



**CITY OF SOUTH PASADENA  
CITY COUNCIL REGULAR MEETING AGENDA**

**Council Chamber  
1424 Mission Street, South Pasadena, CA 91030**

**November 20, 2019, at 7:30 p.m.**

*In order to address the City Council, please complete a Public Comment Card.  
Time allotted per speaker is three minutes.  
No agenda item may be taken after 11:00 p.m.*

**CALL TO ORDER:** Mayor Marina Khubesian, M.D.

**ROLL CALL:** Councilmembers Michael A. Cacciotti, Diana Mahmud, and Richard D. Schneider, M.D.; Mayor Pro Tem Robert S. Joe; and Mayor Marina Khubesian, M.D.

**PLEDGE OF ALLEGIANCE:** Councilmember Michael A. Cacciotti

**1. CLOSED SESSION  
ANNOUNCEMENTS:** A Closed Session Agenda has been posted separately.

**PRESENTATIONS**

- 2. Certificate of Recognition – Alianne Crockett**
- 3. Certificate of Recognition – South Pasadena Beautiful**
- 4. Certificate of Recognition – Transition South Pasadena**

**PUBLIC COMMENTS AND SUGGESTIONS**

(Time limit is three minutes per person)

The City Council welcomes public input. Members of the public may address the City Council by completing a public comment card and giving it to the Chief City Clerk prior to the meeting. At this time, the public may address the City Council on items that are not on the agenda. Pursuant to state law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

**COMMUNICATIONS**

**5. Councilmembers Communications**

Time allotted per Councilmember is three minutes. Additional time will be allotted at the end of the City Council Meeting agenda, if necessary.

**6. City Manager Communications**

**7. Reordering of and Additions to the Agenda**

**OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

In order to address the City Council, please complete a Public Comment card. Time allotted per speaker is three minutes. Items listed under the consent calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless an audience member or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

**CONSENT CALENDAR**

**8. Minutes for the Special City Council Meeting on November 6, 2019**

**9. Minutes of the Regular City Council Meeting on November 6, 2019**

**10. Discretionary Fund Request from Mayor Khubesrian for \$1,000 to the South Pasadena Tournament of Roses Committee for Float Construction and Operations in Memory of Paul Abbey**

Recommendation

It is recommended that the City Council approve a Discretionary Fund request by Mayor Marina Khubesrian for \$1,000 for the Tournament of Roses in memory of Paul Abbey.

**11. Discretionary Fund Request from Mayor Pro Tem Joe for \$1,000 for South Pasadena Beautiful Post Office Project**

Recommendation

It is recommended that the City Council approve a Discretionary Fund request by Mayor Pro Tem Robert Joe for \$1,000 for the purpose of assisting South Pasadena Beautiful, a non-profit group, with cost of the re-landscape of the Post Office.

**12. Discretionary Fund Request from Councilmember Mahmud for \$1,500 for the Ray Bradbury Fused Glass Windows in the Library Conference Room**

Recommendation

It is recommended that the City Council approve a Discretionary Fund request by Councilmember Diana Mahmud for \$1,500 for the Ray Bradbury Fused Glass Windows in Library Conference Room.

**13. Approval of Co-Sponsorship of the South Pasadena Chamber of Commerce Annual Holiday Mixer**

Recommendation

It is recommended that the City Council approve the request to co-sponsor the South Pasadena Chamber of Commerce Annual Holiday Mixer which will coincide with the Mayor’s State of the City Event on December 3, 2019 at the War Memorial Building.

**14. Adoption of Resolution Adding a Non-Profit Rate for Providers of Specific Mental Health Services to the Master Schedule of Fees**

Recommendation Action

It is recommended that the City Council adopt a resolution adding a new fee category for “non-profit mental health service providers” to the Master Schedule of Fees for Service (Fee Schedule).

**15. Approval of Job Descriptions for Part Time Maintenance Assistant, Community Improvement Coordinator and Maintenance Worker I and II**

Recommendation

It is recommended that the City Council:

1. Approve the job description for Part Time Maintenance Assistant; and
2. Approve the job description for Community Improvement Coordinator; and
3. Approve the job description for Maintenance Worker I and II.

**16. Second Reading and Adoption of an Ordinance Establishing a Major Project Review**

Recommendation

It is recommended that the City Council read by title only for the second reading, waiving further reading, and adopt an Ordinance establishing a Major Project Review.

**17. Project No. 2246-MIL - Approval of a Mills Act Contract for Property Located at 209 Beacon Avenue, Landmark No. 52, Whitney R. Smith House and Studio (Assessor’s Parcel Number 5317-006-001)**

Recommendation

It is recommended that the City Council approve and enter into a Mills Act contract with the property owners of 209 Beacon Avenue, Landmark No. 52, Whitney R. Smith House and Studio.

**18. Project No. 2236-MIL - Approval of a Mills Act Contract for Property Located at 320 Grand Avenue, Landmark No. 54, the Koebig House (Assessor's Parcel Number 5317-040-008)**

Recommendation

It is recommended that the City Council approve and enter into a Mills Act contract with the property owners of 320 Grand Avenue, Landmark No. 54, the Koebig House.

**19. Project No. 2245-MIL - Approval of a Mills Act Contract for Property Located at 915 Palm Avenue (Assessor's Parcel Number 5313-008-025)**

Recommendation

It is recommended that the City Council approve and enter into a Mills Act contract with the property owners of 915 Palm Avenue, which is a contributor to the designated El Centro-Indiana-Palm Historic District.

**20. Project No. 2247-MIL - Approval of a Mills Act Contract for Property Located at 925 Palm Avenue (Assessor's Parcel Number 5313-008-021)**

Recommendation

It is recommended that the City Council approve and enter into a Mills Act contract with the property owners of 925 Palm Avenue, which is a contributor to the designated El Centro-Indiana-Palm Historic District.

**ACTION/DISCUSSION**

**21. Adoption of the South Pasadena Green Action Plan**

Recommendation

It is recommended that the City Council adopt the South Pasadena Green Action Plan.

**22. Award of Construction Contract to EC Construction Company for Citywide Bike Parking at Various Locations for an Amount Not-to-Exceed \$204,780 in Grant Funds**

Recommendation

It is recommended that the City Council:

1. Receive additional information on citywide bike parking project requested by the City Council; and
2. Accept a bid dated October 15, 2019 from E C Construction Company to install bike parking citywide at various locations (Project); and
3. Authorize the City Manager to enter into a contract with E C Construction Company for an amount not-to-exceed \$204,780 for the Project; and
4. Authorize a construction contingency of approximately ten percent in the amount of \$20,470 for a total amount of \$225,250.



**REPORTS**

**23. Status of Regional Transportation Projects and Funding (Presentation Only)**

**ADJOURNMENT**

**FUTURE CITY COUNCIL MEETINGS  
(OPEN SESSION)**

December 4, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.
December 18, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.
January 1, 2020	Regular City Council Meeting	Cancelled	7:30 p.m.
January 15, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.

**PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS**

Prior to meetings, City Council Meeting agenda packets are available at the following locations:

- City Clerk’s Division, City Hall, 1414 Mission Street, South Pasadena, CA 91030;
- City website: [www.southpasadenaca.gov/agendas](http://www.southpasadenaca.gov/agendas)

Agenda related documents provided to the City Council are available for public inspection in the City Clerk’s Division, and on the City’s website at [www.southpasadenaca.gov/agendas](http://www.southpasadenaca.gov/agendas). During the meeting, these documents will be available for inspection as part of the “Reference Binder” kept in the rear of the City Council Chamber.

Regular meetings are broadcast live on Spectrum Channel 19 and AT&T Channel 99. Meetings are also streamed live via the internet at [www.southpasadenaca.gov/agendas](http://www.southpasadenaca.gov/agendas).

**AGENDA NOTIFICATION SUBSCRIPTION**

Individuals can be placed on an email notification list to receive forthcoming agendas by calling the City Clerk’s Division at (626) 403-7230.

**ACCOMMODATIONS**



The City of South Pasadena wishes to make all of its public meetings accessible to the public. Meeting facilities are accessible to persons with disabilities. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Hearing assistive devices are available in the Council Chamber. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

*I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's website as required by law.*

11/14/19

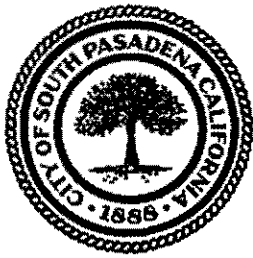
Date

/s/

\_\_\_\_\_

Maria E. Ayala

Chief City Clerk



# City Council Agenda Report

ITEM NO. 22

**DATE:** November 20, 2019 (continued from November 6, 2019)

**FROM:** Stephanie DeWolfe, City Manager *[Signature]*

**PREPARED BY:** Shahid Abbas, Public Works Director  
Kristine Courdy, Deputy Public Works Director *[Signature]*

**SUBJECT:** Award of Construction Contract to E C Construction Company for Citywide Bike Parking at Various Locations for an Amount Not-to-Exceed \$204,780 in Grant Funds

## Recommendation

It is recommended that the City Council:

1. Receive additional information on citywide bike parking project requested by the City Council; and
2. Accept a bid dated October 15, 2019 from E C Construction Company to install bike parking citywide at various locations (Project); and
3. Authorize the City Manager to enter into a contract with E C Construction Company for an amount not-to-exceed \$204,780 for the Project; and
4. Authorize a construction contingency of approximately ten percent in the amount of \$20,470 for a total amount of \$225,250.

## Executive Summary

On November 6, 2019, the City Council directed staff to: 1) Evaluate the possibility of replacing the current City custom design bike hitches (consistent with those located at City Hall, city parks, and the Arroyo Seco Bike and Pedestrian trail) with the inverted "U-rack" type bike parking; 2) Research "off-the-shelf" alternatives that may be less expensive; and 3) Provide photos of the proposed bike parking locations.

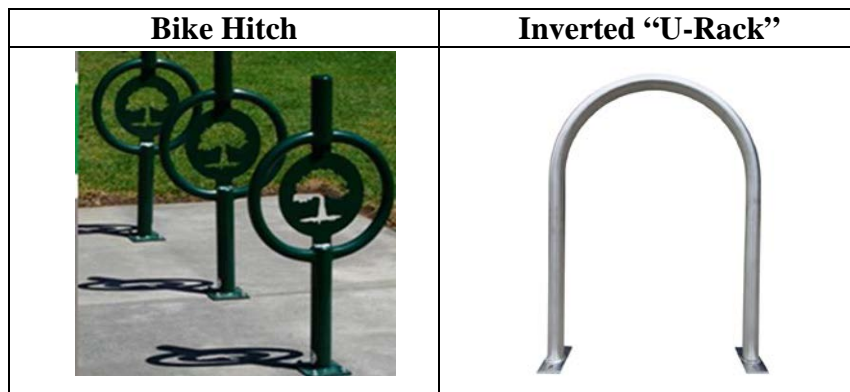
In response, staff contacted four vendors and none of them maintained an "off-the-shelf" bike rack inventory. All vendors quoted a minimum lead time of six to eight weeks to manufacture the inverted "U-rack". Changing the specification of the bike racks to inverted "U-rack" design would result in a substantial change to the scope of work which would require the project to be competitively re-bid under the Public Contract Code. Rebidding the project would likely add another 8 to 12 weeks to the project schedule, and therefore may jeopardize the available grant funding for this project. The current project schedule as proposed is an aggressive schedule that doesn't have any flexibility for unforeseen conditions or delays (such as holidays' or manufacturing delays):

November 2019	December 2019	January 2020	February 2020	March 2020	April 2020
11/20/19: Contract Approval 11/21/19 to 12/5/19: Process contract award & purchase order	12/5/19: Issue Notice to Proceed 12/6/19: Order Equipment	12/6/19 to 1/31/20: Equipment lead time and begin site preparation for bike rack installation	2/3/20 to 2/28/20: Begin installing bike racks 2/28/20 to 3/3/20: Prepare Project Punchlist	3/4/20 to 3/15/20: Complete Punchlist 3/15/20: Project completion & prepare final invoice	4/1/20 Final Invoice Due to Granting Agency

Therefore, in order for the City to maintain the grant funding, staff is recommending to proceed with the contract award to E C Construction Company for the citywide bike parking project. Minor field adjustments can be made to the bike parking locations after the award of the contract.

**Discussion/Analysis**

On November 6, 2019, the City Council considered a contract award for citywide bike parking at various locations (see Attachment 1). Based on the public comments from Active SGV, South Pasadena residents and the cycling community, the City Council directed staff to evaluate the possibility of replacing the proposed City custom design bike hitches with the inverted “U-rack” type bike parking, research off the “U-rack” shelf alternatives, and provide photos of the proposed bike parking locations (Attachment 2). A photo of each bike parking is shown below:



Staff contacted four vendors to get updated information on the inverted “U-racks”. Vendors indicated that the basic inverted “U-racks”, no custom features included, are not available off the shelf, and will need to be manufactured upon placement of an order. As of now, all four vendors that were contacted had a minimum six to eight week lead time for the equipment. Additional delays are anticipated due to the holidays’ season.

The original bids received from the contractor included an installed price for the rack (including delivery, contractor oversight, and installation). The suggested inverted “U-rack” design has different installation requirements, therefore the plans would need to be revised to include the “U-rack” installation detail. The installation costs are anticipated to be higher than the original proposed bike hitch. Changing the specification of the bike racks, installation detail and locations would result in a substantial enough substantial change to the scope of work which would require the project to be competitively re-bid under the Public Contract Code. Re-bidding the project would likely add another 8 to 12 weeks to the project schedule, and may jeopardize

the available grant funding for this project. Furthermore, the City only received one responsive bid in the last round and there is no guarantee that the City will receive bids moving forward.

Original proposed bike parking locations were selected based on community feedback as part of the Bike Master Plan, input provided by Active SGV as part of the Bike Friendly Business District Program, and input received from the City Departments. Some of the locations originally requested did not allow for the required ADA access on the sidewalks, therefore adjustments had to be made to relocate the bike racks to maintain ADA access along the sidewalks. Attachment 2 outlines bike parking locations. If the City Council chooses to award the contract in its original form, then minor field adjustments can be made to these locations after the award of the contract. Significant changes in the bike parking locations may require rebidding and result in delay in the project and potentially jeopardize the project grant funding.

### **Fiscal Impact**

In 2012 the City submitted a grant application for the South Pasadena Bicycle Parking project under the Caltrans Bicycle Transportation Account (BTA) fund, which was subsequently awarded. Staff turnover and competing priorities have delayed the implementation of this project. Since the grant was awarded, the BTA has granted several extensions for this funding. In March 2018, Staff received a letter from the BTA coordinator providing all agencies with outstanding funds a uniform final deadline of April 1, 2020 to submit the final invoice for their projects. For the City to meet this invoice deadline, the project would need to be completed by mid-March 2020. Staff reached out to the granting agency for a possible extension. The agency responded that another extension would be highly unlikely.

### **Legal Review**

The City Attorney has reviewed this item.

### **Attachments:**

- 1) November 4, 2019 Staff Report
- 2) Map and Photographs of Proposed Bike Parking Locations

**ATTACHMENT 1**  
November 4, 2019 Staff Report



# City Council Agenda Report

ITEM NO. \_\_\_\_

**DATE:** November 6, 2019

**FROM:** Stephanie DeWolfe, City Manager *[Signature]*

**PREPARED BY:** Shahid Abbas, Public Works Director *[Signature]*  
 Kristine Courdy, Deputy Public Works Director

**SUBJECT:** Award of Construction Contract to E C Construction Company for Citywide Bike Parking at Various Locations for an Amount Not-to-Exceed \$204,780 in Grant Funds

### Recommendation

It is recommended that the City Council:

1. Accept a bid dated October 15, 2019 from E C Construction Company to install bike parking citywide at various locations (Project); and
2. Authorize the City Manager to enter into a contract with E C Construction Company for an amount not-to-exceed \$204,780 for the Project; and
3. Authorize a construction contingency of approximately ten percent in the amount of \$20,470 for a total amount of \$225,250.

### Community Outreach

In 2012, the City was awarded a grant for bicycle parking, lockers, shelters and hitches. The bicycle parking is a part of the 2011 Bike Master Plan and the Project locations were selected after soliciting input from the community. The bike parking contract award was considered at the June 19, 2019 City Council Meeting. At that meeting, the City Council directed Staff to perform additional outreach regarding the bike lockers. Staff met with the Chamber of Commerce and Active San Gabriel Valley (SGV) to discuss the proposed bike lockers. Both groups expressed concerns with the bike lockers proposed in the original scope of work. Some of the major concerns expressed were the theft of the bike lockers and lockers being used to store other items besides bicycles.

### Discussion/Analysis

Early in 2019 the project went out to bid and the following three firm's submitted bids:

Contractor	Total Bid Amount
E C Construction Co., <i>So. El Monte, CA</i>	\$244,580
Community Playgrounds, Inc., <i>Vallejo, CA</i>	\$321,061
Cerco Engineering, <i>Los Angeles, CA</i>	Non-Responsive

The bid specifications were revised to remove the lockers. Removing the lockers substantially changed the project scope of work, requiring updates to the bid documents. Therefore, the Project was re-advertised for bid on September 27, 2019 and below is a summary of the updated bid received on October 15, 2019:

<b>Contractor</b>	<b>Total Bid Amount</b>
E C Construction Co., So. El Monte, CA	\$204,780

The City needs a manufacturer who can provide custom bike rack designs (hitches) to match the existing City designs. The manufacturer selected has experience, as they have provided some of the existing hitches throughout the City before. Due to the specialized nature of this project and the majority of the cost being in the manufacturing of the bicycle storage facilities, staff believes that it is highly unlikely that formally re-advertising the project would yield better results.

EC Construction Company is the successful lowest responsible bidder with a base bid of \$204,780. Staff has checked the company's references and their work has been verified to be of good quality. Therefore, Staff recommends award of the Project to EC Construction Company. The Project is expected to be completed in 120 working days.

#### **Next Steps**




Upon execution of the contract, the contractor will order the bike shelters and custom bike hitches which have a long lead time. Installation will begin immediately upon delivery of the bike storage facilities.

#### **Background**

The Project in general consists of providing parking for bicycles at various locations. The grant application identified three types of bike parking: bike hitches, bike shelters and bike lockers, as illustrated in the images on the subsequent page. The Project includes the installation of bicycle parking at Heritage Plaza, Arroyo Seco Trail, Arroyo Park, Library Park, Garfield Park, and throughout the City in the Business District. A total of 196 bicycle parking spaces will be installed. The Project will benefit the Community by providing adequate bicycle parking that will encourage bicycling in the City.

Based on the input received from the Chamber of Commerce and Active SGV, and lack of municipal code section to ensure proper use of bike lockers, bike lockers are removed from the project scope. The bike lockers will be replaced with bike shelters and additional bike hitches to meet the 196 bike parking spaces scoped in the grant application. Bike lockers can be considered in the future as a regional approach in coordination with Metro to determine effective locations and appropriate rental terms.



<b>Bike Hitch</b>	<b>Bike Shelter</b>	<b>Bike Locker</b>
		
<p>A hitch is a metal fixture used to secure bicycles.</p>	<p>A shelter is an enclosure in combination with the hitches used to protect the bicycles from environmental elements.</p>	<p>A bike locker is a bicycle storage facility.</p>

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

Sufficient funds have been budgeted in the following accounts to adequately fund the cost of this contract as follows: BTA grant (Account No. 101-9000), street funds (local match required by the grant) (Account No. 104-9000) and transportation development act (TDA) funds (Account No. 245-9000).

**Environmental Analysis**

This Project is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301 Class (1) “existing facilities.”

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

**Attachments:**

- 1) Construction Contract Agreement with E C Construction Company
- 2) Map of Proposed Bike Parking Locations

Bike Parking Funding	Commitments		Funding Sources	
	Contract	BTA (101)	TDA (245)	Other (104)
<b>TOTAL</b>	<b>\$ 267,626.94</b>	<b>\$ 184,500.00</b>	<b>\$ 53,413.00</b>	<b>\$ 30,425.00</b>
Preliminary Engineering	\$ 10,288.94	\$ 11,000.00	\$ -	\$ -
Construction Engineering (CM)	\$ 32,080.00	\$ 17,000.00	\$ -	\$ 15,080.00
Construction	\$ 204,780.00	\$ 156,500.00	\$ 48,280.00	\$ -
10% Construction Contingency	\$ 20,478.00	\$ -	\$ 5,133.00	\$ 15,345.00

10% Local  
Match  
Required for  
BTA, TDA  
Applies

**ATTACHMENT 1**  
Construction Agreement with  
E C Construction Company

# CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT made and entered into this 6<sup>th</sup> day of November, 2019, by and between the CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and E C CONSTRUCTION COMPANY, "CONTRACTOR."

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

**1. Contract Documents.** The complete contract and agreement ("AGREEMENT") consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications (**Project No. 2019-04**), Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, this Contract/Agreement, Standard Specifications, Special Provisions, Reference Specifications, the documents in the Appendix, if any, and all mutually agreed-upon modifications and amendments thereto. In the event of conflict between these documents, precedence shall be determined under section 2-5.2 of the Standard Specifications.

**2. Scope of Services.** CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Bike Shelters and Hitches at Various Locations (Project No. 2019-04)** all in accordance with the Contract Documents, Contractor's Proposal dated October 15, 2019 and Exhibit A.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

**3. Compensation.** CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of Two Hundred Four Thousand Seven Hundred and Eighty Dollars (\$204,780).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

**4. Time for Completion.** CONTRACTOR agrees to commence construction of the Work of Improvement within fifteen (15) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within One Hundred Twenty (120) working days from the date the Notice to Proceed is issued.

**5. Time is of the Essence.** Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage

which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

**6. Prevailing Wages Required.** The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, \$200.00 for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

**7. 8-Hour Day.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of \$200.00 for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

**8. Workers Compensation.** CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 I will comply with such provisions before commencing the performance of the work of this Contract."

**9. Bonds.** CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

**10. Arbitration.** This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such

claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

**11. Prompt Payment.** This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

**12. Securities for Retentions.** At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

**13. Registration with DIR.** Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal and prior to performing any work. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**14. Subcontractor Eligibility.** This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

**15. Apprentices.** CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

**16. Records.** CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.

**17. Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless CITY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. CONTRACTOR shall not be entitled to any refund of attorneys’ fees, defense costs and expenses in the event that it is adjudicated to have been non-negligent.

CONTRACTOR shall not be required to defend or indemnify CITY for liabilities caused by the sole active negligence or willful misconduct of CITY.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

**18. Attorneys’ Fees Following Disputes.** In the event of a dispute between the parties under this AGREEMENT, the prevailing party is not entitled to attorneys’ fees from the other party. This provision takes precedence over any conflicting provision in any of the documents which are incorporated herein by reference.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY MANAGER and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

E C CONSTRUCTION COMPANY  
CONTRACTOR

BY \_\_\_\_\_

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

BY \_\_\_\_\_

CITY OF SOUTH PASADENA

\_\_\_\_\_  
Stephanie DeWolfe, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Evelyn G. Zneimer, CITY CLERK

\_\_\_\_\_  
Teresa Highsmith, CITY ATTORNEY



## **Exhibit A**

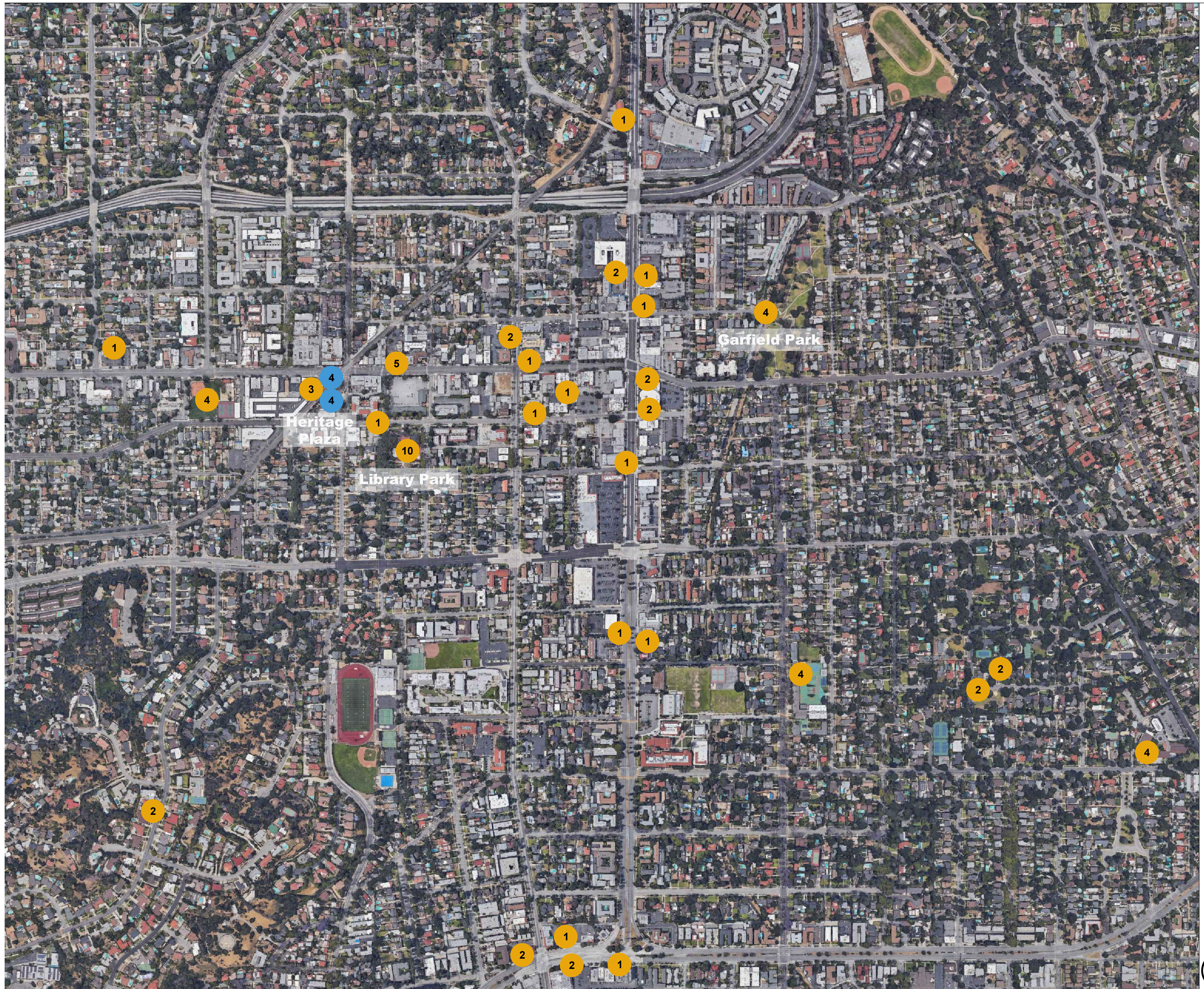
### **Scope of Services**

E C Construction Company will furnish all labor, materials, equipment and transportation, and do all the work required to complete the following work in accordance with the project Plans and Specifications:


1. Mobilization
2. Traffic Control
3. Furnish and Install Two (2) Bike Shelters and Eight (8) Bike Hitches on the Arroyo Seco Trail
4. Furnish and Install Four (4) Bike Hitches near Arroyo Park Playground
5. Furnish and Install Four (4) Bike Hitches in Arroyo Park Field 3
6. Furnish and Install Three (3) Bike Hitches in Arroyo Park Nelson Field
7. Furnish and Install Two (2) Bike Shelters and Eleven (11) Bike Hitches in Heritage Plaza
8. Furnish and Install Ten (10) Bike Hitches in Library Park
9. Furnish and Install Four (4) Bike Hitches in Garfield Park
10. Furnish and Install all Irrigation Installation, Modification and Relocation Work for the Entire Project
11. Furnish and Install Bike Hitches at Various Locations

**ATTACHMENT 2**  
**Map of Proposed Bike Parking Locations**

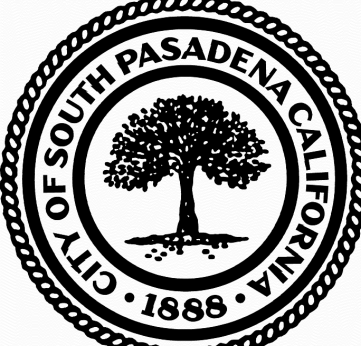




DATE	BASIS OF BEARING	BENCH MARK


  
 6800 INDIANA AVENUE,  
 SUITE #245  
 RIVERSIDE, CA 92506  
 LIC. #2799  
 PH. (951) 781-1930  
 FAX (951) 686-8091

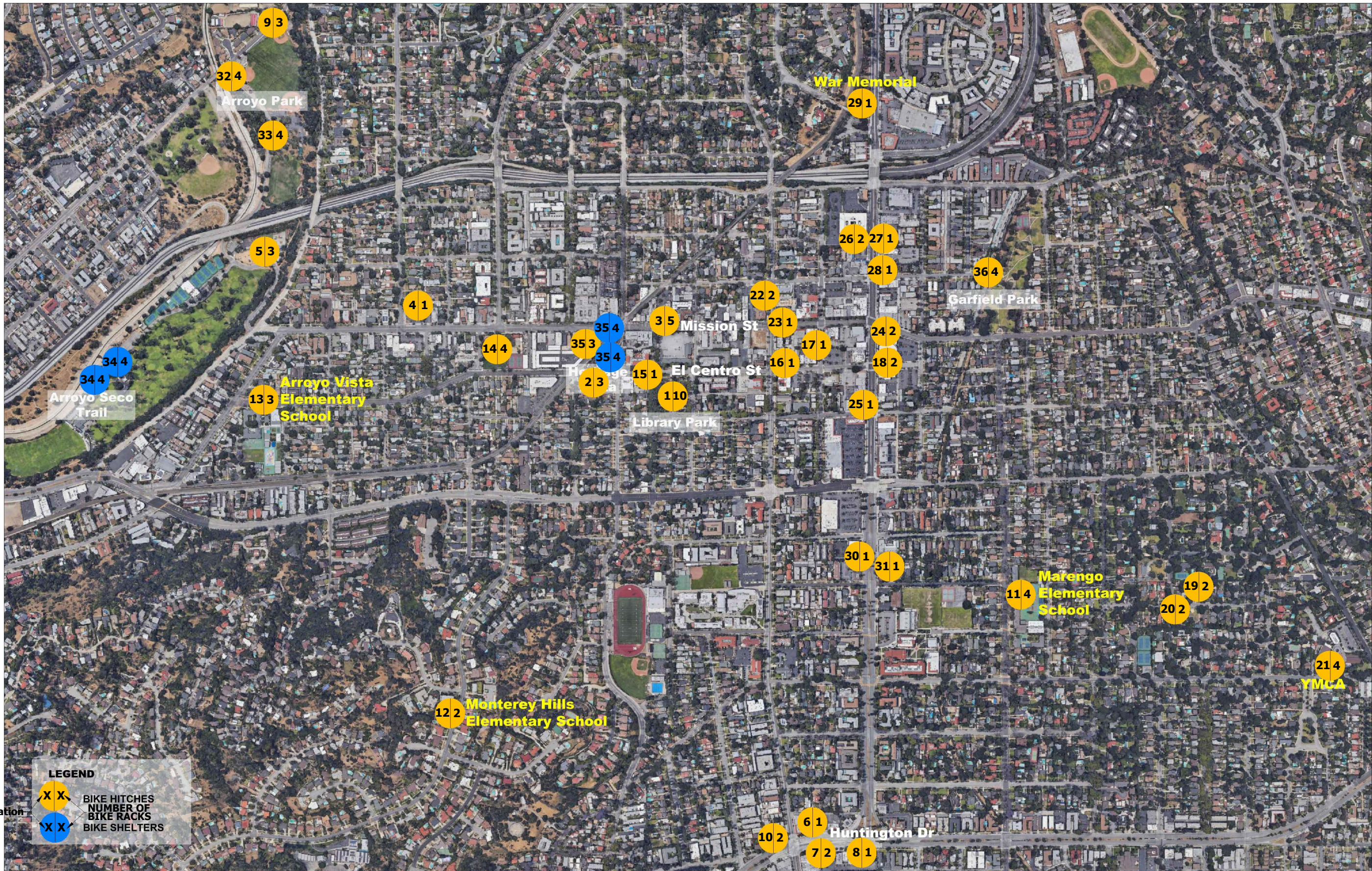
REVIEWED IN ACCORDANCE WITH CITY'S  
 POLICY CONDITIONS OF APPROVAL BY:  
 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 RLA NO. \_\_\_\_\_ EXP. DATE \_\_\_\_\_


  
**CITY OF SOUTH PASADENA**  
 SOUTH PASADENA BIKE LOCKERS,  
 SHELTERS, AND HITCHES  
**OVERALL SITE MAP**

PROJECT NO. 2019-04  
 SHEET NO. 2 OF 18  
 FEBRUARY 12, 2019

PROJECT NO. 2019-04  
 SHEET NO. 2 OF 18





**LEGEND**

BIKE HITCHES  
 NUMBER OF BIKE RACKS  
 BIKE SHELTERS

Location

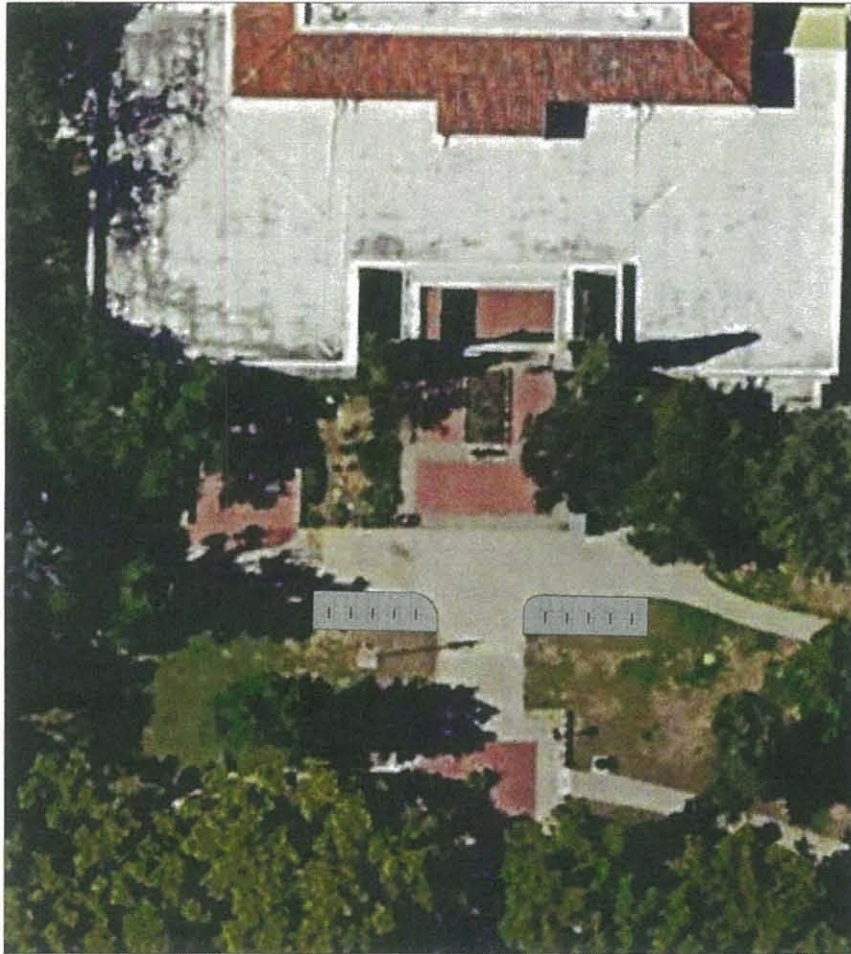
Underground Service Alert  Call: TOLL FREE 1-800-422-4133 TWO WORKING DAYS BEFORE YOU DIG	<b>REVISIONS</b> NO. DESCRIPTION APP. DATE		BASIS OF BEARING	BENCH MARK	  6800 INDIANA AVENUE, SUITE #245, RIVERSIDE, CA 92506 LIC. #2799 PH. (951) 781-1930 FAX (951) 686-8091	REVIEWED IN ACCORDANCE WITH CITY'S POLICY CONDITIONS OF APPROVAL BY: SIGNATURE DATE RLA NO. EXP. DATE	 <b>CITY OF SOUTH PASADENA</b> SOUTH PASADENA BIKE LOCKERS, SHELTERS, AND HITCHES <b>OVERALL SITE MAP</b> PROJECT NO. 2019-04 SHEET NO. 2 OF 18 FEBRUARY 12, 2019
	NO. DESCRIPTION APP. DATE						



**ATTACHMENT 2**  
Map and Photographs of  
Proposed Bike Parking Locations

22-20

**LIBRARY PARK**  
 MAP LOCATIONS - HITCHES 1-10  
 (5) HITCHES AT EACH LOCATION



**SITE PLAN & PHOTOS**



Underground Service Alert  
 Call TOLL FREE  
 1-800-422-4133  
 120 WORKING DAYS BEFORE YOU DIG

REVISIONS		
NO.	DESCRIPTION	DATE

BASE OF BEARING

BENCH MARK



**RA**  
 6800 INDIANA AVENUE,  
 SUITE #245  
 RIVERSIDE, CA 92506  
 LIC. #2788  
 PH: (951) 381-1930  
 FAX: (951) 388-8091

REVIEWED IN ACCORDANCE WITH CITY'S  
 POLICY CONDITIONS OF APPROVAL BY:  
 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 PLA NO \_\_\_\_\_ EXP DATE \_\_\_\_\_



**CITY OF SOUTH PASADENA**  
 SOUTH PASADENA BIKE LOCKERS,  
 SHELTERS, AND HITCHES  
 LIBRARY PARK  
 FEBRUARY 12, 2018 PROJECT NO. 2018-54  
 SHEET NO. 14 OF 18





② | ③ EL CENTRO STREET  
- ADJACENT TO GOLDLINE STATION





3/5 SPUSD BUILDING





4/1 SEÑOR FISH





53

DOG PARK / BATTING CAGES



61 HUNTINGTON DRIVE  
VETERINARIAN BUILDING



7/2 HUNTINGTON DRIVE  
BIG LOTS / BUS STOP





R CONNECTIONS  
Hair Loss Care  
(626) 441-8011

mcs TEK

D.J. Nails & Spa

Dry Cleaners

81 HUNTINGTON DRIVE  
OFFICE TOWER



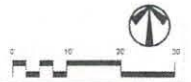
# ARROYO PARK NELSON FIELD

## MAP LOCATION - HITCHES 27-29

(4) ~~3~~ HITCHES



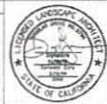
### SITE PLAN & PHOTOS



Underground Service Alert  
Call: TOLL FREE  
1-800-422-4133  
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS			
NO.	DESCRIPTION	APP.	DATE

BASE OF BEARING	BENCH MARK



**R.A.**  
LANDSCAPE ARCHITECTURE  
6000 INDIANA AVENUE,  
SUITE #245  
RIVERSIDE, CA 92506  
LIC. #2799  
PH. (951) 781-1930  
FAX (951) 686-8091

REVIEWED IN ACCORDANCE WITH CITY'S  
POLICY CONDITIONS OF APPROVAL BY:  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
PLA NO \_\_\_\_\_ EIP DATE \_\_\_\_\_



CITY OF SOUTH PASADENA  
SOUTH PASADENA BIKE LOCKERS,  
SHELTERS, AND HITCHES  
ARROYO PARK NELSON FIELD  
FEBRUARY 12, 2019  
PROJECT NO. 2018-04  
SHEET NO. 10 OF 13

22-28





10 | 2 HUNTINGTON DRIVE  
STARBUCKS



DROP-OFF ZONE  
NO PARKING  
7:30AM - 8:30AM  
TOW AWAY  
WHEN SCHOOL  
IS IN SESSION  
MON - FRI

BEGIN

11/4 MARENGO ELEMENTARY SCHOOL



MONTEREY HILLS SCHOOL



12/2 MONTEREY HILLS  
ELEMENTARY SCHOOL





13/3 ARROYO VISTA  
ELEMENTARY SCHOOL





144 ORANGE GROVE PARK



EXCEPT BY PERMIT

**TOW-AWAY**  
**NO**  
**PARKING**  
Thursday  
Sept 6, 2018  
8:00am - 3:00pm  
TOW AWAY  
*Street Painting*

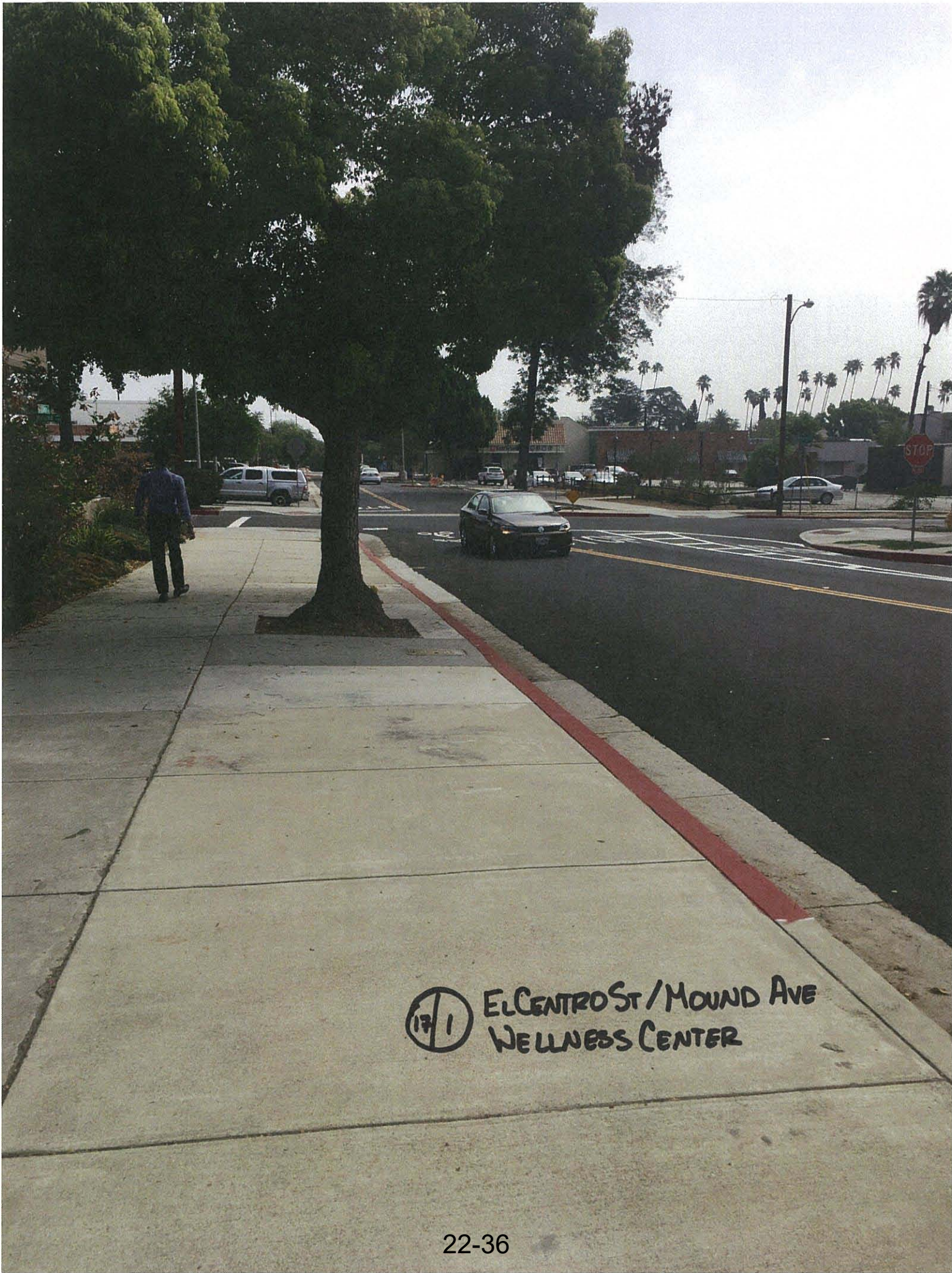
1511 KALDI'S



FREMONT CENTER

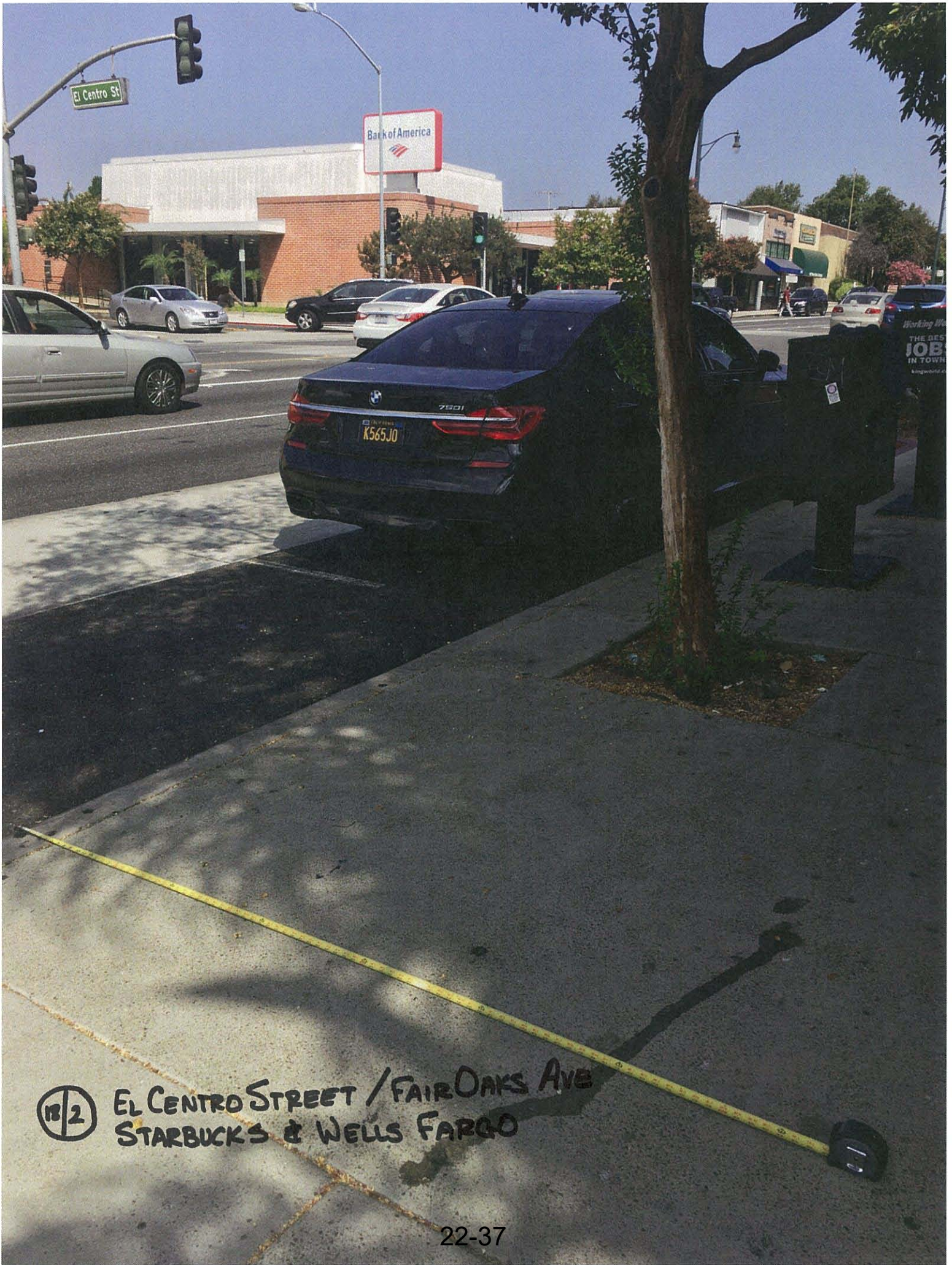
☉ CAFE' FIORE





EL CENTRO ST / MOUND AVE  
WELLNESS CENTER





El Centro St

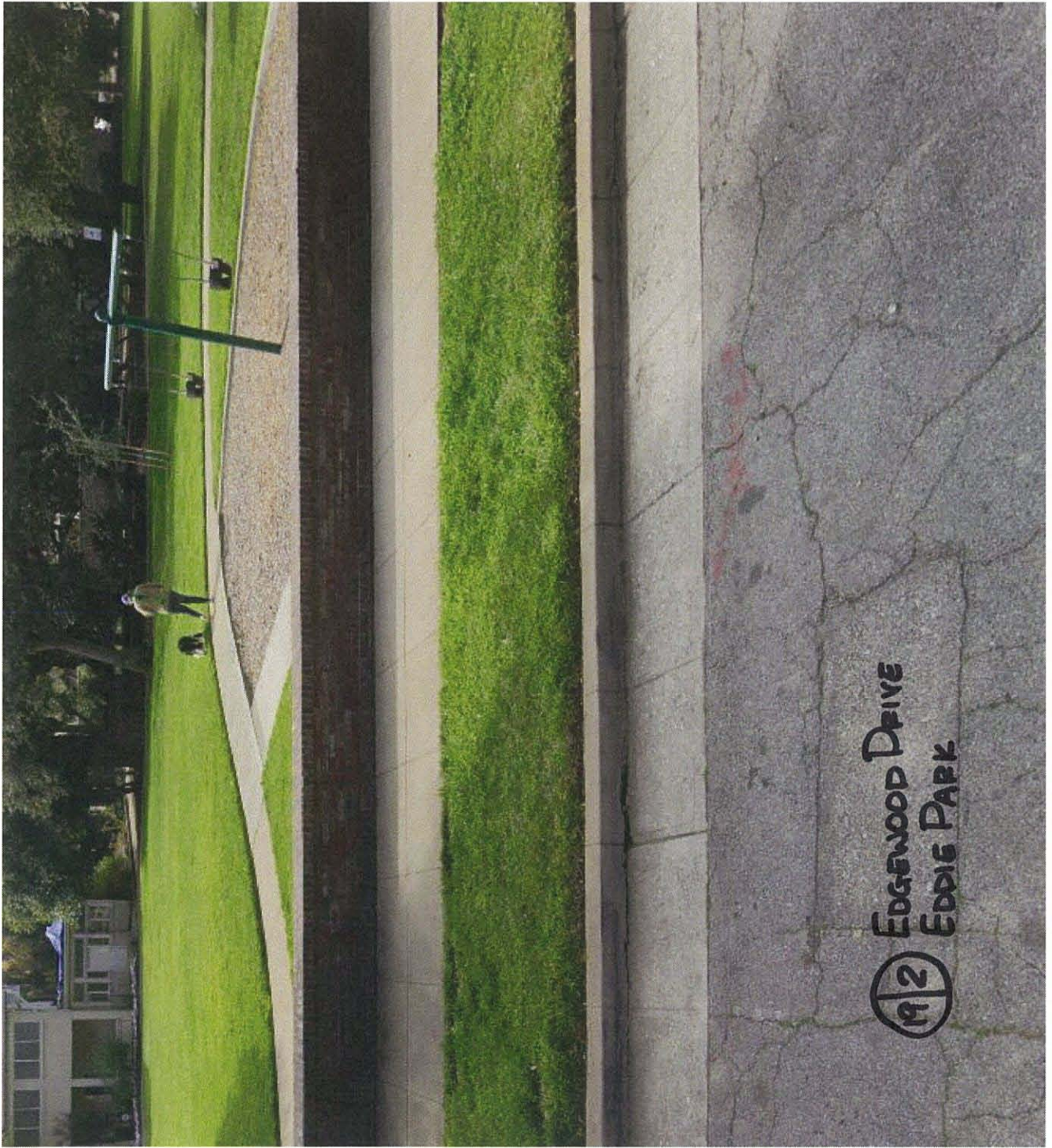
Bank of America

BMW 750i  
K565J0

Working World  
THE BEST  
JOB  
IN TOWN  
kingworld.com

18/2 EL CENTRO STREET / FAIR OAKS AVE  
STARBUCKS & WELLS FARGO





EDGEMOOD DRIVE  
EDDIE PARK



Edgewood DR  
2000

STOP  
ALL WAY

CHELTEN WAY  
EDDIE PARK  
ADOPTE-A-POST PROGRAM  
NO POSTS ALLOWED  
NO SIGNAGE  
NO PAINT

22 CHELTEN WAY  
EDDIE PARK

22-39





2/4 YMCA

22-40



Mission 1403

MISSION DENTAL

Shiatsu of Zen

22/2 CARROWS

22-41

























281 Tokoro









3911 OAK TREE INN



1326  
HI-LIFE

HI-LIFE  
BURGERS

311 HI-LIFE BURGERS



# 324 ARROYO PARK FIELD 3

## ARROYO PARK FIELD 3 MAP LOCATION - SHELTER 6

(1) SHELTER **DELETE**  
(4) HITCHES



### SITE PLAN & PHOTOS

Underground Service Alert  
Call TOLL FREE  
1-800-422-4133  
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS			
NO.	DESCRIPTION	APP.	DATE

BASS OF BEARING	BEYOND MARK



**RAA**  
ROBERT A. ANDERSON  
REGISTERED PROFESSIONAL ENGINEER  
6800 INDIANA AVENUE,  
SUITE #245  
RIVERSIDE, CA 92506  
LIC. #2799  
PH. (951) 781-1930  
FAX (951) 696-8091

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POLICY CONDITIONS OF APPROVAL BY:  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
RLA: NG EXP: DATE \_\_\_\_\_



CITY OF SOUTH PASADENA  
SOUTH PASADENA BIKE LOCKERS,  
SHELTERS, AND HITCHES  
ARROYO PARK FIELD 3  
FEBRUARY 12, 2018  
PROJECT NO. 2018-04  
SHEET NO. 8 OF 18



22-51

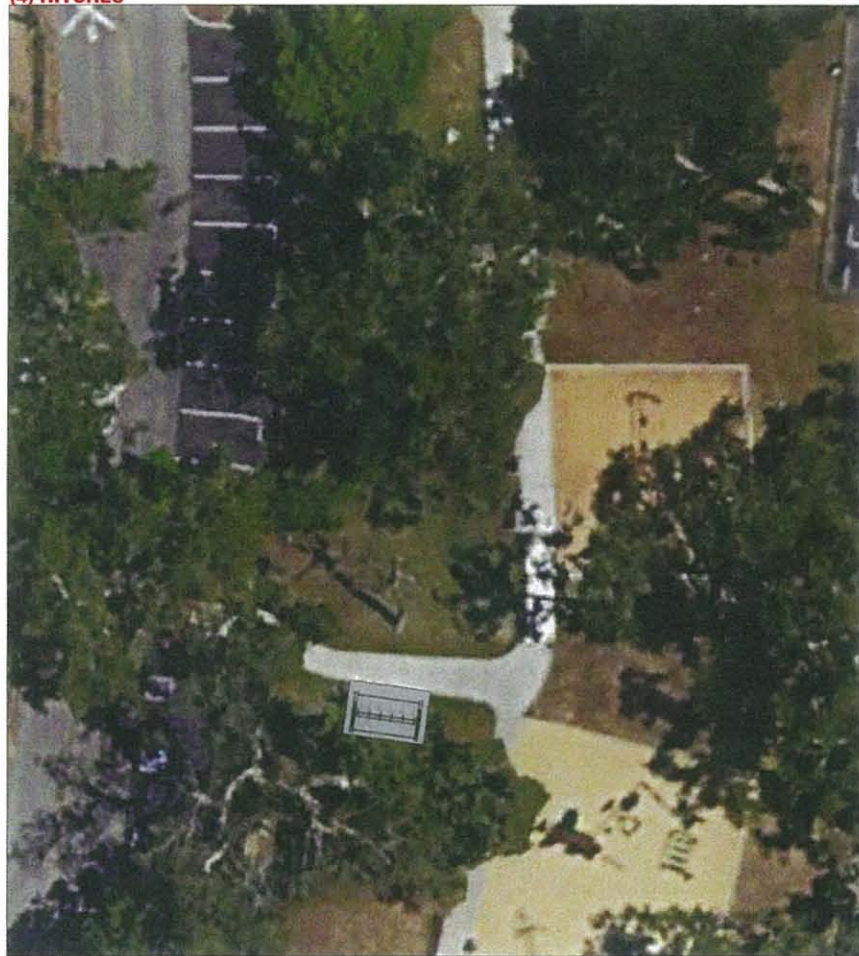


# 334 ARROYO PARK PLAYGROUND

## ARROYO PARK PLAYGROUND

MAP LOCATION - SHELTER 5

~~(1) SHELTER~~ DELETE  
(4) HITCHES



SITE PLAN & PHOTOS



22-52

Underground Service Alert  
Call TOLL FREE  
1-800-422-4133  
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS	
NO.	DESCRIPTION

SIDE OF BEARING	BENCH MARK



**RA**  
RIVERSIDE ARCHITECTURE  
6800 INDIANA AVENUE,  
SUITE #245  
RIVERSIDE, CA 92506  
LIC. #2799  
PH. (951) 781-1830  
FAX (951) 686-8081

REVIEWED IN ACCORDANCE WITH CITY'S  
POLICY CONDITIONS OF APPROVAL B.1  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
R.L.A. NO. \_\_\_\_\_ EXP. DATE \_\_\_\_\_



CITY OF SOUTH PASADENA  
SOUTH PASADENA BIKE LOCKERS,  
SHELTERS, AND HITCHES  
ARROYO PARK PLAYGROUND  
FEBRUARY 13, 2018  
PROJECT NO. 2018-04  
SHEET NO. 8 OF 11



# 348 ARROYO SECO TRAIL

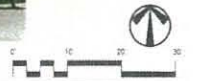
## ARROYO SECO TRAIL MAP LOCATIONS - SHELTER 3 & 4

(1) ~~SHELTERS~~ + (1) SHELTER ADD ON



22-53

SITE PLAN & PHOTOS



Underground Service Alert  
Call TOLL FREE  
1-800-422-4133  
180 WORKING DAYS BEFORE YOU DIG

REVISIONS	
NO.	DATE

BASIS OF BEARING	BENCH MARK

REVISIONS	DATE



**RA**  
ROBERT A. ANDERSON  
8800 INDIANA AVENUE,  
SUITE #245  
RIVERSIDE, CA 92506  
LIC. #2779  
PH. (951) 781-1830  
FAX (951) 696-8001

REVIEWED IN ACCORDANCE WITH CITY'S  
POLICY CONDITIONS OF APPROVAL BY:  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
PLA NO \_\_\_\_\_ EXP DATE \_\_\_\_\_



CITY OF SOUTH PASADENA  
SOUTH PASADENA BIKE LOCKERS,  
SHELTERS, AND HITCHES  
ARROYO SECO TRAIL  
FEBRUARY 12, 2016  
PROJECT NO. 2015-04  
SHEET NO. 1 OF 11



# 35/11 HERITAGE PLAZA

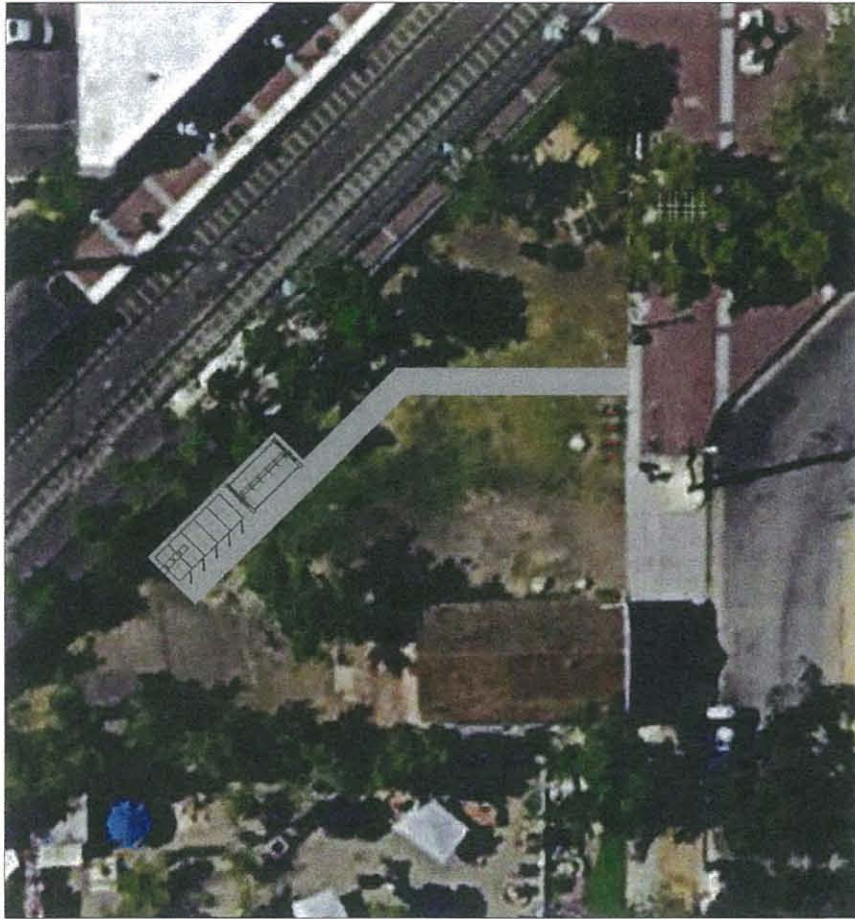
## HERITAGE PLAZA

MAP LOCATION - ~~SHELTER 2, HITCHES 11-13, LOCKERS 1-5~~

(1) SHELTER + (1) SHELTER ADD ON

(5) LOCKERS

(3) HITCHES (11) HITCHES



SITE PLAN & PHOTOS



22-54

Underground Service Alert  
Call TOLL FREE  
1-800-422-4133  
7-10 WORKING DAYS BEFORE YOU DIG

REVISIONS		
NO.	DESCRIPTION	APP. DATE

BASS OF BEARING	BENCH MARK

--



**RA**  
6850 INDIANA AVENUE,  
SUITE #245  
RIVERSIDE, CA 92508  
LIC. #2799  
PH. (951) 781-1830  
FAX (951) 686-8081

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POLICY CONDITIONS OF APPROVAL BY

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
RLA NO. \_\_\_\_\_ EXP. DATE \_\_\_\_\_



CITY OF SOUTH PASADENA  
SOUTH PASADENA BIKE LOCKERS,  
SHELTERS, AND HITCHES  
HERITAGE PLAZA

FEBRUARY 12, 2015



22-55

# GARFIELD PARK

## MAP LOCATION - SHELTER 1

~~(1) SHELTER~~ (4) HITCHES



# 36/4 GARFIELD PARK



### SITE PLAN & PHOTOS



Underground Service Alert  
 Call TOLL FREE  
 1-800-422-4133  
 Two working days before you dig

REVISIONS		
NO.	DESCRIPTION	APP. DATE

BASS OF BEARING	BENCH MARK



**RA**  
 6800 INDIANA AVENUE,  
 SUITE #245  
 RIVERSIDE, CA 92506  
 LIC. #27509  
 PH. (951) 781-1830  
 FAX (951) 606-0091

REVIEWED IN ACCORDANCE WITH CITY'S  
 POLICY CONDITIONS OF APPROVAL BY:  
 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 R.I.A. NO. \_\_\_\_\_ EXP. DATE \_\_\_\_\_



CITY OF SOUTH PASADENA  
 SOUTH PASADENA BIKE LOCKERS,  
 SHELTERS, AND HITCHES  
 GARFIELD PARK  
 FEBRUARY 11, 2013  
 PROJECT NO. 201204  
 SHEET NO. 108 OF 18