

# CITY OF ARCADIA

---

## City Council Regular Meeting Agenda



**Tuesday, March 19, 2024, 7:00 p.m.**

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

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

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

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

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

---

### How to Submit Public Comment:

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

1. **In-Person:** Complete a Speaker Card, indicating the agenda item number and submit it to the City Clerk prior to the meeting, or simply come to the podium when the Mayor asks for those who wish to speak. Speakers shall be limited to five (5) minutes per person. At the Mayor's discretion, the time limit may be shortened to allow all speakers to address the City Council.

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

1. **Website:** Please submit your comments using our online public comment form at [ArcadiaCA.gov/comment](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。

**1. CALL TO ORDER**

**2. INVOCATION**

Reverend Jolene Cadenbach, Arcadia Congregational Church

**3. PLEDGE OF ALLEGIANCE**

Scouts BSA Troop 333-G

**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 Scouts BSA Troop 333-G for obtaining the rank of Eagle Scout.

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

Any person wishing to speak before the City Council is asked to complete a Speaker Card and 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.

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

## 10. 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 March 5, 2024, and Special Meeting Minutes of March 9, 2024.  
CEQA: Not a Project  
Recommended Action: Approve
- b. Resolution No. 7547 amending the Fiscal Year 2023-24 Capital Improvement Program Budget and authorizing a supplemental budget appropriation for installation of new netting at Arcadia Par 3 in the amount of \$186,719.68, offset by a reduction in the Par 3 Fund; and approve a contract with KYA Services, LLC for installation of new netting at Arcadia Par 3 in the amount of \$169,745.16, plus a 10% contingency.  
CEQA: Exempt  
Recommended Action: Adopt and Approve
- c. Resolution No. 7549 approving the blanket authority to file applications for Measure A grant funds from the Los Angeles County Regional Park and Open Space District.  
CEQA: Not a Project  
Recommended Action: Adopt
- d. Professional Services Agreement with Golden Meters Service Inc. for large water meter testing, repairs, and calibration services in an amount not to exceed \$34,145.  
CEQA: Exempt  
Recommended Action: Approve
- e. Contract with American Asphalt South, Inc. for the Fiscal Year 2023-24 Annual Slurry Seal Project in the amount of \$1,201,535.  
CEQA: Exempt  
Recommended Action: Approve
- f. Contract with GRBCON Incorporated for the Valve Replacement Project in the amount of \$146,255.  
CEQA: Exempt  
Recommended Action: Approve
- g. Contract with Yunex LLC (Yunex Traffic) for the Huntington Drive Traffic Signal Improvement Project in the amount of \$534,955, plus a 10% contingency.  
CEQA: Exempt  
Recommended Action: Approve
- h. Extension to the Contract with Crosstown Electrical & Data, Inc. for extraordinary traffic signal maintenance services in the amount of \$88,407.  
CEQA: Not a Project  
Recommended Action: Approve
- i. Extension to the Contract with Sheldon Mechanical Corporation for HVAC preventative maintenance and repair services at various City facilities in an amount not to exceed \$297,970.  
CEQA: Not a Project  
Recommended Action: Approve

- j. Reject all bids received for the Baldwin Avenue Streetscape Improvement Project and direct staff to re-bid the project.  
CEQA: Not a Project  
Recommended Action: Approve

**11. ADJOURNMENT**

The City Council will adjourn this meeting to Tuesday, April 2, 2024, 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**应当由市议会审议该事项时讨论。请在**发言卡**上标明事项的议程编号。在适当的时间会叫到您的名字，您可以在五（5）分钟时限内发言。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。

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

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

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

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

**ARCADIA CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, MARCH 05, 2024**

---

**CALL TO ORDER** - Mayor Pro Tem Cao called the Closed Session to order at 5:30 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Cheng, Wang, and Cao

ABSENT: Kwan and Verlato

It was the consensus of the City Council to excuse Mayor Verlato and Council Member Kwan from this part of the meeting. It was noted for the record that Mayor Verlato and Council Member Kwan have a conflict-of-interest and had recused themselves from participating in the Closed Session.

**PUBLIC COMMENTS** – No one appeared.

**CLOSED SESSION**

- a. Pursuant to Government Code Section 54956.9(d)(4) to confer with legal counsel regarding potential litigation - one (1) case.

The Closed Session ended at 6:09 p.m.

Mayor Verlato and Council Member Kwan arrived at 6:14 p.m.

**STUDY SESSION**

- a. Report, discussion, and direction regarding a Community Event Sponsorship Policy.

Deputy City Manager Bruno provided a PowerPoint presentation. After discussion, the City Council directed staff to bring this item back to a future Study Session.

The Study Session ended at 6:58 p.m.

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

1. **CALL TO ORDER** – Mayor Verlato called the Regular Meeting to order at 7:05 p.m.

2. **INVOCATION** – Reverend John Scholte, Arcadia Community Church

3. **PLEDGE OF ALLEGIANCE** – Mayor Verlato

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

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

ABSENT: None

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

City Attorney Maurer reported that prior to the Regular Meeting the City Council met in Closed Session to discuss the one item listed on the posted agenda; and noted that due to a conflict-of-interest Mayor Verlato and Council Member Kwan recused themselves from participating.

City Attorney Maurer further reported that the City Council met in a Study Session following the Closed Session, and no reportable action was made.

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

City Manager Lazzaretto had nothing to report.

**7. PRESENTATIONS**

- a. Presentation of the 2024 Arbor Day Proclamation.
- b. Presentation of Mayor's Certificate of Commendation to Bryce Stevens for his video production of the Arcadia Beautiful Commission's 2022 and 2023 Holiday Decoration Awards.

**8. PUBLIC COMMENT** – No one appeared.

**9. 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 provided a report on the various events that he attended or will be attending as a representative of the City; and expressed the importance of public safety.

Council Member Wang announced that March is Women's History month; she provided a report on the various events that she attended or will be attending as a representative of the City; she thanked Mayor Verlato and the Downtown Arcadia Improvement Association for hosting the Lunar New Year Festival; she further thanked the Arcadia Fire Department for taking her on a ride along; and she reminded residents that daylight savings is on March 10.

Council Member Cheng requested support from two Council Members to bring the City Council's Certificate Policy to a future Study Session for evaluation and discussion; Mayor Verlato and Council Member Wang concurred with his request. He thanked City staff for their service to the community and spoke about the need to offer competitive salaries to help maintain staff.

Council Member Kwan provided a report on the various events that she attended or will be attending as a representative of the City; she thanked Mayor Verlato for her commitment to diversity and inclusivity by working with the Downtown Arcadia Improvement Association to bring cultural events to the City; she requested support from two Council Members to place an item on a future agenda regarding the homelessness in Arcadia, which was supported by Mayor Verlato. Because a second Council Member did not show interest, the request failed.

Mayor Verlato provided a report on the various events that she attended or will be attending as a representative of the City; she thanked the Downtown Arcadia Improvement Association for all their hard work in putting together the Lunar New Year Festival; and she further thanked David Arvizu and Council Member Kwan for their generous donations of lanterns and a pagoda to the Lunar New Year Festival; she indicated that the Arcadia Fire Department launched a new Basic

Live Support (“BLS”) ambulance program; and she shared photos of the East Raymond Basin, noting the importance of available water reserves.

**10. CONSENT CALENDAR**

- a. Regular Meeting Minutes of February 20, 2024.  
CEQA: Not a Project  
Recommended Action: Approve
  
- b. Purchase Order with Sierra Chevrolet of Monrovia for the purchase of one 2023 Chevrolet Silverado 4500 Stake Bed Dump with Lift Gate pickup truck in the amount of \$113,714.20.  
CEQA: Not a Project  
Recommended Action: Approve

It was moved by Mayor Pro Tem Cao, seconded by Council Member Cheng, and carried on a roll call vote to approve Consent Calendar Items 10.a through 10.b.

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

**11. CITY MANAGER**

- a. Report, discussion, and direction related to the progress of the "Huntington Plaza" mixed-use development at 117-129 E. Huntington Drive and 124-136 Wheeler Avenue and the related Development Agreement for this project.  
CEQA: Not a Project  
Recommended Action: Receive and File

Mayor Verlato and Council Member Kwan recused themselves from discussion and participation due to a potential conflict of interest and left the room.

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

Project developers, Ben Zhang, Nancy Liu, and Sam Kuo provided the City Council with a PowerPoint presentation.

The presentation was received and filed by the City Council.

Mayor Verlato and Council Member Kwan returned to the room.

**12. ADJOURNMENT**

The City Council adjourned at 8:22 p.m. to Tuesday, March 19, 2024, at 6:00 p.m. in the City Council Conference Room.

  
\_\_\_\_\_  
Rachelle Arellano  
Assistant City Clerk

**ARCADIA CITY COUNCIL  
SPECIAL MEETING MINUTES  
SATURDAY, MARCH 9, 2024**

---

**CALL TO ORDER** – Mayor Verlato called the Special Meeting to order at 8:35 a.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

ABSENT: None

**PUBLIC COMMENTS** – No one appeared.

**CLOSED SESSION**

- a. Pursuant to Government Code Section 54957.6 to confer with labor negotiators.

City Negotiators: City Manager Dominic Lazzaretto, Assistant City Manager/Development Services Director Jason Kruckeberg, Interim Administrative Services Director Henry Chen, and Interim Human Resources Director Anely Williams.

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.

Council Member Kwan left the meeting at 3:05 p.m.

Council Member Wang left the meeting at 5:05 p.m.

The Special Meeting ended at 5:25 p.m.

No reportable action was taken.



---

Linda Rodriguez  
Assistant City Clerk



# STAFF REPORT

Public Works Services Department

**DATE:** March 19, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Carmen Masud, Deputy Public Works Director

**SUBJECT:** RESOLUTION NO. 7547 AMENDING THE FISCAL YEAR 2023-24 CAPITAL IMPROVEMENT PROGRAM BUDGET AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR INSTALLATION OF NEW NETTING AT ARCADIA PAR 3 IN THE AMOUNT OF \$186,719.68, OFFSET BY A REDUCTION IN THE PAR 3 FUND; AND APPROVE A CONTRACT WITH KYA SERVICES, LLC FOR INSTALLATION OF NEW NETTING AT ARCADIA PAR 3 IN THE AMOUNT OF \$169,745.16, PLUS A 10% CONTINGENCY

**CEQA: Exempt**

**Recommendation: Adopt and Approve**

## **SUMMARY**

The Public Works Services Department (“PWSD”) is responsible for ensuring that the Arcadia Par 3 Golf Course facility and grounds are properly maintained. The City of Arcadia has a management agreement with Touchstone Golf, LLC (“Touchstone”) for the management of the course. The agreement includes setting aside a portion of gross revenues to be used for improvements to the Arcadia Par 3 Golf Course facilities and/or grounds. The range netting at the golf course needs replacement. Utilizing California Multiple Award Schedules (“CMAS”), a cooperative purchasing program, enables the City to streamline the procurement process and receive the best price possible.

It is recommended that the City Council adopt Resolution No. 7547 amending the Fiscal Year 2023-24 Capital Improvement Program budget and authorizing a supplemental budget appropriation for the installation of new netting at Arcadia Par 3 in the amount of \$186,719.68, offset by a reduction in the Par 3 Fund; and approve a contract with KYA Services, LLC for the installation of new netting at Arcadia Par 3 in the amount of \$169,745.16, along with a 10% contingency.

## **BACKGROUND**

The Arcadia Par 3 Golf Course opened in 1962. It hosts an 18-hole course over 1,947 yards and sits on approximately 26 acres. Weather permitting, the golf course is open for

business at least 12 hours per day, 360 days per year. Both the driving range and golf course are equipped with lighting for night play. Over the years, the Par 3 Golf Course driving range has become very popular and is heavily utilized. For example, in November 2023, December 2023, and January 2024, the average monthly Par 3 Golf Course revenue totaled \$165,500. Of that revenue, approximately \$72,000 was generated each month from the driving range alone. The PWSD is responsible for ensuring that the Arcadia Par 3 Golf Course facility and grounds are properly maintained. After inspecting the Par 3 Golf Course facility to determine if improvements are needed, it was determined that the netting at the Par 3 Golf Course driving range requires a full replacement.

### **DISCUSSION**

The netting at the Arcadia Par 3 Golf Course driving range was previously replaced in early 2000. The netting is now starting to deteriorate to the point that it continues to tear regularly. The City and Touchstone have made numerous efforts to temporarily repair the netting using zip ties and/or hog rings and have budgeted funds for the purchase of netting panels to cover any major ripped sections. Continuing to place panels of netting on the Par 3 driving range netting will only cause additional damage and can create a safety issue. As such, it is imperative to complete a full netting replacement. Per the City of Arcadia's management agreement with Touchstone, 2.5% of gross revenues are set aside for future facility improvements. The current fund balance set aside for such improvements is \$258,786. A portion of these funds will be used to replace the existing netting with a polyester netting that has the best resistance to UV breakdown. The netting will also have a favorable rating for abrasion resistance and will carry a 10-year warranty.

The California Government Code authorizes public agencies to participate in cooperative purchasing agreements such as those established by CMAS, while remaining within the City's adopted rules and procedures for purchasing. By utilizing a cooperative purchasing program, the City is able to streamline the procurement process for these services at a lower cost than the traditional competitive bidding process. CMAS has awarded a contract to KYA Services, LLC for a series of specialized construction related services, which includes netting installation. The bidding process and the contract with KYA Services, LLC has been reviewed by the PWSD and it has been determined to meet the City's procurement requirements. Attached is a copy of the proposed Short Form Construction contract.

### **ENVIRONMENTAL ANALYSIS**

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

**FISCAL IMPACT**

Funds in the amount of \$20,000 were budgeted in the FY 2023-24 Capital Improvement Plan for panels of netting to replace damaged sections. However, it is imperative to complete a full netting replacement instead. The total cost for new netting and installation of the netting is \$169,745.16. In addition, a standard 10%, or 16,974.52 contingency is recommended to cover potential unforeseen costs or circumstances. Therefore, a supplemental appropriation of \$186,719.68 is being requested from the Par 3 Fund; no General Fund monies will be needed for this Project. The City of Arcadia’s management agreement with Touchstone indicates that 2.5% of gross revenues are set aside for future facility improvements and the current Par 3 fund balance is \$258,786. This fund balance does not include revenues from the current fiscal year as the fund will be allocated at the end of June, before the new fiscal year begins. Therefore, sufficient funds are available for this improvement.

**RECOMMENDATION**

It is recommended that the City Council determine that this project is exempt per Section 15301(d) of the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7547 amending the Fiscal Year 2023-24 Capital Improvement Program Budget and authorizing a supplemental budget appropriation for installation of new netting at Arcadia Par 3 in the amount of \$186,719.68, offset by a reduction in the Par 3 Fund; and approve a contract with KYA Services, LLC for installation of new netting at Arcadia Par 3 in the amount of \$169,745.16, plus a 10% contingency.

Approved:

  
Dominic Lazzaretto  
City Manager

Attachments: Resolution No. 7547  
Proposed Short Form Construction Contract  
CMAS Contract

RESOLUTION NO. 7547

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2023-24 CAPITAL IMPROVEMENT PROGRAM BUDGET AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR INSTALLATION OF NEW NETTING AT ARCADIA PAR 3 IN THE AMOUNT OF \$186,719.68, OFFSET BY A REDUCTION IN THE PAR 3 FUND

WHEREAS, the Public Works Services Department ("PWSD") is responsible for ensuring that the Arcadia Par 3 Golf Course facility and grounds are properly maintained; and

WHEREAS, per the City of Arcadia's management agreement with Touchstone, 2.5% of gross revenues are set aside for future facility improvements; and

WHEREAS, installation of new netting would improve; and

WHEREAS, the cost for installation of new netting at Arcadia Par 3 is \$169,745.16; and

WHEREAS, staff recommends that the City Council approve a 10% or \$16,974.52 contingency to cover potential costs or circumstances; and

WHEREAS, the Project was not included in the FY23-24 Capital Improvement Program and requires an appropriation of funds from the Par 3 Fund in the amount of \$186,719.68 (the base amount of the installation cost, \$169,745.16, plus the 10%, \$16,974.52 to cover contingency costs); and

WHEREAS, the City Manager has certified that there are sufficient funds available in the Par 3 Fund for appropriation.

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

SECTION 1. The sum of one hundred eighty-six thousand seven hundred nineteen and sixty-eight cents (\$186,719.68) is hereby appropriated, offset with an equal reduction in the Par 3 Fund.

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

Passed, approved and adopted this 19th day of March, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF ARCADIA  
CONSTRUCTION CONTRACT  
INSTALLATION OF NEW NETTING  
AT ARCADIA PAR 3**

**1. PARTIES AND DATE.**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Arcadia, a public agency of the State of California ("City") and **KYA Services, LLC**, a California Limited Liability Company, with its principal place of business at **1800 E. McFadden Avenue, Santa Ana, CA 92705** ("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 **golf course netting** 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: **B and D12**.

2.3 Project. City desires to engage Contractor to render such services for the Arcadia Par 3 ("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 **Fourteen (14) working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **Sixteen Hundred Dollars (\$1,600.00) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

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

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and

obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **One Hundred Sixty-Nine Thousand, Seven Hundred Forty-Five Dollars and Sixteen Cents (\$169,745.16)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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

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

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion

date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

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

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

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$25,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's

principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

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

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

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

3.7.13 Contractor and Subcontractor Registration. If the Total Contract Price exceeds \$25,000, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the

foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

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

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or

other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

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

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

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

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

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 **Laws and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner

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

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

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

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

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

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

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

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

### 3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

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

otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

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

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

3.10.3.2 List of documents relating to claim:

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

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

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

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

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

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

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

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

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

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

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

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

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

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time

within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

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

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

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

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

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

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

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or

be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

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

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

### 3.13 Insurance.

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

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor

shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

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

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

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

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (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:**

KYA Services, LLC  
1800 E. McFadden Avenue  
Santa Ana, CA 92705  
Attn: Fernando Saldana, Project Manager

**CITY:**

City of Arcadia  
240 West Huntington Drive  
Arcadia, California 91066  
Attn: Carmen Masud, Deputy Public Works Services Director

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 KYA SERVICES, LLC**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF ARCADIA

KYA SERVICES, LLC

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

ATTEST:

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

APPROVED AS TO FORM:

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

## EXHIBIT "A"

### SERVICES / SCHEDULE

The project plan and proposal, **KYA Services, LLC Proposal Number: P-0100189**, are incorporated into this Contract. Services shall include but not limited to the following:

#### **Scope of Work**

This project covers all labor, tools, equipment, materials, services, licensed/certified technicians, and meet City insurance requirements to remove and replace the Arcadia Par 3 Golf Course driving range netting.

#### **Services shall include:**

- Replacement of netting – Netting will measure approximately 1,950 linear feet and vary in height from 24'-50' tall. For the most part, the current netting is 50' in height, with only a few sections that are 24' tall. The linear foot breakdown of the netting is as follows:
  - 240 linear feet of 24' tall netting
  - 1,710 linear feet of 44' tall netting
- New netting must be LFS #930 UV treated polyester with sewn in vertical, horizontal, and perimeter rib lines.
- The netting that will be replaced must be removed from the Arcadia Par 3 Golf Course and be properly disposed of.
- Replace the 60 linear foot section of support cable with a 60 linear foot new cable hardware.
- Replace the 60 linear foot section of support cable with a 60 linear foot new cable hardware.

**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.

**KYA SERVICES, LLC**

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 **KYA Services, LLC**, (hereinafter referred to as the "Contractor") **Contract No. : \_\_\_\_\_** an agreement for **Installation of New Netting at Arcadia Par 3 Project** (hereinafter referred to as the "Project").

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

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

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of **One Hundred Sixty-Nine Thousand, Seven Hundred Forty-Five Dollars and Sixteen Cents (\$169,745.16)**, 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 **March 19, 2024** has awarded to **KYA Services, LLC** hereinafter designated as the "Principal," a contract for the work described as follows:

**Installation of New Netting at Arcadia Par 3 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 **One Hundred Sixty-Nine Thousand, Seven Hundred Forty-Five Dollars and Sixteen Cents (\$169,745.16)** 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.

State of California

# MULTIPLE AWARD SCHEDULE

## NON-MANDATORY

# KYA Services, LLC

CMAS NUMBER:	<b>4-20-78-0089C</b>
SUPPLEMENT NUMBER:	5
CMAS TERM DATES:	02/26/2020 through 02/10/2025
EFFECTIVE DATE:	11/22/2023
CMAS CATEGORY:	Non-Information Technology Commodities
APPLICABLE CMAS TERMS & CONDITIONS:	<a href="#">March 1, 2023</a>
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<a href="#">47QSMA20D08P7</a>
BASE SCHEDULE HOLDER:	KYA Services LLC
PROGRAM ANALYST	John Dickinson <a href="mailto:John.Dickinson@dgs.ca.gov">John.Dickinson@dgs.ca.gov</a>

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, removal, disposal, preparation, installation, maintenance, and repair of park and playground equipment, commercial flooring, pre-engineered and prefabricated buildings and structures for storage solutions, hardware and tools, heating, ventilation, and air conditioning (HVAC), energy-efficient lighting, power distribution equipment, complete daycare, preschool and classroom solutions, and signs. (See page 4 through 10 for the job titles and restrictions applicable to this CMAS.)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

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

- 1) Update the “Available Products and/or Services” and “Excluded Products and/or Services” provisions.
- 2) Update the California Contractor’s License Classes in the “Public Works (Installation Services Only)” provision.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

Supplement 5 replaces the original CMAS and the previous supplements in their entirety.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: [State Contracts Index Listing](#). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer’s or publisher’s warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

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

State agencies cannot use this CMAS to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the [CALPIA website](#). A copy of the approved exemption must be kept with the purchase order in the procurement file for audit purposes.

**CMAS RESTRICTION FOR CARPET PURCHASES**

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

**IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE**

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read pages 26 through 35 entitled “Information Regarding the Purchase and Installation of Carpet and Other Floor Coverings” to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider not using this multiple award schedule.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**CMAS PRODUCT & SERVICE CODES**

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

- Brand-Act Global
- Brand-Bentley
- Brand-Quick Crete
- Brand-Tandus
- Building-Prefab Structure-Medical
- Floor Cov-Broadloom Carpet
- Floor Cov-Hardwood
- Floor Cov-Sport Flooring
- Floor Cov-Synthetic Turf
- Floor Cov-Vinyl Sheeting/Tile
- Playground-Equip
- Sport Surface-Synthetic Track

**AVAILABLE PRODUCTS AND/OR SERVICES**

This CMAS provides for the purchase, warranty, removal, disposal, preparation, installation, maintenance, and repair of park and playground equipment, commercial flooring, pre-engineered and prefabricated buildings and structures for storage solutions, hardware and tools, heating, ventilation, and air conditioning (HVAC), energy-efficient lighting, power distribution equipment, complete daycare, preschool and classroom solutions, and signs.

Only the following services are available within the scope of this CMAS:

- Standard Floor Preparation (So Cal)
- Standard Floor Preparation (Sac)
- Standard Floor Preparation (Bay Area)
- Excessive Floor Preparation (So Cal)
- Excessive Floor Preparation (Sac)
- Excessive Floor Preparation (Bay Area)
- Field Repairs
- Removal of Playground Equipment
- Application of Playground Equipment
- Standard Floor Prep
- Furniture R&R
- Toilet Removal
- Turf Removal
- Turf Application (Standard)
- Turf Application (Non- Standard)
- Concrete Curb
- Natural Sod Removal
- Poured-In-Place Removal
- Poured-In-Place Application
- Natural Sod Application

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

Poured-In-Place Repair  
Aggregate Base Removal  
Aggregate Base Application  
Logo Application  
Track Surface Repair  
Track Surface Re-Top  
Track Surface Complete Application  
Track Surface Refresh  
Structural Spray Black  
Structural Spray Color  
Base Mat w/ Structural Spray Black  
Base Mat w/ Structural Spray Color  
Polyurethane Sandwich System  
Polyurethane Full Pour  
Track Maintenance  
Substrate Prep  
Substrate Compaction  
Trenching  
Clear, Grub and Haul  
Staking  
Goal Post Application  
Drainage Application  
Application of Sports Pad  
Application of Playground Pad  
Application of Infill  
Application of Headerboard  
Removal of Existing Surface  
Application of Rubber Playground Tiles  
Standard Synthetic Turf Maintenance  
Premium Synthetic Turf Maintenance  
Application of Asphalt  
Application of Concrete  
Perimeter saw cut  
Application of tree wells  
Application of mulch  
Application of decomposed granite  
Application of irrigation  
Perimeter pip removal  
Asphalt saw cut  
Application of sealer  
Re-grading base  
Application of ramp  
Application of grout  
Scarification  
Application of seeded rock  
Demo Glue Down Carpet / Carpet Tile  
Demo Powerbond Carpet/ Vinyl Backed

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

Demo Carpet over Pad  
Demo Sheet Vinyl  
Demo VCT/LVT  
Demo Rubber  
Skim Coat  
Grind Floor  
Application of Carpet Tile  
Application of Powerbond Carpet  
Application of Carpet Over Pad  
Lift Application of Carpet Tile  
Application of Sheet Vinyl  
Self Cove  
Application of Linoleum  
Heat Weld  
Application of LVT  
Application of VCT  
Application of Rubber Tile  
4" Rubber Base  
6" Rubber Base  
Vinyl Transition Strips  
Moisture Test  
Outside Corner Installation  
Removal of Degraded Seal Coats  
Application of Moisture Barrier  
Demo Ceramic Tile  
Application of HVT  
Expediting Service  
Application of Self- Level Compound  
Application of Ceiling Tiles  
Surface Preparation for Finish  
Application of Lamp Lens  
Application of Retrofit LED Kit  
Application of Tackboard  
Application of Sound Wall  
Application of Thermostats  
Dumpster Service  
Demo Existing Wood Flooring < 5,000sf  
Demo Existing Wood Flooring > 5,000sf  
Install Wood Flooring < 5,000sf  
Install Wood Flooring > 5,000sf  
Install Wood Subfloor < 5,000sf  
Install Wood Subfloor > 5,000sf  
Install Visqueen Vapor Retarder  
Shim Flooring < 5,000sf  
Shim Flooring > 5,000sf  
Slab infill < 5,000sf  
Slab infill > 5,000sf

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

Install Threshold  
Install Floor Lids  
Install Vent Cove Base

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule.

Only the following job titles are available within the scope of this CMAS:

Floor Covering Journeyman (So Cal)  
Floor Covering Level 1 (So Cal)  
Floor Covering Level 2 (So Cal)  
Floor Covering Level 3 (So Cal)  
Floor Covering Level 4 (So Cal)  
Floor Covering Level 5 (So Cal)  
Floor Covering Level 6 (So Cal)  
Floor Covering Level 7 (So Cal)  
Floor Covering Level 8 (So Cal)  
Floor Covering Journeyman (Bay Area)  
Floor Covering Level 1 (Bay Area)  
Floor Covering Level 2 (Bay Area)  
Floor Covering Level 3 (Bay Area)  
Floor Covering Level 4 (Bay Area)  
Floor Covering Level 5 (Bay Area)  
Floor Covering Level 6 (Bay Area)  
Floor Covering Level 7 (Bay Area)  
Floor Covering Level 8 (Bay Area)  
Floor Covering Journeyman (Sac)  
Floor Covering Level 1 (Sac)  
Floor Covering Level 2 (Sac)  
Floor Covering Level 3 (Sac)  
Floor Covering Level 4 (Sac)  
Floor Covering Level 5 (Sac)  
Floor Covering Level 6 (Sac)  
Floor Covering Level 7 (Sac)  
Floor Covering Level 8 (Sac)  
Carpenter Journeyman  
HVAC Installer  
HVAC Laborer  
HVAC Technician  
Site Assessment Coordinator  
Tile Layer Journeyman

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

The ordering agency must verify the following current information about the job titles available in the base schedule at the General Services Administration (GSA) eLibrary:

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)

**FIND BASE SCHEDULE PRICING**

Once on the Contractor Information page for a specific GSA schedule, the pricelist can be found either in the Contractor Terms & Conditions (T&Cs)/Pricelist document or at GSA Advantage. The Contractor T&Cs/Pricelist document is provided by the contractor as a requirement of GSA and can be found under the Contractor T&Cs/Pricelist heading by clicking on the page icon.

If the contractor has products/services available for ordering on GSA Advantage, a 'GSA Advantage' icon will be displayed. By clicking this image link, this will execute a search against GSA Advantage. Depending on the category, whether product or service related, will return either:

- 1) If products, a listing of all products available for the contractor under this contract
- 2) If services, the same document provided under the column Contractor T&Cs/Pricelist by clicking View Contractor Information and then View Contractor Catalog.

**EXCLUDED PRODUCTS AND/OR SERVICES**

The following products and services are not available under this CMAS:

- The purchase of Information Technology (IT) hardware
- Non-Information Technology consulting services
- Public works services for State Agencies
- Surveillance Systems
- Security and Detection Systems
- Physical Access Control Systems
- Complete Facilities Maintenance and Management
- Smart Buildings Systems Integrator
- Paint Custom Graphics/Letters
- Re-Paint Existing Game Lines
- Court Design Service
- Application of replica plants
- Application of cobble stone
- Application of woodchips
- Application of boulders
- Application of slurry
- Striping -asphalt
- Natural tree - small
- Natural tree - med
- Natural - large
- Application of natural plants
- Application of pavers

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

Specialty Equipment Service  
GMAX Testing Procedure  
Performance Testing Procedure  
HIC Testing Procedure  
Application of Interior Paint  
Application of Exterior Paint  
Field Surveyor Service  
Application of Window Treatment  
Storage Service  
Water Base Wood Floor Refinishing < 5000sf  
Water Base Wood Floor Refinishing > 5,000sf  
Oil Base Wood Floor Refinishing < 5000sf  
Oil Base Wood Floor Refinishing > 5,000sf  
Sand & Refinish Wood Flooring < 5,000sf  
Sand & Refinish Wood Flooring > 5,000sf  
Patch Wood Flooring < 5,000sf  
Patch Wood Flooring > 5,000sf  
Application of Additional Finish Coat  
Paint Basketball Court  
Paint Volleyball Court  
Paint Badminton Court  
Paint Pickleball Court  
Paint/Stain Floor  
Air Cooled Chiller Services – Annual Cost per Chiller  
Water Cooled Screw and Centrifugal Chiller Services – Annual Cost per Chiller  
Water Cooled Magnetic Bearing Chiller Services – Annual Cost per Chiller  
Heat Exchanger Services – Annual Cost per Heat Exchanger  
Air Compressor Services – Annual Cost per Air Compressor  
VFD's and Pump Services – Annual Cost per VFD and Pump  
Air – Water Separator Services – Annual Cost per Separator  
Electric Vehicle (EV) Charging Basic - 240 V - Up to 400A  
Electric Vehicle (EV) Charging Basic - 480 V - 400 to 2000A  
Electric Vehicle (EV) Charging Stations - Level II - 240V  
Electric Vehicle (EV) Charging Stations – Level III - 480V  
Energy Efficiency Assessment 1  
Energy Efficiency Assessment 2  
Energy Efficiency Assessment 3  
Roof Mount Solar Option #1  
Ground Mount Solar Option #2  
Solar Carport Option #3  
Flooring Project Manager  
Flooring Site Supervisor  
Flooring Project Coordinator  
Flooring Project Estimator  
Turf Project Manager  
Turf Site Supervisor  
Turf Project Coordinator

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

Turf Project Estimator  
Rendering Coordinator  
Procurement Coordinator  
Submittals Coordinator  
Plumber/HVAC/Electrician  
General Laborer Journeyman  
General Laborer Material Handler Level 1  
Drywall Installer Journeyman  
Communications System Installer  
Plasterer Journeyman  
Quality Control Supervisor  
Safety Coordination Manager  
Construction Project Supervisor  
Project Specification Consultant  
Project Design Consultant  
Cement Mason Journeyman  
Drywall Lather Journeyman  
Operating Engineer Journeyman  
A/V Installer  
HVAC Project Manager  
Installer - Access Systems  
Technician - Access Systems  
Project Manager - Access Systems  
Project Engineer - Access Systems  
EV Installer  
EV Technician  
EV Project Manager  
EV Project Engineer  
Construction Laborer - Site Clean Up and Management  
Construction Laborer - Journeyman  
Construction Laborer - Skilled and Trained  
Construction Laborer - Apprentice  
Construction Laborer - Equipment Operator  
Order-Level Materials (OLM)

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**KYA Services, LLC  
1800 E McFadden Avenue  
Santa Ana, CA 92705-4708  
Attn: Lisa Chavez**

**E-mail: [lisa.chavez@thekyagroup.com](mailto:lisa.chavez@thekyagroup.com)**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

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

**Contact:** Lisa Chavez  
**Phone:** (714) 659-6477  
**E-mail:** [lisa.chavez@thekeyagroup.com](mailto:lisa.chavez@thekeyagroup.com)  
**Website:** <https://www.thekeyagroup.com/>

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 102369022. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this CMAS is \$2,500.

**CMAS PRICES**

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

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

**PRICE DISCOUNTS**

This CMAS contains dollar volume and prompt payment discounts. See the base schedule for the specific discount percentage.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**DARFUR CONTRACTING ACT**

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

**IRAN CERTIFICATION**

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency’s responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

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

**WARRANTY**

For warranties, see the base schedule and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

CMAS contractor personnel shall have the experience, education, and expertise as defined in the base schedule.

**DELIVERY**

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

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

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

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

Traffic Management Unit (TMU) approval is not required for any Leveraged Procurement Agreement negotiated by DGS; however, it is recommended that state agencies contact TMU for a freight weight comparison using the [Freight Analysis Worksheet](#) on the TMU website, under the "Forms" heading to ensure the state is getting the most reasonable shipping cost.

Note: If shipping charges for purchases weighing less than 100 lbs. appear to be excessive (e.g., \$500 for a 5 lb. package where the shipping charge is a percentage of the cost of the item being purchased), departments are encouraged to contact TMU for help to obtain more appropriate pricing. TMU contact information can be found at the [TMU website](#).

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

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

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority website](#).

**HOW TO USE CMAS**

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select “Find a CMAS Contractor.”
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**AGENCY RESPONSIBILITY**

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

**CONFLICT OF INTEREST**

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

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

**ORDERING PROCEDURES**

**1. Purchase Orders**

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

a. State Departments:

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

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

b. Local Government Agencies:

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

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

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

## **2. Service and Delivery after CMAS Expiration**

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

## **3. Multiple CMAS Agreements on a Single Purchase Order**

State agencies wishing to include multiple CMAS agreements on a single FISCAL purchase order must adhere to the following guidelines:

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

## **4. Amendments to State Agency's Purchase Orders**

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

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

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

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

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

**SMALL BUSINESS/DVBE - TRACKING**

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

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
    - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

- ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and
  - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
  - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**WITHHOLD LANGUAGE (SB588)**

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

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

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

**PRODUCT SUBSTITUTIONS**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**NEW EQUIPMENT REQUIRED**

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

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

**SPECIAL MANUFACTURED GOODS**

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

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

**TRADE-IN EQUIPMENT**

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

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

**STATE AGENCY BUY RECYCLED CAMPAIGN**

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

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

**ACCEPTANCE TESTING CRITERIA**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**PRODUCT INSTALLATION**

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

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

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

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

Local Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

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

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

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

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

**State Contractor’s License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the State Contractor’s License Board website to verify that the Contractor’s License shown below is still active and in good standing.

The CMAS contractor’s California Contractor’s License number is 984827. This is a Class C15 - Flooring And Floor Covering, B - General Building, C-61 / D12 - Synthetic Products, A - General Engineering, C20 - Warm-Air Heating, Ventilating and Air-Conditioning, and C10 - Electrical license that is valid through 06/30/2025.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

Contractors must be authorized providers of the products and/or services they offer under the NSP Items provision.

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

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

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

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

The contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

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

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

**SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS**

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

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

**ORDER OF PRECEDENCE**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**PAYMENTS AND INVOICES**

This CMAS contains prompt payment discounts. See the base schedule for the specific discount percentage.

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

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

**2. Payee Data Record (Standard 204)**

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

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

**Orders from Local Government Agencies:**

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

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

For more information on the incentive fees see the [CMAS Management Guide](#).

**4. Contractor Invoices**

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

- CMAS number
- Agency purchase order number

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

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

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

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

### **5. Advance Payments**

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

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

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

### **6. Credit Card**

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

### **7. Leasing/Financing**

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

### **8. Leasing**

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMarT and/or Lease SMarT). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMarT Unit via e-mail at [SFM@dgs.ca.gov](mailto:SFM@dgs.ca.gov) for further information.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**9. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

**OBTAINING COPY OF CMAS**

A copy of this CMAS can be obtained at [Cal eProcure](#). Links to the CMAS terms and conditions and base schedule are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

**FEDERAL DEBARMENT**

When federal funds are expended, the agency is required to obtain (retain in file) a signed "[Federal Debarment](#)" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**AMERICANS WITH DISABILITY ACT**

To view the [DGS Accessibility Policy](#), please visit the DGS website.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**Information Regarding the Purchase and Installation of Floor Coverings**

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

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

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

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

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

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

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

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

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5  
ESTIMATED CARPET INSTALLATION COSTS**

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5  
CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**SAMPLE A**

**CONTRACTORS' LICENSE REQUIREMENTS**

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

Supplier's Contractor's License Number: \_\_\_\_\_

License Issued to Whom: \_\_\_\_\_

Class / Type of License: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

Work to be Performed: \_\_\_\_\_

Subcontractor's Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License Number: \_\_\_\_\_

Class / Type of License: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

Work to be Performed: \_\_\_\_\_

**WORKMEN'S COMPENSATION CERTIFICATION**

The undersigned hereby certifies the following:

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

\_\_\_\_\_  
Signature of Supplier

\_\_\_\_\_  
Date

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

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

BOND Number: \_\_\_\_\_

The premium on this bond is \_\_\_\_\_ for the term \_\_\_\_\_

**Know All Men By These Presents:**

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

Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**SAMPLE B**

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

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

\_\_\_\_\_  
(NAME OF SURETY) (ADDRESS)

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

Executed in \_\_\_\_\_ on \_\_\_\_\_  
(CITY AND STATE) (DATE)

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**SAMPLE C**

**CARPET INSTALLATION REQUIREMENTS**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
 KYA SERVICES, LLC  
 CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 5**

**SAMPLE C (continued)**

Carpet Installation Instructions Continued

**COORDINATION AND INSPECTION OF WORK**

\_\_\_\_\_ **Site Inspection:**

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

\_\_\_\_\_ **Installation Coordination:**

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

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

\_\_\_\_\_ **Inspection of Installation Work:**

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

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

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

\_\_\_\_\_ (Name) \_\_\_\_\_, (Title) \_\_\_\_\_,

will be responsible for performing initial, continuing, and final inspection of the installation work by the supplier.



# STAFF REPORT

Public Works Services Department

**DATE:** March 19, 2024

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** RESOLUTION NO. 7549 APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR MEASURE A GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
**CEQA: Not a Project**  
**Recommendation: Adopt**

## **SUMMARY**

The Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure of 2016 (“Measure A”) provides local funding for park, recreation, and open space projects, and their maintenance through an annual special tax on all taxable real property in the County. The Los Angeles County Regional Park and Open Space District (“RPOSD”) is responsible for implementing and administering Measure A funds. In order to submit grant applications to RPOSD, the City Council must certify, by resolution, the blanket authority to apply for Measure A grant funds.

It is recommended that the City Council adopt Resolution No. 7549 approving the blanket authority to file applications for Measure A grant funds from the Los Angeles County Regional Park and Open Space District.

## **BACKGROUND**

On August 1, 2017, the City Council adopted the Recreation and Parks Master Plan, which is a guiding policy document. The Recreation and Parks Master Plan includes recommendations for prioritizing future options that account for growth, development, and implementation strategies related to parks and recreation facilities. The Recreation and Parks Master Plan identified over \$60 million in potential improvements to parks throughout the City, which included \$51.5 million in proposed projects on City property and an additional \$9 million for projects at the Arcadia County Park. The key sources of proposed funding for these projects include County, State, and Federal grants, the City’s Parks Impact Fee, and Capital Improvement Project Funds.

## **DISCUSSION**

The Los Angeles County Regional Park and Open Space District oversees and administers Measure A funding. Through an annual special tax on properties throughout Los Angeles County, Measure A provides funding for projects that repair and upgrade parks and recreational facilities; create new parks; preserve and protect open spaces and beaches; and support recreational programming. The City has a total of \$1,364,500 of Measure A funds available through the program's formula-based allocations. On average, Arcadia's annual allocation of Measure A funds is approximately \$230,000.

The Public Works Services Department ("PWSD") carefully reviewed the program requirements and has identified the Baseball Field Bleacher Project, part of the Recreation and Parks Master Plan, as an eligible project for Measure A funds. The Baseball Field Bleacher Project will include the installation of new bleachers with ADA seating and improved safety rails at Bonita Park and Hugo Reid Park. In addition, the Project will include the installation of shading canopies over the new bleachers to improve sun and heat protection for park visitors. On January 17, 2023, the City Council approved a contract with ACE Construction, Inc. for the Project in the amount of \$866,000. PWSD staff will submit a grant application for the cost of the Project. This action will temporarily reduce the City's available Measure A funds to approximately \$498,500. As future eligible City parks and recreation projects become shovel ready, PWSD staff will submit grant applications to utilize available Measure A funds.

To submit grant applications, the City Council must certify, by resolution, the approval to submit applications to the Los Angeles County Regional Park and Open Space District.

## **ENVIRONMENTAL ANALYSIS**

The proposed action of approving grant applications 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 per section 15061(b)(3) of the CEQA Guidelines.

## **FISCAL IMPACT**

The Baseball Field Bleacher Project was budgeted in the FY 2022-23 Capital Improvement Program and has a total cost of \$866,000. If successful, the Measure A grant application for the Project is expected to reimburse the City for the full cost of the Project. Additional grant applications will be submitted to RPOSD to fully utilize the City's available Measure A funding.

**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 adopt Resolution No. 7549 approving the blanket authority to file applications for Measure A funds from the Los Angeles County Regional Park and Open Space District.

Approved:

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

Attachment: Resolution No. 7549

RESOLUTION NO. 7549

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR MEASURE A GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of Arcadia to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City of Arcadia must comply with; and

WHEREAS, the City of Arcadia will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

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

SECTION 1. The City of Arcadia is authorized to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs.

SECTION 2. Certifies that the City of Arcadia understands the assurances and will comply with the assurances in the application form.

SECTION 3. Appoints the City Manager, Public Works Services Director, and/or his designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

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

[SIGNATURES ON THE NEXT PAGE]


Passed, approved and adopted this 19th day of March, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# STAFF REPORT

Public Works Services Department

**DATE:** March 19, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: John Corona, Utilities Superintendent

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH GOLDEN METERS SERVICE INC. FOR LARGE WATER METER TESTING, REPAIRS, AND CALIBRATION SERVICES IN AN AMOUNT NOT TO EXCEED \$34,145  
**CEQA: Exempt**  
**Recommendation: Approve**

## SUMMARY

The Public Works Services Department (“PWSD”) is responsible for all water meters in the City’s water system and has developed a large water meter testing program for the purpose of achieving meter accuracy, reaching water conservation goals, and reducing water loss. To ensure the City is receiving the highest quality of service and most competitive pricing for these services, the PWSD solicited a formal Request for Proposals (“RFP”) for water meter testing, repair and calibration services.

Based on the evaluated proposals, it is recommended that the City Council authorize and direct the City Manager to execute a Professional Services Agreement with Golden Meters Service Inc. for large water meter testing, repair, and calibration services in an amount not to exceed \$34,145, with three optional one-year extensions.

## BACKGROUND

The PWSD provides water service to more than 56,000 residents in the City of Arcadia through approximately 14,000 service connections and is responsible for maintenance of the water meters in the system. The PWSD identified 131 large water meters that need to be tested. The meters range from 3-inch to 8-inch and are comprised of Turbine, Compounds, Octaves, and Fire Service meters. Although the PWSD is responsible for the daily operation and maintenance of the City’s water supply system, certain maintenance or repair tasks like large water meter testing and calibration services require expertise and equipment that the City does not have.

Water meters should be tested and calibrated regularly in accordance with the guidelines recommended by the American Water Works Association. Testing water meters ensures that the City has accurate information to be able to quantify water loss, pinpoint leaks, locate pressure problems, identify water use, and accurately collect revenues. Unfortunately, water meters can lose their sensitivity over time and fail to accurately monitor water consumption. To ensure water is being accounted for accurately, it is imperative to undertake a large water meter testing program.

## **DISCUSSION**

A notice requesting proposals was published in accordance with City Council Resolution No. 7483, and Request for Proposal packages were provided to companies knowledgeable in water meter testing and calibration services. On February 27, 2024, the City Clerk received three proposals. The results of the evaluation with each firm's ranking and proposed cost are as follows:

<b>RANK</b>	<b>COMPANY</b>	<b>LOCATION</b>	<b>COST</b>
1.	Golden Meters Service Inc.	Fullerton, CA	\$34,145
2.	McCall's Meters Inc.	Hemet, CA	\$88,389
3.	Taylor Meter Technologies	Bakersfield, CA	\$38,550

The proposals received were evaluated based on experience, qualifications, understanding of the needs of the City, proposed approach, and cost. While reviewing the proposals, staff found that McCall's Meters Inc.'s proposal was significantly higher than the other two proposals received. To make sure that all proposals were equally evaluated, staff contacted McCall's Meters Inc. to verify their proposal cost. McCall's Meters Inc. indicated that their repair costs are equal to a total meter replacement, making their proposal significantly higher than the other two proposals received.

After careful review of all proposals, it was determined that Golden Meters Service Inc. demonstrated experience in providing the specific services requested. They have also provided similar services to other public agencies such as the Main San Gabriel Basin Water Master, La Habra Heights County Water District, and the City of Westminster. Golden Meters Service Inc. has also successfully provided services to the City of Arcadia, previously.

## **ENVIRONMENTAL ANALYSIS**

This project involves the replacement and minor alteration of an existing utility system with no expansion of the system and, therefore, qualifies as a Class 2 categorical exemption per Section 15302(2) of the California Environmental Quality Act ("CEQA").

**FISCAL IMPACT**

To ensure the total amount of large meters would be tested, the City's Request for Proposals provided estimated quantities and allows for additional meters to be tested according to the City's needs and requirements at the unit prices indicated in the proposal. The agreement calls for services on a time and materials basis with a not-to-exceed amount of \$34,145 for the year. Sufficient funds have been budgeted in the Water Fund Operating Budget for water meter testing and calibration services.

**RECOMMENDATION**

It is recommended that the City Council determine that this action is exempt per Section 15302(2) of the California Environmental Quality Act ("CEQA"); and authorize and direct the City Manager to execute a Professional Services Agreement with Golden Meters Service Inc. for large water meter testing, repairs, and calibration services in an amount not to exceed \$34,145.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA  
PROFESSIONAL SERVICES AGREEMENT  
REGARDING LARGE WATER METER MAINTENANCE PROGRAM**

This Agreement is made and entered into as of \_\_\_\_\_, 2024 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 **Golden Meters Service, Inc.**, a California Corporation, with its principal place of business at 107 S. Edward Avenue, Fullerton, CA 92833 (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: **Large Water Meter Maintenance Program** (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 **Thirty-Four Thousand, One Hundred Forty-Five Dollars and No Cents (\$34,145.00)**. 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 **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) – Intentionally Omitted.

e. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
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 Proposal**, 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 **Ana Aguilar 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: John Corona  
Utilities Superintendent

CONSULTANT:  
Golden Meters Service Inc.  
107 S. Edward Avenue  
Fullerton, CA 92833  
Attn: Ana Aguilar, Contracts Manager

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 GOLDEN METERS SERVICE INC.**

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

**CITY OF ARCADIA**

**GOLDEN METERS SERVICE 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 Large Water Meter Maintenance Program shall include, but not limited, to the following "Scope of Work":

#### **SCOPE OF WORK**

To provide large meter testing, repair, and calibration services for the City of Arcadia. Consultant will need to ensure continued meter accuracy by testing, repairing, and calibrating water meters in accordance with the latest AWWA new meter accuracy standards. All turbine and octave type meters will be tested at three different flow rates in accordance with AWWA Accuracy Standards. All Compound type meters that have low and high side element will be tested at six different flow rates (three flows on the low side and three flows on the high side) in accordance with AWWA Accuracy Standards. All meters are to be tested as scheduled by the City of Arcadia Public Works Services Department ("PWSD") and calibrated as required. Replacement parts are to be kept in stock so repairs can be made immediately (if needed).

The consultant shall furnish all labor, material, transportation, tools, and equipment necessary to test, repair, and retest after repair of large meters. The consultant is required to provide skilled and trained personnel and equipment necessary to complete large meter testing.

The large water meter testing program involves annual testing of all meters that are 3" in size and above. There are 131 large meters in the large water meter program. The total number of meters tested each year can be higher or lower depending on the usage patterns, repairs needed, or new installations of large meters.

#### **SCOPE OF PLANNED SERVICES**

- A. Consultant shall be responsible for all necessary activities associated with meter testing, repair, and calibration. The Consultant shall provide two (2) copies of each meter test report to the Utilities Superintendent or his designee. The report is to be in a legible format containing all of the following information.
- Setting information (i.e. apartment, restaurant, schools, park, etc.)
  - Site address
  - Site number
  - Meter information (serial number, size, manufacturer, type, etc.)
  - Reading on meter before and after testing
  - Hydrostatic pressure and residual pressure
  - Testing equipment information (type, manufacturer, date last calibrated)
  - Testing hose length
  - Test results
  - Vault conditions
  - Any additional remarks pertaining to the condition of meters or comments on repairs performed and any other recommendations regarding specific meter tested/repaired

- B. The Consultant shall submit to the City of Arcadia on a monthly basis, an updated listing of the meters tested, the dates that they were tested, and the meters remaining to be tested.
- C. Consultant must maintain copies of all conducted tests for a period of three years.
- D. Testing and calibration shall include testing of the meter for accuracy, any work to modify the performance of the meter by adjusting the calibration vane or change gears externally, and retest.
- E. Consultant must provide all necessary new manufactured parts for meters and equipment needed for testing.
- F. Consultant shall test all meters in accordance with the latest AWWA standards. Included for every meter, the following minimum shall be performed:
- 3 test points for each measuring element
  - 3 test points for Turbine and Octave meters
  - 6 test points for Compound meters
  - 3 test points for Fire Service Assembly
- G. The Consultant shall notify the Utilities Superintendent or his designee of scheduled appointments two weeks in advance so that end user customers can be notified at least one week in advance of testing. Specific information pertaining to each site should be addressed. This shall include whether there will be an interruption of service and the time frame for interruption. The Consultant shall notify the Utilities Superintendent or his designee of the entire work schedule. This should include work during, before, or after regular working hours.
- H. The Consultant shall utilize all safety precautions and be well versed in all safety related aspects of testing, including confined space entry, water contamination, precautions, and traffic control.
- I. Consultant will be responsible for any damages to the meter. If damages occur on the consumer(s) line or on site-facilities, firm will report it to the Utilities Superintendent or his designee immediately.
- J. In compliance with the City's NPDES Permit, the firm shall be responsible for de-chlorinating the water prior to discharging water into the street by using de-chlorination tablets.
- K. Testing Equipment: The Consultant shall perform "comparison testing" by placing a factory calibrated meter in series with the subject meter, and for every test point, allow the same water to flow through both meters. Proof of certification of the factory calibrated meter shall be provided to the City prior to commencement of testing the subject meters. The certification needs to be submitted to the City of Arcadia on an annual basis throughout the duration of the program.
- L. Consultant must have hardware and software program when testing digital AMR and/or AMI registers and Octaves from Master Meter so testing at low flow ranges can be

achieved. All settings must be returned back as originally found unless approved by the utilities superintendent.

- M. Replacement parts should not be included in the Per Meter Price, but shall be billed as a separate line item at the material cost (documented or as indicated on price list).
- N. After repairs are made, Consultant will warranty the meter for one (1) year from date of repair. This warranty will include the quality of the meter and all parts.
- O. Any meter that has been repaired shall be re-tested and both test results will be provided to the Utilities Superintendent or his designee.

EXHIBIT "B"

Schedule of Charges/Payments

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".

Large Water Meter Maintenance Program	-	\$34,145.00
---------------------------------------	---	-------------

Total Compensation:	-	\$34,145.00
---------------------	---	-------------

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" to Exhibit "B"**

**Attachment A - Schedule of Prices**

The following is an estimated quantity of large meters and associated services needed. Please complete highlighted sections:

Turbine Meters

Size	Test Only	Total	Size	Repair & Retest	Total
3"	\$225 /ea x 4 =	\$ 900	3"	\$ 315 /ea x 1 =	\$ 315
4"	\$225 /ea x 1 =	\$ 225	4"	\$ 315 /ea x 1 =	\$ 315
6"	\$225 /ea x 2 =	\$ 450	6"	\$ 315 /ea x 1 =	\$ 315
8"	\$225 /ea x 2 =	\$ 450	8"	\$ 315 /ea x 1 =	\$ 315
Subtotal \$2,025 (A)			Subtotal \$1,260 (B)		

Compound Meters

Size	Test Only	Total	Size	Repair & Retest	Total
3"	\$225 /ea x 7 =	\$ 1,575	3"	\$ 315 /ea x 1 =	\$ 315
4"	\$225 /ea x 4 =	\$ 900	4"	\$ 315 /ea x 1 =	\$ 315
6"	\$225 /ea x 1 =	\$ 225	6"	\$ 315 /ea x 1 =	\$ 315
8"	\$225 /ea x 2 =	\$ 450	8"	\$ 315 /ea x 1 =	\$ 315
Subtotal \$3,150 (C)			Subtotal \$1,260 (D)		

Octave Meters

Size	Test Only	Total	Size	Repair & Retest	Total
3"	\$225 /ea x 62 =	\$ 13,950	3"	\$ 315 /ea x 1 =	\$ 315
4"	\$225 /ea x 29 =	\$ 6,525	4"	\$ 315 /ea x 1 =	\$ 315
6"	\$225 /ea x 14 =	\$ 3,150	6"	\$ 315 /ea x 1 =	\$ 315
Subtotal \$23,625 (E)			Subtotal \$945 (F)		

(Continued)

## Attachment A – Schedule of Prices

Fire Service Assemblies (1 Main line meter + 1 Bypass meter)

Size	Test Only	Total	Size	Repair & Retest	Total
4"x2"	\$ 225 /ea x 1 =	\$ 225	3"	\$ 315 /ea x 1 =	\$ 315
6"x2"	\$ 225 /ea x 2 =	\$ 450	4"	\$ 315 /ea x 1 =	\$ 315
Subtotal \$ 675 (G)			Subtotal \$ 630 (H)		

Test Outlets

Install Test Outlets \$115 /each x 5 = \$ 575 (I)

**Total Cost (A+B+C+D+E+F+G+H+I) = \$ 34,145**  
**(Total Cost in Numbers)**

**thirty-four thousand one hundred forty-five dollars and zero cents**  
**(Total Cost in Written Form)**

## 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:** March 19, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Jan Balanay, Assistant Engineer

**SUBJECT:** CONTRACT WITH AMERICAN ASPHALT SOUTH, INC. FOR THE FISCAL YEAR 2023-24 ANNUAL SLURRY SEAL PROJECT IN THE AMOUNT OF \$1,201,535  
**CEQA: Exempt**  
**Recommendation: Approve**

## **SUMMARY**

As part of the City's Annual Asphalt and Concrete Program, the Public Works Services Department ("PWSD") is preparing to slurry seal various residential streets within Arcadia. To ensure that the City is receiving the most competitive prices and quality service for this work, the PWSD conducted a formal bid process, and American Asphalt South, Inc. submitted the lowest responsive bid.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a Contract with American Asphalt South, Inc. for the Fiscal Year 2023-24 Annual Slurry Seal Project, in the amount of \$1,201,535, and approve a 5% construction contingency.

## **BACKGROUND**

The PWSD is responsible for the maintenance and repair of approximately 147 miles of roadway within the City. The 2021 Pavement Management Program Update assessed the condition of all City streets and assigned a numerical index between 0 and 100, which is used to indicate the general condition of pavement. The Annual Slurry Seal Maintenance Program assists in extending the useful life of the pavement and improves the overall appearance and safety of City streets. This program provides surface maintenance for all City streets and divides Arcadia into eight zones, with one zone being addressed each year as part of an eight-year cycle. Updates to the plan are conducted regularly to ensure that the program is effective and to identify street segments with unusual wear and tear.

## **DISCUSSION**

The Fiscal Year 2023-24 Annual Slurry Seal Project will address approximately 17.9 miles of residential and arterial streets as shown on the attached Project Location Map (Exhibit “A”). The project area generally includes streets south of Huntington Drive from the City’s eastern boundary to Baldwin Avenue; streets east of Baldwin Avenue to Santa Anita Avenue; and south Colorado Boulevard to Duarte Road. The work includes crack sealing, the application of an emulsified asphalt and sand coating, commonly referred to as slurry, and re-striping of street centerlines, stop bars, median noses, and other safety striping. This process protects the asphalt pavement surface from weather, restores skid resistance, and provides an aesthetic improvement to the roadway.

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483 and bid packages were provided to contractors that perform this type of work. On February 20, 2024, the City Clerk received six sealed bids with the following results:

<b>Rank</b>	<b>Firm</b>	<b>Location</b>	<b>Base Bid</b>
1.	American Asphalt South, Inc.	Riverside	\$1,201,535.00
2.	Mission Paving and Sealing, Inc.	Irwindale	\$1,228,625.00
3.	Doug Martin Contracting Co., Inc.	La Habra	\$1,232,410.00
4.	Pavement Coatings Co.	Jurupa Valley	\$1,285,500.00
5.	All American Asphalt	Corona	\$1,335,000.00
6.	Roy Allan Slurry Seal Inc.	Santa Fe Springs	\$1,433,753.75

Bid documents were reviewed for content and the contractors’ background and recent projects were investigated for competency. Based on this review, it has been determined that American Asphalt South, Inc. is the lowest responsive bidder for this work. American Asphalt South, Inc. has successfully completed similar work within budget for Arcadia as well the cities of Carlsbad, Laguna Niguel, Palm Springs, Santa Barbara, Temecula, and Walnut.

## **ENVIRONMENTAL ANALYSIS**

This project is considered a Class 1 exemption as defined in Section 15301(c) of the California Environmental Quality Act, since the project consists of the maintenance of existing public streets and does not involve expansion of the existing use of the streets.

## **FISCAL IMPACT**

Funds in the amount of \$1,320,000 have been budgeted in the Fiscal Year 2023-24 Capital Improvement Program for the Annual Slurry Seal Program. The total cost for this

Award Annual Slurry Seal Project

March 19, 2024

Page 3 of 3

Project is \$1,201,535 and a 5% construction contingency would bring the total cost to \$1,261,611.75, which is within the adopted budget.

**RECOMMENDATION**

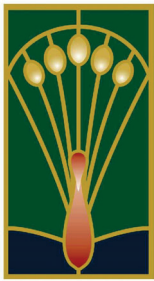
It is recommended that the City Council determine this project is considered exempt per Section 15301(c) of the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Contract with American Asphalt South, Inc. for the Fiscal Year 2023-24 Annual Slurry Seal Project in the amount of \$1,201,535, and approve a 5% construction contingency.

Approved:



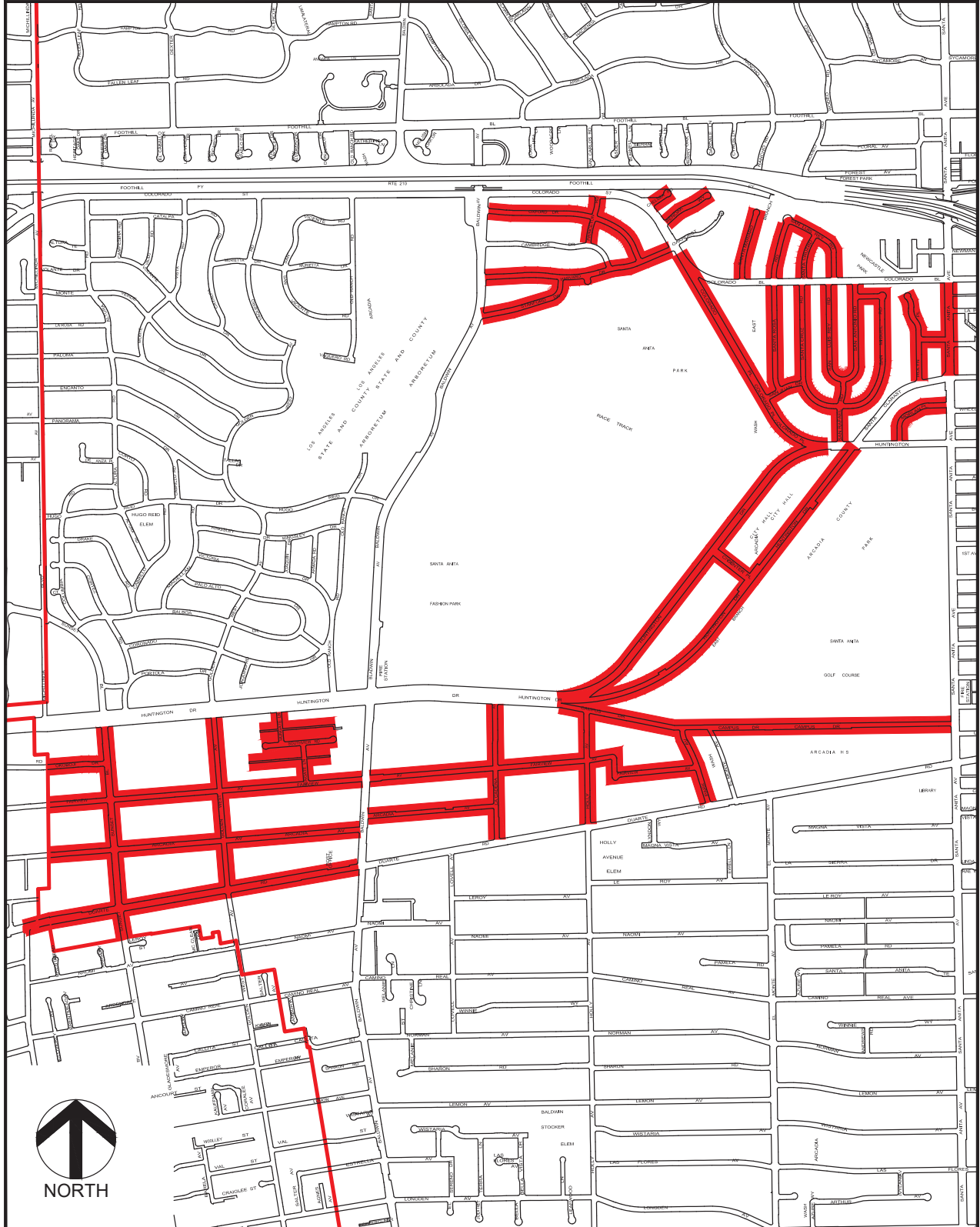
Dominic Lazzaretto  
City Manager

Attachments: Exhibit "A" - Project Location Map  
Proposed Contract



# 2023/24 ANNUAL SLURRY SEAL PROJECT PROJECT NO.: 55331024 PROJECT LOCATION MAP - EXHIBIT "A"

CITY OF  
**ARCADIA**



**CITY OF ARCADIA**

**2023/2024 ANNUAL SLURRY SEAL PROJECT  
PROJECT No.: 55331024**

**CONTRACT**

**BETWEEN  
CITY OF ARCADIA  
AND  
AMERICAN ASPHALT SOUTH, 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 **American Asphalt South, 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:

**2023/2024 Annual Slurry Seal Project / Project No.: 55331024**

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 **Sixty (60)** 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 **One Million, Two Hundred One Thousand, Five Hundred Thirty-Five Dollars and No Cents (\$1,201,535.00)**. 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**

**AMERICAN ASPHALT SOUTH, 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:** March 19, 2024

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** CONTRACT WITH GRBCON INCORPORATED FOR THE VALVE REPLACEMENT PROJECT IN THE AMOUNT OF \$146,255  
**CEQA: Exempt**  
**Recommendation: Approve**

## **SUMMARY**

As part of the City's valve exercising program, the Public Works Services Department ("PWSD") inspects water valves for proper functioning and identifies valves that are broken or in need of repair. During a routine inspection, three locations were identified as having inoperable valves in need of replacement. To ensure the City is receiving the most competitive prices and quality service for this work, the PWSD conducted a formal bid process. GRBCON Incorporated submitted the lowest responsive bid.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a Contract with GRBCON Incorporated for the Valve Replacement Project in the amount of \$146,255.

## **BACKGROUND**

As part of the valve exercising program, valves in the water distribution system are regularly inspected to verify functionality and identify valves that are broken or in need of repair. During a routine inspection, it was determined that the water distribution system valves at the following three locations are inoperable and in need of replacement:

- Santa Anita Terrace and Santa Anita Avenue
- Camino Real Avenue and Santa Anita Avenue
- Third Avenue and Rodell Place

The 12-inch water main on Santa Anita Avenue between Santa Anita Terrace and Camino Real Avenue is a cast iron pipe that was constructed in 1954. The 8-inch water main on Third Avenue between Longden Avenue and Live Oak Avenue is also a cast iron pipe that was

constructed in 1945. Each pipe has gate valves along its length that allow water utility crews to isolate portions of the pipe in case of an emergency or a broken water main. Due to their age, the gate valves are not fully operational and need to be replaced. These gate valves are critical to the emergency operation of the City’s water system. The project location is shown on Exhibit “A”.

The project involves excavating in the street or right-of-way at the intersections of Santa Anita Terrace and Santa Anita Avenue, Camino Real Avenue and Santa Anita Avenue, and Third Avenue and Rodell Place, to remove and replace two 12-inch gate valves and four 8-inch gate valves.

### **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. On February 20, 2024, the City Clerk received twelve sealed bids with the following results:

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>
GRBCON Incorporated	Baldwin Park	\$146,255.00
Gentry Brothers Inc.	Irwindale	\$167,580.00
Bid Ben Engineering	Irvine	\$175,105.00
316 Engineering & Construction, Inc.	Rosemead	\$187,755.00
Toro Enterprises Inc.	Oxnard	\$189,154.00
MCC Equipment Rentals, Inc.	Yucaipa	\$198,421.81
APS	Monrovia	\$205,000.00
J. De Sigio Construction, Inc.	Baldwin Park	\$214,430.00
TE Roberts Incorporated	Irvine	\$241,379.00
FERREIRA Construction Co. Inc.	Rancho Cucamonga	\$262,242.00
Gentry General Engineering, Inc.	Colton	\$271,890.00
Palp, Inc DBA Excel Paving	Long Beach	\$274,966.00

Bid documents were reviewed for content and the contractor’s background was also investigated. Based on the review, it has been determined that GRBCON Incorporated is the lowest responsive bidder for this work and is qualified to complete the project as defined in the bid documents. GRBCON Incorporated has successfully completed other projects for Arcadia as well as for the cities Covina, Fontana, and Los Angeles.

### **ENVIRONMENTAL ANALYSIS**

The project involves the replacement and minor alteration of an existing utility system with no expansion of the system, and therefore, qualifies as a Class 2 categorical exemption per Section 15302(2) of the California Environmental Quality Act (“CEQA”).

**FISCAL IMPACT**

Funds in the amount of \$200,000 have been budgeted in the Fiscal Year 2023-24 Capital Improvement Program for the Valve Replacement Project. The total cost for the Valve Replacement Project is \$146,255, thus, sufficient funds exist for this project.

**RECOMMENDATION**

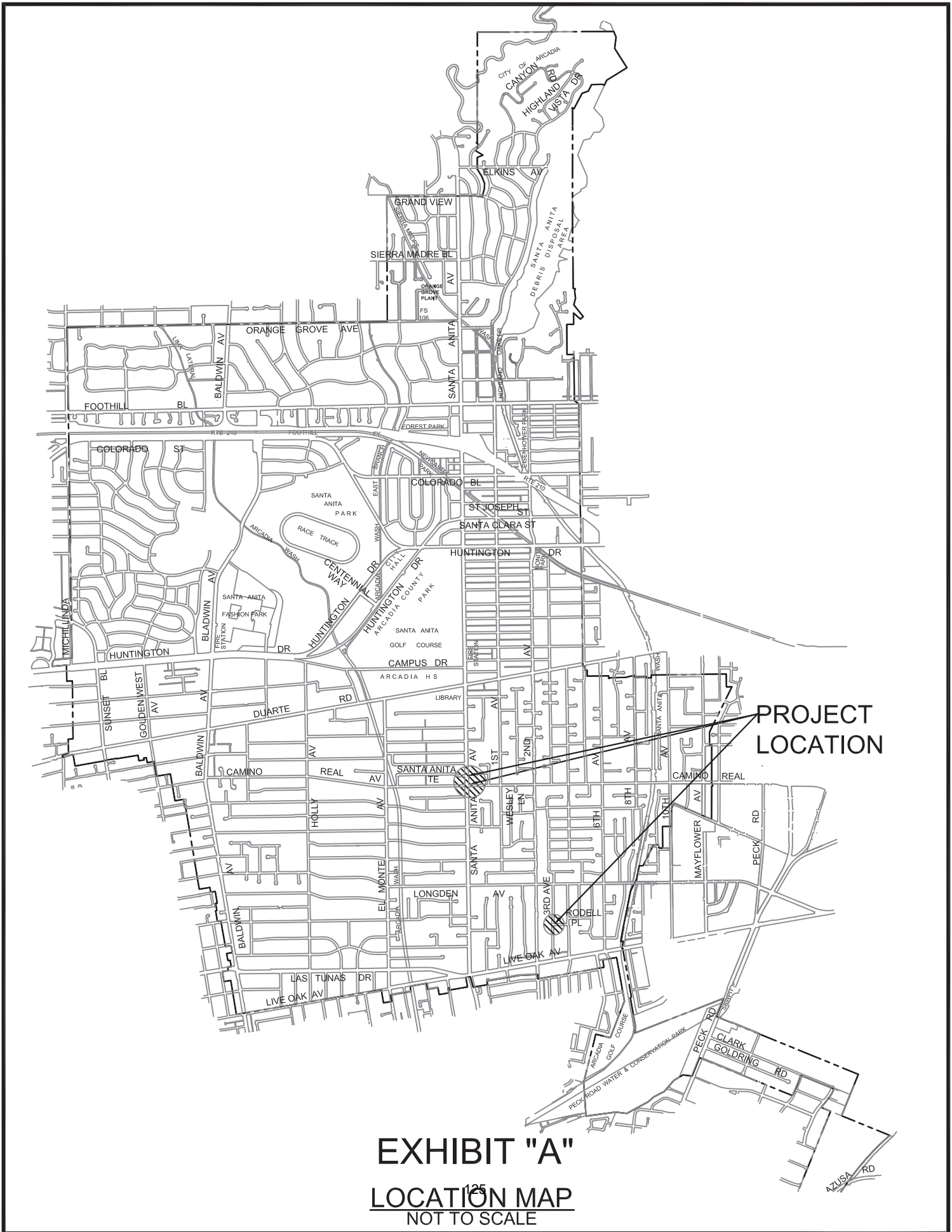
It is recommended that the City Council determine that this project is exempt per Section 15302(2) of the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Contract with GRBCON Incorporated for the Valve Replacement Project in the amount of \$146,255.

Approved:

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

Attachments: Exhibit "A" - Project Location Map  
Proposed Contract

# Valve Replacement Project Project No.: 61720324



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

**CITY OF ARCADIA**

**VALVE REPLACEMENT PROJECT  
PROJECT NO. 61720324**

**CONTRACT**

**BETWEEN  
CITY OF ARCADIA  
AND  
GRBCON INCORPORATED**

**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 **GRBCON Incorporated**, 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:

**VALVE REPLACEMENT PROJECT / PROJECT NO. 61720324**

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 **THIRTY-FIVE (35) 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 **One Hundred Forty-Six Thousand, Two Hundred Fifty-five Dollars and No Cents (\$146,255.00)**. 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**

**GRBCON INCORPORATED**

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

Development Services Department

**DATE:** March 19, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Kevin Merrill, City Engineer  
By: Cong Chen, Assistant Engineer

**SUBJECT:** CONTRACT WITH YUNEX LLC (YUNEX TRAFFIC) FOR THE HUNTINGTON DRIVE TRAFFIC SIGNAL IMPROVEMENT PROJECT IN THE AMOUNT OF \$534,955, PLUS A 10% CONTINGENCY  
**CEQA: Exempt**  
**Recommendation: Approve**

## SUMMARY

This proposed traffic signal improvement project upgrades the existing traffic signal equipment along the Huntington Drive Corridor at seven (7) intersections. Improvements include new traffic signal cabinets, traffic signal poles, vehicle traffic signal heads, pedestrian signal heads, pedestrian push buttons, conduits, CCTV cameras, loop detectors, and other traffic signal related equipment to enhance the safety and traffic flow along Huntington Drive.

The project was advertised for bids on February 2, 2024, and bids were opened on February 22, 2024. A total of five (5) bids were received, with Yunex LLC (Yunex Traffic) as the lowest bidder in an amount of \$534,955. It is recommended that the City Council authorize and direct the City Manager to execute a contract with Yunex Traffic for the Huntington Drive Traffic Signal Improvement Project in the amount of \$534,955, plus a 10% contingency.

## BACKGROUND

Huntington Drive is one of the busiest roadways in the City, handling over 20,000 vehicles per day in each direction. In recent years, the City has been actively upgrading the existing traffic signal infrastructure throughout Arcadia, employing modern technologies for improved operations, such as flashing yellow arrow (“FYA”) cycles, video detection, and pedestrian and vehicle indication enhancements. These improvements are made possible with new Advanced Traffic Controller (“ATC”) cabinets, which are currently installed at 28 of the 65 total intersections that are fully owned and operated by the City.

As part of the Capital Improvement Program, the City is planning to upgrade the existing traffic signal equipment to accommodate new technology and enhance safety along the Huntington Drive corridor, at the following seven (7) intersections:

Huntington Drive Traffic Signal Improvement Project

- Huntington Drive & Michillinda Avenue
- Huntington Drive & Sunset Boulevard
- Huntington Drive & Golden West Avenue
- Huntington Drive & Baldwin Avenue
- Huntington Drive & Gate 1 (The Shops at Santa Anita)
- Huntington Drive & La Cadena Avenue
- Huntington Drive & Holly Avenue/Campus Drive/Gate 3 (Santa Anita Park)

This project was designed in-house after initial base mapping was done by Advantec Consulting, a traffic engineering design firm. Due to the major impact to the corridor during construction and large volume of vehicles on the street, some of the work, including traffic signal shutdown, will be done at night. Adjacent property owners/residents will be notified at least one month in advance of the notice to proceed.

**DISCUSSION**

The project was advertised for bids on February 2, 2024, and bids were opened on February 22, 2024. A total of five (5) bids were received for the project, as detailed below:

<b>CONTRACTOR</b>	<b>AMOUNT</b>
Yunex LLC (Yunex Traffic)	\$534,955
Crosstown Data Electric	\$638,945
Elecnor Belco Electric, Inc.	\$761,888
ILB Electric	\$769,240
DBX, Inc.	\$1,304,200

Yunex LLC (Yunex Traffic) submitted the lowest bid for the project. Yunex is a global company with a regional office in Riverside. After reviewing the bid documents and calling reference cities, Yunex appears qualified and has all the required licenses to perform the work. Yunex has performed other traffic signal work for the City of Arcadia in the past and has experience with other nearby public agencies, such as the Cities of Rancho Cucamonga, Chino, and Anaheim. In addition, they are currently contracted as a traffic signal maintenance contractor with several public agencies. As a result of their experience and the price of their bid, it is recommended that Yunex Traffic be awarded the project.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

This project was budgeted in the Fiscal Year 2022-23 Capital Improvement Program in the amount of \$1,000,000 for design and construction, with funding from Measure M. A total of \$175,539.62 was spent on purchasing traffic signal cabinets and video detection equipment for all seven (7) intersections. Additionally, \$37,847.83 was spent on design services between the Development Services Department staff and Advantec Consulting. The remaining project balance is \$786,612.55, and as a result, there are sufficient funds to cover the entire project cost of \$534,955, plus a 10% contingency if needed.

### **RECOMMENDATION**

It is recommended that the City Council find the project exempt pursuant to Sections 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), and 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act ("CEQA"); and authorize and direct the City Manager to execute a contract with Yunex Traffic for the Huntington Drive Corridor Traffic Signal Improvement Project in the amount of \$534,955, plus a 10% contingency.

Approved:

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

Attachment: Proposed Contract

## CONTRACT

This CONTRACT, No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of March, 2024, by and between City of Arcadia, sometimes hereinafter called "City," and Yunex, LLC. (Yunex Traffic), 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:

### HUNTINGTON DRIVE TRAFFIC SIGNAL IMPROVEMENT PROJECT

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 30 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 FIVE HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED FIFTY-FIVE Dollars (\$534,995.00). 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 Section 00 73 13, 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 <http://www.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

YUNEX, LLC.

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

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

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

ATTEST:

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

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

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**(CONTRACTOR'S SIGNATURE MUST BE  
NOTARIZED AND CORPORATE  
SEAL AFFIXED, IF APPLICABLE)**

**END OF CONTRACT**

# 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 (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Arcadia (hereinafter designated as the "City"), by action taken or a resolution passed March \_\_\_\_, 2024, has awarded to YUNEX, LLC., hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** \_\_\_\_\_ (the "Project"); 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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 Civil Code Section 9100, 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 Revenue and Taxation Code Section 18663, 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, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 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 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 Civil Code Section 9100, 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, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

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

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_



# 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

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PAYMENT BOND**

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Arcadia, (hereinafter referred to as "City") has awarded to YUNEX LLC., (hereinafter referred to as the "Contractor") an agreement for **Contract No.** \_\_\_\_\_, (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 \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), 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 (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, 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 part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

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. 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:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. 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.
- iii. Permit the City to complete the Project in any manner consistent with California 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.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.  
(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 to local representatives of the bonding company must be attached hereto in addition to appropriate Notarial Acknowledgements of Execution by both Contractor and Surety.**

# 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

NOTE: This acknowledgment is to be completed for Contractor/Principal.



Insert W9 form on PDF copy.

DRAFT



# STAFF REPORT

Public Works Services Department

**DATE:** March 19, 2024

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** EXTENSION TO THE CONTRACT WITH CROSTOWN ELECTRICAL & DATA, INC. FOR EXTRAORDINARY TRAFFIC SIGNAL MAINTENANCE SERVICES IN THE AMOUNT OF \$88,407  
**CEQA: Not a Project**  
**Recommendation: Approve**

## **SUMMARY**

On February 21, 2023, the City Council approved a contract with the option of three one-year extensions with Crosstown Electrical & Data, Inc. for extraordinary traffic signal maintenance services, in the amount of \$85,500 annually. Crosstown Electrical & Data, Inc. is reaching the end of their contract term and has submitted a written offer to extend their contract for an additional year. The offer reflects a 3.4%, or \$2,907, Consumer Price Index (“CPI”) cost increase. This will be Crosstown Electrical & Data, Inc.’s first contract extension; all other contract terms and conditions will remain in effect.

Based on the excellent service provided by Crosstown Electrical & Data, Inc., it is recommended that the City Council approve, authorize, and direct the City Manager to execute a one-year contract extension with Crosstown Electrical & Data, Inc. for extraordinary traffic signal maintenance services in the amount of \$88,407.

## **BACKGROUND**

The Public Works Services Department (“PWSD”) is responsible for the maintenance and repair of approximately 65 signalized intersections within the City. This work includes replacing burnt out lamps, repairing safety lights, minor repairs to damaged signal heads, monthly inspection of the signal controllers at all intersections, and field response to timing complaints and outages.

The purpose of the extraordinary traffic signal contract is to handle problems that are beyond the expertise of the City’s Signal/Street Light Technician. The contractor also responds when a traffic signal has been knocked down or there is a safety hazard to

traffic. The contract specifications also include painting of signal heads and testing conflict monitors at all intersections to ensure that the traffic signals are functioning properly.

The extraordinary traffic signal maintenance contract functions primarily on an as-needed basis. With the City being billed on a time and materials basis as work is performed. The City of Arcadia experiences numerous traffic signal pole knockdowns per year resulting from vehicle collisions. Repair costs for collision related pole replacements are billed to the responsible party and reimbursed to the City. The traffic signal related expenses impacting the City's operational budget are annual conflict monitor testing and after-hours response for traffic signal malfunctions.

### **DISCUSSION**

On February 21, 2023, the City Council approved a contract with the option of three one-year extensions with Crosstown Electrical & Data, Inc. for extraordinary traffic signal maintenance services, in the amount of \$85,500 annually. Crosstown Electrical & Data, Inc. is reaching the end of their first contract term and has submitted a written offer to extend their contract for an additional year. The offer reflects a 3.4%, or \$2,907 cost increase, to offset an increase in the Consumer Price Index of goods related to their operations. The rate increase is based on the calendar year 2023 CPI increase of 3.5% among all goods and services in the Los Angeles Area.

Although the direct operational expenses incurred by Crosstown Electrical & Data, Inc. have escalated above the CPI annual average among all sectors, Crosstown Electrical & Data, Inc. has only requested a 3.4% contract increase to limit the fiscal impact and maintain a positive relationship with the City. Crosstown Electrical & Data, Inc. has provided quality service to the City of Arcadia.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

The total contract cost will be set at a not-to-exceed amount of \$88,407. Sufficient funds have been budgeted for extraordinary repairs of traffic signals. All work performed is on a time and materials basis and the contractor is only paid for work performed.

### **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, authorize,

Extend Traffic Signal Maintenance Contract

March 19, 2024

Page 3 of 3

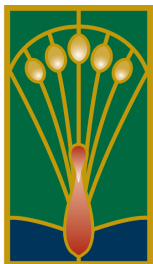
and direct the City Manager to execute a one-year extension to the Contract with Crosstown Electrical & Data, Inc. for extraordinary traffic signal maintenance services in the amount of \$88,407.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Amendment No. 1 to the Contract



**AMENDMENT NO. 1 TO THE TRAFIC SIGNAL MAINTENANCE SERVICES  
2023 BY AND BETWEEN THE CITY OF ARCADIA  
AND CROSSTOWN ELECTRICAL & DATA, INC.**

**CITY OF  
ARCADIA**

This Amendment No. 1 (“Amendment No. 1”) is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Arcadia, a municipal corporation of the State of California, and Crosstown Electrical & Data, Inc., a California Corporation, with respect to that certain Contract between the parties dated April 19, 2023 (“Agreement”).

The Parties agree as follows:

1. Section B of the Contract Term is hereby extended to include the period from April 19, 20, 2024 to and including April 19, 2025. (“Extended Term”).
2. Section C of the Contract, during the Extended Term Contract Price shall not exceed Eighty-Eight Thousand, Four Hundred Seven Dollars and No Cents (\$88,407.00). The Contractor shall perform work during the Extended Term in accordance with the pricing schedule set forth in Exhibit “A” attached hereto and incorporated herein by reference.
3. All terms and provisions of the Contract not amended by this Amendment No. 1 are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 1 on the date set forth below.

CITY OF ARCADIA

CROSSTOWN ELECTRICAL & DATA, INC.

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM

CONCUR:

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

\_\_\_\_\_  
Paul Cranmer  
Public Works Services Director

Exhibit "A" – Amendment No. 1

**BID SCHEDULE**

**SCHEDULE I – LABOR RATE**

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>HOURLY STRAIGHT TIME RATE</b>	<b>EST. QTY.</b>	<b>STRAIGHT TIME TOTAL</b>
1	Labor – Operation Supervisor	\$87.89	10	\$878.90
2	Labor – Electrician	\$113.74	125	\$14,217.50
3	Labor – Traffic Signalman	\$93.06	25	\$2,326.50
4	Labor – Traffic Signal Laborer	\$87.89	50	\$4,394.50

**TOTAL COST FOR LABOR FOR STRAIGHT TIME ONLY: \$ 21,817.40**

dollar amount in written form

[BID SCHEDULES CONTINUED]

**SCHEDULE I – OVERTIME LABOR RATE**

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>HOURLY OVERTIME RATE</b>	<b>EST. QTY.</b>	<b>OVERTIME TOTAL</b>
1	Labor – Operation Supervisor	\$113.74	5	\$568.70
2	Labor – Electrician	\$154.07	125	\$19,258.75
3	Labor – Traffic Signalman	\$120.97	25	3,024.25
4	Labor – Traffic Signal Laborer	\$98.23	50	\$4,911.50

**TOTAL COST FOR LABOR FOR OVERTIME ONLY:**      \$27,763.20

dollar amount in written form

**SCHEDULE II – EQUIPMENT COST SCHEDULE OF PRICES**

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>RATE</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
1	Service Truck	HOUR	50	\$31.02	\$1,551.00
2	Hydraulic Lift Truck Bucket	HOUR	300	\$41.36	\$12,408.00
3	Work Truck 2 ½ Ton or Greater	HOUR	50	\$31.02	\$1,551.00
4	Compressor	HOUR	50	\$10.34	\$517.00
5	Concrete Saw	HOUR	50	\$2.07.00	\$103.50
6	Crane	HOUR	30	\$87.89	\$2,636.70

**TOTAL COST FOR EQUIPMENT:**      \$ 18,767.20

dollar amount in written form

[BID SCHEDULES CONTINUED]  
CBF - 3

**SCHEDULE III – ADDITIONAL LABOR PRICING**

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>RATE</b>	<b>EST. QTY.</b>	<b>PRICE PER UNIT</b>	<b>TOTAL COST</b>
1	Annual Conflict Monitor Testing for All Intersections	FLAT	60	\$56.87	\$3,412.20
2	Paint Signal Heads	FLAT	50	\$77.55	\$3,877.50
3.	Erect and Set City-Owned Light Standards	FLAT	10	\$1,276.99	\$12,769.90

**TOTAL LABOR PRICING:**                    \$ 20,059.60

dollar amount in written form

**SCHEDULE IV – MATERIAL COST MARK UP**

<b>DESCRIPTION</b>	<b>PERCENTAGE</b>
Mark-up Percentage (%) of Invoiced Price for Cost of Materials	15%

**TOTAL PROPOSED BID FOR  
TRAFFIC SIGNAL MAINTENANCE SERVICES 2023**

<b>TOTAL BID SCHEDULE I (LABOR &amp; OVERTIME LABOR)</b>	\$ <u>49,580.60</u>
<b>TOTAL BID SCHEDULE II</b>	\$ <u>19,425.70</u>
<b>TOTAL BID SCHEDULE III</b>	\$ <u>20,059.60</u>
<b><u>TOTAL OF ALL BID SCHEDULES I, II, &amp; III</u></b>	\$ <u>88,407.40</u>

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.



# STAFF REPORT

Public Works Services Department

**DATE:** March 19, 2024

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** EXTENSION TO THE CONTRACT WITH SHELDON MECHANICAL CORPORATION FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES AT VARIOUS CITY FACILITIES IN AN AMOUNT NOT TO EXCEED \$297,970  
**CEQA: Not a Project**  
**Recommendation: Approve**

## **SUMMARY**

On February 7, 2023, the City Council approved a contract with Sheldon Mechanical Corporation in the amount of \$295,870, with the option of three one-year extensions for heating, ventilation, and air conditioning system (“HVAC”) preventative maintenance and extraordinary repair services at various City facilities. Sheldon Mechanical Corporation is reaching the end of their contract term and has submitted a written offer to extend their contract for an additional year with a 0.71%, or \$2,100 increase, in total contract cost. This will be Sheldon Mechanical Corporation’s first contract extension; all other contract terms and conditions will remain in effect.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a one-year contract extension with Sheldon Mechanical Corporation for HVAC preventative maintenance and repair services at various City facilities, in an amount not to exceed \$297,970.

## **BACKGROUND**

The Public Works Services Department (“PWSD”) is responsible for the day-to-day operation and maintenance of HVAC systems at City facilities. The City utilizes a contractor to perform a detailed preventative maintenance schedule and extraordinary system repairs. The monthly preventative maintenance tasks are outlined in the specifications of the contract, while extraordinary repairs are conducted on an as-needed basis when equipment failures occur. The preventive maintenance schedule is intended to minimize the occurrence of unscheduled extraordinary repairs, which ensures that equipment functions properly and prolongs equipment lifecycles. The monthly HVAC

preventative maintenance schedule includes services on the following types of equipment:

- Cooling towers
- Small HVAC package roof top units under 10 tons
- Large HVAC package roof top units over 10 tons
- Boilers and chillers
- Dedicated computer server room air conditioners

### **DISCUSSION**

On February 7, 2023, the City Council approved a contract with Sheldon Mechanical Corporation in the amount of \$295,870, with the option of three one-year extensions for HVAC preventative maintenance and extraordinary repair services. Sheldon Mechanical Corporation is reaching the end of their initial contract term and has submitted a written offer to extend the contract for an additional year with an increase of 0.71%, or \$2,100, in total contract cost. Their proposed increase reflects the labor/foreman rate increase from \$112 to \$117 and labor/journeyman rate increase from \$97 to \$101 per hour. This is a direct result of continuing annual labor rate increases and significant cost increases in Personal Protective Equipment (“PPE”) and Occupational Safety and Health Administration (“OSHA”) regulations. Throughout the contract term, Sheldon Mechanical Corporation has provided quality service to the City of Arcadia.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

Sufficient funds are available in each Department’s Fiscal Year 2023-24 Operating and Maintenance budgets for facility maintenance. All extraordinary repair work will be performed on a time and materials basis and Sheldon Mechanical Corporation will only be paid for work performed. The total contract cost will be set at a not-to-exceed amount of \$297,970.

### **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, authorize, and direct the City Manager to execute a one-year extension to the Contract with Sheldon Mechanical Corporation for HVAC preventative maintenance and repair services at various City facilities in an amount not to exceed \$297,970.

Extend HVAC Preventative Maintenance Services Contract  
March 19, 2024  
Page 3 of 3

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Amendment No. 1 to the Contract



**AMENDMENT NO. 1 TO THE HVAC PREVENTATIVE MAINTENANCE AND SERVICE CONTRACT FOR VARIOUS CITY FACILITIES 2022/2023 BY AND BETWEEN THE CITY OF ARCADIA AND SHELDON MECHANICAL CORPORATION**

This Amendment No. 1 (“Amendment No. 1”) is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Arcadia, a municipal corporation of the State of California, and Sheldon Mechanical Corporation, a California Corporation, with respect to that certain Contract between the parties dated March 22, 2023 (“Agreement”).

The Parties agree as follows:

1. Section B of the Contract Term is hereby extended to include the period from March 22, 2024 to and including March 22, 2025. (“Extended Term”).
2. Section C of the Contract, during the Extended Term Contract Price shall not exceed Two Hundred Ninety-Seven Thousand, Nine Hundred Seventy Dollars and No Cents (\$297,970.00).
3. All terms and provisions of the Contract not amended by this Amendment No. 1 are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 1 on the date set forth below.

CITY OF ARCADIA

SHELDON MECHANICAL CORPORATION

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM

CONCUR:

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

\_\_\_\_\_  
Paul Cranmer  
Public Works Services Director



# STAFF REPORT

Development Services Department

**DATE:** March 19, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Kevin Merril, City Engineer  
By: Johnathan Doojhibulpol, Associate Civil Engineer

**SUBJECT:** REJECT ALL BIDS RECEIVED FOR THE BALDWIN AVENUE  
STREETSCAPE IMPROVEMENT PROJECT AND DIRECT STAFF TO  
RE-BID THE PROJECT  
**CEQA: Not a Project**  
**Recommendation: Approve**

## **SUMMARY**

On June 7, 2022, the City Council discussed adding a project to the Capital Improvement Program (“CIP”) to improve the Baldwin Avenue parkways between Huntington Drive and Camino Real Avenue. At the October 18, 2022, City Council Meeting, the City Council adopted Resolution No. 7462, adding the Baldwin Avenue Streetscape Improvement Project to the Fiscal Year 2022-23 CIP Budget and authorized an appropriation of \$2,100,000. An additional \$900,000 was budgeted in the Fiscal Year 2023-24 CIP Budget for the rehabilitation of Baldwin Avenue between the same boundaries.

The project was advertised for bids and bids were opened in February 2024. All bids were significantly higher than the budget and the low bid included a significant clerical error. It is recommended that the City Council reject all bids received for the Baldwin Avenue Streetscape Improvement Project and direct staff to re-bid the project with changes to reduce costs. Even with potential cost-saving measures, it is likely that an additional appropriation will be required after re-bid, or the scope will need to be further adjusted.

## **BACKGROUND**

At the 2022-23 Fiscal Year Budget Adoption Hearing on June 7, 2022, the City Council discussed adding a Baldwin Avenue Streetscape Improvement Project to the budget. At that meeting, the City Council requested a cost estimate for the following improvements:

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

## Baldwin Avenue Streetscape Improvement Project

March 19, 2024

Page 2 of 3

- Install electrical lines in the sidewalk to light the trees;
- Add benches;
- Add trash receptacles;
- Add bulb-outs similar to those on Huntington Drive; and
- Add decorative crosswalks at intersections.

A full evaluation was conducted of the existing conditions along Baldwin Avenue and a scope of work was assembled to meet the improvement plan identified above. A comprehensive cost estimate was presented on September 6, 2022. The City Council chose to move forward with all improvements except for the bulb-outs and decorative crosswalks for a total estimate of \$2,100,000.

At the October 18, 2022, City Council Meeting, the City Council adopted Resolution No. 7462 adding the Baldwin Avenue Streetscape Improvement Project to the Fiscal Year 2022-23 CIP Budget and authorized an appropriation in the amount of \$2,100,000, offset by a reduction of \$500,000 in Measure M funds and a 1,600,000 reduction in Measure R funds.

As part of the Fiscal Year 2023-24 CIP Budget, \$900,000 of Prop C funds were budgeted for the Arterial Rehabilitation Project – Baldwin Avenue from Huntington Drive to Camino Real Avenue. This part of the project will rehabilitate Baldwin Avenue due to the expected impact of construction from the streetscape project. This provides a total budget of \$3,000,000.

A design contract was awarded to Kreuzer Consulting Group (“KCG”) through the City’s Engineering Design Services Professional Service Agreement, in the amount of \$192,400 for the design and leaving \$2,807,600 for construction. Design plans were completed in January 2024.

### **DISCUSSION**

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483 on February 14, 2024. One addendum was published on February 21, 2024, clarifying conflicting notes. On February 29, 2024, the City received six (6) bids, summarized below:

<b>Bidder</b>	<b>Location</b>	<b>Bid Amount</b>
Hardy & Harper, Inc.	Lake Forest, CA	\$4,846,275.06
Vido Samarzich, Inc.	Rancho Cucamonga, CA	\$5,378,334.80
PALP, Inc. dba Excel Paving	Long Beach, CA	\$5,548,768.84
Los Angeles Engineering, Inc.	Covina, CA	\$5,875,000.00
Toro Enterprises Inc.	Oxnard, CA	\$6,167,500.88
All American Asphalt	Corona, CA	\$6,697,188.40

On March 3, 2024, the Development Services Department received a withdrawal letter from Hardy & Harper, Inc. stating that, due to a clerical error, they would have to withdraw their bid pursuant to Public Contract Code 5100. A correction to the error would have raised their bid to \$5,278,695.06.

All bids are well above the City's budget. In analysis of the bid package, there are some items that can be removed and some items that can be adjusted to lower bid prices. Other cost-saving measures being discussed include self-procurement of certain materials and items that can be performed separately. As a result, it is recommended that all current bids be rejected and the project re-bid with adjustments.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

Funds in the amount of \$3,000,000 have been budgeted in the Fiscal Year 2022-23 and 2023-24 Capital Improvement Programs for this project. The bids received were considerably higher than the budgeted amount, and even with potential cost-saving measures, it is likely that an additional appropriation will be required after re-bid.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); reject all bids received for the Baldwin Avenue Streetscape Improvement Project, and direct staff to re-bid the project.

Approved:

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