$56.33 + \$0.31
Variable Per	Variable Per	Variable Per	Variable Per	Variable Per
HCF Billed	HCF Billed	HCF Billed	HCF Billed	HCF Billed
Water Usage	Water Usage	Water Usage	Water Usage	Water Usage

(c) Premises where sewer connections are not available or are not connected shall be exempt from said monthly charges.

SECTION 2. All rates set forth in this Resolution shall be effective and operative for water use and bills sent after February 2, 2021.

SECTION 3. Annually adjusted sewer rates shall take effect for all water use and service appearing on bills issued on or after January 1, 2022 and each January 1 thereafter, including January 1, 2025. Prior to implementing the rates, however, the City Council will review its projected costs for each year to determine the maximum amount of any rate increases that are necessary.


SECTION 4. The City Council hereby finds that the rates specified in this Resolution will not produce an amount in excess of that necessary to fund the operation of the City of Arcadia Sewer System.

SECTION 5. The City Council hereby finds that the adoption of this Resolution and the establishment of the sewer rates set forth herein are categorically exempt from the requirements of the California Environmental Quality Act, as specified in Title 14,

Section 15273 of the California Administrative Code.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution.

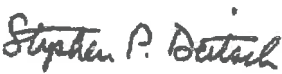
Passed, approved and adopted this 2nd day of February, 2021.

  
\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney

STATE OF CALIFORNIA        )  
COUNTY OF LOS ANGELES ) SS:  
CITY OF ARCADIA            )

I, GENE GLASCO, City Clerk of the City of Arcadia, hereby certifies that the foregoing Resolution No. 7349 was passed and adopted by the City Council of the City of Arcadia, signed by the Mayor and attested to by the City Clerk at a regular meeting of said Council held on the 2nd day of February, 2021 and that said Resolution was adopted by the following vote, to wit:

AYES:        Beck, Cheng, Verlato, Tay, and Chandler

NOES:        None

ABSENT:     None

  
\_\_\_\_\_  
City Clerk of the City of Arcadia



# STAFF REPORT

Fire Department

**DATE:** November 21, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Chen Suen, Fire Chief  
By: Mark Krikorian, Fire Marshal

**SUBJECT:** REVISION TO THE PART-TIME HOURLY WAGE SCHEDULES TO  
ADJUST THE FIRE PREVENTION AIDE WAGE RANGE  
**CEQA: Not A Project**  
**Recommendation: Approve**

## **SUMMARY**

It is recommended that the City Council authorize a revision to the City's part-time hourly wage schedules to increase the Fire Prevention Aide's wage range, due to a change in scope for the position. The Fire Prevention Aide's wage range would move from PT16 to PT22 in the "Non-CalPERS Retirement" part-time hourly wage schedule (see attached Exhibits "A" and "B"). Although the Fire Prevention Aide is a part-time, non-benefitted position, incumbents in this position could potentially hold a part-time position with other public agencies. Should incumbents gain membership with the California Public Employees' Retirement System ("CalPERS") through the course of employment elsewhere, the City would be required by CalPERS to enroll a Fire Prevention Aide incumbent into the CalPERS system. Since CalPERS requires changes to salary schedules to be adopted publicly, both the non-CalPERS and the CalPERS part-time hourly wage schedules are being presented for revision.

## **DISCUSSION**

In 2009, the Fire Department created the position of Fire Prevention Aide to assist with inspections of low-hazard occupancies and administrative duties. Since that time, the job duties of the Fire Prevention Aide have become increasingly specialized with respect to fire prevention knowledge and application. Therefore, an increase in wage range for the position of Fire Prevention Aide is being proposed and recommended.

When the position of Fire Prevention Aide was initially created in 2009, its scope of responsibilities consisted mainly of inspection of low-hazard occupancies such as apartments and small business offices. The position is managed by the Fire Marshal and supervised by the Senior Fire Prevention Specialist (see attached Fire Department's Organizational Chart). From 2009 - 2019, the new construction and annual inspection

workload of the Fire Prevention Division increased by 9% and 10%, respectively. To meet the demands of the new workload, the Fire Prevention Aide position was tasked with learning new job skills to include new construction and special event inspections. Most of the training for these new duties was attained in-house through staff and virtual seminars. With the increase in skills and complexity of the assigned workload, the Fire Prevention Aide position has become a vital and cost-effective means of maintaining the safety of life and property throughout the City. An increase to the position's hourly wage range will help bring compensation into alignment with the increase in skills and workload as well as support employee retention.

To ascertain an appropriate increase in compensation, Human Resources conducted a salary survey of similar part-time fire prevention positions for the Cities of Alhambra and South Pasadena. In addition, a classification analysis and comparison of other part-time City positions was also performed. Based on the results of this survey and the additional data gathered, it is recommended to move the Fire Prevention Aide's wage range from PT16 to PT22.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

The Fire Prevention Aide's wage range would move from PT16 to PT22 in the "Non-CalPERS Retirement" part-time hourly wage schedule, with the hourly salary schedule ranging from the base step of \$19.85/hour through the highest step at \$21.90/hour. There is currently one filled Fire Prevention Aide position and one that remains vacant. No more than two filled positions are anticipated in the foreseeable future. In the adopted Fiscal Year 2023-24 Budget, the Fire Prevention's Operating budget allocated \$25,000 for temporary positions, which is sufficient to cover the proposed increase in salary range.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve the revision to the part-time hourly wage schedules to adjust the Fire Prevention Aide wage range.

Revision to the Part-Time Hourly Wage Schedule  
for the Fire Prevention Aide Position  
November 21, 2023  
Page 3 of 3

Approved:



Dominic Lazzaretto  
City Manager

Attachments: Exhibits "A" and "B" - Proposed Part-Time Hourly Wage Schedules  
(CalPERS & non-CalPERS)  
Fire Department's Organizational Chart

**EXHIBIT "A"**  
**City of Arcadia Part-Time Hourly Wage Schedule**  
**Non-CalPERS Retirement**  
**Effective January 1, 2023**

Range Number	Title	Step A	Step B	Step C	Step D	Step E
PT12	Activity Leader I Library Aide Laborer Police Cadet	\$15.50	\$15.89	\$16.28	\$16.69	\$17.11
PT13	Administrative Intern	\$15.89	\$16.28	\$16.69	\$17.11	\$17.54
PT14	Activity Leader II	\$16.29	\$16.69	\$17.11	\$17.54	\$17.98
PT15		\$16.70	\$17.11	\$17.54	\$17.98	\$18.43
PT16	<del>Fire Prevention Aide</del>	\$17.12	\$17.54	\$17.98	\$18.43	\$18.89
PT17		\$17.55	\$17.98	\$18.43	\$18.89	\$19.36
PT18	Camp Manager Library Clerk	\$17.99	\$18.43	\$18.89	\$19.36	\$19.84
PT19		\$18.44	\$18.89	\$19.36	\$19.84	\$20.34
PT20	Tram Driver	\$18.90	\$19.36	\$19.84	\$20.34	\$20.85
PT21		\$19.37	\$19.84	\$20.34	\$20.85	\$21.37
PT22	Fire Prevention Aide	\$19.85	\$20.34	\$20.85	\$21.37	\$21.90
<b>Communications &amp; Marketing Specialist I</b>		\$26.63	\$27.30	\$27.98	\$28.69	\$29.40
<b>Communications &amp; Marketing Specialist II</b>		\$30.88	\$31.66	\$32.45	\$33.26	\$34.09

**Volunteer Services Coordinator:** \$21.43 per hr  
**Reserve Police Officer (Level II):** \$23.64 per hr  
**Reserve Police Officer (Level I): Step A of Police Officer salary** \$40.00 per hr (as of 7/1/22)  
**Police Investigation Technician: Step I of Police Officer salary** \$48.74 per hr (as of 7/1/22)

**Volunteers paid a stipend include:**  
 Reserve Police Officer (Level III) \$300.00 annually

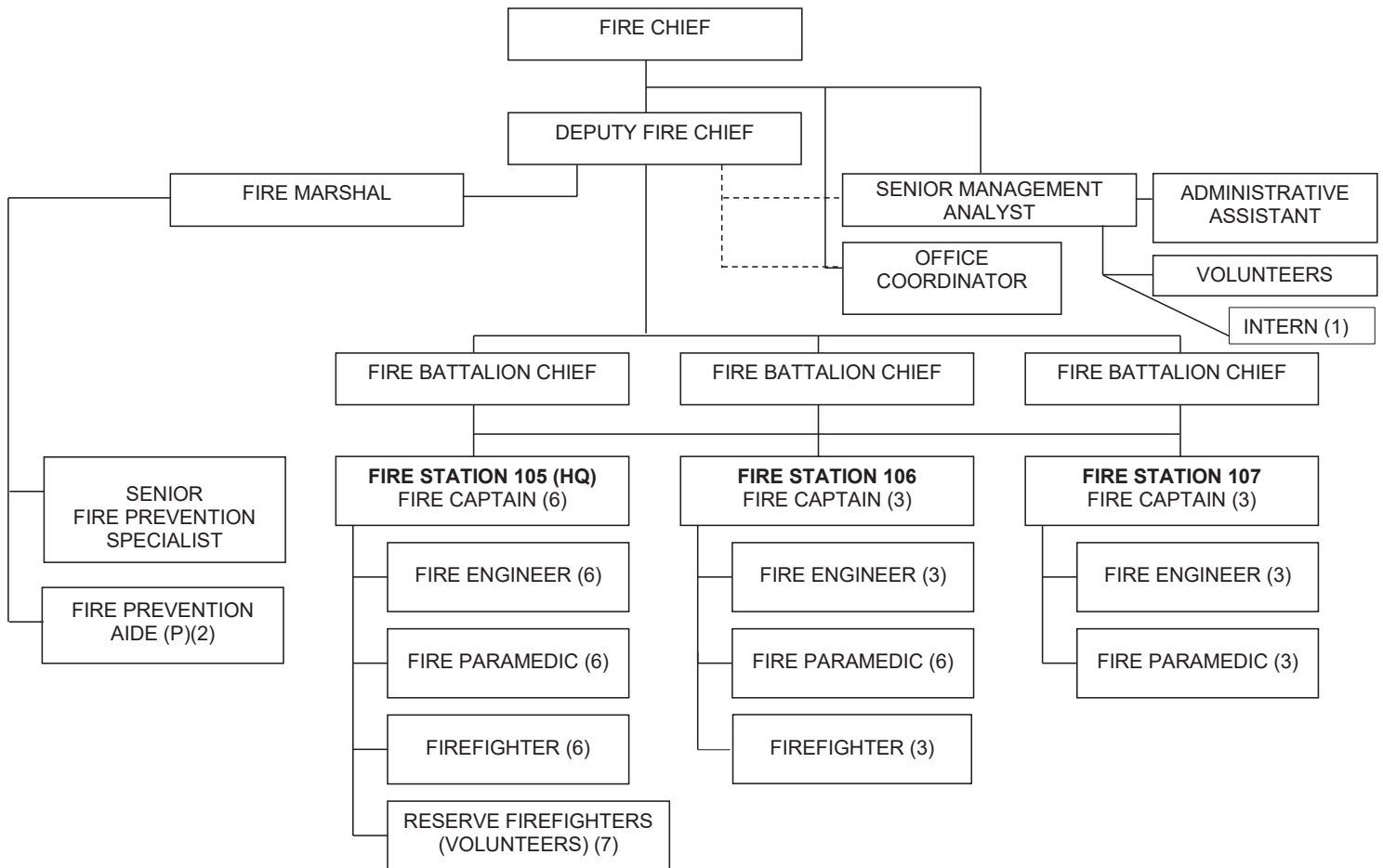
**EXHIBIT "B"**  
**City of Arcadia Part-Time Hourly Wage Schedule**  
**CalPERS Retirement**  
**Effective January 1, 2023**

Range Number	Title	Step A	Step B	Step C	Step D	Step E
PTP12	Activity Leader I Library Aide Laborer Police Cadet	\$16.59	\$17.00	\$17.42	\$17.86	\$18.31
PTP13	Administrative Intern	\$17.00	\$17.42	\$17.86	\$18.31	\$18.77
PTP14	Activity Leader II Ambulance Operator	\$17.43	\$17.86	\$18.31	\$18.77	\$19.24
PTP15		\$17.87	\$18.31	\$18.77	\$19.24	\$19.72
PTP16	Fire Prevention Aide	\$18.32	\$18.77	\$19.24	\$19.72	\$20.21
PTP17		\$18.78	\$19.24	\$19.72	\$20.21	\$20.72
PTP18	Camp Manager Library Clerk	\$19.25	\$19.72	\$20.21	\$20.72	\$21.23
PTP19		\$19.73	\$20.21	\$20.72	\$21.23	\$21.76
PTP20	Tram Driver	\$20.22	\$20.72	\$21.23	\$21.76	\$22.31
PTP21		\$20.73	\$21.23	\$21.76	\$22.31	\$22.87
PTP22	Fire Prevention Aide	\$21.24	\$21.76	\$22.31	\$22.87	\$23.43

Communications & Marketing Specialist I	\$28.49	\$29.22	\$29.94	\$30.70	\$31.45
Communications & Marketing Specialist II	\$33.04	\$33.87	\$34.72	\$35.59	\$36.48

Volunteer Services Coordinator:	\$22.93 per hr
Reserve Police Officer (Level II):	\$26.24 per hr
Reserve Police Officer (Level I): Step A of Police Officer salary, plus 11%	\$44.40 per hr (as of 7/1/22)
Law Enforcement Recruit: Step A of Police Officer salary, plus 7%	\$42.80 per hr (as of 7/1/22)
Law Enforcement Recruit/ Pre-Service: Step A of Police Officer salary, plus 7%	\$42.80 per hr (as of 7/1/22)

# FIRE DEPARTMENT





# STAFF REPORT

Administrative Services Department

**DATE:** November 21, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Hue Quach, Administrative Services Director  
By: Henry Chen, Financial Services Manager/City Treasurer

**SUBJECT:** APPROVE THE ANNUAL DEVELOPMENT IMPACT FEE REPORT FOR FISCAL YEAR 2022-23 PURSUANT TO GOVERNMENT CODE SECTION 66006  
**CEQA: Not a Project**  
**Recommendation: Approve**

## **SUMMARY**

Pursuant to Resolution Nos. 6498 and 6602, the City has been collecting Transportation Impact Fees and Park Facilities Impact Fees and, as such, is required to report certain information to the City Council and public annually pursuant to Government Code Section 66006. These fees are intended to provide funding for the City to maintain infrastructure services levels and improvements needed because of growth from development. The City has been complying with all collection and expenditure requirements.

It is recommended the City Council approve the Annual Development Impact Fee Report for Fiscal Year 2022-23 pursuant to Government Code Section 66006.

## **DISCUSSION**

The City collects Impact Fees for Transportation and Park Facilities purposes, which are fees associated with development projects. Government Code Section 66006 requires the City to prepare an annual report that describes certain information about the fees such as the amount of fees collected, public improvements for which the fees were expended, fund balance, and other information. This information is attached hereto:

Exhibit "A": The Park Facilities Fee Impact Fund currently has a balance of \$8,517,942. Additional fund balance will be used in the coming years to continue implementation of the adopted Parks Master Plan, most notably, the completion of the renovations at Newcastle Park and new concession and bleachers at Bonita Park.

Exhibit "B": The Transportation Fee Impact Fund currently has a balance of (\$85,023). Funds are spent regularly from this account for various traffic improvements throughout the City. Staff are aware of the deficit fund balance and anticipate future revenues will cure the deficit. In the meantime, potential projects will be planned and funded accordingly.

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), under 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**

Funds from these accounts make significant community improvement projects possible. Due to the variability of development activity in the community, the amount of revenue tends to vary substantially in any given year. In Fiscal Year 2022-23, both funds combined added over \$890,000 in new revenue, including interest earned. Without these funds, the City would need to find other sources of revenue to offset the impacts caused by new development.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); and approve the Annual Development Impact Fee Report for Fiscal Year 2022-23 pursuant to Government Code Section 66006.

Approved:

  
Dominic Lazzaretto  
City Manager

Attachments: Exhibit "A" Annual Park Facilities Impact Fee Report Fiscal Year 2022-23  
Exhibit "B" Annual Transportation Impact Fee Report Fiscal Year 2022-23

## Exhibit "A"

### City of Arcadia Annual Park Facilities Impact Fee Report Fiscal Year 2022-23

This annual report section has been prepared pursuant to the requirements of Government Code Section 66006.

#### Description of Fees

Pursuant to Resolution No. 6602, the Park Facilities Fee is collected to ensure that new development pays its fair share of costs associated with building new park facilities and infrastructure.

#### Amount of Fees

\$2.85 per square feet for single family projects

\$3.73 per square feet for multi-family projects

#### Beginning and Ending Balances of the Fund and Amount of Fees Collected and Interests Earned

Fiscal Year	Beginning Fund Balance	Fees Collected	Interest Earned	Expenditures	Other	Ending Balance
2022-23	\$ 7,826,989	\$ 550,784	\$ 185,932	\$ (45,763)	\$ -	\$ 8,517,942
2021-22	7,421,829	570,486	(123,464)	(41,862)	-	7,826,989
2020-21	6,200,930	622,346	39,183	(278,380)	837,750	7,421,829
2019-20	11,841,628	883,959	281,397	(6,810,432)	4,378	6,200,930
2018-19	10,905,784	593,808	395,942	(53,906)	-	11,841,628
2017-18	9,962,795	916,233	53,122	(26,366)	-	10,905,784
2016-17	8,237,966	1,734,923	42,361	(52,455)	-	9,962,795
2015-16	6,151,955	2,096,641	90,231	(100,861)	-	8,237,966
2014-15	4,147,454	1,996,015	44,305	(35,819)	-	6,151,955
2013-14	2,613,371	2,091,202	29,202	(1,087,003)	500,682	4,147,454
Before 2013	(264,045)	5,221,183	42,802	(1,536,054)	(850,515)	2,613,371
<b>Total</b>		<b>\$ 17,277,580</b>	<b>\$ 1,081,013</b>	<b>\$ (10,068,901)</b>	<b>\$ 492,295</b>	

#### An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

Project	Years	Amount	% Funded by Fees
Museum Education Center	2008, 2014	\$ 984,884	49%
City Hall Soccer Field	2010-2012	1,275,111	100%
Wilderness Park Restroom	2013	148,482	100%
City Park Improvements	2013-14	62,931	100%
Community Center Backup Generator	2014	154,250	100%
Recreation and Parks Master Plan	2014-18	212,900	100%
Eisenhower Park	2019-21	6,940,727	100%
Newcastle Park	2020-23	288,313	100%
Baseball Bleachers	2022-23	1,303	100%
<b>Total</b>		<b>\$ 10,068,901</b>	

**Identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.**

The City has budgeted \$520,000 for baseball bleacher replacements, \$2,410,000 for Bonita Park concession building and \$100,000 for a walking trail at the County Park in FY 2023-24. The anticipated completion date for the bleachers will be September 2024 and early 2026 for the Bonita Park concession building. Currently, there is no estimated completion date for the walking trail at the county park. The newly anticipated completion date for Newcastle Park is December 2024.

**Description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.**

There were no interfund transfers or loans.

**Amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.**

There were no refunds nor allocations for some other purpose for which fees were collected.

## Exhibit “B”

### City of Arcadia Annual Transportation Impact Fee Report Fiscal Year 2022-23

This annual report section has been prepared pursuant to the requirements of Government Code Section 66006.

#### Description of Fees

Pursuant to Resolution No. 7151, the Transportation Impact Fee is collected to help pay for needed traffic improvements to maintain certain intersections at a Level of Service “D” or better.

#### Amount of Fees

\$1,983 per PM Peak House vehicle trip

#### Beginning and Ending Balances of the Fund and Amount of Fees Collected and Interests Earned

<b>Fiscal Year</b>	<b>Beginning Fund Balance</b>	<b>Fees Collected</b>	<b>Interest Earned</b>	<b>Expenditures</b>	<b>Other</b>	<b>Ending Balance</b>
2022-23	\$ 1,293,062	\$ 121,931	\$ 36,737	\$ (1,536,753)	\$ -	\$ (85,023)
2021-22	1,558,252	146,497	(22,166)	(389,521)	-	1,293,062
2020-21	1,795,981	230,538	6,371	(655,121)	180,483	1,558,252
2019-20	2,574,038	155,861	75,033	(1,280,422)	271,471	1,795,981
2018-19	2,955,110	517,563	101,503	(1,066,970)	66,832	2,574,038
2017-18	3,047,632	196,819	17,163	(456,785)	150,281	2,955,110
2016-17	1,977,887	1,553,561	12,414	(496,230)	-	3,047,632
2015-16	1,672,534	335,883	21,746	(69,759)	17,483	1,977,887
2014-15	1,907,326	372,853	18,975	(920,723)	294,103	1,672,534
2013-14	852,100	1,148,032	(3,707)	(94,751)	5,652	1,907,326
Before 2013	417,289	1,315,398	91,035	(3,033,646)	2,062,024	852,100
<b>Total</b>	<b>\$ 6,094,936</b>	<b>\$ 6,094,936</b>	<b>\$ 355,104</b>	<b>\$ (10,000,681)</b>	<b>\$ 3,048,329</b>	

An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

<b>Project</b>	<b>Years</b>	<b>Amount</b>	<b>% Funded by Fees</b>
Sunset Blvd. Widening	2008	240,289	61.67%
Santa Anita Intersection Improvement	2008-12	1,972,009	90.28%
Huntington Drive Capacity Improvement	2012-15	1,524,342	73.04%
Duarte Road Intersection Widening	2012-17	539,725	98.22%
Transportation Impact Fee Study	2012-17	68,124	100.00%
Land Acquisition	2015-16	144,239	10.00%
Various Miscellaneous Traffic Signal Improvements	2017-23	932,738	100.00%
Duarte and Lovell Traffic Signalization	2018-19	343,381	100.00%
Huntington Arterial Rehabilitation	2018-21	751,677	38.00%
Santa Anita Corridor Traffic Signalization	2018-23	1,695,657	100.00%
Huntington Drive and Second Ave	2019	150,000	100.00%
Sunset and Fairview Traffic Signalization	2019-20	425,861	100.00%
Baldwin Ave Traffic Signal Fiber Optic Extension	2020-22	290,051	100.00%
Colorado Street - Complete Streets	2020-23	465,232	100.00%
Traffic Signal Fiber Optics Network Extension	2021-23	245,451	100.00%
Arterial Rehabilitation - Live Oak (Santa Anita to East City Limits)	2022	159,000	14.79%
Arterial Rehabilitation - Huntington Dr (Santa Clara to 5th)	2022	1,583	100.00%
Traffic Center Upgrades	2023	19,865	100.00%
Emergency Vehicle Preemption Signal Improvements	2023	31,457	100.00%
	<b>Total</b>	<b>\$ 10,000,681</b>	

**Identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.**

The City utilizes the impact fees to fund various traffic signalization improvements and arterial rehabilitation projects on an annual basis. The projects that remain incomplete at the end of the fiscal year and their anticipated completion dates are as follows:

<b>Project</b>	<b>Estimated Completion</b>
Various Miscellaneous Traffic Signal Improvements	June 2024
Traffic Signal Fiber Optics Network Extension	September 2024
Colorado Street - Complete Streets	December 2023
Traffic Center Upgrades	June 2024

**Description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.**

There were no interfund transfers or loans.

**Amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.**

There were no refunds nor allocations for some other purpose for which fees were collected.