

# CITY OF ARCADIA

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## City Council Regular Meeting Agenda



**Tuesday, May 6, 2025, 7:00 p.m.**

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

Pursuant to Government Code Section 54953(b), Council Member Fu will be attending the City Council Meeting via teleconferencing from the Petit Palace Plaza Mayor Hotel, Calle Mayor 46 – 28013 – Madrid, Spain, at 4:00 a.m.

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

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

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

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

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### How to Submit Public Comment:

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

1. **In-Person:** Complete a Speaker Card, indicating the agenda item number and submit it to the City Clerk prior to the meeting, or simply come to the podium when the Mayor asks for those who wish to speak. Speakers are generally limited to five (5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. At the Mayor's discretion, the time limit may be shortened to allow 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。发言者通常每人限时五（5）分钟；如有时间调整，将在公众评论期间之前公告。根据市长的裁量权，时间限制可能会缩短，以便发言者向市议会发言。

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**

Pastor Andre Bribiesca, Vessel Calvary Chapel Arcadia

**3. PLEDGE OF ALLEGIANCE**

Arlene Weiss, 2024 Arcadia Senior of the Year

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

Sharon Kwan, Mayor  
Eileen Wang, Mayor Pro Tem  
Dr. Michael Cao, Council Member  
Paul P. Cheng, Council Member  
David Fu, Council Member

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

**6. PRESENTATIONS**

- a. Presentation of an adoptable dog by Kevin McManus of the Pasadena Humane Society.
- b. Presentation of Mayor’s Certificate of Commendation to Grace Cheung for her dedication as a community leader and business owner.
- c. Presentation of the Senior of the Year plaque to Arlene Weiss.
- d. Presentation of the 2025 Spring Home Awards.

**7. 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. Speakers are generally limited to five

(5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

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

**9. 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. Special and Regular Meeting Minutes of April 15, 2025.  
CEQA: Not a Project  
Recommended Action: Approve
- b. Ordinance No. 2404 amending the Arcadia Municipal Code by adding Part 10 to Chapter 2 of Article II (Administration Code) to establish the Arcadia Health Commission.  
CEQA: Not a Project  
Recommended Action: Adopt
- c. Mayor's appointments of City Council Members to City boards, commissions, and outside agencies.  
CEQA: Not a Project  
Recommended Action: Receive and File
- d. Contract with Gentry Brothers, Inc. for the Second Avenue Arterial Pavement Rehabilitation Project in the amount of \$616,826.  
CEQA: Exempt  
Recommended Action: Approve
- e. Contract with Carrier Corporation for the Library Cooling Tower Replacement Project in the amount of \$199,775.  
CEQA: Exempt  
Recommended Action: Approve
- f. Contract with American Pipeline Services for the Valve Replacement Project in the amount of \$92,950.  
CEQA: Exempt  
Recommended Action: Approve
- g. Extension to the Professional Services Agreement with Eurofins Eaton Analytical, LLC for laboratory testing services of City water samples in an amount not to exceed \$116,830.  
CEQA: Not a Project  
Recommended Action: Approve
- h. Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of two 2025 Ford Police Interceptor Patrol Utility Vehicles in the amount of \$117,265.48.  
CEQA: Not a Project  
Recommended Action: Approve

- i. Extension to the Purchase Order with Black & White Emergency Vehicles, LLC for the purchase of vehicle outfitting supplies and services in the amount of \$156,965.45.  
CEQA: Not a Project  
Recommended Action: Approve
- j. Authorize payment to the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority for the annual Coordinated Integrated Monitoring Program cost share in the amount of \$220,828.96.  
CEQA: Not a Project  
Recommended Action: Approve
- k. Final Tract Map No. 84023 for the subdivision of an eight-unit, multi-family residential condominium development at 826-830 Sunset Boulevard.  
CEQA: Exempt  
Recommended Action: Approve

**10. CITY MANAGER**

- a. Report, discussion, and direction regarding an LA28 Olympics Ad-Hoc Committee.  
CEQA: Not a Project  
Recommended Action: Provide Direction

**11. ADJOURNMENT**

The City Council will adjourn this meeting to Tuesday, May 20, 2025, at 4:00 p.m. in the Arcadia Public Library Auditorium.

## Welcome to the Arcadia City Council Meeting!

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

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

**PUBLIC PARTICIPATION:** Your participation is welcomed and invited at all City Council meetings. Time is reserved at each regular meeting for those in the audience who wish to address the City Council. The City requests that persons addressing the City Council refrain from making personal, slanderous, profane, or disruptive remarks. Where possible, please submit a **Speaker Card** to the City Clerk prior to your comments, or simply come to the podium when the Mayor asks for those who wish to speak, and state your name and address (optional) for the record. Please provide the City Clerk with a copy of any written materials used in your address to the City Council as well as 10 copies of any printed materials you would like distributed to the City Council. The use of City equipment for presentations is not permitted.

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

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

**PUBLIC HEARINGS AND APPEALS** are items scheduled for which public input is either required or desired. Separate and apart from the applicant (who may speak longer in the discretion of the City Council), speakers shall be limited to five (5) minutes per person. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council. The applicant may additionally submit rebuttal comments.

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

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

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

# 欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

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

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

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

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

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

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

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

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

**ARCADIA CITY COUNCIL  
SPECIAL MEETING MINUTES  
TUESDAY, APRIL 15, 2025**

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**CALL TO ORDER** – Mayor Cao called the Special Meeting to order at 5:34 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

**PUBLIC COMMENT** – No one appeared.


**CLOSED SESSION**

- a. Confer with legal counsel regarding anticipated litigation.

Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4):  
one (1) Case.

The Special Meeting ended at 6:09 p.m.

No reportable action was taken.

  
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Linda Rodriguez  
City Clerk

**ARCADIA CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, APRIL 15, 2025**

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1. **CALL TO ORDER** – Mayor Cao called the Regular Meeting to order at 7:03 p.m.
2. **INVOCATION** – Mohammad Ahad, Mosque of San Gabriel
3. **PLEDGE OF ALLEGIANCE** – Timothy Boyer, Marine Veteran and Arcadia Fire Captain
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

City Attorney Maurer reported that prior to the Regular Meeting, the City Council met in a Closed Session to discuss the one item listed on the posted agenda and that no reportable action was taken.

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

City Manager Lazzaretto noted the submission of a Public Comment email on a non-agenda topic. He thanked outgoing Mayor Cao for his service and congratulated incoming Mayor Kwan on her appointment.

7. **CITY COUNCIL REORGANIZATION**

a. Presentations to outgoing Mayor Michael Cao, M.D.

Presentation by Director Maile Plan on behalf of Congresswoman Judy Chu

Presentation by District Representatives Carlos Arce and Elaine Pang on behalf of Senator Sasha Renée Pérez

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

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

Presentation by Field Deputy Vicky Paul on behalf of Supervisor Kathryn Barger

Presentation by Mayor Vinh T. Ngo and Mayor Pro Tem Elizabeth Yang from the City of Monterey Park

Presentation by President Raymond Cheung and Superintendent Dr. David Vannasdall on behalf of the Arcadia Unified School District

Presentation by Board President Sina Mohajer and CEO Karen Mac Nair on behalf of the Arcadia Chamber of Commerce

Presentation by President Sandra Chen Lau on behalf of the USC Arcadia Hospital Foundation

Presentation by President Susan Guo on behalf of the Arcadia Chinese Association

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

Presentation by First Vice President Christine Lee and Directors Angela Hui, David Lee, Alice Wang, and MJ Finstrom on behalf of the Arcadia Performing Arts Foundation

Presentation by President Cheryl Alberg on behalf of the Arcadia Woman's Club

Presentation by Council Members John Griffin, Joan Schmidt, Linda Sells, and Shannon Currie on behalf of the Monrovia Arcadia Duarte Town Council

Presentation by Board Chair Roberta Preskill, Board Member Kay Kinsler, and Executive Director Jhoana Hirasuna on behalf of Foothill Unity Center, Inc.

Presentation by Mayor Pro Tem Sharon Kwan on behalf of the City of San Gabriel

Presentation of Gavel Plaque by Mayor Pro Tem Sharon Kwan on behalf of the City of Arcadia

**Remarks by outgoing Mayor Michael Cao, M.D.**

b. Presentations to incoming Mayor Sharon Kwan

Presentation by Director Maile Plan on behalf of Congresswoman Judy Chu

Presentation by District Representatives Carlos Arce and Elaine Pang on behalf of Senator Sasha Renée Pérez

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

Presentation by Field Deputy Vicky Paul on behalf of Supervisor Kathryn Barger

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

Presentation by Mayor Vinh T. Ngo, Mayor Pro Tem Elizabeth Yang, and Council Member Thomas Wong from the City of Monterey Park

Presentation by President Raymond Cheung and Superintendent Dr. David Vannasdall on behalf of the Arcadia Unified School District

Presentation by Board President Sina Mohajer and CEO Karen Mac Nair on behalf of the Arcadia Chamber of Commerce

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Presentation by President Cheryl Alberg on behalf of the Arcadia Woman's Club

Presentation by Board Chair Roberta Preskill, Board Member Kay Kinsler, and Executive Director Jhoana Hirasuna on behalf of Foothill Unity Center, Inc.

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

- a. Administration of the oath of office to Mayor Sharon Kwan

**Remarks by Mayor Sharon Kwan**

- b. Administration of the oath of office to Mayor Pro Tem Eileen Wang

**Remarks by Mayor Pro Tem Eileen Wang**

- c. Remarks by members of the City Council

The City Council recessed at 8:37 p.m. and reconvened at 8:53 p.m.

**8. PUBLIC HEARING**

- a. Resolution No. 7628 establishing and adjusting various fees for City services.

CEQA: Not a Project

Recommended Action: Adopt

Administrative Services Director Chen presented the staff report.

Mayor Kwan opened the Public Hearing – no one appeared.

Mayor Kwan closed the Public Hearing.

A motion was made by Council Member Fu, seconded by Council Member Cao, and carried on a roll call vote to adopt Resolution No. 7628 establishing and adjusting various fees for City Services.

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

NOES: None

ABSENT: None

**9. PUBLIC COMMENTS**

Charley Lu, Board Member of the I-Chinese American Political Action Committee, appeared and expressed his gratitude to Council Member Cao for his service during his tenure as Mayor.

Nader Samaan, an Arcadia resident, appeared and congratulated Mayor Kwan on her new role; he expressed his appreciation for her efforts in sustaining a close-knit community and maintaining a high-quality of life.

Michelle Wu, an Arcadia resident, appeared and requested that Mayor Pro Tem Wang resign from office, expressing her reasons why she should step down.

Amy Moufarrege and Diane Pierson, Board Members of the Arcadia Chamber of Commerce, appeared and announced that the Arcadia Chamber of Commerce will be hosting the following upcoming events: April 19, "Learning Lab" in partnership with U.S. Small Business Association at the Arcadia Chamber of Commerce office; April 17, "Rise & Shine" at the Courtyard by Marriott Monrovia; April 24, "Networking at Noon" at The Derby, and "Happy Hour Hop" at the Arcadia Par 3 Golf Course.

Kevin Mak, an Arcadia resident, appeared to address parking issues at City Hall; he indicated that on certain City Council meeting nights, parking can be limited when soccer games are also taking place at the adjacent field; and he provided suggestions to help alleviate this situation.

In response to Mr. Mak's comments, City Manager Lazzaretto stated that the City has a long-term plan to expand parking at City Hall by increasing parking spaces around the building; and he noted that staff continues to explore all options to best manage parking at City Hall.

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

Council Member Cao reported that he had met with Reynold Hoover, Chief Executive Officer of the LA28 Organizing Committee, as part of his advocacy efforts on behalf of the City; he expressed gratitude for the City being assigned the equestrian events for the 2028 Olympic Games and requested City Council support to place an item on a future agenda to discuss the formation of an LA28 Olympics Ad-Hoc Committee; Mayor Pro Tem Wang and Council Member Cheng concurred.

Council Member Fu congratulated Mayor Kwan on her appointment and thanked Council Member Cao for his dedication and hard work during his tenure as Mayor. He reflected on the nature of public service, emphasizing the importance of applying one's morals and values when serving the community; and he expressed his enthusiasm to serve with Mayor Kwan.

Council Member Cheng commended Council Member Cao for his hard work during his tenure as Mayor; he congratulated Mayor Kwan on her appointment and expressed his appreciation to Mayor Pro Tem Wang for her continued commitment to the community.

Mayor Pro Tem Wang also congratulated Mayor Kwan on her appointment and expressed her gratitude to Council Member Cao for his service as Mayor. She thanked those who have supported her throughout her tenure on the City Council, as well as those in attendance; and she addressed remarks made by Ms. Wu during Public Comment at City Council Meetings.

Mayor Kwan thanked City staff and residents for their continued support and dedication to the community; she expressed her commitment to serving Arcadia's constituents in her capacity as Mayor and thanked everyone for making the evening memorable.

**11. CONSENT CALENDAR**

- a. Regular Meeting Minutes of April 1, 2025.  
CEQA: Not a Project  
Recommended Action: Approve
- b. Ordinance No. 2401 related to Text Amendment No. TA 24-01 amending various sections of Article IX, Chapter 1 (Development Code) of the Arcadia Municipal Code pertaining to Accessory Dwelling Units, the Residential Flex Overlay, and other minor text amendments and cleanups with a categorical exemption from the California Environmental Quality Act ("CEQA").  
CEQA: Exempt  
Recommended Action: Adopt
- c. Ordinance No. 2402 related to Text Amendment No. TA 25-01 adding a new Section 9103.16 to Article IX, Chapter 1 (Development Code) of the Arcadia Municipal Code pertaining to an Inclusionary Housing Ordinance and associated In-Lieu Development Fee.  
CEQA: Exempt  
Recommended Action: Adopt

- d. Ordinance No. 2404 amending the Arcadia Municipal Code by adding a Part 10 to Chapter 2 of Article II (Administration Code) to establish the Arcadia Health Commission.  
CEQA: Not a Project  
Recommended Action: Introduce
- e. Resolution No. 7622 amending Resolution No. 7598 establishing compensation and related benefits for City Council, Executive Management, Management, and Unrepresented Confidential Employees for July 1, 2024, through June 30, 2027 (Human Resources Associate).  
CEQA: Not a Project  
Recommended Action: Adopt
- f. Resolution No. 7624 authorizing submittal of the Fiscal Year 2024-25 Transportation Development Act – Article 4 Claim Forms to receive capital and operating funds for Arcadia Transit.  
CEQA: Not a Project  
Recommended Action: Adopt
- g. Resolution No. 7626 terminating the Proclamation of Local Emergency regarding the January 2025 Windstorm and Eaton Fire.  
CEQA: Not a Project  
Recommended Action: Adopt
- h. Agreement with AdminSure, Inc. for Workers' Compensation Third-Party Claims Administration Services in the amount of \$582,312 for a five-year period, from July 1, 2025, through June 30, 2030.  
CEQA: Not a Project  
Recommended Action: Approve
- i. Extension to the Professional Services Agreement with Los Angeles Centers for Alcohol and Drug Abuse for Homeless Case Management/Housing Navigation Services in an amount not to exceed \$280,035.  
CEQA: Not a Project  
Recommended Action: Approve
- j. Change Order to the Contract with General Pump Company, Inc. for the removal and replacement of the Baldwin Booster Pump D Project in the amount of \$23,039.65.  
CEQA: Not a Project  
Recommended Action: Approve
- k. Change Order to increase the Purchase Order with Wittman Enterprises, LLC for Ambulance Billing and Collection Services in the amount of \$71,000.  
CEQA: Not a Project  
Recommended Action: Approve
- l. Reject all bids received for the Downtown Lighting Improvement Project and direct staff to re-bid the Project.  
CEQA: Not a Project  
Recommended Action: Approve

It was moved by Council Member Cao, seconded by Council Member Fu, and carried on a roll call vote to approve Consent Calendar Items 11.a through 11.l.

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

**12. ADJOURNMENT**

The City Council adjourned at 9:39 p.m. to Tuesday, May 6, 2025, at 6:00 p.m., in the City Council Conference Room.



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Linda Rodriguez  
City Clerk



# STAFF REPORT

Office of the City Manager

**DATE:** May 6, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Justine Bruno, Deputy City Manager

**SUBJECT:** ORDINANCE NO. 2404 AMENDING THE ARCADIA MUNICIPAL CODE BY ADDING PART 10 TO CHAPTER 2 OF ARTICLE II (ADMINISTRATION CODE) TO ESTABLISH THE ARCADIA HEALTH COMMISSION  
**CEQA: Not a Project**  
**Recommendation: Adopt**

## **SUMMARY**

At its regular meeting of April 15, 2025, the City Council introduced Ordinance No. 2404, amending the Arcadia Municipal Code to establish a City Health Commission. Refer to Attachment No. 1 for the full text of the Ordinance and Attachment No. 2 for the April 15, 2025, City Council Staff Report. It is recommended that the City Council adopt Ordinance No. 2404, adding Part 10 to Chapter 2, Article II of the Arcadia Municipal Code relating to City Boards and Commissions, and establish the Arcadia Health Commission.

## **DISCUSSION**

The purpose of the Arcadia Health Commission is to enhance health care education and access within the City by increasing the visibility of available services, and to act as a facilitator and convener for health care organizations in Arcadia. Once established, the Health Commission will help facilitate health education to the community and provide an annual Citywide health fair open to all residents.

The Health Commission will consist of seven members, with four (4) members representing local health care entities and three (3) at-large members. Members from local health care entities may include a maximum of one representative from the specified agencies (USC Arcadia Hospital, Keck Medicine of USC, Kaiser Permanente, Children's Hospital of Los Angeles, Huntington Health, and the City of Hope) and may be changed at the discretion of the agency, subject to confirmation by the City Council. The three at-large seats on the Health Commission will be open to healthcare

professionals that either live or practice in Arcadia. Similar to other City Boards and Commissions, four-year terms are suggested for all seven members of the Health Commission.

With the Health Commission intended to bridge the City's business community (health care entities and health care providers) and residents, Ordinance No. 2404 does not require Health Commission members to be registered voters of the City; however, all other requirements governing City boards and commissions apply. Other specifications on how the Health Commission will operate will be listed in its bylaws, which will be presented to the City Council for approval following the adoption of Ordinance No. 2404.

### **ENVIRONMENTAL ANALYSIS**

The proposed action of forming a Health Commission 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 fiscal impact associated with establishing a City Health Commission will remain within the budgeted amount of \$22,000. The Commission will continue to seek sponsors to provide health education and a Citywide Health Fair, which has significantly offset operational costs in FY 2024-25. The budget to support the Health Commission will only be used for expenses not covered by donations or sponsorship.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); and adopt Ordinance No. 2404 amending the Arcadia Municipal Code by adding Part 10 to Chapter 2 of Article II (Administration Code) to establish the Arcadia Health Commission.

Attachment No. 1: Ordinance No. 2404

Attachment No. 2: April 15, 2025, City Council Staff Report

ORDINANCE NO. 2404

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE ARCADIA MUNICIPAL CODE BY ADDING PART 10 TO CHAPTER 2 OF ARTICLE II (ADMINISTRATION CODE) TO ESTABLISH THE ARCADIA HEALTH COMMISSION

WHEREAS, the health and well-being of the Arcadia community is of great importance to the City Council; and

WHEREAS, the City of Arcadia has a strong health care presence with a concentration of medical providers and health care services within the City's boundaries; and

WHEREAS, City Boards and Commissions serve a multitude of purposes, but exist to advise the City Council on matters of importance, as determined by the City Council; and

WHEREAS, the success of the City Council Health Committee has demonstrated a sustained interest and added benefit in the areas of health education and community welfare; and

WHEREAS, the City Council has appropriated funds to ensure a Citywide Health Fair and monthly health education series continue to be offered to the community; and

WHEREAS, the City Council seeks to establish a Health Commission for the continuance of health education and a Citywide Health Fair in Arcadia, and receive recommendations on health-related matters that are under the jurisdiction of the City; and

WHEREAS, Section 800 of the Arcadia City Charter provides that the City Council may create, by ordinance, any boards or commissions that are required in its judgment and may grant them certain powers and duties to carry out their mission that are not otherwise inconsistent with the Charter.

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

SECTION 1. Article II, Chapter 2 of the Arcadia Municipal Code is hereby amended by adding Part 10 to read in its entirety as follows:

“PART 10. ARCADIA HEALTH COMMISSION

2210. CREATION. A Health Commission is hereby established for the purpose of advising the City Council on matters relating to health education and health care access in Arcadia.

2210.1. MEMBERSHIP. The Health Commission shall consist of seven (7) members appointed by the City Council. For this purpose, the City Council shall consider the appointments as follows:

A. Four (4) members suggested by local health care entities, with up to one (1) member being selected for appointment from any of the following health care organizations:

1. USC Arcadia Hospital;
2. Keck Medicine of USC;
3. Kaiser Permanente;
4. Children’s Hospital of Los Angeles
5. Huntington Health; and
6. City of Hope.

B. Three (3) at large members appointed by the City Council who are either health care professionals living in the City of Arcadia, or health care professionals practicing in the City of Arcadia.

## 2210.2. TERMS, APPOINTMENTS AND REMOVAL

Members of the Health Commission shall be appointed and removed in accordance with Section 802 of the City Charter, excluding the provision that members are to be appointed from the legally registered voters of the City, which shall not apply to Health Commission members.

## 2210.3. MEETINGS; CHAIRPERSON

Meetings of the Health Commission shall take place and be conducted, and its officers shall be elected, in accordance with Section 804 of the City Charter; provided, however, that the Health Commission meet at a regularly scheduled time and place as designated by Commission By-laws.

## 2210.4. DUTIES

Subject to review and approval of the City Council, the Health Commission shall:

- A. Serve in an advisory capacity to the City Council on matters pertaining to health education and health care access in Arcadia.
- B. Provide health care education and a City Health Fair, open to all residents.
- C. Increase the visibility of health care related services in Arcadia.
- D. Serve as a facilitator and convener of health care entities in Arcadia.
- E. Showcase the abundance and availability of health care providers in Arcadia through City resources.
- F. Provide such other advice or reports as may be directed by the City Council, within the purview of the Arcadia Municipal Code and City Charter.”

## 2210.5. INTERPRETATION

This Part is intended to be consistent with Chapter 6 of Article V of the Arcadia Municipal Code and does not affect the adoption of the County Health Code. The Health Commission is not intended to be a board of health, as that term is used in California Health and Safety Code Section 101455, nor alter or override any arrangements made by the City, as referenced in California Health and Safety Code section 101460, for the County to exercise the powers and duties of a health officer.

SECTION 2. The City Council determines that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulation, Title 14, Chapter 3, because it has no potential for a resulting physical change to the environment, directly or indirectly.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of same to be posted per Resolution No. 7483 and within fifteen (15) days after its adoption. This Ordinance shall take effect on the thirty-first (31<sup>st</sup>) day after its adoption.

[SIGNATURES ON THE NEXT PAGE]

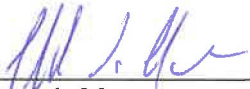
Passed, approved, and adopted this 6th day of May, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# STAFF REPORT

Office of the City Manager

**DATE:** April 15, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Justine Bruno, Deputy City Manager

**SUBJECT:** ORDINANCE NO. 2404 AMENDING THE ARCADIA MUNICIPAL CODE BY ADDING A PART 10 TO CHAPTER 2 OF ARTICLE II (ADMINISTRATION CODE) TO ESTABLISH THE ARCADIA HEALTH COMMISSION  
**CEQA: Not a Project**  
**Recommendation: Introduce**

## **SUMMARY**

At the Goal Setting meeting of March 18, 2025, the City Council directed the creation of a City Health Commission to advise on matters of community health and well-being in Arcadia. Ordinance No. 2404 outlines the proposed mission, key deliverables, membership, and terms of the proposed Health Commission. It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); and introduce Ordinance No. 2404 to establish a City Health Commission by adding a new section to Article II, Chapter 2 of the Arcadia Municipal Code.

## **BACKGROUND**

Discussions about formulating a City Health Commission first began in January 2023, ultimately culminating with the creation of a City Council Health Committee in June 2023. Resolution No. 7508 established the City Council Health Committee ("Committee") for the purposes of providing health care education and offering a health fair that would be available to Arcadia residents. The Health Committee was established as a standing committee of the City Council, which allows up to two City Council Members to provide oversight and input on a particular subject area and is subject to Open Meeting Laws (the "Brown Act").

Council Members Cao and Wang were assigned to serve on the Committee from the City Council, employees from the Recreation and Community Services Department have been supporting the Committee's work, and various local medical providers or

health care representatives have helped support the various events hosted by the Committee. Participants include physicians, medical practitioners, or representatives from the following healthcare organizations: USC Arcadia Hospital, Keck Medicine of USC, Kaiser Permanente, Children's Hospital of Los Angeles, Huntington Health, and the City of Hope.

Since its creation in June 2023, the Committee has gathered regularly, with a total of 20 meetings held to date. The Committee's primary method for providing health education to the community includes a monthly Health Seminar that is free and open to the public. These seminars are regularly held in the Cay Mortenson Auditorium in the Arcadia Public Library and have offered Mandarin interpretation services to attendees. The seminars are led by local physicians or medical practitioners and cover a variety of topics ranging from disease management to nutrition.

At its inception, the Committee was also tasked with offering a health fair. The inaugural Citywide Health Fair was held on August 10, 2024, at the Arcadia Community Center. Over 800 providers and attendees were present for the event, and the community was able to receive free blood pressure screenings, eye exams, and other health related services. To host the Citywide Health Fair and the monthly Health Seminars, \$22,000 was added to the Fiscal Year 2024-25 General Fund Budget. The budget is intended to support interpretation services for health seminars, purchase event supplies, and account for any costs not covered by sponsorships and donations. Through strong sponsorship donations and partnerships with local health providers, much of the budget remains unexpended.

## **DISCUSSION**

The City Council met on March 15, 2025, to host their annual Goal Setting Agenda. During this meeting, the City Council directed staff to proceed with establishing a City Health Commission under the following conditions:

### **Mission**

The mission and purpose of the Health Commission would be to increase health care education and access in Arcadia through public-private partnerships and facilitation. Similar to other City Boards and Commissions, the Health Commission would serve as an advisory body to the City Council on matters of community health and well-being. The proposed City Health Commission would carry forward the same mission as the current Health Committee by increasing the visibility of health care related services in Arcadia and serving as a facilitator and convener of health care entities in the City.

### **Key Deliverables**

The primary deliverables for the proposed Health Commission include:

- Provide health education on a variety of topics to the community; and

- Offer an annual citywide health fair that is open to all Arcadia residents.

#### Membership

The proposed Health Commission would include seven members in total, with four (4) members from local health care entities and three (3) at-large members. The four members from local health care entities may include a maximum of one representative from any of the following: USC Arcadia Hospital, Keck Medicine of USC, Kaiser Permanente, Children's Hospital of Los Angeles, Huntington Health, and the City of Hope. Similar to how the Senior Citizens' Commission operates, the local health care entity should make a recommendation on who will serve on the Health Commission from their respective organization, subject to confirmation by the City Council.

For the three at-large seats on the Health Commission, participation from healthcare professionals that either live in the City (verified by address), or practice in the City (verified by business address) is desired. The proposed membership of the Health Commission differs from the typical structure of other City Boards and Commissions in that it is business focused, seeking involvement from those that are medical practitioners by profession, or those representing health care entities serving Arcadia residents.

#### Meetings and Terms

The current meeting schedule of the Health Committee is recommended for continuation under the proposed Health Commission. If approved, the Health Commission will likely host its regular meetings on the first Wednesday of every month at 5:00 p.m.; however, the meeting schedule will ultimately be set under the Commission's by-laws, which will be brought to the City Council for approval at a subsequent meeting.

Similar to other City Boards and Commissions, the proposed Health Commission seeks four-year terms for its members. The members representing the local health care entities may be changed at the discretion of the agency, subject to confirmation by the City Council.

Four (4) City Boards and Commissions have been established under the Arcadia City Charter: the Planning Commission, Human Resources Commission, Library Board of Trustees, and Recreation and Parks Commission. For any Boards and Commissions created under the Charter, Section 802, requires members to be appointed from the legally registered voters of the City, and that members are prohibited from holding any other City office or City employment. There are three other City Boards and Commissions that were established outside of the Arcadia City Charter: Arcadia Beautiful Commission (est. 1970), Senior Citizens' Commission (est. 1978), the Museum Commission (est. 2001), and now, potentially, the Health Commission.

With the Health Commission being designed to solicit participation from the City's business community (health care entities and health care providers), Ordinance No. 2404 does not require members to be registered voters of the City of Arcadia; however, it still prohibits members from holding any other City office or City employment. Furthermore, if Ordinance No. 2404 is adopted at its second reading and the Health Commission is created, it is recommended that the City Council Health Committee be dissolved, as the work of the Committee will now be supplanted by the newly minted Commission.

### **ENVIRONMENTAL ANALYSIS**

The proposed action of forming a Health Commission 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 fiscal impact associated with establishing a City Health Commission is expected to remain within the budgeted amount of \$22,000 for Fiscal Year 2024-25 and beyond. The Commission will continue to seek sponsors for its monthly Health Seminars and Citywide Health Fair; however, the existing \$22,000 budget would be used to offset any differences between the sponsorships received and the costs incurred.

For the Citywide Health Fair and monthly Health Seminars, a total of \$16,200 was generated in sponsorships, or 73% of the \$22,000 budget. This level of sponsorship significantly offsets the costs of the monthly Health Seminar and Citywide Health Fair. In future years, it is expected that a similar level of sponsorship can be generated, with the \$22,000 serving as a stopgap for any decline in donations.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); and introduce Ordinance No. 2404 amending the Arcadia Municipal Code by adding a Part 10 to Chapter 2 of Article II (Administration Code) to establish the Arcadia Health Commission.

Attachment No. 1: Ordinance No. 2404

Attachment No. 2: Resolution No. 7508 – Establishing City Council Health Committee



# STAFF REPORT

Office of the City Clerk

**DATE:** May 6, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** MAYOR'S APPOINTMENTS OF CITY COUNCIL MEMBERS TO CITY BOARDS, COMMISSIONS, AND OUTSIDE AGENCIES  
**CEQA: Not a Project**  
**Recommendation: Receive and File**

## SUMMARY

According to the Arcadia City Charter, every nine and one-half (9 ½) months, the City Council reorganizes, and a new Mayor and Mayor Pro Tem are appointed. Following the City Council Reorganization, the Mayor has the option to make new appointments to City boards, commissions, and outside agencies. The most recent City Council reorganization occurred on April 15, 2025, appointing Sharon Kwan as Mayor and Eileen Wang as Mayor Pro Tem.

The attached Council Member Liaison List reflects the various Arcadia boards and commissions and outside agencies that City Council Members serve on, along with an updated list of appointments to each position. Mayor Kwan has appointed each City Council Member to serve as either the Delegate or the Alternate (when applicable) for eight City boards and commissions and 11 outside governmental agencies, beginning on May 7, 2025. The appointments will continue until superseded by the next City Council Reorganization and corresponding liaison appointments, which are projected to occur in February 2026.

Contingent upon the City Council's adoption of Ordinance No. 2404, authorizing the establishment of the Arcadia Health Commission, it would be appropriate for Mayor Kwan to appoint a liaison to this newly formed commission. This prospective appointment is reflected in the attached City Council Liaison List; however, such appointment will not take effect unless Ordinance No. 2404 is adopted at the May 6, 2025, Regular Meeting.

It is recommended that the City Council receive and file the Mayor's appointments of City Council Members to City boards, commissions, and outside agencies, beginning May 7, 2025.

### **ENVIRONMENTAL ANALYSIS**

This 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**

Any costs to attend outside governmental agency meetings have been budgeted in the City Council's annual budget. There is no fiscal impact to the City's budget as a result of the City Council appointments.

### **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 receive and file the Mayor's appointments of City Council Members to City boards, commissions, and outside agencies, beginning May 7, 2025.

Attachment: Council Member Liaison List 2025-26

**CITY OF ARCADIA  
COUNCIL MEMBER LIAISON LIST  
May 6, 2025**

	Meeting Date/Time	Delegate	Alternate
Arcadia Beautiful Commission	Meetings are scheduled as needed	David Fu	n/a
Arcadia Museum Commission	1 <sup>st</sup> Wednesday of every other month at 5:00 pm	David Fu	n/a
Human Resources Commission	2 <sup>nd</sup> Thursday at 5:30 pm	Paul Cheng	n/a
Library Board of Trustees	3 <sup>rd</sup> Thursday at 4:30 pm	Paul Cheng	n/a
Planning Commission	2 <sup>nd</sup> and 4 <sup>th</sup> Tuesday at 7:00 pm	Eileen Wang	n/a
Recreation Commission	2 <sup>nd</sup> Wednesday at 6:00 pm	Sharon Kwan	n/a
Senior Citizens' Commission	1 <sup>st</sup> Thursday at 4:00 pm	Michael Cao	n/a
Arcadia Health Commission	To be determined	Eileen Wang	n/a
Arcadia Council PTA	Meetings called as needed	Sharon Kwan	Michael Cao
Chamber of Commerce	2 <sup>nd</sup> Tuesday at 8:00 am	Paul Cheng	Eileen Wang
Foothill Workforce Development Board	Meetings called as needed	Michael Cao	n/a
<b>Foothill Transit Authority</b>	<b>4<sup>th</sup> Friday of each month (Dark in November)</b>	<b>Eileen Wang</b>	<b>Paul Cheng</b>
L.A. County Division of the League	1 <sup>st</sup> Thursday at 7:00 pm <i>(January, March, June, August &amp; December)</i>	Michael Cao	Eileen Wang
<b>L.A. County Sanitation District ** (Districts 15 and 22)</b>	<b>4<sup>th</sup> Wednesday at 1:30 pm</b>	<b>Sharon Kwan</b>	<b>Eileen Wang</b>
L.A. County City Selection Committee *	on call	Sharon Kwan	Paul Cheng
<b>Metro Gold Line Phase II JPA/Foothill Gold Line</b>	<b>2<sup>nd</sup> Thursday at 12:30 pm (Dark in August)</b>	<b>Sharon Kwan</b>	<b>Eileen Wang</b>
<b>San Gabriel Valley Council of Governments</b>	<b>3<sup>rd</sup> Thursday at 4:00 pm</b>	<b>Sharon Kwan</b>	<b>David Fu</b>
<b>San Gabriel Valley Mosquito and Vector Control District ***</b>	<b>2<sup>nd</sup> Friday at 7:00 am</b>	<b>Sho Tay (exp 12/31/25)</b>	<b>n/a</b>
<b>Southern California Association of Governments</b>	<b>1<sup>st</sup> Thursday in May</b>	<b>Eileen Wang</b>	<b>Sharon Kwan</b>
<b>Clean Power Alliance</b>	<b>1<sup>st</sup> Thursday of each month at 1:00 pm (Dark in January)</b>	<b>Paul Cheng</b>	<b>Michael Cao</b>

\*The Mayor and Mayor Pro Tem have traditionally been named the Delegate and Alternate for the L.A. County City Selection but not required.

\*\*The Delegate to the Sanitation District must be the Mayor, but either the Delegate or Alternate may attend the meetings.

\*\*\*In January 2022, the City Council appointed Council Member Tay to a 4-year term – term ends January 2026.

Agencies **highlighted** require Annual Form 700 filings and AB 1234 Training Certificates



# STAFF REPORT

Development Services Department

**DATE:** May 6, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Kevin Merrill, City Engineer  
By: Ryan Huey, Associate Civil Engineer

**SUBJECT:** CONTRACT WITH GENTRY BROTHERS, INC. FOR THE SECOND AVENUE ARTERIAL PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF \$616,826  
**CEQA: Exempt**  
**Recommendation: Approve**

## **SUMMARY**

As part of Arcadia's ongoing Pavement Management Program, the City annually appropriates Proposition C funding for arterial street rehabilitation projects. For the Fiscal Year 2022-23 Capital Improvement Program ("CIP"), the City Council appropriated \$2 million for the rehabilitation of First Avenue from Huntington Drive to Duarte Road; and Second Avenue from Huntington Drive to Duarte Road. However, due to rising construction costs and changes in scope, the First and Second Avenue Arterial Pavement Rehabilitation Project was separated into two projects, with the First Avenue Arterial Pavement Rehabilitation being planned for a later date.

The Second Avenue Arterial Pavement Rehabilitation Project was advertised for bids on February 13, 2025, and bids were opened on March 13, 2025. Eight (8) bids were received, and Gentry Brothers, Inc. submitted the successful low bid in the amount of \$616,826. It is recommended that the City Council find the project categorically exempt pursuant to the requirements of the California Environmental Quality Act ("CEQA"); and authorize and direct the City Manager to execute a contract with Gentry Brothers, Inc. for the Second Avenue Arterial Pavement Rehabilitation Project in the amount of \$616,826, with a 10% contingency.

## **BACKGROUND**

The City annually appropriates Proposition C funding for arterial street rehabilitation projects. A requirement for local jurisdictions to receive Federal, State, and County funding is to maintain an updated Pavement Management Program ("PMP"). Every few

years, the City's Pavement Management Program analyzes existing street pavement conditions through a full survey and rating of all roadways. The Pavement Condition Index ("PCI") is used to indicate the general condition of pavement sections. The most recent PCI survey was conducted in the first quarter of 2021. Although the PCI averages of First Avenue and Second Avenue were labeled to be in "Fair" condition, the survey data identified First Avenue as the highest priority secondary collector, and Second Avenue as the highest priority primary collector, when compared to similar streets that have not already been planned for or recently completed in the City's Capital Improvement Program.

In February 2023, HR Green Pacific, Inc. was tasked with providing the City with a design package that included plans, specifications, and estimates for the First Avenue and Second Avenue Arterial Pavement Rehabilitation. The proposed improvements include, but are not limited to, grinding and overlaying asphalt pavement, re-striping pavement markings, cutting new traffic loops, and removing and replacing concrete curb and gutter, sidewalk, driveway aprons, and Americans with Disabilities Act ("ADA") compliant curb ramps. First Avenue, from California Street to Duarte Road, was planned to be narrowed at the intersections, but bike lanes, parallel parking, and two-way left-turn lanes will remain along the segment. The design package was completed in July 2024.

It became clear upon the review of the design package that construction costs for the two streets were going to significantly exceed the budget. The cost of materials has increased rapidly over the past several years and this has been a consistent issue with street projects. In addition, upon further review of First Avenue, it was determined that additional study was needed to review alternate layouts for parking and streetscape improvements that may be more beneficial to the corridor. These design revisions would include optimizing parking, changing pavement striping, implementing traffic calming measures, and improving multi-modal access.

Due to the escalated construction costs and the additional work needed on First Avenue, the First Avenue Arterial Pavement Rehabilitation will be bid at a later date, following the completion of the Second Avenue Arterial Pavement Rehabilitation Project.

## **DISCUSSION**

The Second Avenue Project was advertised for bids in February 2025, and bids were opened on March 13, 2025. Bids were received from eight (8) prospective contractors with the following base bid results:

<b>NAME</b>	<b>AMOUNT</b>
Gentry Brothers Inc.	\$616,826
Hardy & Harper, Inc.	\$625,000
Onyx Paving Company, Inc.	\$637,000
Sequel Contractors, Inc.	\$753,593

Second Avenue Arterial Pavement Rehabilitation

May 6, 2025

Page 3 of 3

All American Asphalt	\$755,515
Dash Construction Company, Inc.	\$837,121
Excel Paving	\$846,985
Los Angeles Engineering, Inc.	\$967,200

After reviewing the bid documents, Gentry Brothers, Inc., was determined to be the lowest responsible bidder. Gentry Brothers, Inc. has previously been awarded City projects and performed with favorable results. Gentry Brothers is satisfied with their bid and is ready to move forward with the project.

**ENVIRONMENTAL ANALYSIS**

This project is categorically exempt per Section 15301(c) of the California Environmental Quality Act (“CEQA”), as repair and maintenance of an existing highway or street.

**FISCAL IMPACT**

The project was budgeted in the 2022-23 Fiscal Year Capital Improvement Program for a total of \$2 million in Proposition C funds. The design contract with HR Green Pacific, Inc. expended \$136,790.20. There are sufficient funds to cover the cost of this contract plus the 10% contingency. The remaining balance will help fund a portion of the separated First Avenue Arterial Pavement Rehabilitation Project, which is being re-budgeted in the Capital Improvement Program.

**RECOMMENDATION**

It is recommended that the City Council find the project categorically exempt pursuant to the requirements of the California Environmental Quality Act (“CEQA”); and authorize and direct the City Manager to execute a contract with Gentry Brothers, Inc. for the Second Avenue Arterial Pavement Rehabilitation Project in the amount of \$616,826, with a 10% contingency.

Approved:

  
Dominic Lazzaretto  
City Manager

Attachment: Proposed Contract

## CONTRACT

This CONTRACT, No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between City of Arcadia, sometimes hereinafter called "City," and Gentry Brothers 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:

### SECOND AVENUE ARTERIAL PAVEMENT REHABILITATION

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 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 SIX HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED TWENTY SIX Dollars (\$616,826.00). 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

GENTRY BROTHERS, INC.

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 May \_\_\_\_\_, 2025, has awarded to Gentry Brothers, Inc., 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

### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_  
Number of Pages

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

\_\_\_\_\_  
Date of Document

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

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



**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Arcadia, (hereinafter referred to as "City") has awarded to GENTRY BROTHERS, Inc., (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

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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

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### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_ Number of Pages

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

\_\_\_\_\_ Date of Document

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

\_\_\_\_\_ Signer(s) Other Than Named Above

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

# Notary Acknowledgment

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STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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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

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Number of Pages

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

\_\_\_\_\_  
Date of Document

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

\_\_\_\_\_  
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 PERFORMANCE BOND**

Insert W9 form on PDF copy.

DRAFT



# STAFF REPORT

Public Works Services Department

**DATE:** May 6, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** CONTRACT WITH CARRIER CORPORATION FOR THE LIBRARY COOLING TOWER REPLACEMENT PROJECT IN THE AMOUNT OF \$199,775  
**CEQA: Exempt**  
**Recommendation: Approve**

## **SUMMARY**

The Public Works Services Department (“PWSD”) is responsible for the maintenance and repair of all City facilities, including the Heating, Ventilation, and Air Conditioning (“HVAC”) units. While the City’s HVAC units are included in the preventative maintenance replacement program, the cooling tower at the Arcadia Public Library is over 25 years old and has reached the end of its useful life, requiring replacement. Utilizing Sourcewell, a national cooperative purchasing program, enables the City to streamline the process of procuring and installing a new cooling tower at the best price possible. It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with Carrier Corporation for the Library Cooling Tower Replacement Project in the amount of \$199,775, and approve a 10% contingency.

## **BACKGROUND**

The cooling tower at the Library is responsible for the cooling of the building. The cooling tower equipment is the original equipment that was installed when the Arcadia Public Library was remodeled in 1996. The renovation is approaching 30 years in age, and the HVAC equipment is showing signs of significant wear and deterioration. The usual life expectancy of a commercial tower is around 10 years due to the constant operational demands.

Over the years, the cooling capacity of the tower has diminished due to aging equipment and components. Frequent mechanical issues with the tower have caused the Library to experience interruptions to its air conditioning. Corrosion buildup, outdated technology, scale accumulation, and deteriorating equipment have made it difficult to meet the temperature needs of the Library. Additionally, operating costs for the cooling tower have

increased as the need for replacement parts and service calls have become more frequent. A new energy-efficient cooling tower will be installed at the Library and will provide improved cooling to the building.

## **DISCUSSION**

The new cooling tower will help reduce the load on the building's chillers and HVAC system, which will lower overall energy consumption; lower operating costs by requiring less maintenance; and enhance cooling performance by providing efficient climate control. The project will include the removal and hauling of the existing cooling tower, the installation of the new cooling tower with proper anchoring to the existing concrete platform, and reconnecting the condenser water piping to the new equipment. The project will also include the installation of a new cooling tower motor, condenser water pump, and water treatment equipment. Replacing the cooling tower and all related equipment is expected to be completed within six weeks. During the replacement, air conditioning will not be functional. As part of this contract, a temporary trailered chiller unit will be utilized to provide cooling for the facility.

Utilizing Sourcewell, a national cooperative purchasing program, enables the City to streamline the procurement process for these services at a lower cost than the traditional competitive bidding process. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements, such as those established by Sourcewell, while remaining within the City's adopted rules and procedures for purchasing. Sourcewell awarded a contract to Carrier Corporation for a series of specialized HVAC related services, including those needed for the Library Cooling Tower Replacement Project. A copy of the agreement between Sourcewell and Carrier Corporation is attached. The bidding process and the contract have been reviewed by the PWSD and meet the City's procurement requirements. The City has previously contracted with Carrier Corporation and has been satisfied with their service.

## **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 \$300,000 have been budgeted in the Fiscal Year 2024-25 Capital Improvement Program for the Library Cooling Tower Replacement Project. The total cost for this project is \$199,775 and a 10% contingency would bring the total cost to \$219,752.50, which is within the adopted budget.

**RECOMMENDATION**

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a contract with Carrier Corporation for the Library Cooling Tower Replacement Project in the amount of \$199,775, and approve a 10% contingency.

Approved:



Dominic Lazzaretto  
City Manager

Attachments: Sourcewell Contract  
Proposed Construction Contract



**MASTER AGREEMENT #080824**  
**CATEGORY: HVAC Systems with Related Products and Services**  
**SUPPLIER: Carrier Global Corporation**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carrier Global Corporation, 5900-H Northwoods Bus Pkwy., Charlotte, NC 28269 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 1, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #080824 to Participating Entities. In Scope solutions include:
- a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
- b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and;
- c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

xxi) **FEDERAL GOVERNMENT REQUIREMENTS STIPULATION:** The components, equipment and services provided by Supplier are commercial product and commercial service as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Supplier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Supplier will not agree to provide or certify cost or pricing data, nor will Supplier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs, DFARs, or FAA regulations shall apply to Supplier except those regulations expressly accepted in writing by Supplier.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement to the extent that such Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Waiver of Consequential Damages.** Under no circumstances will Supplier be liable for any incidental, special, liquidated or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.
- 19) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 20) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of

the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 21) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 22) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
  - \$1,500,000 Personal and Advertising Injury
  - \$2,000,000 aggregate for products liability-completed operations
  - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 25) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.



**CITY OF ARCADIA  
CONSTRUCTION CONTRACT  
LIBRARY COOLING TOWER REPLACEMENT**

**1. PARTIES AND DATE.**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Arcadia, a public agency of the State of California (“City”) and **Carrier Corporation**, a Delaware Corporation, with its principal place of business at **2478 Peck Road, City of Industry, CA 90601** (“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 **HVAC** related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: **C-20 and C-10**.

2.3 Project. City desires to engage Contractor to render such services for the **Library Chiller Replacement Project** (“Project”) as set forth in this Contract.

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

**3. TERMS**

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

- Services/Schedule (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- Federal Requirements (Exhibit “G”)
- Addenda
- Change Orders executed by the City
- **Current** Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor’s Bid

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

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

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

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

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

submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

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

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **Forty-Five (45) calendar** days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **Nine Hundred Dollars and No Cents (\$900.00) 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 NINETY-NINE THOUSAND, SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$199,775.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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

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

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

of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

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

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

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$25,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. If the Total Contract Price exceeds \$35,000 and if Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance

with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

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

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

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

3.7.14 Labor Compliance; Stop Orders. If the Total Contract Price exceeds \$25,000, Contractor acknowledges that it is aware that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor

caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.8 Performance of Work: Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

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

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

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

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

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

the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

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

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

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

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

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

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

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

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

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

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

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

3.10 Claims; Government Code Claim Compliance.

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

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

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

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

3.10.3.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code.

The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

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

### 3.12 Indemnification.

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

to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

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

### 3.13 Insurance.

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

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

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

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

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

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

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

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

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

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

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

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

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

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

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

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

### 3.14 Bond Requirements.

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

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

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this

Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

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

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

### 3.16 Employee/Labor Certifications.

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

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

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

### 3.17 General Provisions.

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

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

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

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the

matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

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

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

**CONTRACTOR:**

Carrier Corporation  
2478 Peck Road  
City of Industry, CA 90601  
Attn: Dan Marquez

**CITY:**

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

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

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

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

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

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to

interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

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

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

3.17.13 [Reserved]

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

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

3.17.16 Certification of License.

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

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

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

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior

negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT  
BETWEEN THE CITY OF ARCADIA  
AND CARRIER CORPORATION**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF ARCADIA**

**CARRIER CORPORATION**

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

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

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

ATTEST:

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

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

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

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

APPROVED AS TO FORM:

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

## EXHIBIT "A"

### SERVICES / SCHEDULE

The project plan and proposal, Carrier Corporation Quote Number 01570332, are incorporation into this Contract. Services shall include but not limited to the following:

#### **Scope of Work**

- Check in with customer upon arrival.
- Set-up temporary colling tower connections.
- Set-up temporary colling tower equipment.
  - Note: customer to provide means of power for temporary equipment.
- Safe off power to existing cooling tower, demo and disconnect; remove old cooling tower and haul away.
- Furnish and install new EvapCo Cooling Tower of same capacity as existing; properly anchor to existing concrete.
- New cooling tower includes stainless steel basin (basin only – all other parts of cooling tower are galvanized).
- Reconnect condenser water piping (supply and return).
- Furnish and install new VFD including power to new cooling tower motor.
- Furnish and install new Condenser Water Pump.
- Furnish and install new Water Treatment Equipment.
- Start up and verify operation; clean work area.
- Remove temporary equipment.
- Equipment lead time: 10 to 12 weeks.

**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.

**CARRIER CORPORATION**

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 **Carrier Corporation**, (hereinafter referred to as the "Contractor") an agreement for **Library Cooling Tower Replacement Project, 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 **ONE HUNDRED NINETY-NINE THOUSAND, SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$199,775.00)**, 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 **May 6, 2025** has awarded to **Carrier Corporation** hereinafter designated as the "Principal," a contract for the work described as follows: **Library Cooling Tower Replacement Project, Contract No. \_\_\_\_\_** (the "Project"); and

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

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

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of **ONE HUNDRED NINETY-NINE THOUSAND, SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$199,775.00)** 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.



# STAFF REPORT

Public Works Services Department

**DATE:** May 6, 2025

**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 AMERICAN PIPELINE SERVICES FOR THE VALVE REPLACEMENT PROJECT IN THE AMOUNT OF \$92,950  
**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, two locations were identified as having inoperable valves that need replacement – specifically, at the Santa Anita Plant and the Peck Well sites. To ensure the City is receiving the most competitive prices and quality service for this work, the PWSD conducted a formal bid process. American Pipeline Services 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 Pipeline Services for the Valve Replacement Project in the amount of \$92,950, and approve a 10% contingency.

## **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 locations are inoperable and in need of replacement:

- Santa Anita Plant
- Peck Well

The 16-inch pump discharge pipe inside the Peck Well is a cement mortar lined and coated steel pipe that was constructed in 1962. The 24-inch inlet pipe inside the Santa Anita Plant is also a cement mortar lined and coated steel pipe that was constructed in 2000. 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 removal and replacement of one 16-inch butterfly valve, two 18-inch butterfly valves, and one 18-inch check valve inside the Peck Well and Santa Anita Plant.

### **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 April 15, 2025, the City Clerk received seven sealed bids with the following results:

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>
American Pipeline Services	Monrovia	\$ 92,950
J. De Sigio Construction, Inc.	Baldwin Park	\$ 100,630
316 Engineering & Construction, Inc.	Rosemead	\$ 112,500
Toro Enterprises Inc.	Oxnard	\$ 131,927
Vicon Enterprise	Anaheim	\$ 136,500
Gentry Brothers Inc.	Irwindale	\$ 145,000
TE Roberts Incorporated	Irvine	\$ 170,364

Bid documents were reviewed for content and the contractor's background was also investigated. Based on the review, it has been determined that American Pipeline Services is the lowest responsive bidder for this work and is qualified to complete the project as defined in the bid documents. American Pipeline Services has successfully completed other projects for Palmdale Water District, the California Department of General Services, the Department of the Navy, the California National Guard, and the City of Pico Rivera.

### **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 \$250,000 have been budgeted in the Fiscal Year 2024-25 Capital Improvement Program for the Valve Replacement Project. The total cost for the Valve Replacement Project is \$92,950, and a 10% contingency would bring the total cost to \$102,245, which is within the adopted budget.

**RECOMMENDATION**

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a contract with American Pipeline Services for the Valve Replacement Project in the amount of \$92,950, and approve a 10% contingency.

Approved:



Dominic Lazzaretto  
City Manager

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

# Valve Replacement Project Project No.: 61720325



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

**CITY OF ARCADIA**

**VALVE REPLACEMENT PROJECT  
PROJECT NO. 61720325**

**CONTRACT**

**BETWEEN  
CITY OF ARCADIA  
AND  
AMERICAN PIPELINE SERVICES**

**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 Pipeline Services**, 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. 61720325**

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 **FOURTEEN (14) CALENDAR DAYS calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**C. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **NINETY-TWO THOUSAND, NINE HUNDRED FIFTY DOLLARS AND NO CENTS (\$92,950.00)**. 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 PIPELINE SERVICES**

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:** May 6, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC FOR LABORATORY TESTING SERVICES OF CITY WATER SAMPLES IN AN AMOUNT NOT TO EXCEED \$116,830

**CEQA: Not a Project**

**Recommendation: Approve**

## **SUMMARY**

On May 21, 2024, the City Council approved a one-year extension to the Professional Services Agreement with Eurofins Eaton Analytical, LLC (“Eurofins”) in the amount of \$113,427, to perform laboratory testing services of City water samples. Eurofins has reached the end of their current contract extension term and has submitted a written offer to extend their contract for an additional year. Eurofin’s offer reflects a 3%, or \$3,403, cost of living adjustment. This will be the final contract extension before rebidding the services. All other terms and conditions will remain in effect.

Based on the excellent level of service provided by Eurofins, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a one-year extension to the Professional Services Agreement with Eurofins Eaton Analytical, LLC for laboratory testing services of City water samples, in the amount of \$116,830.

## **BACKGROUND**

The Public Works Services Department (“PWSD”) operates the City’s water distribution system and provides water service to more than 56,000 residents through approximately 14,000 connections. The State of California’s Domestic Water Quality and Monitoring Regulations require that water samples be collected and tested weekly, monthly, quarterly, and annually by a California Department of Public Health (“CDPH”) certified laboratory (Chapter 15, Title 22, California Code of Regulations). Water quality testing includes bacteriological, volatile organic compounds, nitrate, and Perfluorooctane Sulfonic Acid (“PFOS”) sampling.

## **DISCUSSION**

On May 21, 2024, the City Council approved a one-year extension to the Professional

Services Agreement with Eurofins Eaton Analytical, LLC (“Eurofins”) in the amount of \$113,427, to perform laboratory testing services of City water samples. Eurofins has reached the end of their current contract extension term and has submitted a written offer to extend for an additional year. Eurofin’s offer reflects a 3%, or \$3,403, cost of living adjustment, bringing the total extension amount to \$116,830. The requested price increase is in line with the Consumer Price Index (“CPI”) increase of 3%, as recorded by the US Bureau of Labor Statistics, effective May 1, 2025. Therefore, the increase is reasonable.

Laboratory testing of City water samples includes furnishing all labor, services, equipment, supplies, and all other items and facilities necessary to appropriately analyze water samples, as required by the CDPH. Eurofins is well qualified to provide laboratory testing services for City water samples and has provided excellent service for several years. Therefore, it is recommended that the City Council authorize this extension to the Professional Services Agreement with Eurofins. This will be the final contract extension offered to Eurofins; the services will be rebid during the upcoming Fiscal Year to ensure competitive pricing and performance going forward.

### **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 have been budgeted in the Fiscal Year 2025-26 Water Operation and Maintenance Budget for this service.

### **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 an extension to the Professional Services Agreement with Eurofins Eaton Analytical, LLC for laboratory testing services of City water samples in an amount not to exceed \$116,830.

Approved:

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

Attachment: Proposed Amendment No. 3 to Professional Services Agreement



CITY OF  
**ARCADIA**

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT  
REGARDING LABORATORY ANALYSES FOR WATER TESTING OF WATER  
SAMPLES.**

This Amendment No. 3 (“Amendment No. 3”) is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Arcadia, a municipal corporation of the State of California, and **Eurofins Eaton Analytical, LLC.**, a California Corporation, with respect to that certain Professional Services Agreement between the parties dated June 29, 2022 (“Agreement”), further amended by Amendment No. 1 dated May 3, 2023, and further amended by Amendment No. 2 dated July 3, 2024.

The Parties agree as follows:

1. Pursuant to Section 5 of the Agreement “Term”, the Term is hereby amended by extending the term from June 29, 2025 through and including June 29, 2026, as set forth in the attached Exhibit “C”.
2. Pursuant to Section 2(b) of the Agreement “Compensation”, the Compensation is hereby amended to provide that the total compensation due and payable to the Contractor for the Extended Term shall not exceed **One Hundred Sixteen Thousand, Eight Hundred Thirty Dollars and No Cents (\$116,830.00)**. The Contractor shall perform work during the Extended Period in accordance with the pricing schedule set forth in Exhibit “B” attached hereto and incorporated herein by reference.
3. All terms and provisions of the Agreement not amended by this Amendment No. 3 are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 3 on the date set forth below.

CITY OF ARCADIA

Eurofins Eaton Analytical, LLC.

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 "B"

Schedule of Charges/Payments

For the term of this Agreement, the Compensation shall not to exceed the total amount listed below:

Laboratory Analyses for Water Testing of Water Samples	-	\$116,830.00
Total Compensation	-	\$116,830.00

The total compensation shall not exceed the total listed without written authorization in accordance with Section 2 (b) of the Agreement.

## Exhibit "C"

### Activity Schedule

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

The Term of this Agreement shall be for one year from June 29, 2025 through and including June 29, 2026.



# STAFF REPORT

Public Works Services Department

**DATE:** May 6, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PURCHASE ORDER WITH 72 HOUR LLC DBA NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF TWO 2025 FORD POLICE INTERCEPTOR PATROL UTILITY VEHICLES IN THE AMOUNT OF \$117,265.48

**CEQA: Not a Project**

**Recommendation: Approve**

## **SUMMARY**

The Fiscal Year 2024-25 Equipment Replacement Budget provides for the replacement of patrol vehicles in the Police Department. Using Sourcewell, a national cooperative purchasing program, the City is able to streamline the process of procuring these vehicles and receive the best price possible. It is recommended that the City Council approve a Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of two 2025 Ford Police Interceptor Patrol Utility vehicles in the amount of \$117,265.48.

## **BACKGROUND**

The Fiscal Year 2024-25 Equipment Replacement Budget provided for the replacement of three patrol vehicles in the Police Department. On August 20, 2024, the City Council approved the purchase of six Chevrolet Tahoe Police Patrol vehicles, which replaced three patrol vehicles in the Fiscal Year 2022-23 Equipment Replacement Budget, one patrol vehicle in the Fiscal Year 2023-24 Equipment Replacement Budget, and two patrol vehicles in the Fiscal Year 2024-25 Equipment Replacement Budget.

The six Chevrolet Tahoe Police Patrol vehicles replaced patrol vehicles across multiple years and budgets, as the City's orders of patrol vehicles were significantly delayed, or in many cases, completely cancelled by vendors in the wake of the pandemic. This led to a growing backlog of unmet patrol vehicle needs, starting with the Fiscal Year 2022-23 Equipment Replacement Budget, and extending into subsequent budget years. Although there were more than six patrol vehicles that needed replacement at the time, only six patrol vehicles were found in stock and available for immediate delivery. The delivery of

the six Chevrolet Tahoe Police Patrol vehicles greatly reduced the backlog for the Police Department; however, there is one remaining patrol vehicle in the Fiscal Year 2024-25 Equipment Replacement Budget that needs to be replaced. This vehicle meets the mileage, age, and/or maintenance requirements of the City's Vehicle Replacement Program. The vehicle to be replaced is a 2019 Ford Patrol Explorer with approximately 105,000 miles.

Additionally, a 2020 Ford Patrol Explorer was involved in a traffic collision in February 2024, which resulted in a total loss. The replacement of this patrol vehicle was not anticipated for several years but now requires immediate replacement. There are sufficient funds remaining in the Fiscal Year 2022-25 Equipment Replacement Budgets for the purchase of an additional patrol vehicle. It is necessary to utilize available funds for this purchase to avoid any further delays in the replacement of the totaled patrol vehicle.

## **DISCUSSION**

The Police Department has selected the 2025 Ford Police Interceptor Patrol Utility vehicle to replace the existing vehicles identified in the Fiscal Year 2024-25 Equipment Replacement budget. The new 2025 Police Interceptor Patrol Utility vehicles will be equipped with a 290-horsepower engine, 10-speed transmission, all-wheel drive capability, and a 75 mile-per-hour rear-impact crash test rating. These features provide for superior handling during high-speed pursuits and best-in-class crash safety. Additionally, this vehicle has a large cargo capacity for storing police gear, high-rated ballistic glass and doors, and wide seats to accommodate gun holsters and belts. This model has also proven to be more fuel efficient than previous police pursuit vehicles and is factory prewired for emergency lighting accessory installations.

After exploring possible purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, enables the City to streamline the procurement process and receive the best price possible. It was also confirmed that these vehicles are expected to arrive within six months after the order is placed. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements, such as those established by Sourcewell, while remaining within the City's adopted rules and procedures for purchasing.

By utilizing a cooperative purchasing program, the City can streamline the procurement process and acquire vehicles and equipment at a lower cost than traditional competitive bidding. Sourcewell awarded a contract to 72 Hour LLC dba National Auto Fleet Group for vehicles, cars, vans, SUVs, and light trucks with related equipment, accessories, and services. The bidding process and Sourcewell's contracts have been reviewed by the Public Works Services Department and meet the City's procurement requirements. A copy of 72 Hour LLC dba National Auto Fleet Group's contract is attached.

**ENVIRONMENTAL ANALYSIS**

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

**FISCAL IMPACT**

The cost for each Ford Police Interceptor Patrol Utility Vehicle is \$58,632.74, or a total vehicle cost of \$117,265.48 for two units. Funds in the amount of \$131,479.91 are available in the combined Fiscal Year 2022-23, Fiscal Year 2023-24, and Fiscal Year 2024-25 Equipment Replacement Budgets, for the purchase of black and white patrol vehicles. Therefore, sufficient funds are available for this purchase.

The cost for safety lighting and communication equipment will be acquired through a separate purchase order; sufficient funds have been budgeted to purchase and outfit these vehicles. Any potential claim payment received from the City’s insurance provider for the totaled patrol vehicle will be placed back into the Equipment Reserve Fund, which will defray the overall cost of this purchase.

**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 a Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of two 2025 Ford Police Interceptor Patrol Utility vehicles in the amount of \$117,265.48.

Approved:

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

Attachments: Sourcewell Contract  
National Auto Fleet Group Proposal

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto  
Fleet Group

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
11/4/2021 | 1:28 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Jesse Cooper*  
By: FACBB5730C1E467...  
Jesse Cooper  
Title: Fleet Manager  
11/4/2021 | 10:46 AM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
11/4/2021 | 1:34 PM CDT  
Date: \_\_\_\_\_



# National Auto Fleet Group

A Division of Chevrolet of Watsonville  
 490 Auto Center Drive, Watsonville, CA 95076  
 (855) 289-6572 • (831) 480-8497 Fax  
 Fleet@NationalAutoFleetGroup.com

2/7/2025

Quote ID: **31063**

Order Cut Off Date: **TBA**

Mr Carlos Aguilar  
 City of Arcadia  
 11800 Goldring Rd  
 Arcadia, CA 91066

Dear Carlos,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **Two (2) New/Unused 2025 Ford Police Interceptor Utility (K8A) AWD, with Black & White Paint**, delivered to your specified location, each for:

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$53,280.00	\$51,555.66	3.236 %	\$103,111.32	\$3,448.68
Black & White Paint		\$1,550.00		\$3,100.00	
Tax (10.2500 %)		\$5,443.33		\$10,886.66	
Tire fee		\$8.75		\$17.50	
Transportation		\$75.00		\$150.00	
<b>Total</b>		<b>\$58,632.74</b>		<b>\$117,265.48</b>	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Yesenia Covarrubias  
 Fleet Department Account Manager  
 yesenia@watsonvillefleetgroup.com  
 (626) 457-5590



**GMC**

## Vehicle Configuration Options

<b>ENGINE</b>	
<b>Code</b>	<b>Description</b>
99B	Engine: 3.3L V6 Direct-Injection, -inc: (136-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank w/21.4-gallon tank
<b>TRANSMISSION</b>	
<b>Code</b>	<b>Description</b>
44U	Transmission: 10-Speed Automatic (44U)
<b>PRIMARY PAINT</b>	
<b>Code</b>	<b>Description</b>
UM	Agate Black
<b>SEAT TYPE</b>	
<b>Code</b>	<b>Description</b>
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear, -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks
<b>AXLE RATIO</b>	
<b>Code</b>	<b>Description</b>
___	3.73 Axle Ratio, (STD)
<b>ADDITIONAL EQUIPMENT</b>	
<b>Code</b>	<b>Description</b>
76D	Underbody Deflector Plate, -inc: Engine and transmission shield
51S	Dual Driver & Passenger LED Bulb Spot Lamps (Unity)
153	Front License Plate Bracket
90E	Ballistic Door-Panels (Level III+), -inc: Driver and passenger front-doors, Tested and meets the requirements of NIJ standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr), Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g
59B	Keyed Alike - 1284x
52P	Hidden Door-Lock Plunger, -inc: Rear-Door Controls Inoperable, Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches
68G	Rear-Door Controls Inoperable, -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door

	switches
60R	Noise Suppression Bonds (Ground Straps)
85R	Rear Console Plate, -inc: Contours through 2nd row; channel for wiring
<b>OPTION PACKAGE</b>	
<b>Code</b>	<b>Description</b>
500A	Order Code 500A

# 2025 Fleet/Non-Retail Ford Police Interceptor Utility AWD

## WINDOW STICKER

2025 Ford Police Interceptor Utility AWD

CODE	MODEL	MSRP
K8A	2025 Ford Police Interceptor Utility AWD	\$49,515.00
<b>OPTIONS</b>		
99B	Engine: 3.3L V6 Direct-Injection, -inc: (136-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank w/21.4-gallon tank	(\$2,330.00)
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
UM	Agate Black	\$0.00
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear, -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00
___	3.73 Axle Ratio, (STD)	\$0.00
76D	Underbody Deflector Plate, -inc: Engine and transmission shield	\$340.00
51S	Dual Driver & Passenger LED Bulb Spot Lamps (Unity)	\$620.00
153	Front License Plate Bracket	\$0.00
90E	Ballistic Door-Panels (Level III+), -inc: Driver and passenger front-doors, Tested and meets the requirements of NIJ standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr), Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g	\$3,170.00
59B	Keyed Alike - 1284x	\$50.00
52P	Hidden Door-Lock Plunger, -inc: Rear-Door Controls Inoperable, Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	\$160.00
68G	Rear-Door Controls Inoperable, -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	INC
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
85R	Rear Console Plate, -inc: Contours through 2nd row; channel for wiring	\$60.00
500A	Order Code 500A	\$0.00

Please note selected options override standard equipment

<b>SUBTOTAL</b>	<b>\$51,685.00</b>
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,595.00
<b>TOTAL PRICE</b>	<b>\$53,280.00</b>

Est City: 14 MPG  
Est Highway: 22 MPG  
Est Highway Cruising Range: 541.20 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

### Notes


## Standard Equipment

### MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD) Late availability.
Transmission: 10-Speed Automatic (STD)
3.73 Axle Ratio (STD)

### ADDITIONAL EQUIPMENT

50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Driver Selectable Mode and Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
92-Amp/Hr 850CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
GVWR: 6,840 lbs (3,103 kgs)
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion (li-Ion) Traction Battery 1.5 kWh Capacity
Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Full-Size Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights
Radio w/Seek-Scan and Speed Compensated Volume Control
Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <a href="https://fordpro.com/en-us/telematics/">https://fordpro.com/en-us/telematics/</a> or call 1-833-811-FORD (3673).
SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack
Integrated Roof Antenna
1 LCD Monitor In The Front
8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Remote Keyless Entry
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
Rear HVAC
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-

way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Fleet Telematics Modem Tracker System
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
2 12V DC Power Outlets
Air Filtration
Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Pedestrian Detection
Rear Cross-Traffic Braking
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer



# STAFF REPORT

Public Works Services Department

**DATE:** May 6, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** EXTENSION TO THE PURCHASE ORDER WITH BLACK & WHITE EMERGENCY VEHICLES, LLC FOR THE PURCHASE OF VEHICLE OUTFITTING SUPPLIES AND SERVICES IN THE AMOUNT OF \$156,965.45

**CEQA: Not a Project**

**Recommendation: Approve**

## **SUMMARY**

On May 7, 2024, the City Council approved a purchase order with Black & White Emergency Vehicles, LLC, for the purchase of vehicle outfitting supplies and services. Black & White Emergency Vehicles, LLC has reached the end of their purchase order contract and has submitted a written offer to extend for an additional year. The extension reflects a 10%, or \$14,269.59, cost of living adjustment to offset an increase in labor and equipment costs affecting the industry. This will be Black & White Emergency Vehicle's first contract extension. All other terms and conditions will remain in effect.

Based on the excellent level of service provided by Black & White Emergency Vehicles, LLC during the previous year, it is recommended that the City Council approve a one-year purchase order extension for the purchase of vehicle outfitting supplies and services, in the amount of \$156,965.45.

## **BACKGROUND**

The Public Works Services Department ("PWSD") is responsible for the purchase of fleet vehicles listed in the City's Equipment Replacement Plan. When new police pursuit vehicles, service trucks, and miscellaneous vehicles are purchased, they are sent to an outside vendor for vehicle outfitting, which includes the installation of safety lighting, radio communication systems, and other job-specific specialty equipment. Police pursuit vehicles are outfitted with a prisoner seat, acrylic partition, push bar, gun mounts, lights, and sirens. The service trucks and other miscellaneous vehicles are sent to the vendor to be equipped with safety lights and a two-way radio. After the vendor has installed all outfitting related equipment, the vehicle is placed in service.

## **DISCUSSION**

On May 7, 2024, the City Council approved a purchase order with Black & White Emergency Vehicles, LLC, with three optional one-year extensions, for the purchase of vehicle outfitting supplies and services. Black & White Emergency Vehicles, LLC, has reached the end of their purchase order contract and has submitted a written offer to extend for an additional year. The offer reflects a 10%, or \$14,269.59, adjustment to offset an increase in labor and equipment costs affecting the industry.

Several items and equipment used in vehicle outfitting are imported from other countries and are anticipated to be affected by the recently implemented tariffs. Black & White Emergency Vehicles, LLC, is expecting higher prices from its suppliers, which has led to the higher-than-average price increase. Nevertheless, Black & White Emergency Vehicles, LLC has consistently provided the lowest pricing on other project bids and has continued to provide excellent service to the City since 2013.

## **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 have been budgeted in each Department's proposed Fiscal Year 2025-26 Equipment Replacement Fund for the purchase of vehicle outfitting supplies and services.

## **RECOMMENDATION**

It is recommended the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); and approve an extension to the Purchase Order with Black & White Emergency Vehicles, LLC for the purchase of vehicle outfitting supplies and services in the amount of \$156,965.45.

Approved:

  
Dominic Lazzaretto  
City Manager



# STAFF REPORT

Public Works Services Department

**DATE:** May 6, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Briget Arndell, Environmental Services Manager

**SUBJECT:** AUTHORIZE PAYMENT TO THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY FOR THE ANNUAL COORDINATED INTEGRATED MONITORING PROGRAM COST SHARE IN THE AMOUNT OF \$220,828.96  
**CEQA: Not a Project**  
**Recommendation: Approve**

## **SUMMARY**

To meet state mandated stormwater requirements, the City of Arcadia became a founding member of the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority ("JPA"), consisting of the Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre. Following its formation, the JPA hired KOA Consulting, Inc. ("KOA") to oversee project management of all JPA projects and funding. As part of the JPA, the City of Arcadia pays membership fees and consultant fees directly to the JPA. The City of Arcadia's portion of the annual cost share for implementation of the Coordinated Integrated Monitoring Program ("CIMP") is due.

It is recommended that the City Council authorize payment to the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority for the annual Coordinated Integrated Monitoring Program cost share, in the amount of \$220,828.96.

## **BACKGROUND**

The National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit ("MS4 Permit", Order No. R4-2012-0175), establishes waste discharge requirements for stormwater and non-stormwater discharges within the watersheds of Los Angeles County. The MS4 Permit was adopted by the California Regional Water Quality Control Board, Los Angeles Region ("Regional Board"), on November 8, 2012, and became effective on December 28, 2012. The MS4 Permit allows permittees the flexibility to customize their stormwater programs to achieve compliance over time, through the development of an Enhanced Watershed Management Program ("EWMP")

on a watershed scale, utilizing customized strategies, control measures, and Best Management Practices (“BMPs”) to improve water quality.

In 2013, the Cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, and Sierra Madre, along with the County of Los Angeles and its Flood Control District, formed the Rio Hondo/San Gabriel River Water Quality Group, to fulfil the requirements of the Los Angeles County MS4 Permit. The Group included an Oversight Committee comprised of City Managers and/or their designated staff to represent each city. A Memorandum of Understanding (“MOU”) was executed by all agencies for cost sharing, and to develop the EWMP and Coordinated Integrated Monitoring Program (“CIMP”) for the Rio Hondo/San Gabriel River watersheds. A CIMP details how water monitoring will be conducted to assess water quality and includes specific analytical procedures, constituents, and monitoring frequencies. The CIMP is crucial for compliance with stormwater permits and long-term water quality improvements. In July 2014, these plans were submitted to the Regional Board for approval. On June 29, 2015, the CIMP was approved.

On May 17, 2022, the City Council authorized Arcadia to participate in a Joint Exercise of Powers Agreement with the Cities of Bradbury, Duarte, Monrovia, and Sierra Madre to create the Rio Hondo/San Gabriel River Watershed Management JPA. The JPA acts as the central hub for operational, administrative, and financial activities on behalf of the Group. In addition, it allows the Group to exercise common powers such as approving and awarding contracts; acquiring, constructing, managing, and conducting maintenance and operations for any building, structure, or capital improvement project; seeking grants and other financial aid; obtaining insurance; participating in legislative advocacy; and conducting outreach. Due to policy limitations, the County of Los Angeles, and the Los Angeles County Flood Control District could not be a participant in the JPA; however, both entities continue to enter into project-specific cost-share agreements with the JPA.

## **DISCUSSION**

Under prior agreements, the City of Arcadia served as the lead agency in administering and managing the contract for implementation of the CIMP. In December 2014, the Arcadia City Council approved a three-year contract with two, one-year optional extensions to CWE, Inc. for management of the CIMP effort, which expired in December 2020. On January 19, 2021, the City Council awarded a five-year Professional Services Agreement with CWE, Inc. for the continued implementation of the CIMP for the Rio Hondo/San Gabriel Water Quality Group, to aid in the administration, implementation, and cost sharing of the Agreement. In April 2022, the City Council approved an amendment to the agreement with CWE, Inc. to include additional activities resulting from new stormwater permit requirements.

With the creation of the JPA, Arcadia no longer oversees the agreement and no longer pays CWE, Inc. directly for the CIMP. All participating agencies pay their portion directly

to the JPA, including Arcadia. The JPA then pays CWE for the work, when completed and approved. The City of Arcadia's cost share amount for the CIMP this Fiscal Year is \$220,828.96. This is the amount the City agreed to pay as a member of the MOU that was signed in 2022.

### **ENVIRONMENTAL ANALYSIS**

The proposed action of authorizing a payment to the JPA 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. Any environmental reviews that might be necessary would be overseen by the JPA, acting as lead agency.

### **FISCAL IMPACT**

The City of Arcadia's cost share amount for the CIMP for Fiscal Year 2024-25 is \$220,828.96. Funds in the amount of \$258,000 are budgeted in the Fiscal Year 2024-25 Capital Improvement Program. The City of Arcadia is expected to receive approximately \$1,020,000 in local return from the Safe Clean Water Program (Measure W) annually, with these funds being allocated in the CIP for this contract. No General Fund monies will be utilized for this payment.

### **RECOMMENDATION**

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and authorize payment to the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority for the annual Coordinated Integrated Monitoring Program cost share in the amount of \$220,828.96.

Approved:

  
Dominic Lazzaretto  
City Manager

Attachment: Annual Coordinated Integrated Monitoring Program Cost Share Invoice



RIO HONDO/SAN GABRIEL RIVER  
WATERSHED MANAGEMENT AUTHORITY

# INVOICE

DATE: March 6, 2025  
INVOICE NO.: 25-CIMP-01  
**PAYMENT IS DUE UPON RECEIPT**

To: City of Arcadia  
Attn: Dominic Lazaretto

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**Rio Hondo/San Gabriel River Watershed Management Authority  
Annual Coordinated Integrated Monitoring Program Cost Share  
As Outlined Per Exhibit A and B of the MOA  
Fiscal Year 2024-2025**

Description	Amount
Annual Cost Allocation for Required Services (2021-2025)	\$191,443.04
Annual Cost Allocation For Preparation of Measure W Regional Application (2021-2025)	\$4,730.86
Annual Cost for Approved Added Services (Semi-Annual Progress Reports, Toxicity Sensitivity Screening, Cultural Resources Assessment) (2023-2025)	\$24,655.07
<b>Total Due</b>	<b>\$220,828.96</b>

Please remit payment to:

(via ACH)

Wells Fargo  
Account Name: RHSGR Checking  
Routing Number: 121000248  
Account Number: 4831818000

- or -

(via check)

Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority  
Attn: Koa Consulting, Inc.  
419 Main Street, No. 320  
Huntington Beach, CA 92648

## CMP Cost Share Exhibit

**Table 1: Cost for Original Required Services**

Scope of Work Items	Years 1-3	Year 4	Year 5	Total
Project Management, Coordination, Meetings	\$ 66,099.00	\$ 14,474.00	\$ 14,474.00	\$ 95,047.00
CIMP Requirements	\$ 1,205,621.00	\$ 299,176.00	\$ 299,242.00	\$ 1,804,039.00
Health and Safety Plan	\$ 11,066.00	\$ 4,404.00	\$ 4,404.00	\$ 19,874.00
Data Management and Reporting Methodology	\$ 29,304.00	\$ 9,768.00	\$ 9,768.00	\$ 48,840.00
Laboratory Analysis	\$ 183,419.00	\$ 60,325.00	\$ 60,325.00	\$ 304,069.00
Reports	\$ 211,740.00	\$ 70,580.00	\$ 70,580.00	\$ 352,900.00
Field Logs and Site Assessment Photos	\$ 35,838.00	\$ 11,946.00	\$ 11,946.00	\$ 59,730.00
CIMP Revision	\$ 73,952.00			\$ 73,952.00
Procurement and Installation of Monitoring Equipment	\$ 202,224.00			\$ 202,224.00
<b>Total Contract Amount</b>				<b>\$2,960,675.00</b>
Contingency (10%)				\$ 296,067.50
<b>Contract Amount Plus 10% Contingency</b>				<b>\$3,256,742.50</b>

**Table 2a: Costs Allocation for Required Services**

Cost Formula:

A. 10% Base Fee = [(Total Consultant costs - LACFD 5% Contribution) x 10%]/6 parties]

B. 90% Land Use = [(Total Consultant costs - LACFD 5% Contribution) x 90%] x Percentage of total land area (not including Angeles Forest)

Consultant cost + 5% program project admin fee = \$3,108,708.75

Agency	Acres (Developed Land sq.mi)	Percent of Area	Base Fee (1/6 <sup>th</sup> of 10%)	Land Use (90%)	Subtotal
City of Arcadia	11	34.16%	\$49,221.22	\$907,993.97	\$957,215.19
City of Bradbury	1.9	5.90%	\$49,221.22	\$156,835.32	\$206,056.54
City of Duarte	3.6	11.18%	\$49,221.22	\$297,161.66	\$346,382.88
City of Monrovia	8	24.84%	\$49,221.22	\$660,359.25	\$709,580.47
City of Sierra Madre	2.8	8.70%	\$49,221.22	\$231,125.74	\$280,346.96
County of Los Angeles	4.9	15.22%	\$49,221.22	\$404,470.04	\$453,691.26
LACFCD (5% Contribution)	-	-	-	-	\$155,435.44
<b>TOTAL</b>	<b>32.2</b>	<b>100</b>	<b>\$295,327.33</b>	<b>\$2,657,945.98</b>	<b>\$3,108,708.75</b>

Annual costs 2021-2025
\$ 191,443
\$ 41,211
\$ 69,277
\$ 141,916
\$ 56,069
\$ 90,738
\$ 31,087
<b>\$ 621,742</b>

**Table 2b: Costs Allocation For Preparation of Measure W Regional Application**

Preparation Costs for Measure W Regional Application \$72,980.00

Agency	Acres (Developed Land sq.mi)	Percent of Area	Base Fee (1/6 <sup>th</sup> of 10%)	Land Use (90%)	Subtotal
City of Arcadia	11	34.16%	\$1,216.33	\$22,437.95	\$23,654.28
City of Bradbury	1.9	5.90%	\$1,216.33	\$3,875.65	\$5,091.98
City of Duarte	3.6	11.18%	\$1,216.33	\$7,343.33	\$8,559.66
City of Monrovia*	8	24.84%	\$1,216.33	\$16,318.51	\$17,534.84
City of Sierra Madre	2.8	8.70%	\$1,216.33	\$5,711.48	\$6,927.81
County of Los Angeles	4.9	15.22%	\$1,216.33	\$9,995.09	\$11,211.42
<b>TOTAL</b>	<b>32.2</b>	<b>100</b>	<b>\$7,298.00</b>	<b>\$65,682.00</b>	<b>\$72,980.00</b>

Annual costs 2021-2025
\$ 4,731
\$ 1,018
\$ 1,712
\$ 3,507
\$ 1,386
\$ 2,242
<b>\$ 14,596</b>

\* NOTE: Monrovia to receive credit \$55,445.16

**Table 2c: Costs for Approved Added Services (Semi-Annual Progress Reports, Toxicity Sensitivity Screening, Cultural Resources Assessment)**

Costs to be added to Years 2023-2025

Consultant Costs for Additional Services + 5% Admin Fee \$240,213.75

Agency	Acres (Developed Land sq.mi)	Percent of Area	Base Fee (1/6 <sup>th</sup> of 10%)	Land Use (90%)	Subtotal
City of Arcadia	11	34.16%	\$3,803.38	\$70,161.81	\$73,965.20
City of Bradbury	1.9	5.90%	\$3,803.38	\$12,118.86	\$15,922.24
City of Duarte	3.6	11.18%	\$3,803.38	\$22,962.05	\$26,765.43
City of Monrovia	8	24.84%	\$3,803.38	\$51,026.77	\$54,830.16
City of Sierra Madre	2.8	8.70%	\$3,803.38	\$17,859.37	\$21,662.75
County of Los Angeles	4.9	15.22%	\$3,803.38	\$31,253.90	\$35,057.28
LACFCD (5% Contribution)					\$12,010.69
<b>TOTAL</b>	<b>32.2</b>	<b>100</b>	<b>\$22,820.31</b>	<b>\$205,382.76</b>	<b>\$240,213.75</b>

Annual costs 2023-2025
\$ 24,655
\$ 5,307
\$ 8,922
\$ 18,277
\$ 7,221
\$ 11,686
\$ 4,004
<b>\$ 80,071</b>

**Table 3: Annual Invoice Schedule**

Agency	January 2021	January 2022	January 2023	January 2024	January 2025
City of Arcadia	\$ 196,173.89	\$ 196,173.89	\$ 220,828.96	\$ 220,828.96	\$ 220,828.96
City of Bradbury	\$ 42,229.70	\$ 42,229.70	\$ 47,537.12	\$ 47,537.12	\$ 47,537.12
City of Duarte	\$ 70,988.51	\$ 70,988.51	\$ 79,910.32	\$ 79,910.32	\$ 79,910.32
City of Monrovia*	\$ 89,977.90	\$ 145,423.06	\$ 163,699.78	\$ 163,699.78	\$ 163,699.78
City of Sierra Madre	\$ 57,454.95	\$ 57,454.95	\$ 64,675.87	\$ 64,675.87	\$ 64,675.87
County of Los Angeles	\$ 92,980.54	\$ 92,980.54	\$ 104,666.30	\$ 104,666.30	\$ 104,666.30
LACFCD (5% Contribution)	\$ 31,087.09	\$ 31,087.09	\$ 35,090.65	\$ 35,090.65	\$ 35,090.65
<b>TOTAL</b>	<b>\$ 580,892.59</b>	<b>\$ 636,337.75</b>	<b>\$ 716,409.00</b>	<b>\$ 716,409.00</b>	<b>\$ 716,409.00</b>

\* Monrovia received a credit of \$55,445.16 that was applied against \$145,423.06 for the 2021 invoice



# STAFF REPORT

Development Services Department

**DATE:** May 6, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Lisa Flores, Deputy Development Services Director  
Prepared By: Melissa Chipres, Senior Planner

**SUBJECT:** FINAL TRACT MAP NO. 84023 FOR THE SUBDIVISION OF AN EIGHT-UNIT MULTI-FAMILY RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 826-830 SUNSET BOULEVARD  
**CEQA: Exempt**  
**Recommendation: Approve**

## **SUMMARY**

Tentative tract maps and final maps are required for all subdivisions of condominium units. In accordance with Arcadia Development Code Section 9105.05.050, the City Council shall approve a final map if it conforms to all the requirements of the subdivision regulations of the Development Code and the Subdivision Map Act. Tentative Tract Map No. 84023 was conditionally approved by the Planning Commission on April 25, 2023, for the subdivision of an approved multi-family development with eight residential condominium units, at 826-830 Sunset Boulevard.

Final Tract Map No. 84023 has met all applicable criteria for subdivision – refer to Attachment No. 1. Therefore, it is recommended that the City Council approve Final Tract Map No. 84023, along with a Categorical Exemption under the California Environmental Quality Act (“CEQA”).

## **BACKGROUND**

An eight-unit, three-story multi-family development (Architectural Design Review No. MFADR 22-08, Tentative Tract Map No. TTM 23-01 (84023), and Diseased Tree Removal Permit No. TRD 23-08) was originally approved by the Planning Commission on April 25, 2023. The original expiration date for TTM 23-01 was April 25, 2025. However, since the approval was set to expire before the City Council's review, the Applicant filed an extension request, which was approved for one year, extending the expiration date to April 8, 2026. A building permit was issued on April 26, 2024, and the development is currently under construction.

## **DISCUSSION**

The Final Tract Map submitted by the Applicant/Property Owner satisfies all conditions of approval set forth in the Tentative Map. The project is currently under construction and a Certificate of Occupancy will not be issued until the Map has been approved and recorded by the Los Angeles County Recorder's Office. The Map has been reviewed by the Los Angeles County Department of Public Works – refer to Attachment No. 2. The Map has been found to be in substantial compliance with both the Tentative Map, as conditionally approved by the Planning Commission, and the subdivision regulations of the City's Development Code and the State Subdivision Map Act.

## **ENVIRONMENTAL ANALYSIS**

Final Tract Map No. 84023 is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Section 15332 of the CEQA Guidelines as an infill development project. The Planning Commission affirmed this finding and conditionally approved Tentative Tract Map No. 84023 at its regular meeting on April 25, 2023.

## **FISCAL IMPACT**

There will be no fiscal impact to the City as a result of approving the Final Tract Map.

## **RECOMMENDATION**

It is recommended that the City Council approve Final Tract Map No. 84023 with a Categorical Exemption under the California Environmental Quality Act ("CEQA"), for the subdivision of an eight-unit, multi-family residential condominium development at 826-830 Sunset Boulevard.

Approved:

  
Dominic Lazzaretto  
City Manager

Attachment No. 1: Final Tract Map No. 84023

Attachment No. 2: Letter of Compliance from Los Angeles County Department of Public Works

1 LOT  
15,195 SQ. FT.

# TRACT NO. 84023

SHEET 1 OF 2 SHEETS

IN THE CITY OF ARCADIA  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT  
NO. 2731, AS PER MAP RECORDED IN BOOK 33, PAGE 29  
OF MAPS AND ALL OF PARCEL 2 OF PARCEL MAP NO.  
26706, AS PER MAP RECORDED IN BOOK 319, PAGES 30  
AND 31 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

**OWNER'S STATEMENT:**

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

828 SUNSET LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

ANNIE CHAN (MANAGING MEMBER)

**BENEFICIARY:**

ROYAL BUSINESS BANK, BENEFICIARY, UNDER A DEED OF TRUST RECORDED AUGUST 29, 2022, AS DOCUMENT NO. 20220856846 OF OFFICIAL RECORDS, RECORDS OF THE COUNTY OF LOS ANGELES.

PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC

PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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 \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC

PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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 \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

**SIGNATURE OMISSION NOTE:**

THE SIGNATURES OF LOS ANGELES TRUST & SAVING BANK, A CORPORATION, HOLDER OF AN EASEMENT AND RIGHT OF WAY FOR ERECTION, MAINTENANCE AND OPERATION OF POLE LINES, CONDUIT AND PIPE LINES FOR TRANSMISSION OF ELECTRIC ENERGY AND FOR TELEPHONE AND TELEGRAPH LINES BY DEED RECORDED JUNE 16, 1920 AS DOCUMENT NO. 16, IN BOOK 7272, PAGE 104 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED UNDER PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66436 (a)(3)(A) (I-vii), AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURES OF UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, HOLDER OF SUBSURFACE OIL AND GAS LEASE BY DEED RECORDED FEBRUARY 14, 1969, 16 AS DOCUMENT NO. 3382, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED UNDER PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66436 (a)(3)(C).

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DEPUTY \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 84023 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DEPUTY \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN SEPTEMBER, 2019, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANNIE CHAN, ON AUGUST 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JACK C. LEE, LS 8407  
EXPIRES: 6-30-2024

DATE \_\_\_\_\_



**BASIS OF BEARING:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N04°44'55"W OF THE CENTERLINE OF SUNSET BOULEVARD AS SHOWN ON MAP OF PARCEL MAP NO. 26706 RECORDED IN BOOK 319 PAGES 30 AND 31 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

**CITY ENGINEER'S CERTIFICATE:**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF ARCADIA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DATE \_\_\_\_\_ CITY ENGINEER, CITY OF ARCADIA  
KEVIN MERRILL  
R.C.E. 73799 EXPIRES: 6-30-2025

**CITY TREASURER'S CERTIFICATE:**

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF ARCADIA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE \_\_\_\_\_ CITY TREASURER  
CITY OF ARCADIA

**PLANNING COMMISSION'S CERTIFICATE:**

THIS IS TO CERTIFY THAT THE TENTATIVE MAP OF TRACT NO. 84023 WAS APPROVED AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_. I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY COMPLIES WITH THE PREVIOUSLY APPROVED TENTATIVE MAP.

DATE \_\_\_\_\_ SECRETARY OF THE PLANNING COMMISSION  
CITY OF ARCADIA

**FINANCE DIRECTOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE FEE REQUIRED BY SECTION 9118.4 OF THE MUNICIPAL CODE HAS BEEN PAID TO THE CITY OF ARCADIA.

DATE \_\_\_\_\_ FINANCE DIRECTOR - CITY OF ARCADIA

**CITY CLERK'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ARCADIA BY MOTION PASSED ON \_\_\_\_\_ APPROVED THE ATTACHED MAP.

DATE \_\_\_\_\_ CITY CLERK - CITY OF ARCADIA

**COUNTY SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY SURVEYOR

BY \_\_\_\_\_  
DIEGO G. RIVERA, DEPUTY \_\_\_\_\_ DATE \_\_\_\_\_  
L.S. NO. 9742

**CONDOMINIUM NOTE:**

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 8 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

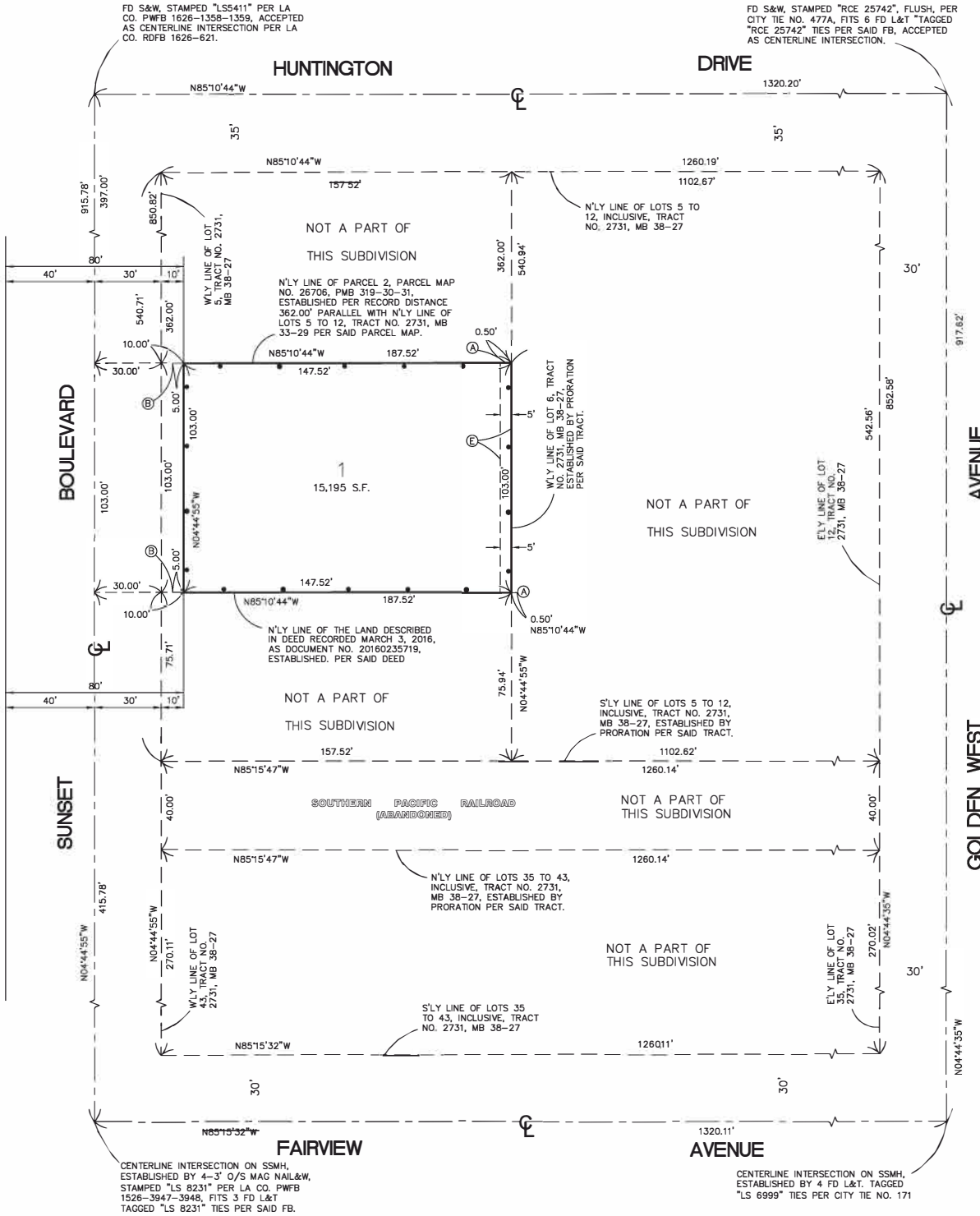
# TRACT NO. 84023

IN THE CITY OF ARCADIA  
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

**LEGEND**

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.



**EASEMENT NOTE:**

Ⓔ 5' WIDE EASEMENT TO LOS ANGELES TRUST & SAVING BANK, FOR PUBLIC UTILITIES PURPOSES, BY DEED RECORDED IN BOOK 7272, PAGE 104 OF DEEDS,

**SURVEYOR'S NOTES:**

Ⓐ SET L&T, TAGGED LS 8407, ON TOP OF WALL, 6" ABOVE GRADE.  
 Ⓑ SET L&T, TAGGED LS 8407



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

MARK PESTRELLA, Director

July 8, 2024

IN REPLY PLEASE  
REFER TO FILE: **LD-2**

Mr. Kevin Merrill  
City Engineer  
City of Arcadia  
P.O. Box 60021  
Arcadia, CA 91006-6021

Dear Mr. Merrill:

### **TRACT 84023**

Tract 84023 (enclosed) has been reviewed and approved by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with the Subdivision Map Act. It is ready for your examination and certification as to compliance with the conditions of approval and applicable City ordinances.

The City Council or Advisory Agency should make the findings required by the California Environmental Quality Act and the Subdivision Map Act.

After your approval and the approval of the City Council or Advisory Agency, the final map should be returned to Los Angeles County Public Works, Land Development Division, for filing with the Registrar-Recorder/County Clerk's office.

If you have any questions, please contact Ms. Anait Pogosyan of Public Works, Land Development Division, at (626) 458-4915 or [apogosya@pw.lacounty.gov](mailto:apogosya@pw.lacounty.gov).

Very truly yours,

MARK PESTRELLA, PE  
Director of Public Works

CIARA BARNETT, PE  
Assistant Deputy Director  
Land Development Division

AP:Ih  
P:\LDPUB\SUBMAP\LETTERS\CITY LETTERS - TRACT 84023 CITY LETTER (ARCADIA)2.DOC

Enc.



# STAFF REPORT

Office of the City Manager

**DATE:** May 6, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Justine Bruno, Deputy City Manager

**SUBJECT:** REPORT, DISCUSSION, AND DIRECTION REGARDING AN LA28 OLYMPICS AD-HOC COMMITTEE  
**CEQA:** Not a Project  
**Recommendation:** Provide Direction

## SUMMARY

On April 15, 2025, the LA28 Organizing Committee announced that Santa Anita Park will host the equestrian events for the 2028 Summer Olympics in Los Angeles. Subsequently, at the April 15, City Council Meeting, Council Member Cao received support to place the discussion of an LA28 Olympics Ad-Hoc Committee on a future City Council Agenda.

This agenda item is intended to allow the City Council to have a full discussion on a potential City Council Ad-Hoc Committee for the LA28 Olympics. It is recommended that the City Council provide direction on the establishment of an LA28 Olympics Ad-Hoc Committee, its purpose, and membership.

## DISCUSSION

The City of Los Angeles and the broader region last hosted the Olympics in 1984. During the 1984 Summer Olympics, Santa Anita Park was the host venue for the equestrian events. With a successful track record from 1984 and significant growth in lodging and infrastructure since, the City of Arcadia is well-positioned to welcome the Olympic Games once again in 2028.

An LA28 Olympics Committee (“Committee”) would function as an ad-hoc committee of the City Council, which are usually established to address a specific issue or task. The Committee would consist of a maximum of two members of the City Council and any applicable support staff. Meetings of the Committee, including its frequency, start time, and end-date would be set out in the resolution that authorizes its creation.

The purview of the Committee would be established by the City Council, but, generally, an ad-hoc committee should be narrow in scope. In this discussion, the City Council should also identify which of its members should serve on a potential committee. Since

the LA28 Summer Olympics is several years away and the 2026 City Council elections will occur in the interim, the City Council should consider designating members that will be present in 2028. However, the City Council or the Mayor, depending on how the authorizing resolution is worded, would have the ability to re-appoint different members should the need arise.

The Committee will be supported by City staff as designated by the City Manager. The Economic Development and Transportation divisions of the Development Services Department will play a key role in supporting the LA28 Olympics in Arcadia, making them a logical support team for a potential Committee. If approved, the Committee will provide updates to the City Council as necessary and may enlist support from other community partners to support the LA28 Summer Olympics in Arcadia.

### **ENVIRONMENTAL ANALYSIS**

The proposed discussion of an ad-hoc committee 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 fiscal impact associated with establishing a City Council ad-hoc committee is de minimis outside of any staff time and allocation of City facilities for use by the committee. If direction is provided to create a committee for these purposes, its mission and objectives will be determined at that time, and any potential costs would also be considered then.

As a local host for the LA28 Olympics, expenses associated with local transit, public safety, marketing, and other event support may arise. Any expenses incurred to directly support Santa Anita Park as an LA28 venue are expected to be fully reimbursed or offset by tourism revenue from the Games. These details will need to be identified and negotiated with the LA28 organizers and Santa Anita Park, similar to other events at the Park.

While unknown at this time, any expenses associated with events and activities surrounding the LA28 Olympics will be addressed in the normal budgetary process or brought forward separately for City Council approval. It is expected that an ad-hoc committee would study and provide recommendations on any such satellite events and activities.

### **RECOMMENDATION**

It is recommended that the City Council determine that this discussion does not constitute a project under the California Environmental Quality Act ("CEQA"); and provide direction regarding the establishment of an LA28 Olympics Ad-Hoc Committee.