



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AMENDED AGENDA

**SPECIAL MEETING
CLOSED SESSION**

WEDNESDAY, NOVEMBER 1, 2023, 5:30 P.M.

**AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030**

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030 and the teleconference location. Pursuant to Assembly Bill 361 Government Code Section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference.

Public Comment regarding items on the Closed Session Meeting agenda will be taken at the beginning of the meeting. The public will be released from the meeting so that the City Council may convene Closed Session discussion of items allowed under the Government Code. Any reportable action taken in Closed Session will be reported by the City Attorney during the next Open Session meeting. A separate Zoom link will be provided for the Open Session for the public to attend.

Public participation may be made as follows:

- In-Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030 and the teleconference location.
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Meeting ID: 226 442 7248**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov.
- Via Phone – +1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link: <https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2l5WjJkemloTms0RTIVUT09>; or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

CALL TO ORDER: Mayor Jon Primuth

ROLL CALL:	Mayor	Jon Primuth
	Mayor Pro Tem	Evelyn G. Zneimer
	Councilmember	Jack Donovan
	Councilmember	Michael A. Cacciotti
	Councilmember	Janet Braun

PUBLIC COMMENT

CLOSED SESSION AGENDA ITEMS

A. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

1. Property Addresses:

- a. 215 Fairview Avenue, APN 5317-007-903
- b. 302 Fairview Avenue, APN 5317-012-903
- c. 529 Prospect Avenue, APN 5317-036-904
- d. 530 Orange Grove Avenue, APN 5317-036-900
- e. 534 Orange Grove Avenue, APN 5317-036-903
- f. 535 Meridian Avenue, APN 5317-036-903
- g. 540 Prospect Avenue, APN 5317-035-901
- h. 901 Bonita Drive, APN 5310-020-903
- i. 1037 & 1039 Grevelia Avenue, APN 5315-012-903
- j. 808 Valley View Road, APN 5310-020-901
- k. 822 Valley View Road, APN 5310-020-902
- l. 216 Fairview Avenue
- m. 217 Fremont Avenue, APN 5317-012-901
- n. 225 Fremont Avenue, APN 5317-012-902
- o. 1131 Columbia Street, APN 5317-012-900
- p. 1707 Meridian Avenue, APN 5310-031-903
- q. 1008 Hope and 1002 Hope and 726 Meridian, APN 5315-013-906

Agency Negotiator: Arminé Chaparyan, City Manager

Negotiating Party: California Department of Transportation

Under Negotiation: Price and Terms of Payment

B. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

- 1. *American Medical Response West v. California Department of Health Care Services, et al. (Sacramento Superior Court Case No. 34-2021-80003757)*

C. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION-SIGNIFICANT EXPOSURE TO LITIGATION

(Government Code Section 54945.9(d)(2))

Number of Potential Cases: 1

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **November 1, 2023**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

10/30/2023

/s/

Date

Lucila Urzua, Deputy City Clerk



CITY OF SOUTH PASADENA
CITY COUNCIL

AMENDED AGENDA

REGULAR MEETING
WEDNESDAY, NOVEMBER 1, 2023, AT 7:00 P.M.

AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030

South Pasadena City Council Statement of Civility

As your elected governing board, we will treat each other, members of the public, and City employees with patience, civility, and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all City business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.

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- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Webinar ID: 825 9999 2830**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov.
- Via Phone – +1-669-900-6833 and entering the Zoom Meeting ID listed above.

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2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/82599992830> or
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CALL TO ORDER: Mayor Jon Primuth

ROLL CALL: Mayor Jon Primuth
Mayor Pro Tem Evelyn G. Zneimer
Councilmember Jack Donovan
Councilmember Michael A. Cacciotti
Councilmember Janet Braun

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Evelyn G. Zneimer

PUBLIC COMMENT GUIDELINES

The City Council welcomes public input. Members of the public may comment on a non-agenda subject under the jurisdiction of the City Council or on an agenda item. Members of the public will have three minutes to address the City Council, however, the Mayor and City Council may adjust the time allotted, as needed.

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than 12:00 p.m., on the day of the City Council meeting. Correspondence received after this time will be distributed the following business day.

PLEASE NOTE: The Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to adjust public comment time limit to less than three minutes, as needed.

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.

CLOSED SESSION ANNOUNCEMENTS

1. **CLOSED SESSION ANNOUNCEMENTS**

PUBLIC COMMENT

2. **PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)**

General Public Comment will be limited to 30 minutes at the beginning of the agenda. If there are speakers remaining in the queue, they will be heard at the end of the meeting. Only Speakers who submit a Public Comment card within the first 30 minutes of Public Comment period will be queued up to speak.

CHANGES TO THE AGENDA

3. **REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA**

CONSENT CALENDAR

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

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 a public comment has been received 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.

4. **APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$71,868.12; GENERAL CITY WARRANTS IN THE AMOUNT OF \$522,395.38; TRANSFERS IN THE AMOUNT OF \$120,000; PAYROLL IN THE AMOUNT OF \$834,194.27**

Recommendation

It is recommended that the City Council approve the Warrants as presented.

5. **CONSIDERATION OF APPROVAL OF CITY COUNCIL MEETING MINUTES FOR OCTOBER 18, 2023**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular Meeting of October 18, 2023.

6. **CONSIDERATION OF APPROVAL OF NAMING BERKSHIRE PARK IN MEMORY OF DR. BEATRIZ SOLIS**

Recommendation

It is recommended that the City Council consider approval of naming Berkshire Pocket Park in memory of Dr. Beatriz Solis. The park name being considered is Dr. Beatriz Solis Memorial Park.

7. **CONSIDER APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MSW CONSULTANTS FOR ATHENS SERVICES REFUSE AGREEMENT NEGOTIATIONS AND ANALYSIS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT**

Recommendation

It is recommended that the City Council consider approving a second amendment to the professional services agreement with MSW Consultants to increase the contract value by \$25,000, for a total contract value of \$96,269.

8. **CONSIDER APPROVAL AND AUTHORIZATION OF CITY **MANAGER** TO EXECUTE CONTRACTS WITH KELLER WILLIAMS DTLA AND THE DAVE KNIGHT REAL ESTATE FOR BROKER SERVICES RELATED TO THE CITY'S SALE OF CALTRANS SURPLUS PROPERTIES**

Recommendation

It is recommended that the City Council consider approval of the standard broker services agreement with Keller Williams DTLA and The Dave Knight Real Estate Team and authorize the City Manager to finalize and execute the agreement for each of the Caltrans surplus properties for broker services.

ACTION/DISCUSSION

9. **CONSIDERATION OF INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA AMENDING ARTICLE X ("JUST CAUSE FOR EVICTION") OF TITLE 17 ("HEALTH AND SANITATION") OF THE SOUTH PASADENA MUNICIPAL CODE**

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE X ("JUST CAUSE FOR EVICTION") OF TITLE 17 ("HEALTH AND SANITATION") OF THE SOUTH PASADENA MUNICIPAL CODE

Recommendation

It is recommended that the City Council introduce for first reading by title only and waive full reading on an ordinance amending Article X (“Just Cause for Eviction”) to Title 17 (“Health and Sanitation”) of the South Pasadena Municipal Code.

10. CONSIDERATION OF APPROVAL OF CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 7, 2022

Recommendation

It is recommended that the City Council consider the approval of the meeting for the Regular meeting of September 7, 2022

11. CONSIDERATION OF AN AWARD OF A CONSTRUCTION CONTRACT WITH HARDY & HARPER, INC. IN AN AMOUNT NOT TO EXCEED \$1,270,500 FOR THE STREET IMPROVEMENTS PROJECT

Recommendation

It is recommended that the City Council consider:

1. approving the plans and specifications for the Streets Improvements Project; and
2. award a construction contract to Hardy & Harper, Inc. for construction services for street improvements in an amount not to exceed \$1,270,500, including the proposed bid amount of \$1,155,00 and a 10% contingency of \$115,500; and
3. authorize the City Manager to execute the contract.

12. SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 1, CHAPTER 1A AND SECTION 24.02 OF THE SOUTH PASADENA MUNICIPAL CODE TO UPDATE THE PROVISIONS RELATED TO VIOLATIONS OF THE CODE, INCLUDING SUBSTANDARD BUILDINGS, PENALTIES FOR CODE VIOLATIONS AND PROCEDURE RELATED TO CODE VIOLATIONS

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 1, CHAPTER 1A AND SECTION 24.02 OF THE SOUTH PASADENA MUNICIPAL CODE TO UPDATE THE PROVISIONS RELATED TO VIOLATIONS OF THE CODE, INCLUDING SUBSTANDARD BUILDINGS, PENALTIES FOR CODE VIOLATIONS AND PROCEDURES RELATED TO CODE VIOLATIONS

Recommendation

It is recommended that the City Council consider the adoption of an “Ordinance of the City of South Pasadena, California, Amending Chapter 1, Chapter 1A and Section 24.02 of the South Pasadena Municipal Code to Update the Provisions Related to Violations of the Code, Including Substandard Buildings, Penalties for Code Violations and Procedures Related to Code Violations.”

PUBLIC COMMENT – CONTINUED

13. CONTINUED PUBLIC COMMENT – GENERAL

This time is reserved for speakers in the Public Comment queue not heard during the first 30 minutes of Item No. 2. No new speakers will be accepted at this time.

COMMUNICATIONS

14. COUNCILMEMBER COMMUNICATIONS

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

15. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

November 13, 2023	Special Joint City Council Meeting with the Public Safety Commission (Police Department Operational Assessment)	6:00 P.M.
November 15, 2023	Special City Council Meeting (Governance)	6:00 P.M.
December 5, 2023	State of the City (Senior Center)	6:00 P.M.
December 6, 2023	Regular City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public viewing on the City’s website:

www.southpasadenaca.gov/CityCouncilMeetings2023

Regular meetings are live streamed via the internet at:

http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

If you wish to receive an agenda email notification please contact the City Clerk’s Division via email at CityClerk@southpasadenaca.gov or call (626) 403-7230.

ACCOMMODATIONS



The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk’s Division at (626) 403-7230 or cityclerk@southpasadenaca.gov. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. 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).

CERTIFICATION OF POSTING

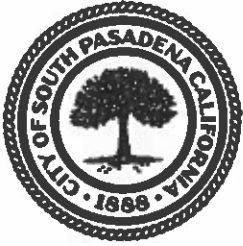
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10/31/2023

/S/

Date

Lucy Urzua, Deputy City Clerk



City Council Agenda Report

ITEM NO. 4

DATE: November 1, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Hsiulee Tran, Deputy Finance Director

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$71,868.12; General City Warrants in the Amount of \$522,395.38; Transfers in the Amount of \$120,000; Payroll in the Amount of \$834,194.27**

Recommendation

It is recommended that the City Council approve the Warrants as presented.

Fiscal Impact

Prepaid Warrants:

Warrant # 317699-317708	\$	60,608.67
ACH	\$	11,259.45
Voids	\$	0

General City Warrants:

Warrant # 317709-317794	\$	295,115.21
ACH	\$	227,280.17
Voids	\$	0

Payroll Period Ending: 10/13/2023	\$	830,436.83
Payroll Period Ending: 10/20/2023	\$	3,757.44
Wire Transfers Out – To (LAIF)	\$	0
Wire Transfers In – From (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers Out – To (Acct # 2413)	\$	90,000.00
Wire Transfers Out – To (Acct # 1936)	\$	30,000.00
Online Payments	\$	0
Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	1,548,457.77
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Key Performance Indicators

This item is in line with the Finance Department's Key Performance Indicators identified in the Fiscal Year 2022-2023 Budget. The Accounts Payable process is completely digital and routed via a workflow process. This cuts down staff time significantly, as well as streamlines a previously strenuous process. This process also falls in line with the City's environmental strategies by reducing the amount of paper used.

Explanation of Terms

Warrant – Directs the Finance Department to pay a sum of money out of the City's funds to bearer of claim/invoice (named individual, company) also known as a payable. The warrants (payments) are only released after City Council approval.

Warrant Summary – Summarizes all of the payments prepared during a specific cycle. The beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing. All the warrants for the current cycle are summarized and the detail of warrants provided to Council for review and approval.

Prepaid Warrant List - A Prepaid Warrant directs the Finance Department to pay a sum of money out of the City's funds to bearer of claim/invoice (named individual, company) also known as a payable. The Prepaid Warrants (payments) are released prior to City Council approval, however reported to City Council as a Prepaid. Prepayments are generally time sensitive and would incur additional charges if not paid within a specific time frame.

General City Warrant List – Detailed listing of all payments made for a specific cycle. The beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing.

Online Payments – Payments made online. These are typically for time sensitive utilities, credit card payments, and sometimes require the use of the payee's portal (SCE, So Cal Gas, Amazon, etc.).

VOIDS – Checks that were issued and voided. Examples of such instances would be lost checks that were mailed out. Checks that were on a warrant that did not get approved by Council.

Payroll – All payments made related to payroll, such as payroll taxes, retirement benefits, CalPERS, Garnishments, payroll etc.

Approval of Warrants
November 1, 2023
Page 3 of 3

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll

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ATTACHMENT 1
Warrant Summary

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**City of South Pasadena
Demand/Warrant Register
Recap by fund**

Date 11/1/2023

Fund No.	Amounts		
	Prepaid	Written	
General Fund	101	17,009.33	334,038.26
Insurance Fund	103	-	2,253.48
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	-
Facilities & Equip.Cap. Fund	105	41,488.32	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	17,013.38
SLFRF Fund	206	-	9,450.02
Local Transit Return "C"	207	-	-
TEA/Metro	208	-	-
Sewer Fund	210	-	476.46
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	-	9,872.02
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	2,219.18
County Park Bond Fund	232	-	1,250.00
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	17,092.73
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	3,192.00
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	10,275.84
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	-	73,105.00
Water Fund	500	-	42,157.01
Water Efficiency Fund	503	-	-
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	13,370.47	-
Column Totals:		71,868.12	522,395.38

Fund No.	Amounts		
	Prepaid	Written	
RSA	227	-	-
RSA Report Totals:		-	-
City Report Totals:			594,263.50

Payroll Period Ending: 10/13/2023	830,436.83
Payroll Period Ending: 10/20/2023	3,757.44
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	90,000.00
Wire Transfer Out - To Acct. # 1936	30,000.00
Online Payments	-
Voids - Prepaid	-
Voids - General Warrant	-

Grand Report Total: 1,548,457.77

Jon Primuth, Mayor

Hsiulee Tran, Deputy Finance Director

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ATTACHMENT 2
Prepaid Warrant List

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Accounts Payable

Check Detail

User: calvarez
 Printed: 10/24/2023 - 10:26AM



Check Number	Check Date	Amount
CSD3014 - Ca. State Disbursement Unit		
317699	10/19/2023	
Inv	PR 10.13.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	PR Batch 10132.10.2023 - Garnishment - FAMSS-1406906.	322.35
10/11/2023	PR Batch 10132.10.2023 - Garnishment - FAMSS-1406906.	903.69
Inv PR 10.13.23 Total		1,226.04
317699 Total:		1,226.04
CSD3014 - Ca. State Disbursement Unit Total:		1,226.04
CalPERED - CalPERS Educational Forum 2023		
317700	10/19/2023	
Inv	85NKDFQX279	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	calPERS Educational Forum 2023	449.00
Inv 85NKDFQX279 Total		449.00
317700 Total:		449.00
CalPERED - CalPERS Educational Forum 2023 Total:		449.00
CAN0607 - Cantu Graphics Inc.		
317701	10/19/2023	
Inv	21783	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Budget Book (Printing & Binding)	3,022.94
Inv 21783 Total		3,022.94
317701 Total:		3,022.94
CAN0607 - Cantu Graphics Inc. Total:		3,022.94
DTV5012 - DIRECTV		
317702	10/19/2023	

Check Number	Check Date	Amount
Inv	68653046X230929	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	EOC Communications - 09/28/23-10/27/23	7.11
Inv 68653046X230929 Total		7.11
317702 Total:		7.11
DTV5012 - DIRECTV Total:		7.11
SCFT0000 - Franchise Tax Board		
317703	10/19/2023	
Inv	PR 10.13.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	PR Batch 10132.10.2023 Garnishment Case # 568717589	134.98
Inv PR 10.13.23 Total		134.98
317703 Total:		134.98
SCFT0000 - Franchise Tax Board Total:		134.98
HDLC3011 - HdL Coren & Cone		
317704	10/19/2023	
Inv	SIN030292	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/27/2023	Contract Services Property Tax - Quarterly	3,424.72
Inv SIN030292 Total		3,424.72
Inv	SIN031718	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/19/2023	Audit Services - Property Tax	55.41
Inv SIN031718 Total		55.41
Inv	SIN032283	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/27/2023	ACFR FY22-23 Statistical Package	1,095.00
Inv SIN032283 Total		1,095.00
317704 Total:		4,575.13
HDLC3011 - HdL Coren & Cone Total:		4,575.13
HDLC3010 - Hinderliter deLlamas & Associates		

Check Number	Check Date		Amount
317705	10/19/2023		
Inv	SIN031049		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/31/2023	Contract Services - Sales Tax & Audit Services (July-Sept 2023)		2,038.26
Inv SIN031049 Total			2,038.26
Inv	SIN031610		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Contract Services - Audit Services - Transaction Tax Jul - Sept		391.89
Inv SIN031610 Total			391.89
317705 Total:			2,430.15
HDLC3010 - Hinderliter deLlamas & Associates Total:			2,430.15
VRMZ7000 - Munoz, Valerie			
317706	10/19/2023		
Inv	PR 10.13.23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/11/2023	PR Batch 10132.10.2023 Garnishment - Munoz		750.00
Inv PR 10.13.23 Total			750.00
317706 Total:			750.00
VRMZ7000 - Munoz, Valerie Total:			750.00
MVCH3011 - MV Cheng & Associates Inc.			
317707	10/19/2023		
Inv	09/30/2023 A		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/19/2023	Temporary Staffing Serivces - Senior Accountant		6,525.00
Inv 09/30/2023 A Total			6,525.00
317707 Total:			6,525.00
MVCH3011 - MV Cheng & Associates Inc. Total:			6,525.00
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000			
0	10/19/2023		
Inv	October 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/11/2023	PR Batch 10132.10.2023 SPPOA Insurance		2,308.17
10/11/2023	PR Batch 10132.10.2023 SPPOA - Union Dues		3,589.10

Check Number	Check Date	Amount
Inv October 2023 Total		5,897.27
		<hr/>
0 Total:		5,897.27
		<hr/>
SOU5435 - S.P. Police Officers Association Total:		5,897.27
SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000		
0	10/19/2023	
Inv	October 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	PR Batch 10132.10.2023 SPPSEA - Union Dues	1,500.00
Inv October 2023 Total		1,500.00
		<hr/>
0 Total:		1,500.00
		<hr/>
SOU5451 - S.P. Public Service Employees Association Total:		1,500.00
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000		
0	10/19/2023	
Inv	October 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	PR Batch 10132.10.2023 PART TIME ASSN. DUES / FEE	184.00
Inv October 2023 Total		184.00
		<hr/>
0 Total:		184.00
		<hr/>
CEAP7000 - S.P. Public Service Employees Association-PT Total:		184.00
SOU5230 - S.P.Firefighters L-3657		
0	10/19/2023	
Inv	October 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	PR Batch 10132.10.2023 Firefighters 3657 - Union	1,925.00
10/11/2023	PR Batch 10132.10.2023 FFA Fire Rec Fees	90.00
10/11/2023	PR Batch 10132.10.2023 Fire Assn. Insurance	177.42
Inv October 2023 Total		2,192.42
		<hr/>
0 Total:		2,192.42
		<hr/>
SOU5230 - S.P.Firefighters L-3657 Total:		2,192.42
SSDV2018 - Sandoval, Sheila		
0	10/19/2023	

Check Number	Check Date	Amount
Inv	PR 10.13.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	PR Batch 10132.10.2023 - Garnishment	956.03
10/11/2023	PR Batch 10132.10.2023 - Garnishment	529.73
Inv PR 10.13.23 Total		1,485.76
0 Total:		1,485.76
SSDV2018 - Sandoval, Sheila Total:		1,485.76
Total:		30,379.80

Accounts Payable

Check Detail

User: calvarez
Printed: 10/24/2023 - 10:27AM



Check Number	Check Date		Amount
ENTERPRI - Enterprise FM Trust			
317708	10/19/2023		
Inv	FBN4861089		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2023	Tesla Vehicle Fleet Lease October 2023		41,488.32
Inv FBN4861089 Total			41,488.32
317708 Total:			41,488.32
ENTERPRI - Enterprise FM Trust Total:			41,488.32
Total:			41,488.32

ATTACHMENT 3 General City Warrant List

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Accounts Payable

Check Detail

User: calvarez
 Printed: 10/24/2023 - 10:37AM



Check Number	Check Date		Amount
ACCOEG - ACCO Engineered Systems, Inc.			
317709	11/01/2023		
Inv	20459180		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/22/2023	Garfield Youth House HVAC System repair of condenser and blades		2,686.32
Inv 20459180 Total			2,686.32
Inv	20463410		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/29/2023	City Buildings HVAC Maintenance - FY23/24		3,876.00
Inv 20463410 Total			3,876.00
Inv	20463668		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/29/2023	City Buildings HVAC Maintenance - FY23/24		1,323.92
Inv 20463668 Total			1,323.92
317709 Total:			7,886.24
ACCOEG - ACCO Engineered Systems, Inc. Total:			7,886.24
ACHG2013 - A-Check Global			
317710	11/01/2023		
Inv	59-0716209		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/29/2023	Pre-Employment Background Check Services - September 2023		35.00
Inv 59-0716209 Total			35.00
317710 Total:			35.00
ACHG2013 - A-Check Global Total:			35.00
AIR6010 - Airgas USA LLC			
0	11/01/2023		
Inv	5502796558		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
09/30/2023	Fire Department Oxygen Supplies	486.19
Inv 5502796558	Total	486.19
0 Total:		486.19
AIR6010 - Airgas USA LLC Total:		486.19
ALC4018 - Alco Target Company		
317711	11/01/2023	
Inv 71940		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	Training targets and range equipment	363.83
Inv 71940	Total	363.83
317711 Total:		363.83
ALC4018 - Alco Target Company Total:		363.83
ALH0179 - Alhambra Car Wash		
317712	11/01/2023	
Inv September 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	PD Car Washes September 2023	252.00
Inv September 2023	Total	252.00
317712 Total:		252.00
ALH0179 - Alhambra Car Wash Total:		252.00
ACMT2920 - All City Management Services, Inc.		
317713	11/01/2023	
Inv 88242		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2023	Crossing Guard Services September 17 to September 30, 2023	12,666.35
Inv 88242	Total	12,666.35
317713 Total:		12,666.35
ACMT2920 - All City Management Services, Inc. Total:		12,666.35
AMAZONCP - Amazon Capital Services, Inc.		
0	11/01/2023	

Check Number	Check Date	Amount
Inv 144R-R63M-R9QJ		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/09/2023	Senior Center supplies	119.61
Inv 144R-R63M-R9QJ Total		119.61
Inv 1GW1-97RY-3CGP		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	LED Lights for the tennis courts Orange Grove and Garfield	2,801.94
Inv 1GW1-97RY-3CGP Total		2,801.94
Inv 1N4Y-999J-C9WC		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Books for Library collection	154.00
10/02/2023	Decorations	163.52
Inv 1N4Y-999J-C9WC Total		317.52
0 Total:		3,239.07
AMAZONCP - Amazon Capital Services, Inc. Total:		3,239.07
RIAL6501 - Arriola, Richard		
317714 11/01/2023		
Inv 10/8/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/08/2023	Mileage Claim - 10/8/2023	17.42
Inv 10/8/2023 Total		17.42
317714 Total:		17.42
RIAL6501 - Arriola, Richard Total:		17.42
ERCARRYO - Arroyo, Eric Jason		
317715 11/01/2023		
Inv 3219		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	As-needed background investigations for employment	3,000.00
Inv 3219 Total		3,000.00
317715 Total:		3,000.00
ERCARRYO - Arroyo, Eric Jason Total:		3,000.00

AT&T5011 - AT&T

317716	11/01/2023	
Inv	24813461002105	

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/16/2023	AN 248 134-6100 210 5 Service for 10/1/23 - 10/31/23	18.82

Inv 24813461002105 Total		18.82
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317716 Total:		18.82
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317717	11/01/2023	
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Inv	000020579978	
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<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	CLAPDSOPAS Service 8/27/23 - 9/26/23	298.22

Inv 000020579978 Total		298.22
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317717 Total:		298.22
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ATCN9011 - AT&T Total:		317.04
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CIN4011 - AT&T Mobility

317718	11/01/2023	
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Inv	287288006612x10	
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<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Consolidation for Cell Phones Citywide - Service 9/3 - 10/2/23	2,681.89

Inv 287288006612x10 Total		2,681.89
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317718 Total:		2,681.89
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CIN4011 - AT&T Mobility Total:		2,681.89
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BAK0369 - Baker & Taylor Books

0	11/01/2023	
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Inv	2037752309	
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<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Books FY2023-24	449.53

Inv 2037752309 Total		449.53
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Inv	2037763817	
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<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2023	Books FY2023-24	947.89

Inv 2037763817 Total		947.89
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Check Number	Check Date	Amount
Inv	2037771042	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Books FY2023-24	367.19
Inv 2037771042 Total		367.19
Inv	2037777716	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2023	Books FY2023-24	1,327.36
Inv 2037777716 Total		1,327.36
Inv	2037786168	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	Books FY2023-24	1,625.57
Inv 2037786168 Total		1,625.57
Inv	2037786462	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/19/2023	Books FY2023-24	338.74
Inv 2037786462 Total		338.74
0 Total:		5,056.28
BAK0369 - Baker & Taylor Books Total:		5,056.28
BAK0366 - Baker & Taylor Entertainment		
0	11/01/2023	
Inv	H66317430	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	DVDs/CDs - FY 2023-24	229.75
Inv H66317430 Total		229.75
Inv	H66317520	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	DVDs/CDs - FY 2023-24	124.71
Inv H66317520 Total		124.71
Inv	H66332880	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	DVDs/CDs - FY 2023-24	164.63
Inv H66332880 Total		164.63
Inv	H66347510	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
09/25/2023	DVDs/CDs - FY 2023-24	26.45
Inv H66347510 Total		26.45
0 Total:		545.54
BAK0366 - Baker & Taylor Entertainment Total:		545.54
TYBL7000 - Borrello, Tyler		
317719	11/01/2023	
Inv	09/25-29/23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Field Training Officer Reimbursement for CPL Borrello	48.00
10/12/2023	Field Training Officer Reimbursement for CPL Borrello	229.53
Inv 09/25-29/23 Total		277.53
317719 Total:		277.53
TYBL7000 - Borrello, Tyler Total:		277.53
BRMR8267 - BRIT West Soccer		
317720	11/01/2023	
Inv	BWS- Sep23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Contract Class Instructor: Brit West Soccer payment Sep'23.	2,104.05
Inv BWS- Sep23 Total		2,104.05
317720 Total:		2,104.05
BRMR8267 - BRIT West Soccer Total:		2,104.05
CAL5236 - CA Linen Services		
317721	11/01/2023	
Inv	2177399	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	Linen Cleaning Services - FY 2023-24	118.97
Inv 2177399 Total		118.97
Inv	2181578	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Linen Cleaning Services - FY 2023-24	115.28
Inv 2181578 Total		115.28

Check Number	Check Date	Amount
317721 Total:		234.25
CAL5236 - CA Linen Services Total:		234.25
CAL8012 - Califa Group		
317722	11/01/2023	
Inv 6848		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2023	LOTE4Kids	725.00
Inv 6848 Total		725.00
317722 Total:		725.00
CAL8012 - Califa Group Total:		725.00
CAL6695 - California American Water		
317723	11/01/2023	
Inv 091923/102023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Wilson Well 2 Water Purchased September 2023	23.95
Inv 091923/102023 Total		23.95
317723 Total:		23.95
CAL6695 - California American Water Total:		23.95
CAMERPL - California Metro Patrol & EMS, Inc.		
317724	11/01/2023	
Inv 4038		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/14/2023	Security Guard Concierge Services at City Hall 7/3/23 - 7/14/23	2,774.92
Inv 4038 Total		2,774.92
Inv 4137		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/28/2023	Security Guard Concierge Services at City Hall 7/17/23 - 7/28/23	3,288.80
Inv 4137 Total		3,288.80
Inv 4330		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/11/2023	Security Guard Concierge Services at City Hall 7/31/23 - 8/11/23	3,288.80
Inv 4330 Total		3,288.80

Check Number	Check Date	Amount
Inv 4416		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/25/2023	Security Guard Concierge Services at City Hall 8/14/23 - 8/25/23	3,288.80
Inv 4416 Total		3,288.80
Inv 4634		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/08/2023	Security Guard Concierge Services at City Hall 8/28/23 - 9/8/23	2,877.70
Inv 4634 Total		2,877.70
Inv 4635		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	Security Guard Concierge Services at City Hall 9/11/23 - 9/22/23	3,288.80
Inv 4635 Total		3,288.80
Inv 4715		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2023	Security Guard Concierge Services at City Hall 9/25/23 - 10/6/23	3,288.80
Inv 4715 Total		3,288.80
317724 Total:		22,096.62
CAMERPL - California Metro Patrol & EMS, Inc. Total:		22,096.62
CFNSPR - California Newspapers Partnership		
0	11/01/2023	
Inv 0011620637		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/28/2023	Public Hearing Notice 8/28/23	456.00
Inv 0011620637 Total		456.00
Inv 0011626212		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	Chapter 39 (Zoning) Ordinance Summary 1st Notice 9/29/23	535.90
Inv 0011626212 Total		535.90
Inv 0011626221		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	New Ordinance Summary 1st Reading 9/29/23	457.42
Inv 0011626221 Total		457.42

Check Number	Check Date	Amount
Inv 0011626226		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	Mission St Specific Plan Ordinance Summary 1st Reading 9/29/23	271.93
Inv 0011626226 Total		271.93
Inv 0011626237		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	Inclusionary Housing Req Ordinance Summary 1st Reading 9/29/23	364.68
Inv 0011626237 Total		364.68
Inv 0011626238		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	Amendment Employee Housing Ordinance 1st Reading 9/29/23	350.41
Inv 0011626238 Total		350.41
0 Total:		2,436.34
CFNSPR - California Newspapers Partnership Total:		2,436.34
CAORGPLS - Californians Organized for Police Support		
317725	11/01/2023	
Inv 1108		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	Veterans Day Luncheon Music	300.00
Inv 1108 Total		300.00
317725 Total:		300.00
CAORGPLS - Californians Organized for Police Support Total:		300.00
CAN0607 - Cantu Graphics Inc.		
317726	11/01/2023	
Inv 21842		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Strategic Planning Foam Board Poster	65.05
Inv 21842 Total		65.05
Inv 21852		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2023	Strategic Planning Foam Board Poster	65.05
Inv 21852 Total		65.05

Check Number	Check Date		Amount
Inv	21879		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2023	Posters/Signs for "What to Do About Mom & Dad".		178.61
Inv 21879 Total			178.61
Inv	21880		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/11/2023	GovQA Informational Postcard		55.07
Inv 21880 Total			55.07
317726 Total:			363.78
CAN0607 - Cantu Graphics Inc. Total:			363.78
GBCL4010 - Carrillo, Gilbert			
317727	11/01/2023		
Inv	09/25-29/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2023	Field Training Officer Reimbursement for Cpl Carrillo		280.09
10/12/2023	Field Training Officer Reimbursement for Cpl Carrillo		460.65
Inv 09/25-29/23 Total			740.74
317727 Total:			740.74
GBCL4010 - Carrillo, Gilbert Total:			740.74
CDW5246 - CDW Government LLC			
0	11/01/2023		
Inv	ML18398		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/10/2023	(1) UBIQUITI Dual Indoor AP WIFI 6 Pro		175.12
Inv ML18398 Total			175.12
0 Total:			175.12
CDW5246 - CDW Government LLC Total:			175.12
TIM4011 - Charter Communications			
0	11/01/2023		
Inv	0029763092723		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/27/2023	AN 8448208990029763 1422 Mission St Service 9/16-10/15/23		324.56
Inv 0029763092723 Total			324.56

Check Number	Check Date	Amount
Inv	0052005092623	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	AN 8448208990052005 1414 Mission St Service 9/11-10/10/23	3,290.27
Inv 0052005092623 Total		3,290.27
Inv	0070193100123	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	AN 8448300080070193 660 Stoney Dr. Service 10/01-10/31/23	83.95
Inv 0070193100123 Total		83.95
Inv	0251967092223	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	AN 8448300080251967 1102 Oxley St. Service 9/22-10/21/23	252.42
Inv 0251967092223 Total		252.42
Inv	0355990100223	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	AN 8448300080355990 416 Garfiled Ave TWC BC Serv 10/2-11/1/	901.53
Inv 0355990100223 Total		901.53
Inv	0357905100523	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	AN 8448300080357905 815 Mission St. Service 10/05-11/4/23	130.52
Inv 0357905100523 Total		130.52
0 Total:		4,983.25
TIM4011 - Charter Communications Total:		4,983.25
CHE6010 - Chem Pro Laboratory, Inc.		
317728	11/01/2023	
Inv	IN128116	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	Monthly cleaning and treatment of cooling tower at Civic Center	153.00
Inv IN128116 Total		153.00
317728 Total:		153.00
CHE6010 - Chem Pro Laboratory, Inc. Total:		153.00
CINTA3 - Cintas Corporation		
317729	11/01/2023	

Inv 4169451446

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Public Works Uniform Cleaning Services	6.42
10/02/2023	Public Works Uniform Cleaning Services	36.27
10/02/2023	Public Works Uniform Cleaning Services	12.87
10/02/2023	Public Works Uniform Cleaning Services	17.29
10/02/2023	Public Works Uniform Cleaning Services	15.54
10/02/2023	Public Works Uniform Cleaning Services	19.26
10/02/2023	Public Works Uniform Cleaning Services	37.78

Inv 4169451446 Total 145.43

Inv 4170149572

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/09/2023	Public Works Uniform Cleaning Services	17.29
10/09/2023	Public Works Uniform Cleaning Services	4.10
10/09/2023	Public Works Uniform Cleaning Services	36.27
10/09/2023	Public Works Uniform Cleaning Services	6.42
10/09/2023	Public Works Uniform Cleaning Services	19.26
10/09/2023	Public Works Uniform Cleaning Services	15.54
10/09/2023	Public Works Uniform Cleaning Services	37.78

Inv 4170149572 Total 136.66

317729 Total: 282.09

317730 11/01/2023

Inv 5167932641

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	First Aid supplies July Monthly Services for SC	37.93

Inv 5167932641 Total 37.93

Inv 5178310926

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2023	Public Works First Aid - Street Tree Maint.	51.59
10/04/2023	Public Works First Aid - Administration	51.59
10/04/2023	Public Works First Aid - Water Distribution	51.60
10/04/2023	Public Works First Aid - Sewer	51.59
10/04/2023	Public Works First Aid - Facilites	51.59
10/04/2023	Public Works First Aid - Street Maintenace	51.59
10/04/2023	Public Works First Aid - Water Production Oct 2023	51.60

Inv 5178310926 Total 361.15

Inv 5178310964

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2023	First Aid Monthly Services for Senior Center	124.28

Inv 5178310964 Total 124.28

Check Number	Check Date	Amount
Inv	5178310988	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2023	First Aid Cabinet & Monthly Servicing @ Community Services.	49.83
Inv 5178310988 Total		49.83
Inv	9233697087	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	AED Monthly Services-August Senior Center	153.25
Inv 9233697087 Total		153.25
317730 Total:		726.44
CINTAS - Cintas Corporation Total:		1,008.53
JMCB6710 - Cipres Bravo, Jose Manuel		
317731	11/01/2023	
Inv	10/2/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Mileage Claim - 10/2/2023	24.63
Inv 10/2/2023 Total		24.63
Inv	10/8/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/08/2023	Mileage Claim - 10/08/2023	25.28
Inv 10/8/2023 Total		25.28
317731 Total:		49.91
JMCB6710 - Cipres Bravo, Jose Manuel Total:		49.91
CTYELCSP - City Electric Supply Company		
317732	11/01/2023	
Inv	PDA/023183	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	Electrical Parts for Time Clock at Mission Meridian Clock	124.59
Inv PDA/023183 Total		124.59
Inv	PDA/023184	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	High pressure sodium bulbs for Huntington and Fremont Street Lighting	396.90
Inv PDA/023184 Total		396.90

Check Number	Check Date	Amount
317732 Total:		521.49
CTYELCSP - City Electric Supply Company Total:		521.49
PAS4012 - City of Pasadena		
317733	11/01/2023	
Inv	30022579	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	San Rafael Treatment Wetlands Project - February 22 to June 23	70,630.00
Inv 30022579 Total		70,630.00
317733 Total:		70,630.00
PAS4012 - City of Pasadena Total:		70,630.00
CTCTCH - Columbia Telecommunications Corporation		
317734	11/01/2023	
Inv	23440090	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	CENIC WI-FI - Cenic Broadband for FY23-24 @ Library.	2,247.45
Inv 23440090 Total		2,247.45
317734 Total:		2,247.45
CTCTCH - Columbia Telecommunications Corporation Total:		2,247.45
CRDA1021 - Corodata Records Management		
0	11/01/2023	
Inv	RS4947064	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2023	Records Storage Carton & Letter Transference Storage 9/1-9/30/23	518.91
Inv RS4947064 Total		518.91
0 Total:		518.91
CRDA1021 - Corodata Records Management Total:		518.91
CRSR2010 - Corodata Shredding Inc.		
0	11/01/2023	
Inv	DN 1433142	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2023	Shredding Oxley St., Library, and Mission St. - Sept 2023	144.56

Check Number	Check Date	Amount
Inv DN 1433142	Total	144.56
0 Total:		144.56
CRSR2010 - Corodata Shredding Inc. Total:		144.56
CPR0551 - CPRS District XIII		
317735	11/01/2023	
Inv	CPRS D162 Event	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	CPRS District 13 Training Registration Fee	50.00
10/12/2023	CPRS District 13 Training Registration Fee	25.00
10/12/2023	CPRS District 13 Training Registration Fee	50.00
Inv CPRS D162 Event	Total	125.00
Inv	CPRS D163 Event	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	CPRS Mini Conference registration for Nov 1. x6 participants	95.00
10/12/2023	CPRS Mini Conference registration for Nov 1. x6 participants	65.00
10/12/2023	CPRS Mini Conference registration for Nov 1. x6 participants	30.00
Inv CPRS D163 Event	Total	190.00
317735 Total:		315.00
CPR0551 - CPRS District XIII Total:		315.00
MNBL8170 - Crestline Software, LLC		
0	11/01/2023	
Inv	INV4214	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	Monthly (September 2023)	26,758.90
Inv INV4214	Total	26,758.90
Inv	INV4379	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	Lock Box Fees	646.25
10/10/2023	Returns Fees (Sept 2023)	1,179.36
Inv INV4379	Total	1,825.61
Inv	INV4439	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	Printing and Postage (Sept)	2,059.87
Inv INV4439	Total	2,059.87

Check Number	Check Date		Amount
0 Total:			30,644.38
MNBL8170 - Crestline Software, LLC Total:			30,644.38
CRSSTWN9 - Crosstown Electrical & Data Inc.			
317736	11/01/2023		
Inv	4620-006		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/18/2023	Fair Oaks Ave. Traffic Signal Improvements Project - Retention		10,275.84
05/18/2023	Fair Oaks Ave. Traffic Signal Improvements Project - Retention		17,092.73
Inv 4620-006 Total			27,368.57
317736 Total:			27,368.57
CRSSTWN9 - Crosstown Electrical & Data Inc. Total:			27,368.57
ATGC8530 - CU Technology			
0	11/01/2023		
Inv	10690		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/06/2023	Completed Mailbox Migration & AT&T Cell Booster Support Services		2,850.00
Inv 10690 Total			2,850.00
Inv	10698		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2023	Full Service IT Support Services - October 2023		24,050.00
Inv 10698 Total			24,050.00
0 Total:			26,900.00
ATGC8530 - CU Technology Total:			26,900.00
DEL4000 - Dell Marketing L.P.			
0	11/01/2023		
Inv	10674207343		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/25/2023	(4) Dell Monitors - P2422H		954.17
Inv 10674207343 Total			954.17
Inv	10675294780		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2023	(1) Dell Latitude 7530 XCTO		2,426.25
Inv 10675294780 Total			2,426.25

Inv 10677706791

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Technical Support & On-Site Service After Diagnosis - Oct 2023	7,904.98

Inv 10677706791 Total 7,904.98

Inv 10678186605

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	(6) Dell 24 Monitors - P2422H	1,431.26

Inv 10678186605 Total 1,431.26

Inv 10684021791

<u>Line Item Date</u>	<u>Line Item Description</u>	
07/10/2023	(75) Dell 24 Monitors - P2423	23,225.69

Inv 10684021791 Total 23,225.69

Inv 10690201284

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/05/2023	(4) Dell 24 Monitors - P2422H and (2) OptiPlex Micro (7010)	2,852.74

Inv 10690201284 Total 2,852.74

Inv 10690777795

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/08/2023	(2) XPS 15 (9530)	7,617.05

Inv 10690777795 Total 7,617.05

Inv 10696181318

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/02/2023	(2) Dell Latitude 5430 XCTO Base Systems	2,424.30

Inv 10696181318 Total 2,424.30

0 Total: 48,836.44

DEL4000 - Dell Marketing L.P. Total: 48,836.44

DMPS7101 - Digital Map Products, LP

0 11/01/2023

Inv INVLBP02775

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	LandVision Builder - Developer Edition - Tax Maps	27,419.35

Inv INVLBP02775 Total 27,419.35

Check Number	Check Date	Amount
0 Total:		27,419.35
DMPS7101 - Digital Map Products, LP Total:		27,419.35
DDL8010 - Dr. Detail Ph.D LLC		
0	11/01/2023	
Inv 2873		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/09/2023	July invoice for cleaning/washing DAR vehicles	195.00
Inv 2873 Total		195.00
Inv 2926		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	September cleaning DAR	230.00
Inv 2926 Total		230.00
0 Total:		425.00
DDL8010 - Dr. Detail Ph.D LLC Total:		425.00
ELL1017 - Ellen's Silkscreening		
317737	11/01/2023	
Inv EE82013		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	City Polos and Jackets	586.64
Inv EE82013 Total		586.64
317737 Total:		586.64
ELL1017 - Ellen's Silkscreening Total:		586.64
EURO6710 - Eurofins Eaton Analytical		
0	11/01/2023	
Inv 3800033538		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Laboratory testing and analysis of City's water system Sep'23.	3,300.00
Inv 3800033538 Total		3,300.00
0 Total:		3,300.00
EURO6710 - Eurofins Eaton Analytical Total:		3,300.00

EWEM6010 - Ewing Irrigation Products, Inc.

317738	11/01/2023	
Inv	20729202	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2023	Battery Pack for Irrigation Controller along Hawthorne Median	27.32
Inv 20729202 Total		27.32
317738 Total:		27.32

EWEM6010 - Ewing Irrigation Products, Inc. Total:

27.32

FDBC8025 - Fast Deer Bus Charter Inc.

317739	11/01/2023	
Inv	161501	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Charter Bus Services - Summer Camp Med	2,520.00
Inv 161501 Total		2,520.00
Inv	161502	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Charter Bus Services - Summer Camp Med	2,520.00
Inv 161502 Total		2,520.00
Inv	161503	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Charter Bus Services - Summer Camp Med	2,520.00
Inv 161503 Total		2,520.00
Inv	161504	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Charter Bus Services - Summer Camp Med	2,520.00
Inv 161504 Total		2,520.00
Inv	161505	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Charter Bus Services - Summer Camp Med	2,520.00
Inv 161505 Total		2,520.00
Inv	161506	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Charter Bus Services - Summer Camp Med	2,727.00
Inv 161506 Total		2,727.00

Check Number	Check Date	Amount
317739 Total:		15,327.00
FDBC8025 - Fast Deer Bus Charter Inc. Total:		15,327.00
FED1109 - FedEx		
317740	11/01/2023	
Inv	8-270-22129	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	Shipment for background investigator	25.70
Inv 8-270-22129 Total		25.70
317740 Total:		25.70
FED1109 - FedEx Total:		25.70
DENFLRES - Flores, Dean		
317741	11/01/2023	
Inv	09182023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/18/2023	Conference Reimbursement	154.55
Inv 09182023 Total		154.55
317741 Total:		154.55
DENFLRES - Flores, Dean Total:		154.55
GAL7788 - Gale, Donna M.		
317742	11/01/2023	
Inv	Ball&TapSep-Oct	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Contract Class Instructor Payment for Ballet & Tap Sep-Oct'23.	450.00
Inv Ball&TapSep-Oct Total		450.00
317742 Total:		450.00
GAL7788 - Gale, Donna M. Total:		450.00
GALL5011 - Galls, LLC		
317743	11/01/2023	
Inv	024894790	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Fire Department Class A Uniforms	90.73

Check Number	Check Date	Amount
Inv 024894790 Total		90.73
Inv 024894791		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/26/2023	Fire Department Class A Uniforms	88.89
Inv 024894791 Total		88.89
317743 Total:		179.62
GALL5011 - Galls, LLC Total:		179.62
RYAN - Garcia, Ryan		
317744	11/01/2023	
Inv 9/29/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	Mileage Claim - 09/29/2023	13.36
Inv 9/29/2023 Total		13.36
317744 Total:		13.36
RYAN - Garcia, Ryan Total:		13.36
GAR5011 - Garvey Equipment Co		
317745	11/01/2023	
Inv 156235		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	New equipment (electric) pruner and battery packs	1,234.80
Inv 156235 Total		1,234.80
Inv 156236		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	Building Maint. Replace damaged electric blower	261.83
Inv 156236 Total		261.83
Inv 156624		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Chainsaw Chains	91.68
Inv 156624 Total		91.68
317745 Total:		1,588.31
GAR5011 - Garvey Equipment Co Total:		1,588.31

Check Number	Check Date		Amount
GRA6601 - Grainger			
317746	11/01/2023		
Inv	9836468422		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2023	Fall Protection Kit for Electrician		289.20
Inv 9836468422 Total			289.20
317746 Total:			289.20
GRA6601 - Grainger Total:			289.20
ADHA6116 - Herrera, Adam			
317747	11/01/2023		
Inv	10/8/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/08/2023	Mileage Claim - 10/08/2023		26.86
Inv 10/8/2023 Total			26.86
317747 Total:			26.86
ADHA6116 - Herrera, Adam Total:			26.86
INT6115 - Interstate Battery Systems of Eastern Los Angeles			
317748	11/01/2023		
Inv	1778985		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2023	Battery replacement for Water Distribution unit 16		159.60
Inv 1778985 Total			159.60
317748 Total:			159.60
INT6115 - Interstate Battery Systems of Eastern Los Angeles Total:			159.60
ITERISIN - Iteris, Inc.			
317749	11/01/2023		
Inv	158459		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/16/2023	CEQA Transportation Analysis		4,597.50
Inv 158459 Total			4,597.50
317749 Total:			4,597.50

Check Number	Check Date		Amount
ITERISIN - Iteris, Inc. Total:			4,597.50
JSAR4011 - Jack's Auto Repair			
317750	11/01/2023		
Inv	18662		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/06/2023	Rear brake pad & rotor replacement unit #198		892.68
Inv 18662 Total			892.68
Inv	18667		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/09/2023	Oil change unit# 1201		87.72
Inv 18667 Total			87.72
317750 Total:			980.40
JSAR4011 - Jack's Auto Repair Total:			980.40
JHMS8020 - JHM Supply			
0	11/01/2023		
Inv	339373/1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2023	Parts to replace wilson reservoir shark from copper to SCH 80		373.36
Inv 339373/1 Total			373.36
0 Total:			373.36
JHMS8020 - JHM Supply Total:			373.36
KMTR4011 - Kim Turner, LLC			
317751	11/01/2023		
Inv	INVOICE-3637		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/13/2023	Communications Training Officer Course for PA Lee		699.00
Inv INVOICE-3637 Total			699.00
317751 Total:			699.00
KMTR4011 - Kim Turner, LLC Total:			699.00
LCW7456 - Liebert Cassidy Whitmore			
0	11/01/2023		

Check Number	Check Date	Amount
Inv 243956		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/23/2023	Legal Services rendered for May 2023	42.50
Inv 243956 Total		42.50
0 Total:		42.50
LCW7456 - Liebert Cassidy Whitmore Total:		42.50
LIFE822 - Life-Assist Inc.		
317752	11/01/2023	
Inv 1348108		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/26/2023	Annual Fire Medical Supplies - FY 2023-2024.	207.38
Inv 1348108 Total		207.38
317752 Total:		207.38
LIFE822 - Life-Assist Inc. Total:		207.38
LOU1111 - Louie, Spencer		
317753	11/01/2023	
Inv 10/09/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Sovereign Citizen Extremist training Reimbursement for Sgt Louie	68.27
Inv 10/09/2023 Total		68.27
317753 Total:		68.27
LOU1111 - Louie, Spencer Total:		68.27
BRUMRD - Madrid, Braulio		
317754	11/01/2023	
Inv 09172023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/17/2023	Conference Reimbursement	21.22
Inv 09172023 Total		21.22
317754 Total:		21.22
BRUMRD - Madrid, Braulio Total:		21.22

Check Number	Check Date		Amount
CHRMDLA - Mandala, Chris			
317755	11/01/2023		
Inv	10042023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/04/2023	Reimb. for Fuel and Supplies - Community Improvement Vehicle		89.10
Inv 10042023 Total			89.10
317755 Total:			89.10
CHRMDLA - Mandala, Chris Total:			89.10
MBII9190 - Michael Baker International Inc.			
0	11/01/2023		
Inv	1193084		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2023	HRE for 827 El Centro Street		4,260.72
Inv 1193084 Total			4,260.72
0 Total:			4,260.72
MBII9190 - Michael Baker International Inc. Total:			4,260.72
MOR2900 - Morrow & Holman Plumbing Inc			
317756	11/01/2023		
Inv	AC-8-9810		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/29/2023	War Memorial Building AC Repairs		1,360.41
Inv AC-8-9810 Total			1,360.41
317756 Total:			1,360.41
MOR2900 - Morrow & Holman Plumbing Inc Total:			1,360.41
SAMMUNZ - Munoz, Samantha			
317757	11/01/2023		
Inv	61323985		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/09/2023	Full refund of gazebo reservation due to rain.		141.00
Inv 61323985 Total			141.00
317757 Total:			141.00

Check Number	Check Date		Amount
SAMMUNZ - Munoz, Samantha Total:			141.00
HIRNADA - Nada, Hiroshi			
317758	11/01/2023		
Inv	51558		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/04/2023	Charter Services for Senior Excursion-Manhattan Beach		1,120.00
Inv 51558 Total			1,120.00
317758 Total:			1,120.00
HIRNADA - Nada, Hiroshi Total:			1,120.00
HCC8025 - Occupational Health Centers of California			
317759	11/01/2023		
Inv	16852501		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/11/2023	Bundle Fee		50.00
Inv 16852501 Total			50.00
317759 Total:			50.00
HCC8025 - Occupational Health Centers of California Total:			50.00
OMEG4011 - Omega Polygraph			
317760	11/01/2023		
Inv	01974		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2023	Polygraph Exams For Multiple Applicants (7)		1,575.00
Inv 01974 Total			1,575.00
317760 Total:			1,575.00
OMEG4011 - Omega Polygraph Total:			1,575.00
ORA4011 - Orange County Sheriff's Department			
317761	11/01/2023		
Inv	11/13-17/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/13/2023	Basic Traffic Collision Training for Officer Pech And Godoy		175.00
Inv 11/13-17/23 Total			175.00

Check Number	Check Date	Amount
317761 Total:		175.00
ORA4011 - Orange County Sheriff's Department Total:		175.00
OVDR8011 - OverDrive Inc.		
0	11/01/2023	
Inv	01148CO23317713	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	eBooks / eAudiobooks for FY2023-24	1,959.58
Inv 01148CO23317713 Total		1,959.58
Inv	01148CO23317714	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	eBooks / eAudiobooks for FY2023-24	760.29
Inv 01148CO23317714 Total		760.29
Inv	01148CO23317716	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	eBooks / eAudiobooks for FY2023-24	743.34
Inv 01148CO23317716 Total		743.34
0 Total:		3,463.21
OVDR8011 - OverDrive Inc. Total:		3,463.21
PRKWOD - Parkwood Landscape Maintenance, Inc.		
317762	11/01/2023	
Inv	106037	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2023	Citywide Landscape Maint. Services - Park Maint. Sept 2023	43,512.38
09/30/2023	Citywide Landscape Maint. Services - Prop "A" Maint. Sept 2023	1,250.00
09/30/2023	Citywide Landscape Maint. Services - Water Distribution Sept 2023	1,700.00
09/30/2023	Citywide Landscape Maint. Services - Median Strips Sept 2023	5,431.84
Inv 106037 Total		51,894.22
317762 Total:		51,894.22
PRKWOD - Parkwood Landscape Maintenance, Inc. Total:		51,894.22
PWP4465 - Pasadena Water & Power		
317763	11/01/2023	
Inv	197598383	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Water Purchased from City of Pasadena September 23	3,292.99

Check Number	Check Date	Amount
Inv 197598383 Total		3,292.99
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317763 Total:		3,292.99
		<hr/>
PWP4465 - Pasadena Water & Power Total:		3,292.99
PATHVET - Pathway Vet Alliance Holding LLC		
317764	11/01/2023	
Inv 1572962		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Medical services for K9	959.52
Inv 1572962 Total		959.52
		<hr/>
317764 Total:		959.52
		<hr/>
PATHVET - Pathway Vet Alliance Holding LLC Total:		959.52
PBGF8031 - Pitney Bowes Global Financial Services LLC		
317765	11/01/2023	
Inv 3106320710		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	Lease of postage meter July 30-Oct 29, 2023	54.90
09/29/2023	Lease of postage meter July 30-Oct 29, 2023	54.90
09/29/2023	Lease of postage meter July 30-Oct 29, 2023	54.90
09/29/2023	Lease of postage meter July 30-Oct 29, 2023	54.90
Inv 3106320710 Total		219.60
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317765 Total:		219.60
		<hr/>
PBGF8031 - Pitney Bowes Global Financial Services LLC Total:		219.60
CSAC2012 - Public Risk, Innovation, Solutions, and Management		
0	11/01/2023	
Inv 24400750		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Employee Assistance Program - October-December 2023	2,253.48
Inv 24400750 Total		2,253.48
		<hr/>
0 Total:		2,253.48
		<hr/>
CSAC2012 - Public Risk, Innovation, Solutions, and Management Total:		2,253.48

Check Number	Check Date		Amount
PSAE4011 - Public Safety Alliance			
317766	11/01/2023		
Inv	416		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2023	Enhanced Drug Id Training Course for Officer Gramajo		150.00
Inv 416 Total			150.00
317766 Total:			150.00
PSAE4011 - Public Safety Alliance Total:			150.00
PUWA8020 - Pure Water			
0	11/01/2023		
Inv	2025280		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/01/2023	Fire - Drinking Water 2023 July		86.24
Inv 2025280 Total			86.24
Inv	2025759		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/01/2023	Fire - Drinking Water 2023 August		86.24
Inv 2025759 Total			86.24
Inv	203132		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2023	Fire - Drinking Water 2023 September		66.24
Inv 203132 Total			66.24
Inv	203614		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2023	Fire - Drinking Water 2023 October		66.24
Inv 203614 Total			66.24
0 Total:			304.96
PUWA8020 - Pure Water Total:			304.96
RMSE2925 - Randall B. Montgomery Stone Engraving			
317767	11/01/2023		
Inv	8242		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/10/2023	Onsite engraving at Childrens's Healing garden for James H Allen		350.00
Inv 8242 Total			350.00

Check Number	Check Date	Amount
317767 Total:		350.00
RMSE2925 - Randall B. Montgomery Stone Engraving Total:		350.00
RGWA2980 - Rangwala, Kaizer		
317768	11/01/2023	
Inv 2305		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	Consultant: Community Engagement, Urban Design & Urban Planning	20,400.00
Inv 2305 Total		20,400.00
317768 Total:		20,400.00
RGWA2980 - Rangwala, Kaizer Total:		20,400.00
MARREYES - Reyes, Marcia		
317769	11/01/2023	
Inv 61533593		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/16/2023	Refund deposit of War Memorial Building.	590.00
10/16/2023	Refund of Second staff rate. Staff no longer required.	329.00
10/16/2023	Refund of 1 hour time change on reservation at WMB.	230.00
Inv 61533593 Total		1,149.00
317769 Total:		1,149.00
MARREYES - Reyes, Marcia Total:		1,149.00
RIV4011 - Riverside County Sheriff's Dept		
317770	11/01/2023	
Inv BCTC0067620		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2023	Basic Traffic Collision Course for Officer Gruenewald	269.00
Inv BCTC0067620 Total		269.00
317770 Total:		269.00
RIV4011 - Riverside County Sheriff's Dept Total:		269.00
ACTM3010 - Robert Half International, Inc.		
0	11/01/2023	

Check Number	Check Date	Amount
Inv 0209954C		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/10/2023	Professional Services - Temporary Staffing - July 2023	16,192.95
Inv 0209954C Total		16,192.95
Inv 0211684C		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2023	Professional Services - Temporary Staffing - August 2023	9,450.02
09/07/2023	Professional Services - Temporary Staffing - August 2023	9,516.08
Inv 0211684C Total		18,966.10
0 Total:		35,159.05
ACTM3010 - Robert Half International, Inc. Total:		35,159.05
SSSS8267 - Round Star West, LLC		
0 11/01/2023		
Inv S.S.S Sept23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Contract Class Instructor Super Soccer Stars payment Sept.23	374.40
Inv S.S.S Sept23 Total		374.40
0 Total:		374.40
SSSS8267 - Round Star West, LLC Total:		374.40
SGVM2010 - San Gabriel Valley CM Association		
317771 11/01/2023		
Inv 10/18/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2023	SGVCMA Holiday Luncheon	105.00
Inv 10/18/2023 Total		105.00
Inv 7/1/23-6/30/24		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2023	SGVCMA 23-24 Annual Membership Dues - Arminé Chaparyan	55.00
Inv 7/1/23-6/30/24 Total		55.00
317771 Total:		160.00
SGVM2010 - San Gabriel Valley CM Association Total:		160.00

Check Number	Check Date		Amount
SGVMC111 - San Gabriel Valley Medical Center			
317772	11/01/2023		
Inv	912155		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/06/2023	Blood alcohol draw for medical record #912155		48.00
Inv 912155 Total			48.00
317772 Total:			48.00
SGVMC111 - San Gabriel Valley Medical Center Total:			48.00
SAN4958 - San Marino Security System			
317773	11/01/2023		
Inv	42586		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2023	Monthly Security System @ Eddie Park, Youth House, WMB, MMI		1,362.00
10/01/2023	Monthly Security System @ Orange Grove Rec Bldg.		207.00
Inv 42586 Total			1,569.00
317773 Total:			1,569.00
SAN4958 - San Marino Security System Total:			1,569.00
MICH4011 - Sanchez, Michael			
317774	11/01/2023		
Inv	10/02-06/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2023	Auto Vs Ped T/C Reimbursement for Cpl Sanchez		325.32
10/12/2023	Auto Vs Ped T/C Reimbursement for Cpl Sanchez		958.82
Inv 10/02-06/23 Total			1,284.14
317774 Total:			1,284.14
MICH4011 - Sanchez, Michael Total:			1,284.14
SAVGTRN - Savage Training Group LLC			
317775	11/01/2023		
Inv	2307		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/13/2023	Modern Interview and Interrogation Training for Det. Valdez		321.00
Inv 2307 Total			321.00
317775 Total:			321.00

SAVGTRN - Savage Training Group LLC Total:	321.00
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SDSI0107 - SDS Security Design Systems

317776	11/01/2023	
Inv	243003	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	Security System Services November 2023	65.18
Inv 243003 Total		65.18
Inv	243004	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	Security System Services November 2023	217.46
Inv 243004 Total		217.46
Inv	243005	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	Security System Services November 2023	113.00
Inv 243005 Total		113.00
Inv	243006	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	Security System Services November 2023	55.00
Inv 243006 Total		55.00

317776 Total:	450.64
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SDSI0107 - SDS Security Design Systems Total:	450.64
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SHO7777 - Showcases

0	11/01/2023	
Inv	327281	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	DVD cases	341.28
Inv 327281 Total		341.28

0 Total:	341.28
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SHO7777 - Showcases Total:	341.28
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THES8267 - Siegel, Theodore

317777	11/01/2023	
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Check Number	Check Date		Amount
Inv	11132023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Presentation & Screening for November-20,000 Leagues		150.00
Inv 11132023 Total			150.00
317777 Total:			150.00
THES8267 - Siegel, Theodore Total:			150.00
SIR8011 - Sirsi Corporation			
0	11/01/2023		
Inv	INV15000		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/03/2023	MARC Authority Data Services		6,241.50
Inv INV15000 Total			6,241.50
0 Total:			6,241.50
SIR8011 - Sirsi Corporation Total:			6,241.50
SOGA6501 - SoCalGAS			
317778	11/01/2023		
Inv	9/1/23-10/1/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/26/2023	CNG for City Vehicles (PW and Transit) - 196-493-8529-1		36.48
09/26/2023	CNG for City Vehicles (PW and Transit) - 196-493-8529-1		36.48
09/26/2023	CNG for City Vehicles (PW and Transit) - 196-493-8529-1		36.47
09/26/2023	CNG for City Vehicles (PW and Transit) - 196-493-8529-1		36.48
09/26/2023	CNG for City Vehicles (PW and Transit) - 196-493-8529-1		36.48
Inv 9/1/23-10/1/23 Total			182.39
317778 Total:			182.39
SOGA6501 - SoCalGAS Total:			182.39
SOL1111 - Solinsky, Brian			
317779	11/01/2023		
Inv	IACP23 SOLINSKY		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/23/2023	Reimbursement for IACP 2023 Hotel, Parking, and Meals		1,552.82
Inv IACP23 SOLINSKY Total			1,552.82
317779 Total:			1,552.82

Check Number	Check Date		Amount
SOL1111 - Solinsky, Brian Total:			1,552.82
SOCATPHY - Southern California Trophy Company			
317780	11/01/2023		
Inv	090069-23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/12/2023	Historic Landmark plaque for no. 55 fig tree		609.36
Inv 090069-23 Total			609.36
317780 Total:			609.36
SOCATPHY - Southern California Trophy Company Total:			609.36
SPBK - Springbrook Holding Company, LLC			
0	11/01/2023		
Inv	INV-014741		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/06/2023	CivicPay Sep 2023		107.00
Inv INV-014741 Total			107.00
0 Total:			107.00
SPBK - Springbrook Holding Company, LLC Total:			107.00
STPSTNLY - Stanley, Stephen			
317781	11/01/2023		
Inv	61312599		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2023	Refund deposit of reservation for Eddie Park House.		294.00
Inv 61312599 Total			294.00
317781 Total:			294.00
STPSTNLY - Stanley, Stephen Total:			294.00
STA5219 - Staples Business Advantage			
0	11/01/2023		
Inv	3543203385		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/20/2023	PW Admin. Office Supplies		83.22
Inv 3543203385 Total			83.22

Check Number	Check Date	Amount
Inv	3547479513	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Camp Med Supplies.	124.49
10/11/2023	Recreation Office Supplies.	122.80
Inv 3547479513 Total		247.29
Inv	3547916324	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	PW Admin. Office Supplies	148.60
Inv 3547916324 Total		148.60
Inv	3548358919	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	Community Development Supplies	363.17
Inv 3548358919 Total		363.17
Inv	3548564185	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	Senior Center coffee supplies	59.22
Inv 3548564185 Total		59.22
Inv	3549141084	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	flash drive	37.33
Inv 3549141084 Total		37.33
Inv	3549309256	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	air purifier	85.10
Inv 3549309256 Total		85.10
Inv	3549376594	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2023	Office Supplies for Department	182.95
Inv 3549376594 Total		182.95
Inv	3549442443	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	Fire Department Office Supplies	144.37
Inv 3549442443 Total		144.37
Inv	3549442444	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
09/27/2023	tin foil	26.77
Inv 3549442444	Total	26.77
Inv 3549442445		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	HDMI cable	19.61
Inv 3549442445	Total	19.61
Inv 3549518628		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	tape dispenser, construction paper, cardstock, desk organizer,	87.54
Inv 3549518628	Total	87.54
Inv 3549518630		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2023	PD Office Supplies	37.39
Inv 3549518630	Total	37.39
Inv 3549685493		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	HDMI cable	18.35
Inv 3549685493	Total	18.35
Inv 3549685494		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	desk lamp	19.39
Inv 3549685494	Total	19.39
Inv 3549685495		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2023	paper, tape	218.22
Inv 3549685495	Total	218.22
Inv 3549759372		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	calendar	21.27
Inv 3549759372	Total	21.27
Inv 3549823034		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Office & Commission Supplies	146.85
Inv 3549823034	Total	146.85

Check Number	Check Date		Amount
Inv	3550237738		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/17/2023	Office & Commission Supplies		28.10
Inv 3550237738 Total			28.10
0 Total:			1,974.74
STA5219 - Staples Business Advantage Total:			1,974.74
STSM1020 - Studio Spectrum, Inc.			
0	11/01/2023		
Inv	192538		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2023	Video Production and Streaming Services - Sept 2023		7,600.00
Inv 192538 Total			7,600.00
0 Total:			7,600.00
STSM1020 - Studio Spectrum, Inc. Total:			7,600.00
SWCAINC - SWCA, Incorporated			
317782	11/01/2023		
Inv	176358		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/29/2023	Professional Services - HRE (1401 Santa Teresa Street)		6,287.00
Inv 176358 Total			6,287.00
317782 Total:			6,287.00
SWCAINC - SWCA, Incorporated Total:			6,287.00
URBP8035 - The Urban Pet			
317783	11/01/2023		
Inv	220001252114		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/05/2023	Dog food for K9 "Zaggy".		159.98
Inv 220001252114 Total			159.98
317783 Total:			159.98
URBP8035 - The Urban Pet Total:			159.98

Check Number	Check Date	Amount
TOM4455 - Tom's Men's Wear & Uniform's, Inc.		
317784	11/01/2023	
Inv 24370		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Shirt for Officer Smith	19.85
Inv 24370 Total		19.85
Inv 336		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Clothing and Equipment for E. Rodriguez and T Brittin.	1,070.48
Inv 336 Total		1,070.48
317784 Total:		1,090.33
TOM4455 - Tom's Men's Wear & Uniform's, Inc. Total:		
		1,090.33
TRUPINT - TruePoint Solutions, LLC		
317785	11/01/2023	
Inv 23-1122		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/08/2023	Online Permitting System Implementation	2,475.00
Inv 23-1122 Total		2,475.00
317785 Total:		2,475.00
TRUPINT - TruePoint Solutions, LLC Total:		
		2,475.00
UND6710 - Underground Service Alert/SC		
317786	11/01/2023	
Inv 23-241197		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Underground Service Alert Fee	57.68
Inv 23-241197 Total		57.68
Inv 920230709		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Underground Service Alert Fee	164.00
Inv 920230709 Total		164.00
317786 Total:		221.68
UND6710 - Underground Service Alert/SC Total:		
		221.68

UQMS8010 - Unique Management Services, Inc.

0	11/01/2023	
Inv	6117602	
	<u>Line Item Date</u>	<u>Line Item Description</u>
	10/01/2023	Library Agency Recovery Services - FY2023-2024
		198.05
Inv	6117602 Total	198.05
0 Total:		198.05

UQMS8010 - Unique Management Services, Inc. Total: 198.05

URTL6711 - United Rentals

0	11/01/2023	
Inv	224002768-001	
	<u>Line Item Date</u>	<u>Line Item Description</u>
	10/12/2023	Backwash Tank rental for carbon exchange project @ wilson reservoir
		1,599.38
Inv	224002768-001 Total	1,599.38
0 Total:		1,599.38

URTL6711 - United Rentals Total: 1,599.38

TRIOVLLY - Valley Services, Inc.

317787	11/01/2023	
Inv	2230035953	
	<u>Line Item Date</u>	<u>Line Item Description</u>
	10/11/2023	On-Site Meal Program-September
		3,192.00
Inv	2230035953 Total	3,192.00
317787 Total:		3,192.00

TRIOVLLY - Valley Services, Inc. Total: 3,192.00

VARI111 - Vargas, Ruben

317788	11/01/2023	
Inv	10/1/2023	
	<u>Line Item Date</u>	<u>Line Item Description</u>
	10/01/2023	Mileage Claim - 10/01/2023
		20.44
Inv	10/1/2023 Total	20.44
Inv	9/30/2023	
	<u>Line Item Date</u>	<u>Line Item Description</u>

Check Number	Check Date	Amount
09/30/2023	Mileage Claim - 09/30/2023	20.44
Inv 9/30/2023 Total		20.44
317788 Total:		40.88
VAR1111 - Vargas, Ruben Total:		40.88
LUVA8110 - Vazquez, Luis		
317789	11/01/2023	
Inv 9/28/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Renewal for Paramedic License	250.00
Inv 9/28/2023 Total		250.00
317789 Total:		250.00
LUVA8110 - Vazquez, Luis Total:		250.00
VERW6711 - Verizon Wireless		
317790	11/01/2023	
Inv 9945379367		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	AN 270619951-00004 Service 8/27/23 - 9/26/23	492.34
Inv 9945379367 Total		492.34
Inv 9945754931		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	AN 542443342-00001 Service 9/2/23 - 10/1/23	52.33
Inv 9945754931 Total		52.33
Inv 9945775056		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	AN 642443919-00001 Service 9/02/23 - 10-01/23	1,174.42
Inv 9945775056 Total		1,174.42
317790 Total:		1,719.09
VERW6711 - Verizon Wireless Total:		1,719.09
VEWI8020 - Vision Electric Wholesale, Inc.		
0	11/01/2023	

Check Number	Check Date		Amount
Inv	1005243		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/03/2023	Street Lighting Electrical Supplies - FY 2023-2024.		1,715.80
Inv 1005243 Total			1,715.80
0 Total:			1,715.80
VEWI8020 - Vision Electric Wholesale, Inc. Total:			1,715.80
VTMS4011 - Vital Medical Services, LLC			
317791	11/01/2023		
Inv	4247		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/13/2023	Evidentary blood collaction DR 23-21083, DR 23-21727, DR 23-21		2,279.00
Inv 4247 Total			2,279.00
317791 Total:			2,279.00
VTMS4011 - Vital Medical Services, LLC Total:			2,279.00
ALSWHRL - Wehrle, Alison			
317792	11/01/2023		
Inv	IACP 2023 AW		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/23/2023	Reimbursement for IACP Hotel and Meals 10/13-10/17		2,222.53
Inv IACP 2023 AW Total			2,222.53
317792 Total:			2,222.53
ALSWHRL - Wehrle, Alison Total:			2,222.53
WLHD8020 - Westlake Hardware			
0	11/01/2023		
Inv	14303957		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/05/2023	Ring Camera Installation		59.26
Inv 14303957 Total			59.26
Inv	14303960		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/05/2023	Paint Supplies for City Hall		131.53
Inv 14303960 Total			131.53

Check Number	Check Date	Amount
Inv 14303961		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/05/2023	Orange Grove Electrical Box	47.34
Inv 14303961 Total		47.34
Inv 14303966		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2023	Graffiti Removal Supplies	29.73
09/06/2023	Cell Phone Charger	25.35
09/06/2023	Paint Supplies for City Hall	275.79
Inv 14303966 Total		330.87
Inv 14303973		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/11/2023	Street Trees: Safety Equipment and Supplies	120.77
09/11/2023	Street Trees: Small tools- Hand Pruners	24.20
09/11/2023	Locks for AYSO Arroyo Park Lights	85.96
Inv 14303973 Total		230.93
Inv 14303983		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Street Trees: Safety Vests	159.81
09/13/2023	Facilities: Safety Vests	159.80
Inv 14303983 Total		319.61
Inv 14303984		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Paint for City Manager's Office Conference Room	56.93
Inv 14303984 Total		56.93
Inv 14303989		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Street Lights: Monterey Road Vandalism Repairs	84.96
09/14/2023	Street Lights: Meridian at Farmer's Market Area	84.95
Inv 14303989 Total		169.91
Inv 14303991		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Safety Equipment: Flashlights and gloves	313.03
Inv 14303991 Total		313.03
Inv 14304006		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/19/2023	Rat Traps for Orange Grove	240.27

Check Number	Check Date	Amount
Inv 14304006 Total		240.27
Inv 14304013		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	Mosquito repellent for Garfield Reservoir	226.73
Inv 14304013 Total		226.73
Inv 14304014		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	Keys for Museum	19.78
Inv 14304014 Total		19.78
Inv 14304020		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2023	Senior Center light in computer lab closet	22.89
Inv 14304020 Total		22.89
Inv 14304021		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	Streets Project	114.24
Inv 14304021 Total		114.24
Inv 14304024		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	Tables for Council Chambers	220.46
Inv 14304024 Total		220.46
Inv 14304036		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Library and Senior Center Electrical Supplies	29.06
09/28/2023	Rope for Banners	24.15
Inv 14304036 Total		53.21
Inv 14304050		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Water Distribution Supplies - Counter Sunk Plugs	30.78
Inv 14304050 Total		30.78
Inv 14304055		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Water Distribution Supplies - Tire Plug / Repair Kits	28.20
Inv 14304055 Total		28.20

Check Number	Check Date	Amount
Inv 14304056		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2023	Vehicle Maintenance Supplies	173.24
Inv 14304056 Total		173.24
Inv 14304059		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2023	Silicone for locks and key copies	39.62
Inv 14304059 Total		39.62
Inv 14304074		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Water Production Supplies - Toilet Paper	73.65
Inv 14304074 Total		73.65
Inv 14304075		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/09/2023	Park Supplies/ equipment for library landscape maint.	745.29
Inv 14304075 Total		745.29
Inv 14304082		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	Gun Rack at Police Department Installation	115.16
Inv 14304082 Total		115.16
Inv 14304089		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Sidewalk Repairs Maple Street for 10.12.23	136.62
Inv 14304089 Total		136.62
Inv 14304090		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Water Distribution Supplies - Automotive Supplies	191.55
Inv 14304090 Total		191.55
Inv 14304091		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Materials for Gun Rack at PD	27.99
Inv 14304091 Total		27.99
Inv 14304097		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2023	Water Production Supplies - Multi Fold Towels	200.46

Check Number	Check Date	Amount
Inv 14304097 Total		200.46
Inv 14304100		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2023	LED lights for Youth House	33.05
Inv 14304100 Total		33.05
0 Total:		4,352.60
WLHD8020 - Westlake Hardware Total:		4,352.60
WOR8011 - World Book Inc		
317793	11/01/2023	
Inv 0001655302		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2023	Online-Advance Reference Pkg Library	1,375.50
Inv 0001655302 Total		1,375.50
317793 Total:		1,375.50
WOR8011 - World Book Inc Total:		1,375.50
XRXF5010 - Xerox Financial Services		
317794	11/01/2023	
Inv 4855107		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Xerox Lease Contract - FY2023-24 - Service for 9/22 - 10/21/23	2,204.46
Inv 4855107 Total		2,204.46
317794 Total:		2,204.46
XRXF5010 - Xerox Financial Services Total:		2,204.46
ZUMAR103 - Zumar Industries, Inc.		
0	11/01/2023	
Inv 7877		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/22/2023	Regulation Signs for Fremont Ave. and Huntington Drive.	1,807.71
Inv 7877 Total		1,807.71
0 Total:		1,807.71

Check Number **Check Date** **Amount**

ZUMAR103 - Zumar Industries, Inc. Total: 1,807.71

Total: 522,395.38

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ATTACHMENT 4
Payroll Summary

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Payroll

Payroll Summary Report



Payroll Date: 10/13/2023 Regular

Checks	\$	882.95
Direct Deposits	\$	521,595.60
IRS Payments	\$	107,790.98
EDD - State of CA	\$	34,319.83
PERS Pension	\$	137,052.95
Deferred Comp	\$	28,794.52
PERS Health	\$	-
Subtotal:	\$	830,436.83

Payroll Date: 10/20/2023 Off-Cycle

Checks	\$	-
Direct Deposits	\$	3,172.64
IRS Payments	\$	474.84
EDD - State of CA	\$	109.96
PERS Pension	\$	-
Deferred Comp	\$	-
PERS Health	\$	-
Subtotal:	\$	3,757.44

Grand Total: \$ **834,194.27**

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City Council Agenda Report

ITEM NO. 5

DATE: November 1, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Luis Frausto, Management Services Director
Lucila Urzua, Deputy City Clerk

SUBJECT: **Consideration of Approval of City Council Meeting Minutes for October 18, 2023**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular Meeting of October 18, 2023.

Executive Summary

Attached for the City Council's consideration and approval are meeting minutes for various dates as listed on the agenda and hereby included as attachments to this staff report.

Background

The City Clerk's Division is responsible for producing meeting minutes for the City Council meetings. Meeting minutes are used as the official record of the actions taken by the City at the direction of the City Council.

Key Performance Indicators and Strategic Plan

This item aligns with the Management Services Department's Key Performance Indicator to provide quick access to information and accountability, ensuring public transparency.

Fiscal Impact

There is no fiscal impact anticipated as Division staff is facilitating the work related to this project.

Attachment: October 18, 2023 - Regular City Council Meeting Minutes

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ATTACHMENT 1

October 18, 2023 Regular City Council Meeting Minutes

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

MINUTES
WEDNESDAY, OCTOBER 18, 2023, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Primuth on Wednesday, October 18, 2023, at 7:14 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT

Mayor	Jon Primuth
Mayor Pro Tem	Evelyn G. Zneimer
Councilmember	Jack Donovan
Councilmember	Michael A. Cacciotti
Councilmember	Janet Braun

ABSENT

None.

Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Roxanne Diaz, City Attorney; Mark Perez, Deputy City Clerk and Lucy Urzua, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Donovan.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. REAL PROPERTY NEGOTIATIONS
(Government Code Section 54956.8)

1. Property Addresses:
 - a. 215 Fairview Avenue, APN 5317-007-903

- b. 302 Fairview Avenue, APN 5317-012-903
- c. 529 Prospect Avenue, APN 5317-036-904
- d. 530 Orange Grove Avenue, APN 5317-036-900
- e. 534 Orange Grove Avenue, APN 5317-036-903
- f. 535 Meridian Avenue, APN 5317-036-903
- g. 540 Prospect Avenue, APN 5317-035-901
- h. 901 Bonita Drive, APN 5310-020-903
- i. 1037 & 1039 Grevelia Avenue, APN 5315-012-903
- j. 808 Valley View Road, APN 5310-020-901
- k. 822 Valley View Road, APN 5310-020-902
- l. 216 Fairview Avenue
- m. 217 Fremont Avenue, APN 5317-012-901
- n. 225 Fremont Avenue, APN 5317-012-902
- o. 1131 Columbia Street, APN 5317-012-900
- p. 1707 Meridian Avenue, APN 5310-031-903
- q. 1008 Hope and 1002 and 726 Meridian, APN 5315-013-906

Agency Negotiator: Arminé Chaparyan, City Manager
 Negotiating Party: California Department of Transportation
 Under Negotiation: Price and Terms of Payment

B. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

- 1. *City of South Pasadena, et al. vs California Department of Transportation, et al.*
 (LASC Case No. 21STCP01779)

C. CONFERENCE WITH LEGAL COUNSEL: LIABILITY CLAIMS

(Government Code Section 54956.9(d)(2))

Claimant: Kevin Hill
 Agency Claimed Against: City of South Pasadena

Claimant: Justin Furtado
 Agency Claimed Against: City of South Pasadena

Claimant: Owen Snider
 Agency Claimed Against: City of South Pasadena

City Attorney Roxanne Diaz reported that there was no reportable action taken by the City Council and Council will reconvene into closed session after the Regular City Council Meeting.

PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)

In-Person Comments:

Tucker Nelson commented on the upcoming Blood Drive hosted by the South Pasadena Women’s Club.

John commented on traffic safety enforcement and possible grants.

PRESENTATION

3. 2023 SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS UPDATE

Turner Lot, Management Analyst with the San Gabriel Valley Council of Governments (SGVCOG) gave presentation on the COG’s vision and partnership with Cities.

Councilmember Braun requested more information on the e-bike program.

4. PROCLAMATION DECLARING OCTOBER 2023 AS “COMMUNITY PLANNING MONTH” IN THE CITY OF SOUTH PASADENA

Mayor Primuth read the proclamation into the record. Proclamation was accepted by Community Development Director and Deputy Director.

5. STAFF INTRODUCTION

Management Services Department:

Lucy Urzua, Deputy City Clerk

Tina Lopez, Human Resources and Risk Manager, introduced new Deputy City Clerk, Lucy Urzua.

CHANGES TO THE AGENDA

6. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA

None.

CONSENT CALENDAR

COUNCIL MOTION AND ACTION:

A motion was made by Mayor Pro Tem Zneimer and seconded by Councilmember Cacciotti to approve Consent Calendar Items No. 7-11. Councilmember Braun abstained on Item 8 only. The motion carried 5-0, to approve items no. 7, 9, 10, 11, by the following vote:

- AYES:** Braun, Donovan, Cacciotti, Zneimer, Mayor Primuth
- NOES:** None.
- ABSENT:** None.

ABSTAINED: None.

A motion to approve Item No. 8 was carried 4-0-0-1, by the following vote:

- AYES:** Donovan, Cacciotti, Zneimer, Mayor Primuth
- NOES:** None.
- ABSENT:** None.
- ABSTAINED:** Braun

- 7. **APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$10,988.50; GENERAL CITY WARRANTS IN THE AMOUNT OF \$567,310.93; ONLINE PAYMENTS IN THE AMOUNT OF \$201,152.10; VOIDS IN THE AMOUNT OF (\$779.27); PAYROLL IN THE AMOUNT OF \$880,729.66**

Recommendation

It is recommended that the City Council approve the Warrants as presented.

A motion was made to approve recommendation on the Consent Calendar.

- 8. **CONSIDERATION OF APPROVAL OF CITY COUNCIL MEETING MINUTES FOR FEBRUARY 15, 2023 AND SEPTEMBER 18, 2023**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular Meetings of February 15, 2023 and September 18, 2023.

**A motion was made to approve recommendation on the Consent Calendar.
Councilmember Braun voted to abstain from Item.**

- 9. **ADOPTION OF A RESOLUTION APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS**

RESOLUTION

A RESOLUTION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

Recommendation

It is recommended that the City Council:

- 1. Adopt a resolution approving an application for Measure A Funding for Projects and Programs; and
- 2. Authorize the City Manager or designee to sign the application and all related grant documents.

A motion was made to approve recommendation on the Consent Calendar.

10. **CONSIDERATION OF A DISCRETIONARY FUND REQUEST FROM MAYOR PRO TEM EVELYN ZNEIMER IN THE AMOUNT OF \$2,000 FOR THE CHAMBER OF COMMERCE HOLIDAY TREE/MENORAH LIGHTING EVENT**

Recommendation

It is recommended that the City Council consider approval of a Discretionary Fund request by Mayor Pro Tem in the amount of \$2,000 to support the Chamber of Commerce Holiday Tree/Menorah Lighting event Pasadena.

A motion was made to approve recommendation on the Consent Calendar.

11. **CONSIDERATION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 1, CHAPTER 1A AND SECTION 24.02 OF THE SOUTH PASADENA MUNICIPAL CODE TO UPDATE THE PROVISIONS RELATED TO VIOLATIONS OF THE CODE, INCLUDING SUBSTANDARD BUILDINGS, PENALTIES FOR CODE VIOLATIONS AND PROCEDURES RELATED TO CODE VIOLATIONS**

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 1, CHAPTER 1A AND SECTION 24.02 OF THE SOUTH PASADENA MUNICIPAL CODE TO UPDATE THE PROVISIONS RELATED TO VIOLATIONS OF THE CODE, INCLUDING SUBSTANDARD BUILDINGS, PENALTIES FOR CODE VIOLATIONS AND PROCEDURES RELATED TO CODE VIOLATIONS

Recommendation

It is recommended that the City Council consider introduction of the Ordinance for first reading and waive full reading of the Ordinance amending the South Pasadena Municipal Code updating the provisions related to violations of the code, including substandard buildings, and the penalties and procedures related to Code violations.

A motion was made to approve recommendation on the Consent Calendar.

ACTION/DISCUSSION

12. **DISCUSSION AND DIRECTION REGARDING THE USE OF DRONES FOR THE FOURTH OF JULY EVENT**

Recommendation

It is recommended that the City Council discuss and provide staff direction regarding the use of drones during the annual Festival of Balloons/ Fourth of July Event.

Sheila Pautsch, Community Services Director gave a presentation. Staff responded to questions raised by the City Council.

COUNCIL MOTION AND ACTION:

Mayor Pro Tem Zneimer supported moving forward with drones and away from traditional fireworks due to pollutants and health risks, the loud noise affecting certain populations, and fires.

Councilmember Cacciotti supported a hybrid show that could be subsidized using his discretionary funds. He emphasized the pollution caused by fireworks and South Pasadena's obligation to mitigate the issues. Councilmember Cacciotti supports moving away from fireworks and transition to drones.

Councilmember Braun supports traditional fireworks and emphasizes the budget for a drone show.

Councilmember Donovan supports traditional firework show, however, also supports a drone show in the future.

Mayor Primuth supports the traditional firework show and clarified that the City will not move forward with Drones.

13. CONSIDERATION OF UPDATED OPTIONS TO AMEND THE CITY'S EXCLUSIVE REFUSE SERVICE AGREEMENT RELATED TO THE IMPLEMENTATION OF SB 1383 REQUIREMENTS

Recommendation

It is recommended that the City Council review and provide staff with direction on the amendment of the City's Exclusive Refuse Service Agreement.

Public Works Director Ted Gerber presented a PowerPoint on the Athens Service Refuse Agreement Option Update. Dave Davis, President of MSW Consultants also was in attendance to answer any questions from Council or staff.

In-Person Public Comment:

John commented on food scraps and weight limits for trash bins.

COUNCIL MOTION AND ACTION:

Councilmember Donovan supports option number one provided by staff, supports backyard service for all residents, and an additional cost for hard-to-service residents, prefers the Los Angeles CPI with 1%.

Mayor Pro Tem Zneimer favors option number two provided by staff, prefers trash and garbage CPI, and no preference between the seven and 10-year term.

Councilmember Braun supports option one provided by staff, prefers Los Angeles CPI, supports 7-year rolling term, and requested to negotiate to waive \$40,000.

Councilmember Cacciotti supports option number one provided by staff and likes the backyard pickup service. Cacciotti supports the 7-year rolling term and prefers Los Angeles CPI. Councilmember Cacciotti requests staff negotiate to include more Heavy Furniture Pickup days.

Mayor Primuth supports option number one provided by staff, supports a 7-year rolling term and would prefer to compare rates based on San Marino regarding Backyard Service pickup. Mayor requested a quarterly meeting with City staff and Athens to examine service levels.

With no opposition, direction was provided to Public Works Director Gerber to move forward with option number one as written in staff report.

PUBLIC COMMENT – CONTINUED

14. CONTINUED PUBLIC COMMENT – GENERAL

None.

COMMUNICATIONS

15. COUNCILMEMBER COMMUNICATIONS

Councilmember Donovan – no comments.

Councilmember Braun – no comments.

Mayor Pro Tem Zneimer – no comments.

Councilmember Cacciotti noted his attendance at various regional meetings and events.

Mayor Primuth thanked staff and Council for their work.

16. CITY MANAGER COMMUNICATIONS

None.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the meeting of the City Council at 9:34 P.M., back to closed session, and then to the next Regular City Council meeting scheduled on Wednesday, November 1, 2023.

Respectfully submitted:

Lucila Urzua
Deputy City Clerk

APPROVED

Jon Primuth
Mayor

Attest:

Lucy Urzua
Deputy City Clerk

Approved at City Council Meeting:



City Council Agenda Report

ITEM NO. 6

DATE: November 1, 2023
FROM: Arminé Chaparyan, City Manager *Ac*
PREPARED BY: Sheila Pautsch, Community Services Director
SUBJECT: **Consideration of Approval of Naming Berkshire Park in Memory of Dr. Beatriz Solis**

Recommendation

It is recommended that the City Council consider approval of naming Berkshire Pocket Park in memory of Dr. Beatriz Solis. The park name being considered is Dr. Beatriz Solis Memorial Park.

Background

On October 17, 2023, Mayor Primuth requested to rename the Pocket Park in memory of Dr. Beatriz Solis naming it the Dr. Beatriz Solis Memorial Park. Councilmember Cacciotti provided a second to the request. Currently, the Pocket Park plans include a memorial bench, plaque, and magnolia tree in memory of Dr. Solis that was approved by the City Council at the August 18, 2021 City Council meeting.

Analysis

The City of South Pasadena has a Policy and Procedures for the Naming of City Facilities. The Policy is to guide staff and City Council when naming city facilities and parks. In reviewing the Policy, this request meets the criteria that the individual must be deceased for at least one year. If named in memorial, a person should have been a resident of South Pasadena and/or have made a significant contribution to the community in terms of improvement of quality of life. The procedure section of the Policy states that the naming of a city facility would be reviewed by the appropriate Commission. At the November 9, 2020, Parks and Recreation Commission (Commission) Meeting, the family of Dr. Solis presented their request to add a bench, a tree, and a plaque in her memory. The Commission approved a recommendation to add a memorial bench, plaque, and tree to the Pocket Park and add to the recommendation to name Pocket Park in memory of Dr. Solis.

Dr. Solis was a long-time South Pasadena resident and an advocate of parks. She passed away in March 2020 after a long battle with cancer. Beatriz played an integral part in the Council's decision to purchase the Berkshire property from Caltrans. Her desire was to secure the land for a neighborhood pocket park in the northern section of South

Pasadena, which lacks access to open space. She attended community meetings to give input on park elements and encouraged her neighbors to participate in the planning of the future pocket park. Dr. Solis was also a crucial participant in the South Pasadena Educational Foundation assisting in building strong schools in South Pasadena where her two sons attended and graduated. The family continues to reside in and contribute to the South Pasadena community.

Fiscal Impact

The cost of pocket park construction includes the tree (\$325), bench (\$2,500), and plaque (\$70). These items cost approximately \$2,895, which is included in the overall cost of construction. There is a park sign included in the plan, and after Council direction, this item will be amended accordingly. The current estimated cost of the pocket park construction is \$820,173. The project will be funded by Measure A Annual Allocations (\$275,000), State Parks and Recreation Proposition 68 Per Capita (\$193,992), and the remaining fund from the Park Impact Fees (\$351,183).

Key Performance Indicators and Strategic Plan

This item is part of the Community Services Department Key Performance Indicators identified in the Fiscal Year 2023-2024 Budget and part of the Capital Improvement Program. It is listed under the 2021-2026 Strategic Plan under 4C: Pocket Parks.

Commission Review and Recommendation

This item was reviewed by the Parks and Recreation Commission on November 9, 2020, and a recommendation was given to the City Council to add a memorial bench, plaque, and magnolia tree to the Pocket Park in memory of Dr. Solis. The Commission also recommended that the City Council should consider naming the park in Dr. Solis' memory.

Alternatives

City Council may also consider the following alternatives to this recommendation or any others they may discuss as a part of this report:

1. Memorialize Dr. Solis with a bench, plaque, and magnolia tree that has already been approved by the City Council on August 18, 2021.

Attachment: Policy and Procedures for the Naming of City Facilities

ATTACHMENT 1

Policy and Procedures for the Naming of City Facilities

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POLICY AND PROCEDURES
FOR THE
NAMING OF CITY FACILITIES
CITY OF SOUTH PASADENA

1. **PURPOSE:**
To define the policies, responsibilities and procedures associated with the naming of (existing and new) City Facilities.
2. **BACKGROUND:**
The City of South Pasadena has lacked an authorized policy to guide staff and the City council in the naming of City facilities, including buildings, support facilities, park sites and recreation facilities. The development of a Policy/Procedure to guide the naming of City facilities is intended to enable the process to be applied in a fair, objective and consistent manner.
3. **DEFINITIONS:**
 - 3.1 "Support Facilities" are City owned facilities that are used to support field operations. Support facilities may include, but are not limited to the Public Works Yard, Reservoirs and Pump Stations.
 - 3.2 "Park Sites" are City owned parks, open space and trail areas. Park sites include developed and undeveloped park areas and designated open space areas.
 - 3.3 "Recreation Facilities and Amenities" are facilities/amenities used primarily for recreation and leisure activities, including, but not limited to athletic fields, recreation centers, meeting rooms, pavilions, skate park, and tennis courts.
 - 3.4 "Historical" Sites: Are facilities on the City's inventory of historical properties or are identified as having contributed significantly to the City's heritage.
4. **POLICY:**
 - 4.1 **General.** The policy of the City is to name facilities in a manner that will provide an easy and recognizable reference for the City's customers. Therefore, naming options will always consider a name based on the facility's geographic location. However, the policy also establishes conditions for the consideration of naming options based on other factors.
 - 4.2 **Geographic Location.** Whenever possible, all City facilities will be named for their geographic location. The geographic location may be based on the identification of the facility with a specific place, neighborhood, major street, regional area of the City or the City itself if the facility is deemed to serve the entire community or the surrounding areas.
 - 4.3 **Other Considerations.** Consideration of names for facilities may also include prominent form of topography, a prominent plant, bush or tree and historical precedent.

- 4.4 Individual/Organizational Recognition. The naming of City facilities in honor of individuals or community organizations may be considered when one of the following 2 criteria are met:
- 4.41 A.) The individual must be deceased at least one (1) year. B.) If named in memorial, person should have been a resident of South Pasadena and/or have made a significant contribution to the community in terms of improvement of quality of life.
- 4.42 The significance of the contribution from the individual/organization can be evaluated. Individuals and organizations that have made contributions of significance may be considered for naming of facilities within the City, including recreational facilities and amenities within city parks.
- 4.5 Guidelines associated with Fundraising Campaigns. The naming of facilities in association with fundraising campaigns may be considered under the following conditions:
- 4.51 Organizations affiliated with the City that desire to raise funds for a city-sponsored project must receive approval from the City Council prior to attaching naming opportunities to the fundraising campaign.
- 4.52 Naming proposals that promoted alcohol, tobacco products or political organizations will not be considered.
- 4.53 Organizations conducting fundraising campaigns with naming opportunities attached must immediately notify City staff when a naming proposal is under consideration in order to facilitate an administrative review.
- 4.54 Acceptance of a naming proposal by an organization conducting a fundraising campaign must be considered conditional pending review and recommendation by the appropriate Commission and FINAL approval by the City Council.

5. PROCEDURE:

5.1 New Facilities

- 5.11 At least 120 days prior to opening a new City facility, City Council shall direct the appropriate Commission to review and make recommendations on the naming of the city facility. The assigned commission will use this policy in recommending a name for the site or facility. The assigned commission should solicit ideas and suggestions from the community.
- 5.12 Groups or individuals may submit nominations for naming a new facility in writing on a form provided. Recommendations may also come from other City boards and/or commissions. All recommendations will be given the same consideration without regard to the nomination source.

- 5.13 Each facility will be named by a separate nomination process and will be evaluated as provided herein.
- 5.14 The appropriate Commission shall review and make recommendations to the City Council on the proposed name.
- 5.15 The South Pasadena City Council is responsible for the final approval of the proposed name. Its decision will be final.

5.2 Existing Facilities:

- 5.21 Requests to rename existing facilities shall be made by completing the nomination form provided. Staff will review the form for completeness and forward to the appropriate Commission for consideration.
- 5.22 Care and sensitivity should be given to an existing facility named for historical reasons. Great care in considering a renaming request when existing name relates to an event, era or a person or family of historical relevance.
- 5.23 Consideration may be given to naming City owned land or facility after an individual, when a significant percentage of the land or cost for development has been donated to the City.
- 5.24 The recommendations of the appropriate Commission will be forwarded to the City Council. The decision of the City Council will be FINAL.

CITY OF SOUTH PASADENA
Naming of City Owned Facilities to Recognize and Individual or Organization
(Please refer to Facility Naming Policy and Procedures for timeline and submittal process)

NOMINATION FORM

Nomination for consideration in the naming of a City-owned facility. Please type or print clearly and submit to the:

Appropriate City Department and Commission

Date _____

I. Name of Individual/Organization Submitting Nomination: _____

Address _____ Telephone (Wk & H) _____

Fax _____ E-Mail _____

II. Nominee: Individual Organization Club

1. Name: _____

2. Telephone: _____

3. Mailing Address: _____

Does the person live in South Pasadena? If so, how many years? _____

If not, number of years in South Pasadena Area _____

Recommended Name of Facility _____

Description/Location of Facility _____

Explanation of why this individual/organization should be considered. (This information will be used by the commission to determine the basis for their decision.) Use additional paper if needed.

FOR STAFF USE ONLY

Reviewing Commission: _____

Recommendation: APPROVE DECLINE

Date: _____

City Council Action: APPROVE DECLINE

Date: _____

____ Nomination Withdrawn Date: _____

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City Council Agenda Report

ITEM NO. 7

DATE: November 1, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: H. Ted Gerber, Director of Public Works
Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT: **Consider approving a Second Amendment to the Professional Services Agreement with MSW Consultants for Athens Services Refuse Agreement Negotiations and Analysis and Authorize the City Manager to Execute the Amendment**

Recommendation

It is recommended that the City Council consider approving a second amendment to the professional services agreement with MSW Consultants to increase the contract value by \$25,000, for a total contract value of \$96,269.

Executive Summary

The City retained the services of MSW Consultants and R3 Consulting (Consultants) to assist staff in negotiations with Athens Services and examine the options for amending the refuse service agreement to comply with SB 1383. Athens Services, under City Council direction, had proposed additional options for modifying the current refuse agreement, which required additional analysis and community and Council engagement by the Consultants. City staff recommends that City Council authorize the City Manager to execute a second contract amendment with MSW Consultants to increase the contract value by \$25,000 for the continued assistance updating the City's Exclusive Refuse Service Agreement.

Background

In 2016, Senate Bill 1383 (Short-Lived Climate Pollutants) was signed into law in a statewide effort to reduce short-lived climate pollutants, namely methane emissions created by organic waste. Pursuant to SB 1383, jurisdictions are mandated to provide residents and businesses with organics collection services, among other requirements. The City's current exclusive refuse service agreement with Athens Services must be updated to accommodate these new mandates.

Analysis

City staff have been working with the City's franchise waste hauler, Athens Services, to update the current Exclusive Refuse Service Agreement, including the City's refuse rates

and services, to accommodate the additional requirements of Senate Bill 1383. The City retained the services of MSW Consultants and R3 Consulting (Consultants) to assist staff in negotiations with Athens Services and examine the proposed options for amending the refuse service agreement. To facilitate the lengthy negotiation process, the Professional Services Agreement with MSW Consultants was first amended to update the termination date of the contract from December 31, 2022 to when the work is determined to be complete by the South Pasadena Public Works Director. The first amendment changed no others provisions in the agreement including the not-to-exceed amount of the contract.

Athens Services, under the direction of City Council, had proposed additional alternatives to amend the Refuse Agreement, which required additional analysis, and community and Council engagements. In addition, the Consultants will assist staff in drafting a new comprehensive Agreement now that direction has been received from City Council. The City and the Consultants desire to increase the \$71,269 threshold of the agreement by \$25,000 to perform the remaining agreement tasks related to the renegotiation of the agreement with Athens Services. The proposed second amendment is included in Attachment 1.

Fiscal Impact

The original contract value is \$71,269, of which \$68,015 was expended in Fiscal Year 2022-2023. An additional \$25,000 is being requested in FY 2023-2024. This item is included in the City's Fiscal Year 2023-2024 annual budget for \$75,000 under Environmental Services Professional Services Account No. 101-6010-6015-8170-000. The account currently has sufficient funds available for these services.

Commission Review and Recommendation

This item was not reviewed by a commission; however, has been previously discussed by the Athens' Contract Ad Hoc Committee.

Key Performance Indicators (KPIs) and Strategic Plan

This item is in line with Task 4a of the City's Strategic Plan: Implement Climate Action Plan for environmental initiatives. It also aligns with the City's Green Action Plan, Goal III, to divert organics from landfill and to implement the requirements of Senate Bill 1383.

Attachments

1. Proposed Second Amendment to Professional Services Agreement with MSW Consultants
2. MSW Consultants Proposal for Remaining Tasks of Professional Services Agreement
3. Executed First Amendment to Professional Services Agreement with MSW Consultants
4. Professional Services Agreement with MSW Consultants

ATTACHMENT 1

Proposed Second Amendment to
Professional Services Agreement with
MSW Consultants

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**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT (“Amendment”) is made and entered into on this 1ST day of November 2023, by and between the CITY OF SOUTH PASADENA (“CITY”) and MSW CONSULTANTS (“Consultant”).

RECITALS

WHEREAS, on July 20, 2022, the City approved an Professional Services Agreement with the Consultant, for Refuse and Waste Consulting Services, to assist the city, among other items, in negotiating rates with its current exclusive refuse waste hauler (“Agreement”); and

WHEREAS, on April 4, 2023, the City executed the First Amendment to the Professional Services Agreement with MSW Consultants to extend the agreement until a date determined to be completed by the City of South Pasadena’s Public Works Director (“First Amendment”); and

WHEREAS, the Agreement and First Amendment shall be referred to collectively as the “Agreement;”

WHEREAS, the Consultant has provided assistance with negotiations and analysis of forthcoming amendments to the Athens Services Refuse Agreement in order to accommodate City-desired service adjustments and regulatory compliance with SB 1383; and

WHEREAS, Athens Services has provided additional alternatives to modifications of the Refuse Agreement which require additional analysis, and community and Council engagements; and

WHEREAS, the City and Consultant desire to increase the compensation and add additional services related to the renegotiation of the agreement with Athens Services.

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

Section 1. Section 3.5 of the Agreement entitled “Maximum Amount” is amended in its entirety to read as follows: “The highest total compensation and costs

payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Ninety-Six Thousand, Two-Hundred and Sixty-Nine Dollars (\$96,269), which is comprised of Seventy-One Thousand Two-Hundred and Sixty-Nine Dollars (\$71,269) for the original Scope of Services, and Twenty-Five Thousand Dollars (\$25,000) for completion of the remaining tasks of the Agreement.

Section 2. Section 3.1 of the Agreement entitled “Scope of Services” is hereby amended by adding to Exhibit A of the Agreement, the additional Scope of Services as set forth in Exhibit 1, attached hereto and incorporated by this Second Amendment.

Section 3. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Second Amendment, shall remain in full force and effect.

“City”
City of South Pasadena

“Consultant”
MSW Consultants

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

Date: _____

EXHIBIT 1

ADDITIONAL SCOPE OF SERVICES TO BE ADDED TO EXHIBIT A

Task 1 – Review and Analyze Athens Updated Proposal - Consultant will review and analyze Athens' revised proposal and provide insight and analysis to City staff. This will include comparing the proposal's services, key terms, and rates to Athens' previous proposals, market information, and Athens' estimated cost of service.

Task 2 – Present Athens' Updated Proposal at City Council Meeting - Consultant will prepare for and attend a meeting of the City Council to present analysis and findings.

Task 3 – Prepare Updated Agreement with Council's Chosen Option - Consultant will include the services, key terms, and rates in a restated and amended agreement. Consultant will review the agreement with Athens and City staff, and make any needed changes. Consultant will prepare a draft Prop 218 Notice.

Task 4 – Present Updated Agreement to City Council - First Public Hearing - Consultant will prepare for and attend a meeting of the City Council to present the recommended agreement and proposed rates.

Task 5 – Present Proposed Agreement to City Council – Prop 218 Public Hearing - Consultant will prepare for and attend the Prop 218 City Council Public Hearing to present the recommended agreement and proposed rates, and answer any questions from the City Council and members of the community.

Task 6 – Perform any Other Tasks as Directed by City Staff - Consultant will perform any additional tasks as directed by City staff.

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ATTACHMENT 2

MSW Consultants Proposal for Remaining Tasks of Professional Services Agreement

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SOLID WASTE CONSULTANTS
TO LOCAL GOVERNMENT

September 19, 2023

Ms. Gasparian
Environmental Services & Sustainability Manager
City of South Pasadena
1414 Mission Street
South Pasadena, California 91030

**Proposal for Remaining Tasks Related to
Renegotiation of Solid Waste Franchise Agreement**

Dear Ms. Gasparian:

As we have discussed, here is a scope of work and our proposed fees to perform the remaining tasks related to renegotiating an updated agreement with Athens Services.

Scope of Work

Task 1 – Review and Analyze Athens Updated Proposal - We will review and analyze Athens' revised proposal and provide our insight and analysis to City staff. This will include comparing the proposal's services, key terms, and rates to Athens' previous proposals, market information, and Athens' estimated cost of service.

Task 2 – Present Athens' Updated Proposal at City Council Meeting - We will prepare for and attend a meeting of the City Council to present our analysis and findings.

Task 3 – Prepare Updated Agreement with Council's Chosen Option - We will include the services, key terms, and rates in a restated and amended agreement. We will review the agreement with Athens and City staff, and make any needed changes. We will prepare a draft Prop 218 Notice.

Task 4 – Present Updated Agreement to City Council - First Public Hearing - We will prepare for and attend a meeting of the City Council to present the recommended agreement and proposed rates.

41760 IVY ST., SUITE 203, MURRIETA, CALIFORNIA 92562
(951) 973-0023 (951) 704-9776 (CELL)

WWW.MSW-CONSULTANTS.COM



SOLID WASTE CONSULTANTS
TO LOCAL GOVERNMENT

Ms. Arpy Gasparian
City of South Pasadena
September 19, 2023
Page 2 of 3

Task 5 – Present Proposed Agreement to City Council – Prop 218 Public Hearing - We will prepare for and attend the Prop 218 City Council Public Hearing to present the recommended agreement and proposed rates, and answer any questions from the City Council and members of the community.

Task 6 – Perform any Other Tasks as Directed by City Staff - We will perform any additional tasks as directed by City staff.

Proposed Fees

We propose to perform these services for the City for a not-to-exceed amount of \$25,000. We have based our proposed fees on the hours and billing rates for each of our staff members shown on the following page in **Error! Reference source not found.** If the City requests that we perform any additional tasks outside the scope of work, we will do so at the same hourly rates. We will not perform any additional tasks prior to receiving written approval from the City. We will invoice the City monthly, and our invoices will be due in 30 days.



SOLID WASTE CONSULTANTS
TO LOCAL GOVERNMENT

Ms. Arpy Gasparian
City of South Pasadena
September 19, 2023
Page 3 of 3

Table 1 – Proposed Fees

Task	Description	David Davis Project Manager	Chen Newman Analyst	Girard Mobley Analyst	Total Hours	Proposed Fees
1	Review and analyze proposal(s)	16	2	2	20	5,320
2	Present updated proposal to City Council	12	2	2	16	4,180
3	Prepare updated agreement and Prop 218 notice	12	2	2	16	4,180
4	Present updated agreement to City Council	12	2	2	16	4,180
5	Present proposed agreement at Prop 218 hearing	12	2	2	16	4,180
6	Perform any other tasks as directed by City	10			10	2,850
Total Hours		74	10	10	94	
Hourly Rate		\$285	\$190	\$190		
Subtotal Fees		\$21,090	\$1,900	\$1,900		24,890
Subtotal- Estimated Expenses						\$110
Total Proposed Fees and Expenses						\$25,000

* * *

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to call me at (951) 704-9776 or e-mail me at dave@msw-consultants.com.

Sincerely yours,

David Davis, CMA
President
MSW Consultants

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ATTACHMENT 3

Executed First Amendment to
Professional Services Agreement with
MSW Consultants

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**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT ("Amendment") is made on this 4TH day of April 2023, by and between the CITY OF SOUTH PASADENA ("CITY") and MSW CONSULANTS ("CONTRACTOR").

RECITALS

WHEREAS, on July 20, 2022, the City entered an agreement with the Contractor, for Refuse and Waste Consulting Services, to assist the city in negotiating rates with its current exclusive refuse waste hauler; and

WHEREAS, the City has an exclusive refuse service agreement with Arakelian Enterprises, Inc. dba Athens Services for the management of refuse, recycling, and street sweeping services; and

WHEREAS, amendments to the agreement with Athens Services are required to comply with recent California State organic waste diversion requirements as outlined in Senate Bill 1383; and

WHEREAS, consulting services are necessary to assist with forthcoming amendments to the Athens Services agreement in order to accommodate City-desired service adjustments and regulatory compliance with SB 1383; and


WHEREAS, it is recommended that the Contractor continues to provide professional services to the City until determined to be complete by the City of South Pasadena Public Works Director; and

WHEREAS, the costs for the Contractor's services shall not exceed the \$71,269 threshold and remain unchanged.

NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:

1. That Section 3.6 "Termination Date" of the Agreement is amended to "until determined to be complete by the City of South Pasadena Public Works Director".
2. That all other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

"City"
City of South Pasadena

By: 
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 5/23/2023

"Contractor"
MSW Consultants


By: 
Signature

Printed: David Dawis

Title: President


Date: 4-5-23

Attest:

By: 
Mark Perez
Deputy City Clerk

Date: 5/24/2023

Approved as to form:

By: 
Andrew L. Jared, City Attorney

Date: 5/23/2023

ATTACHMENT 4

Professional Services Agreement with MSW Consultants

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**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / MSW Consultants)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and MSW Consultants (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Refuse and Waste Consulting Services.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: see **Exhibit A**
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

Professional Services Agreement – Consultant Services
Page 1 of 15

Approved For Use 11/15/16

fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

- 3.4. **“Maximum Amount”**: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Seventy-One Thousand, Two-Hundred and Sixty-Nine Dollars (**\$71,269**), including \$64,790 for the proposed work, and \$6,479 (10%) as a contingency.
- 3.5. **“Commencement Date”**: **July 21, 2022**.
- 3.6. **“Termination Date”**: **December 31, 2022**.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services**. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License**. Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards**. Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant 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 this Agreement,

Professional Services Agreement – Consultant Services

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including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **David Davis** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant 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 Consultant 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, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, 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 this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed in the Scope of Work, Exhibit A, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant 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 certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

Professional Services Agreement – Consultant Services

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- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Refuse and Waste Consulting Services**
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at

least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission St., South Pasadena, CA 91030. Telephone: (626) 403-7230.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

H. Ted Gerber
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 460-6392
Facsimile: (626) 403-7241

If to Consultant

David Davis
MSW Consultants
41760 Ivy St., Suite 203
Murrieta, CA 92562
Telephone: (951) 704-9776

With courtesy copy to:

Andrew L. Jared
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of South Pasadena
By: Armine Chaparyan
Signature
Printed: Armine Chaparyan
Title: City Manager
Date: 12/13/2022

“Consultant”
MSW Consultants
By: David Davis
Signature
Printed: David Davis
Title: President
Date: 8-1-22

Attest:

By: Desiree Jimenez, CMC
Desiree Jimenez, Chief City Clerk
Date: 12/14/2022

Approved as to form:

By: Andrew Jared
Andrew L. Jared, City Attorney
Date: 12/13/2022

EXHIBIT A

Scope of Work

MSW Consultants and R3 Consulting Group (subconsultant)

Task 1- Kickoff Meeting / Project Management

Consultant will conduct a kickoff meeting with City staff. The purpose of the meeting with City staff will be to confirm the project scope, schedule, key issues, deliverables, and the City's negotiating strategy. Throughout the project, Consultant will provide the City with monthly project status reports.

Deliverables: Meeting agenda and notes, Monthly status reports

Task 2-- Review Pertinent Project Related Information

Consultant will review all pertinent project related information for the City's existing exclusive refuse services. This will include the franchise agreement with Athens Services, any amendment(s), contractual rate increases, municipal code provisions, and any other relevant documents. Consultant will treat all information Consultant obtains as confidential.

Deliverable: Review notes and workpapers

Task 3- Evaluate Existing Agreement with Athens Services

Consultant will review the City's franchise agreement and amendments to identify opportunities to enhance or expand services that would be considered a cost-benefit. Consultant will also prepare a contract profile. The contract profile will consist of a summary of relevant key terms and services. Based on Consultant's discussions with the City, Consultant will identify the key contract terms and services needed to fulfill the requirements of SB 1383. Based on the key terms and services Consultant identifies; Consultant will prepare contract language to amend the franchise agreement such that it will contain the needed services and terms to enable customers to comply with the State's organics recycling requirements. Consultant will recommend additional tasks and services to be included in the scope of services.

Deliverables: Contract profile, Contract recommendations

Task 4- Review Rate Calculation Methodology and Related Fees.

Consultant will review the current annual rate calculations methodology, franchise fees, and related fees. Consultant will use its industry knowledge and compare them to the current industry best practices. After review, Consultant will provide the City with a recommendation to the current rate calculation methodology and related fees that would best align with the City's goals.

Deliverable: Rate calculation methodology and related fee recommendations

Task 5 - Compare Rates and Services

Consultant will gather and analyze information on the cost of service by at least four (4) similar jurisdictions located in the county of Los Angeles that utilizes Athens Services. In addition to simply collecting the amount charged to customers by those jurisdictions, Consultant will also collect other information that will enable us to determine and quantify any 'distinguishing characteristics' in comparing those rates to the City of South Pasadena. For example, Consultant may collect information about whether other services (e.g., free commercial recycling, organics collection, bulky waste collection, etc.) are included in the rates of other cities. Consultant will prepare tables comparing the rates in these jurisdictions to those in the City of South Pasadena. These tables will also address the various distinguishing characteristics among the jurisdictions. By understanding the rates charged in other cities, and by understanding the amount of Athens Services' total revenue at current and proposed lower rates, the City will be able to negotiate from a position of knowledge and strength.

Deliverable: Rate comparison exhibits

Task 6 - Provide Recommendations Related to Current Services and Key Contract Terms

Based on the comparison between South Pasadena and the jurisdictions identified above in Task 5, and based on its industry knowledge, Consultant will provide the City with recommendations related to service offerings, and key contract terms such as rate adjustment methodology, city fees, and contract term. Consultant will also ensure that the City's agreement includes the provisions needed for the City to be compliant with AB 939, AB 341, AB 1826, and SB 1383. Consultant will also take into account any other relevant variables into its analysis. This task will be performed in conjunction with Task 10 below, which is similar.

Deliverable: Recommendations related to enhanced services and contract terms

Task 7 - Assist the City in Negotiations

Based on the analysis Consultant conducts from the above tasks and guidance from City staff, Consultant will develop a negotiation strategy. The negotiation strategy will include an outline of the key contract terms and outcomes to discuss with Athens. For each key contract term, Consultant will identify a 'preferred' and a 'fallback' outcome. The 'preferred' outcomes will be those that Consultant believes would benefit the City and may be marginally acceptable to Athens Services. The 'fallback' outcomes are those that are less favorable, but nonetheless acceptable to the City.

Deliverable: Negotiation strategy

Task 8 - Assist the City in Analyzing Cost-Benefit of the Proposed Revised Rates

Consultant will analyze the cost-benefit of proposed rates from Athens Services, considering factors such as: modified service offerings, modified agreement terms, conversion to sustainable vehicles, provision of receptacles, regulatory requirements, and other factors. Consultant will accomplish this by estimating the annual cost of new programs, and comparing those costs to Athens total amount of

revenue in the City. For a simplified example, if the annual cost of new services is \$500,000, and Athens' total annual revenue is \$5 million; a rate adjustment of 10% may be reasonable ($\$500,000 \div \$5 \text{ million} = 10\%$).

Consultant will also assess the relative benefit of each new program in terms of enhancing customer satisfaction, maintaining a clean city, and achieving a greater level of waste diversion.

Deliverable: Spreadsheet with cost-benefit analysis

Task 9- Calculate the Quantity of Organic Products

Consultant will evaluate the current use of applicable recycled organic waste products in the City and by Athens (e.g. mulch, compost, renewable fuel for transportation, etc.). Consultant will compare this to quantity of organic products the City must procure, and identify the gap between current use and the procurement targets. Consultant will determine the most feasible combination of purchases to achieve compliance, and provide recommendations on how to achieve compliance with the procurement requirements.

Deliverables: Analysis of gap in organics current content procurement, Strategy to achieve the procurement target

Task 10- Recommended Modifications to Services

This task will be performed in conjunction with Task 6, which is similar. Consultant will recommend modifications to services based on current industry practices, findings from the evaluation of comparable cities, and negotiations with the City's current exclusive refuse waste hauler. Consultant will provide an estimate of fair rates and fees for the current and proposed levels of residential and commercial services. Consultant will compare recommended fees with current fees for all sectors/services and show percent change for each service. Consultant will include organics collection service and design rate adjustment to minimize abrupt rate changes, where feasible, for any single sector or service. Consultant will estimate the impact of compliance with AB 341, AB 1826, AB 1594 and SB 1383 mandates on customer costs and revenue streams.

Deliverable: Recommendations related to enhanced services and contract terms

Task 11- Develop a Proposed Performance Clauses

Consultant will prepare a performance clause for the amended and restated agreement. The performance clause will detail the obligations and conditions that will be required of Athens

Services based on the additional service requirement for SB 1383. These will include, but not be limited to, SB 1383 organics diversion and related services, including waste characterization, outreach/education, monitoring, data management, reporting, and SB 1383 procurement. The performance clause will also list liquidated damages if Athens Services fails to meet new service obligations.

Deliverable: Performance clauses for the amended agreement

Task 12- Assist in Negotiations Session with Athens Services

Consultant will prepare for and participate in up to two (2) meetings with City staff and Athens Services. Consultant will discuss Athens' proposal, and confirm its understanding of the company's market objectives. Consultant will also present the City's objectives. To the extent that they will further the City's negotiating objectives, Consultant will present various market information and cost analyses. Consultant will seek to persuade Athens Services to accept the City's proposals. The purpose of these meetings will be to systematically bring the parties closer together on the various issues, and to ultimately agree on a new franchise agreement that represents the best value for the City.

Deliverable: Meeting agendas and materials

Task 13- Meet with City Council Study Session

Consultant will participate and present in up to two (2) evening City Council study sessions. Consultant will prepare an initial draft of a presentation for the study session. The presentation will address any issues such from negotiating with Athens Services and any recommendations from the City Council.

Deliverable: Meeting agendas and materials

Task 14- Present Recommendations to City Council

Consultant will prepare a PowerPoint summary of the results of the negotiations. If the negotiations result in the City and Athens Services agreeing on terms for an amended and restated franchise agreement, Consultant will prepare a City Council staff report and PowerPoint that outlines the services, rates, and key terms of the agreement. Consultant will also present a rate comparison to other cities using the newly agreed-upon service rates.

Deliverables: City Council staff report, Power Point presentation, Presentation to City Council

EXHIBIT B

Project Fees and Hourly Billing Rates



July 19, 2022

Mr. Ted Gerber
 Director of Public Works
 City of South Pasadena
 1414 Mission Street
 South Pasadena, California 91030

Updated Fee Proposal to Provide Refuse and Waste Consulting Services

Dear Mr. Gerber:

We propose to assist the City in negotiating its agreement with Athens for a not-to-exceed amount of \$64,790 according to the hourly rates and hours shown below in Table 1.

Table 1 – Proposed Not-to-Exceed Fees

Task	Description	David Davis Project Director	Scott Harris	William Schroen	Girard Motley Project Analyst	Chen Newman Project Analyst	Total Hours	Total Cost
1	Kickoff / project management	8	2	2	2	2	16	4,180
2	Review pertinent related information	8	2	2	4	2	18	4,560
3	Evaluate existing agreement with Athens Services	4	2	2	8	2	18	4,180
4	Review rate calculation methodology and related fees	8	2	2	2	2	16	4,180
5	Contract comparison within Los Angeles County cities	4	2	1	8	2	17	3,895
6	Provide recommendations to City current services	8	2	2	2	2	16	4,180
7	Assist the City in negotiating with Athens Services	16	2	1	4	4	27	6,935
8	Assist the City in analyzing cost-benefits of rates	8	2	2	8	2	22	5,320
9	Calculate the quantity of organic products	2	2	2	8	2	16	3,610
10	Recommend modifications to services	12	2	2	2	2	20	5,320
11	Develop proposed performance clause	8	2	2	2	2	16	4,180
12	Attend two on-site rate negotiation sessions	12	2	0	2	2	18	4,750
13	Attend two study sessions with City Council	12	2	0	2	2	18	4,750
14	Present recommendations to City Council	12	2	0	2	2	18	4,750
Total Hours		122	28	20	56	30	256	\$64,790
Hourly Rate		\$285	\$285	\$285	\$190	\$190		
Total Fees and Expenses								\$64,790

41760 IVY ST., SUITE 203, MURRIETA, CALIFORNIA 92562
 951.694.4001 951.704.9776 (cell)
 WWW.MSW-CONSULTANTS.COM



Mr. Ted Gerber
July 19, 2022
Page 2 of 2

Table 2– Hourly Rates

Title	Hourly Rate
Project Director	\$285
Project Manager	\$285
Project Analyst	\$190

We will only bill for the hours we work. If it takes us less time to complete this project, we will bill only for the hours we work. If the City requests that we perform additional work outside the scope of work, we will do so at the same hourly rates. We will obtain the City's written approval prior to performing any additional work outside the scope of work.

We will invoice the City monthly. Our invoices will describe the work performed by each staff member with the hours worked each day extended by the hourly billing rate. Payments will be due in 30 days.

* * *

If you have any questions, please feel free to call me at (951) 704-9776.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'David Davis', is written over a light blue horizontal line.

David Davis, CMA
MSW Consultants

PURCHASE ORDER

CITY of SOUTH PASADENA

Finance Department, 1414 Mission Street
 South Pasadena, CA Tel: (626) 403-7254

INVOICE IN DUPLICATE TO:	
-----------------------------	--

Ships to:

CITY OF SOUTH PASADENA

MSW Consultants

41760 Ivy Street, Suite 203

Murrieta, CA 92562

DATE OF ORDER 8/4/2022	AS PER QUOTATION	TERMS 30 days	F.O.B.	FRT. PREPAID	DELIVER ON OR BEFORE
---------------------------	------------------	------------------	--------	--------------	----------------------

ITEM	QUANTITY	DESCRIPTION	UNIT PR.	UNIT	DISC.	AMOUNT
		Professional Refuse and Waste Consulting Services.				\$71,269

Please ensure the following is included with the purchase order and check off boxes (if amounts exceed \$500):	Total Amount	\$71,769
--	---------------------	-----------------

- Three Bids
- Memorandum for exceptions (if three bids cannot be obtained)
- Staff Report (if amounts exceed \$25,000)
- Contracts

TERMS

1. SUBJECT TO CALIFORNIA SALES OR USE TAX. FEDERAL EXCISE TAX EXEMPT.
2. DELIVERY CHARGES MUST BE PREPAID.
3. SHIPMENTS ARE SUBJECT TO OUR INSPECTION AND APPROVAL AT FINAL DESTINATION BEFORE PAYMENT WILL BE PROCESSED.
4. ALL MERCHANDISE MUST COMPLY WITH APPLICABLE REQUIREMENTS OF CAL-OSHA AND/OR FEDERAL-OSHA REGULATIONS (OCCUPATIONAL SAFETY & HEALTH ACT).

ACCOUNT #
101-6010-6015-8020-000 - \$71,769

APPROVED BY
DocuSigned by: 7DF18B6F2C0A4B0 DIRECTOR OF FINANCE
NOT A PURCHASE ORDER UNLESS SIGNED

APPROVED BY
DocuSigned by: 490FB547326D430 DEPARTMENT HEAD

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City Council Agenda Report

ITEM NO. 8

DATE: November 1, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Angelica Frausto-Lupo, Community Development Director
Leah Demarest, Senior Planner for Housing Programs

SUBJECT: **Consider Approval and Authorization of City Manager to Execute Contracts with Keller Williams DTLA and The Dave Knight Real Estate Team for Broker Services Related to the City's Sale of Caltrans Surplus Properties**

Recommendation

It is recommended that the City Council consider approval of the standard broker services agreement with Keller Williams DTLA and The Dave Knight Real Estate Team and authorize the City Manager to finalize and execute the agreements for each of the Caltrans surplus properties for broker services.

Executive Summary

The City of South Pasadena has been offered certain unoccupied properties by the California Department of Transportation (Caltrans), including six historic properties as well as non-historic properties. The City intends to move forward with the purchase of the Caltrans surplus properties, both historic and non-historic. Accordingly, the City must contract with a brokerage firm for the marketing and sales of each property.

Background

As stated above, the City has been offered and intends to pursue the purchase of Caltrans surplus properties. Under SB 381, the historic properties must be resold at fair market value in as-is condition, with the sales proceeds financing the acquisition or production of three affordable units for every one historic property sold. The City intends to comply with this provision by purchasing and reselling all six historic properties.

Analysis

The City released a Request for Proposals (RFP) for Residential Real Estate Brokerage Services on August 31, 2023. Proposals were due on September 26, 2023; six proposals were received. Staff scored the proposals according to the RFP's selection criteria:

- Responsiveness of proposal as outlined in the solicitation (10% of total score)
- Background and relevant experience and knowledge (30% of total score)

Brokerage Services for Caltrans Surplus Properties

November 1, 2023

Page 2 of 3

- Proposed marketing and sales strategy (30% of total score)
- Competitiveness of proposed fee schedule (30% of total score)

Interviews were conducted with the three highest scoring proposers on October 10, 2023.

Staff selected Beautiful Pasadena Homes, Inc. (DBA The Dave Knight Real Estate Team) to conduct real estate services for the City related to all of the Caltrans surplus properties that have been offered to the City.

Operating under Keller Williams Realty Downtown Los Angeles (Real Estate Broker), The Dave Knight Real Estate Team has 15 members with a combined 65+ years of experience in real estate. The team has experience in residential sales in South Pasadena, and in particular the sale of historic properties in the local real estate market, as well as complicated trust and probate sales.

The City will enter into one contract per property with The Dave Knight Real Estate Team. The contracts include a commission of 5% of the purchase price per property sold, to be split equally between the listing agent and the buyer's agent, and optional reimbursable pre-listing services. Optional reimbursable pre-listing services include minor repairs, yard clean-up, and interior cleaning. While The Dave Knight Real Estate Team is offering this option, staff recognizes that the properties will be sold in as-is condition and does not anticipate that the City will opt for these services.

The services included in the commission are as follows:

- Market analysis & strategies
- Marketing & sales materials
- Property showings and open houses
- Negotiations with buyers' agents
- Coordination of appraisals, inspectors, lenders, title, escrow
- Documentation compliance with local & state laws
- Proactive communication throughout sales process
- Professional photography, daylight
- Professional videography, with listing agent narration
- Comprehensive features and upgrades list
- Professional marketing content creation
- Dave Knight Real Estate website placement
- Syndication to top real estate search platforms
- Social media blast on team pages and team member pages
- Door-knock campaign
- Vendor coordination / project management

Fiscal Impact

The contracts with The Dave Knight Real Estate Team include a commission rate of 5% of the purchase price per property sold, to be split equally between the listing agent and the buyer agent, and optional reimbursable pre-listing services (cleaning and repairs). Funding for this contract will come from the proceeds of the sale of the surplus properties. There is no impact on the City's General Fund.

Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan priority 5, Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

Commission Review and Recommendation

This item was not reviewed by a commission or board.

Attachment:

- Sample Broker Contract with Keller Williams DTLA and David Knight

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ATTACHMENT 1

Sample Broker Contract with Keller Williams DTLA and David Knight

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Buyer Seller Landlord Tenant _____ Date _____

Buyer Seller Landlord Tenant _____ Date _____

Agent _____ **Keller Williams DTLA** DRE Lic. # **01947193**
Real Estate Broker (Firm)

By _____ **David Knight** DRE Lic. # **01829234** Date _____
(Salesperson or Broker-Associate, if any)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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David Knight

Phone: 6266570359
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Fax
www.lwof.com

1131 Columbia

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

- Sellers
- Real estate licensees
- Mobilehome parks
- Insurance companies
- Landlords/Housing Providers
- Real estate brokerage firms
- Homeowners Associations ("HOAs");
- Government housing services
- Sublessors
- Property managers
- Banks and Mortgage lenders
- Appraisers

8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://calcivilrights.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ Date _____

Seller/Housing Provider _____ Date _____

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FHDA REVISED 6/23 (PAGE 2 OF 2)

FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

1131 Columbia



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ Date _____
Seller _____ Date _____
Buyer _____ Date _____
Buyer _____ Date _____

Buyer's Brokerage Firm _____ DRE Lic # _____
By _____ DRE Lic # _____ Date _____

Seller's Brokerage Firm Keller Williams DTLA DRE Lic # 01947193
By _____ DRE Lic # 01829234 Date _____
David Knight

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)

Property Address: 1131 Columbia Street, South Pasadena, CA 91030 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant _____ Date _____
Buyer/Tenant _____ Date _____
Seller/Landlord _____ Date _____
Seller/Landlord _____ Date _____

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WFA REVISED 12/21 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
 (C.A.R. Form RLA, Revised 6/23)

Date Prepared: 10/23/2023

1. **EXCLUSIVE RIGHT TO SELL:** _____ ("Seller")
 hereby employs and grants _____ Keller Williams DTLA ("Broker")
 beginning (date) _____ and ending at 11:59 P.M. on (date) _____ ("Listing Period")
 the exclusive and irrevocable right to sell or exchange the real property described as 1131 Columbia Street
 _____, situated in _____ South Pasadena (City),
Los Angeles (County), California, 91030 (Zip Code), Assessor's Parcel No. 5317-012-900 ("Property").

- This Property is a manufactured (mobile) home. See Manufactured Home Listing Addendum (C.A.R. form MHLA) for additional terms.
 This Property is being sold as part of a probate, conservatorship, guardianship, or receivership. See for Probate Listing Addendum and Advisory (C.A.R. Form PLA) for additional terms.

2. **LISTING PRICE AND TERMS:**

- A. The listing price shall be: _____ Dollars (\$ _____).
 B. Listing Terms: _____

3. **COMPENSATION TO BROKER:**

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).

- A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either 5.000 percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or \$ _____, AND _____, as follows:
- (1) If during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)
- OR (2) If within _____ calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under **paragraph 3A(2)** unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.
- OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.
- B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under **paragraph 3A** shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
- C. In addition, Seller agrees to pay Broker: _____
- D. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.
- (1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in **paragraph 3A**, either 2.500 percent of the purchase price, or \$ _____
- (2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.
- E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to **paragraph 3A**, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.
- F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____
- (2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: _____
- (3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.



4. **A. ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

ADDITIONAL ITEMS EXCLUDED: _____
ADDITIONAL ITEMS INCLUDED: _____

Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. (1) LEASED OR NOT OWNED ITEMS: The following items are leased or not owned by Seller:

- Solar power system Alarm system Propane tank Water Softener
 Other _____

(2) LIENED ITEMS: The following items have been financed and a lien has been placed on the Property to secure payment:

- Solar power system Windows or doors Heating/Ventilation/Air conditioning system
 Other _____

Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

C. SMART HOME FEATURES: The following smart home features/devices are:

(1) INCLUDED IN THE SALE (information regarding apps, logins, and instructions may be required in the sale):

(2) EXCLUDED FROM THE SALE: _____

5. MULTIPLE LISTING SERVICE:

A. WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in **paragraph 7**, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

B. WHAT INFORMATION IS PROVIDED TO THE MLS: All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

C. WHAT IS BROKER'S MLS? Broker is a participant/subscriber to flexMLS Multiple Listing Service (MLS) and possibly others. That MLS is (or if checked is not) the primary MLS for the geographic area of the Property. When required by **paragraph 7** or by the MLS, Property will be listed with the MLS(s) specified above.

6. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS;

A. EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

B. IMPACT OF OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

C. REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

D. NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

Seller's Initials _____ / _____

Broker's/Agent's Initials _____ / _____

7. PUBLIC MARKETING OF PROPERTY:

A. CLEAR COOPERATION POLICY: MLS rules require Do NOT require – see **paragraph 7F**) that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.

B. PUBLIC MARKETING WITHIN CLEAR COOPERATION: (i) **Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.



Property Address: **1131 Columbia Street, South Pasadena, CA 91030**

- C. **"COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM):** Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Seller does (does not) authorize Broker to utilize Coming Soon status, if any. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
- D. **Seller Instructs Broker:** (MLS may require C.A.R. Form SELM or local equivalent form)
(1) Seller instructs Broker to market the Property to the public, and to start marketing on the beginning date of this Agreement or _____ (date).
OR (2) Seller instructs Broker NOT to market the Property to the public. Seller understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
- E. **Whether paragraph 7D(1) or 7D(2) is selected,** Seller understands and agrees that should any public marketing of the Property occur, the Property listing will be submitted to the MLS within 1 business day.
- F. **CLEAR COOPERATION POLICY DOES NOT APPLY: Paragraphs 7A** (other than the language in the parenthetical), **7B, 7D and 7E** do not apply to this listing. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.
8. **MLS DATA ON THE INTERNET:** MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
A. **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
B. **FEATURE OPT-OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Seller understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
(1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
(2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
C. **SELLER ELECTION TO OPT-OUT:** Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.
9. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.
10. **BROKER'S AND SELLER'S DUTIES:**
A. **Broker Responsibility, Authority and Limitations:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in 10E as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.
B. **Presentation of Offers:** There are different strategies for obtaining the best offer for Seller. Seller is advised that certain buyers may prefer not to be in a competitive situation and either may not make an offer if there is an instruction that all offers will be presented at a later specified time or may try to make a "preemptive" offer that will expire in the hopes Seller will accept before the presentation date. Seller is advised to discuss and consider the best strategy for Seller.
(1) **Seller instructs Broker to Present Offers:** Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.
OR (2) **Seller instructs Broker not to Present Offers until a Later Time:** Seller has elected to have Broker hold all offers and present them to Seller on _____ (date) or _____ Days after the property is listed as active on the MLS. Broker and Seller may amend this time by agreeing in writing. Broker will inform Seller that an offer has come in, but will not submit offer to Seller, unless specifically instructed otherwise, in writing. Local MLS rules may impact this practice and whether it will provide any benefit to Seller.
C. **Buyer Supplemental Offer Letters (Buyer Letters): Paragraph 8** of the Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) attached to this Agreement informs Seller of the practice of many buyers and their agents of including a Buyer Letter with an offer to try to influence a seller to accept the buyer's offer. Buyer Letters may include photos and video. Whether overt or unintentional, Buyer Letters may contain information about a buyer's or seller's protected class or characteristics. Deciding whether to accept an offer based upon protected classes or characteristics is unlawful. Broker will not review the content of Buyer Letters.
(1) **Seller instructs Broker not to present Buyer Letters,** whether submitted with an offer or separately at a different time. Seller authorizes Broker to specify in the MLS that Buyer Letters will not be presented to Seller.
OR (2) **Seller instructs Broker to present Buyer Letters.** Broker advises seller that: (i) Buyer Letters may contain information about protected classes or characteristics and such information should not be used in Seller's decision of whether to accept, reject, or counter a Buyer's offer; and (ii) if Seller relies on Buyer Letters, Seller is acting against Broker's advice and should seek the advice of counsel before doing so.
D. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to paragraph 3F, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.



Property Address: **1131 Columbia Street, South Pasadena, CA 91030**

- E. Investigations and Reports:** Seller agrees, within **5** (or _____) Days of the beginning date of this Agreement, to order and, when required by the service provider, pay for a Natural Hazard Disclosure report and the following reports:
 Structural Pest Control, General Property Inspection, Homeowners Association Documents, Preliminary (Title) Report, Roof Inspection, Pool Inspection, Septic/Sewer Inspection, Other _____.
- If Property is located in a Common Interest Development or Homeowners Association, Seller is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.
- F.** Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.
- 11. DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.
- 12. AGENCY RELATIONSHIPS:**
- A. DISCLOSURE:** The Seller acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. SELLER REPRESENTATION:** Broker shall represent Seller in any resulting transaction, except as specified in **paragraph 3F**.
- C. POSSIBLE DUAL AGENCY WITH BUYER:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.
- E. POTENTIALLY COMPETING SELLERS AND BUYERS:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
- F. TERMINATION OF AGENCY RELATIONSHIP:** Seller acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.
- 13. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.
- 14. PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked) Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 15. KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker's discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox.
- A.** Seller does (or if checked does not) authorize Broker to install a key safe/lockbox.



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- B. TENANT-OCCUPIED PROPERTY:** If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s) written permission for use of a keysafe/lockbox (C.A.R. Form KLA).
16. **SIGN:** Seller does (or if checked does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
17. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
18. **ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker arising out of this Agreement, Seller and Broker are each responsible for paying their own attorney's fees and costs.
19. **ADDITIONAL TERMS:** REO Advisory Listing (C.A.R. Form REOL) Short Sale Information and Advisory (C.A.R. Form SSIA)
- Trust Advisory (C.A.R. Form TA)
- Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction

20. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within **5 Days** After its execution.
21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller's successors and assigns.
22. **DISPUTE RESOLUTION:**
- A. MEDIATION:** Seller and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in **paragraph 22B**.
- B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
- C. ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
23. **ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
24. **OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: _____
25. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).



Property Address: **1131 Columbia Street, South Pasadena, CA 91030**

By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.

ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 25** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) **Keller Williams DTLA** DRE Lic# **01947193**

Address **700 S Flower St Ste 2900** City **Los Angeles** State **CA** Zip **90017**

By _____ Tel. **(626)657-0359** E-mail **madeline@daveknightrealestate** DRE Lic# **01829234** Date _____

David Knight

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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RLA REVISED 6/23 (PAGE 6 OF 6)

RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 6 OF 6)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

1131 Columbia



SELLER'S ADVISORY
(C.A.R. Form SA, Revised 6/23)

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
 - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
 - B. **Statutory Duties (For one-to-four Residential Units):**
 - (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to fill out the TDS form, in its entirety, honestly and completely. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task. If your property is in a high or very high fire zone, and you have to complete the TDS, you will also be responsible for disclosing compliance with defensible space laws and, depending on the Property's age, may also have to disclose if the building itself has been hardened to protect it from catching fire.
 - (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
 - (3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by § 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
 - (4) If the TDS, NHD, or lead, fire hardening, defensible space, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
 - C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code § 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
 - D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
3. **CONTRACT TERMS AND LEGAL REQUIREMENTS:**
 - A. **Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
 - B. **Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.

Seller's Initials _____ / _____



- C. **Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
 - D. **Government Required Repairs, Replacements and Alterations:** Under State law, Property owners with limited exceptions, are required to: (1) Install operable smoke alarms and brace water heaters and provide a Buyer with a statement of compliance. Existing operable smoke alarms, that met compliance standards when installed, do not have to be removed even if not up to current legal requirements. Smoke alarms that are added or that replace older versions must comply with current law; and (2) install carbon monoxide detection devices. Some city and county governments may impose additional requirements, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine which requirements apply to your Property, the extent to which your Property complies with such requirements, and the costs, if any, of compliance.
 - E. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE PROGRAM (RRP):** The RRP requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The RRP applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.
 - F. **Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.
4. **MARKETING CONSIDERATIONS:**
- A. **Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems, making cosmetic improvements, and staging. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection; an inspection for wood destroying pest and organisms (Structural Pest Control Report) and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets their own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a Structural Pest Control Report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
 - B. **Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
 - C. **Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.
 - D. **Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.
5. **OTHER ITEMS:** _____

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller _____ Date _____
Print Name _____

Seller _____ Date _____
Print Name _____

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SA REVISED 6/23 (PAGE 2 OF 2)

SELLER'S ADVISORY (SA PAGE 2 OF 2)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cpa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____

Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES) (C.A.R. Form RCSD-S, Revised 6/23)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

[X] The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form.

This is a disclosure to the Purchase Agreement, OR [X] Listing Agreement, [] Other ("Agreement"), dated 10/23/2023, for the property known as 1131 Columbia Street, South Pasadena, CA 91030 ("Property"), between ("Buyer", [] Listing Broker, [] Other) and ("Seller").

Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

- 1. A. [] TRUST: (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust): dated (2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust. B. [X] ENTITY: Seller is a [] Corporation, [] Limited Liability Company, [] Partnership [] Other: which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above [] is [] is not attached. C. [] POWER OF ATTORNEY: Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney [] Specific Power of Attorney for the Property), dated This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used. D. [] ESTATE: (1) Seller is an [] estate, [] conservatorship, or [] guardianship, identified by Superior Court Case name as Case # (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller:

By Date: (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) Title:

By Date: (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) Title:

Acknowledgement of Receipt by Other Party:

Buyer/Broker/Other Date: Buyer/Broker/Other Date:

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ADDITIONAL AGENT ACKNOWLEDGEMENT
(C.A.R. Form AAA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR [X] Residential Listing Agreement, [] Buyer Representation Agreement, [] Other, dated 10/23/2023, on property known as 1131 Columbia Street, South Pasadena, CA 91030 between [] Buyer/Tenant/Broker and [] Seller/Landlord/Broker.

- 1. Check ONE box ONLY. If more than one applies, use separate forms for each.
A. [X] Multiple Associate-Licensees working with Seller/Landlord;
OR B. [] Multiple Associate-Licensees working with Buyer/Tenant;
2. A. The real estate licensees named below are all conducting real estate licensed activity under the same Broker:
Real Estate Broker name: Keller Williams DTLA
If applicable, Team Name: Dave Knight Real Estate Team
B. The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.
C. Agent Dave Knight DRE Lic # 01829234
Agent Esther Clauson DRE Lic # 02031778
Agent Amber Waas DRE Lic # 01263026
Agent Madeline Herlache DRE Lic # 02015309
Agent David Way DRE Lic # 02086872
3. By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Listing Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Selling Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant Date
Buyer/Tenant Date
Seller/Landlord Date
Seller/Landlord Date

Seller's Brokerage Firm Keller Williams DTLA DRE Lic. #01947193
By David Knight DRE Lic. # 01829234 Date
Buyer's Brokerage Firm DRE Lic. #
By DRE Lic. # Date

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AAA REVISED 12/21 (PAGE 1 OF 1)

ADDITIONAL AGENT ACKNOWLEDGEMENT (AAA PAGE 1 OF 1)



**SELLER INSTRUCTION TO EXCLUDE LISTING
FROM THE MULTIPLE LISTING SERVICE
AND DAYS ON MARKET**
(C.A.R. Form SELM, Revised 6/20)

This is an addendum ("Addendum") to the Listing Agreement or Other _____ ("Agreement")
dated 10/23/2023 on property known as 1131 Columbia Street, South Pasadena, CA 91030 ("Property"),
in which _____ is referred to as Seller
and Keller Williams DTLA is referred to as Broker.

1. **MULTIPLE LISTING SERVICE:** Broker is a participant/subscriber to the FlexMLS Multiple Listing Service (MLS). The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate licensees who are participants or subscribers to the MLS or a reciprocal MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's Property is offered for sale.
2. **BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS**
 - A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.
 - B. **IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
 - C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
3. **MANDATORY SUBMISSION TO MLS/CLEAR COOPERATION POLICY:**
 - A. The MLS requires Does NOT require – see paragraph D below) brokers participating in the service to submit all exclusive right to sell and exclusive agency listings for residential real property with one-to-four units or vacant lots to the MLS within 1 business day of any public marketing of the Property.
 - B. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
 - C. Excluding the Property from the MLS means that Seller is authorizing limited exposure of the Property and (i) no public marketing will occur and (ii) the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
 - D. **MLS HAS NOT ADOPTED THE NATIONAL ASSOCIATION OF REALTORS® CLEAR COOPERATION POLICY:** Broker's MLS rules govern the submission of listings differently than those set forth in paragraphs 3A, B, and C. With Seller's written consent, Broker may keep the Property out of the MLS. Seller certifies that Seller understands the implications of not submitting Property to the MLS and instructs Broker as follows. **DO NOT** submit Listing to the MLS (Check one):
 - (1) For a period of _____ calendar days from the commencement of the listing
 - (2) Until _____ (date).
 - (3) During the entire listing period provided for in the Agreement.
4. **SELLER INSTRUCTION TO BROKER TO EXCLUDE PROPERTY FROM THE MLS:** (This paragraph 4 applies, unless 3D is checked.)
 - A. Do NOT market the Property immediately. Begin marketing to the public on _____ (date).
 - OR B. Do NOT market the Property to the public during the entire listing period.
 - C. Whether A or B is selected, Seller understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS for cooperation with other brokers within 1 business day.

Seller acknowledges that Seller has read, understands, accepts and has received a copy of this Addendum.

Seller _____ Date _____
Seller _____ Date _____

Real Estate Broker (Firm) Keller Williams DTLA Lic. # 01947193
By (Broker or Office Manager) Felicia Hernandez Lic. # 01947193 Date _____

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SELM REVISED 6/20 (PAGE 1 OF 1)

SELLER INSTRUCTION TO EXCLUDE LISTING FROM MLS (SELM PAGE 1 OF 1)

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MARKET CONDITIONS ADVISORY
(C.A.R. Form MCA, Revised 12/21)

1. MARKET CONDITIONS: Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

2. BUYER CONSIDERATIONS:

A. OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have "Buyer's remorse" that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

B. NON-CONTINGENT OFFERS: Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) is dissatisfied with the property's condition after an inspection; or (iii) if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

(1) LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

(2) APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

(3) INVESTIGATION CONTINGENCY: If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. This may also include the ability to insure the property, so you should investigate this early in the process. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.



C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of the those contingencies.

3. SELLER CONSIDERATIONS: As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer _____ Date _____
 Buyer _____ Date _____
 Seller _____ Date _____
 Seller _____ Date _____

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MARKET CONDITIONS ADVISORY (MCA PAGE 2 OF 2)

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1131 Columbia



City Council Agenda Report

ITEM NO. 9

DATE: November 1, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Angelica Frausto-Lupo, Community Development Director
Leah Demarest, Senior Planner for Housing Programs

SUBJECT: **Consideration of Introduction and First Reading of an Ordinance of the City Council of the City of South Pasadena, California Amending Article X (“Just Cause for Eviction”) of Title 17 (“Health and Sanitation”) of the South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council introduce for first reading by title only and waive full reading of an ordinance amending Article X (“Just Cause for Eviction”) to Title 17 (“Health and Sanitation”) of the South Pasadena Municipal Code.

Executive Summary

At the City Council Meeting on June 13, 2023, staff presented a draft ordinance amending South Pasadena Municipal Code section 17.106 (“Just Cause provisions”) to address the specific issue of substantial remodel evictions that was brought to City Council in April 2023. The City Council directed staff to further study the matter, and to return to the City Council by Fall 2023. In the months since, staff has conducted additional community outreach to both tenants and landlords, research and analysis, and has worked with the City Council Ad Hoc Committee comprised of Mayor Primuth and Councilmember Donovan to prepare amended Just Cause provisions for the City Council’s consideration.

Background

On January 2021, the City Council adopted Ordinance No. 2351, which added Article X, titled “Just Cause for Eviction,” to Chapter 17 of the South Pasadena Municipal Code. The City Council found this ordinance to be more protective than the state Tenant Protection Act of 2019 (commonly known as “AB 1482”), as it established additional requirements for an owner to terminate a tenancy due to the no-fault just cause of the owner’s intent to substantially remodel.

On April 19, 2023, the City Council received public comments from concerned community members and affected tenants about substantial remodel evictions. Specifically, the tenants indicated they have received notices of termination of tenancy from their landlord

for alleged purposes of “substantially remodeling” their residential units. In response to the comments received, the City Council unanimously voted at the April 19th City Council Meeting to direct staff to review the City’s Just Cause for Eviction ordinance, and return with an analysis of how it may be strengthened to further address concerns about substantial remodel evictions.

At the City Council Meeting on May 17, 2023, staff recommended that the City Council adopt an Urgency Ordinance to establish a 45-day moratorium on no-fault just cause terminations of tenancy to provide time for staff to thoroughly study the issue and develop an ordinance that adequately addresses it. The City Council voted unanimously to:

1. Adopt the Urgency Ordinance establishing the 45-day moratorium on no-fault just cause terminations of tenancy;
2. Direct staff to thoroughly study particular issues related to terminations of tenancy due to substantial remodel and to engage community members and stakeholders representing the interests of tenants and property owners and managers; and
3. Form an Ad Hoc Committee consisting of Mayor Primuth and Councilmember Donovan to participate in developing the ordinance.

At the City Council Meeting on June 13, 2023, staff presented a draft ordinance amending South Pasadena Municipal Code section 17.106 (“Just Cause provisions”) to address the specific issue of substantial remodel evictions that was brought to the attention of City Council in April 2023 by local residents. The City Council directed staff to further study the matter and specifically requested that staff explore the creation of a mediation program, consider the addition of a sunset clause in a revised ordinance, and analyze the economic impact of a revised ordinance.

At the City Council Meeting on June 28, 2023, the City Council extended the moratorium on terminations of tenancy for no-fault just cause, as defined in South Pasadena Municipal Code section 17.106(b)(2), to provide time to City staff to study the issue of terminations of tenancy for substantial remodels. In the months since, staff has conducted additional community outreach, research, and analysis and has worked with the Ad Hoc Committee to prepare amended Just Cause provisions for the City Council’s consideration. The moratorium is set to expire on December 28, 2023.

Based on staff’s research and analysis and input from renters, property owners, and interested community members, the proposed ordinance contains the following amendments to the City’s existing Just Cause for Evictions Ordinance (Section 17.106 of South Pasadena Municipal Code):

1. Removal of “substantially remodel” as a “no-fault just cause,” as defined in South Pasadena Municipal Code section 17.106(b)(2), for terminating a tenancy. (See, New Section 17.111(a)). Retain “intent to demolish the residential real property” as a “no-fault just cause.” (See, New Section 17.108(d))

2. Addition of a “Tenant Protections During Temporary Untenantable Conditions Resulting from Necessary and Substantial Repairs” section. (See, New Section 17.111). This new section will:
 - a. Provide a definition of “Necessary and Substantial Repairs;”
 - b. State that “Necessary and Substantial Repairs” are not a valid basis for a “no-fault just cause” termination of a tenancy;
 - c. Establish requirements for a landlord to mitigate temporary untenable conditions resulting from Necessary and Substantial Repairs, including provision of temporary relocation assistance; and
 - d. Establish a tenant’s option to voluntarily terminate tenancy under specified circumstances pursuant to a tenant buyout agreement.
3. Addition of a “Tenant Buyout Agreements” section. This new section will set forth provisions to ensure the protection of tenants in the negotiation and execution of a proposed buyout agreement.

The provisions of current Section 17.106 have also been reorganized with additional headings and section numbers to break up the text so that the ordinance is easier to read and follow. Last, a new section (Section 17.116) was added to allow the City Manager to adopt administrative procedures, regulations and guidelines for the implementation of the provisions. This is typical in cities where tenant protection ordinances have been adopted.

Analysis

Strengthening Local Substantial Remodel Provisions

In the 2021-2029 Housing Element, the City commits to the expansion of tenant protections, making the following statement:

South Pasadena renters are important members of the community and make up about 53.5% of the city’s population. The City’s efforts to advance housing that is affordable to people of all income levels must include not only longer-term strategies like facilitating housing production, but also policies and programs that help South Pasadena’s existing renters remain in (or return to) their homes and their broader community.

The City has the authority under Civil Code Section 1946.2(g)(1)(B) to adopt a local ordinance regulating just cause evictions, as long as findings are made that the ordinance is consistent with the terms of AB 1482 and that the provisions of the local ordinance are more protective than AB 1482 in (i) limiting the reasons for just cause eviction, (ii) requiring higher relocation assistance amounts, or (iii) imposing additional tenant protections not prohibited by other provisions of law.

Over the last few months, staff has carried out several community engagement efforts to gather input from South Pasadena renters, rental property owners, and interested community members about potential changes to the City’s Just Cause provisions on substantial remodel evictions. Such efforts included the following:

Introduction and First Reading of Just Cause for Eviction Ordinance

November 1, 2023

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- Rental property owner survey (92 responses)
- Renter survey (184 responses)
- Individual staff meetings with renters (23) and property owners (13)
- Rental property owner focus group (8 participants)
- Renter focus group (9 participants)
- Hybrid (in-person and virtual) community meeting (about 45 attendees)

Input from Renters

Most renters who provided input via the above-described community outreach opportunities expressed support for the draft ordinance proposed to the City Council in June. Significantly, over 45% of the 170 renters who responded to the survey question reported that they believe they are at risk of receiving a notice of termination for substantial remodeling, and two responded that they have received a termination notice but have not yet been evicted.

Not adopting heightened substantial remodel eviction protections would have financial impacts on tenants. 70% of survey respondents stated that they would not be able to afford to move into a new unit in South Pasadena if they had to move out of their current unit. In the renter meetings and focus group, many elaborated that they would not be able to afford another unit in South Pasadena even with a significant buyout or permanent relocation assistance. In staff meetings with 23 South Pasadena renters, many spoke of being a part of the South Pasadena community, and their children being in South Pasadena schools. In the survey and in staff meetings, renters expressed a fear of being pushed into housing instability and homelessness.

In the renter focus group, the issue of a power imbalance between the landlord and tenant was raised. About 30% of renters who met individually with staff gave descriptions of their relationship with their landlord and/or property manager that could be characterized as poor. Almost 34% reported that their property owner/property manager does not do a good job of maintaining the property.

Almost 87% of renters who met with staff expressed support for a tenant having an option to voluntarily terminate their tenancy due to a substantial remodel that requires the tenant to vacate the unit. At the same time, most renters in these meetings and in the focus group said they would not choose to voluntarily terminate their tenancy largely because they would have trouble affording other housing options in South Pasadena or affording housing at all.

In their feedback about the ordinance proposed to the City Council in June, most renters who met with staff said that the temporary relocation assistance of two times the daily rental rate was insufficient to cover the costs of accommodations and related relocation expenses, especially for those paying below market rents. Many spoke about the importance of staying in South Pasadena where their children go to school and their community support system is, as well as having the same amenities and amount of space

that they have in their rental units so that the temporary displacement period can be as minimally disruptive as possible.

Input from Rental Property Owners

At the City Council Meeting on June 13, 2023, the City Council requested that staff analyze the economic impact of a revised ordinance. Accordingly, staff incorporated questions about the economic impact of amended substantial remodel protections in the rental property owner survey and the questionnaire used in the individual staff meetings with property owners.

The main take-away from most property owners who provided input is that the replacement of 'substantial remodel' as a 'no-fault just cause for termination with a temporary mitigation and relocation requirement' will have a detrimental financial impact on property owners. Property owners described rising operating expenses and growing mandates from insurance companies to make certain upgrades to their buildings. At the same time, many property owners stated that they are collecting below-market rents. Within this context, property owners explained to staff that the temporary relocation assistance requirement adds to the owner's costs of doing substantial and sometimes necessary work, and prevents them from recouping those costs by raising rents to market rate. According to many property owners, this in turn may deter owners from maintaining their properties and discourage new investment in South Pasadena, resulting in a decline in South Pasadena's housing stock. Some property owners reported that these added costs could put some small landlords out of business, making way for larger corporate landlords.

However, only three out of the 13 property owners who met with staff reported terminating a tenancy for substantial remodel, and they each had only done it once. These respondents, in addition to the remaining ten, all said they typically wait for units to turnover to do any substantial remodeling or repair work. Several property owners described major work that they have done in the past while their tenants remained in their units. Three property owners generally supported removing substantial remodel as grounds for an eviction. Two said, however, that a tenant should not be able to withhold rent in addition to receiving temporary relocation assistance. A couple of property owners said that additional regulations force them to plan out their substantial remodels more than they previously have.

It was noted in the focus group that property owners should not be responsible for temporary relocation when repairs or rehabilitation are due to emergencies that are beyond their control, as it would be extremely financially challenging for the owner to compensate multiple tenants if they all had to vacate for a long time.

Property owners largely agreed that the temporary relocation assistance amount in the ordinance draft presented to the City Council in June is too high (a per diem amount of two times the tenant's daily rental rate).

Mediation Program

At the City Council Meeting on June 13, 2023, the City Council requested that staff explore the creation of a mediation program. Participants were asked about mediation services available through the City in both the property owner and renter focus groups. Property owners generally agreed that a mediation program would help, though concerns were raised about whether fees would be assessed on landlords to pay for such services and about a pro-renter bias in these services. Renters, on the whole, did not think a mediation program would be helpful, and pointed to the availability of existing programs through Los Angeles County Department of Consumer and Business Affairs (DCBA) and Loyola Law School. They suggested instead that legal services, including direct representation, are needed and should be prioritized over mediation.

Staff reached out to staff of the Los Angeles County DCBA and Loyola Center for Conflict Resolution (LCCR) about their respective mediation programs to understand the extent to which they are available to South Pasadena residents. In the Fiscal Year 22/23, the DCBA closed out 1,844 mediation requests; 47% of those requests were identified as landlord/tenant disputes, and 12 of those matters listed a South Pasadena address.

Sunset Clause

To achieve the intent of a sunset clause, staff recommends that the City establish a regular review process to monitor and evaluate the impact of the ordinance and develop recommendations for any adjustments. As a commenter at the community meeting put it, "To the extent it doesn't work...we can come back and fix it...We need something now." Staff recommends a periodic review schedule with an initial review of the proposed ordinance three or six months after it becomes effective.

SB 567

On September 30, 2023, Governor Newsom approved Senate Bill No. 567, which amends, repeals, and adds Sections 1946.2 and 1947.12 of the Civil Code, provisions established pursuant to the Tenant Protection Act of 2019 (AB 1482). This law establishes greater protections for the no-fault just causes of owner move-in and substantial remodel and demolition, and its provisions become effective on April 1, 2024. Since the City's local ordinance must be more protective than state law, the City's Just Cause provisions will require another amendment prior to SB 567's taking effect.

Conclusion

The proposed ordinance protects tenants, who make up about 53.5% of the city's population, against substantial remodel evictions that would likely result in their displacement from South Pasadena. It retains the following existing no-fault just causes for termination of tenancy:

- New Section 17.108(c)(1): The owner complying with any of the following:
 - An order issued by a government agency that red tags the residential real property or a rental unit on such property that necessitates vacating the property or unit or a court order relating to habitability that necessitates vacating the residential real property or a rental unit on such property.

- An order issued by a court to vacate the residential real property.
- A local ordinance that necessitates vacating the residential real property.
- New Section 17.108(d): Intent to demolish the residential real property.

These no-fault just causes address property owners' concerns about investment in South Pasadena's housing stock and about paying temporary relocation in cases of emergencies.

Fiscal Impact

The adoption of an ordinance will have a minimal fiscal impact in terms of staff time to develop informational content on the City's website and to field any questions from members of the public.

Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan priority 5, Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

Commission Review and Recommendation

This item was not reviewed by a commission or board.

Attachments:

1. Proposed Ordinance

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ATTACHMENT 1

Proposed Ordinance

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ORDINANCE NO. 23XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE X (“JUST CAUSE FOR EVICTION”) OF TITLE 17 (“HEALTH AND SANITATION”) OF THE SOUTH PASADENA MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. Findings. In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds that the provisions of this just cause eviction provisions set forth in this Ordinance are more protective than those required under the Tenant Protection Act of 2019, Assembly Bill 1482 (“AB 1482”), in that the protections set forth under this Ordinance are consistent with the just cause eviction provisions under AB 1482 and this Ordinance limits the reasons for termination of a residential tenancy and provides additional tenant protections that are not prohibited by any other provision of law.

Section 2. Code Amendment. Article X (“Just Cause for Eviction”) of Title 17 (“Health and Sanitation”) of the South Pasadena Municipal Code is hereby amended in its entirety to read as follows:

“17.106 Termination of Tenancy and Applicability. Notwithstanding any other law, if a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy, as described in Section 17.109(b) below. For purposes of this Article X, “just cause” includes either “at-fault just cause” or “no-fault just cause” as defined in Section 17.107 and Section 17.108.

If any additional adult tenant has been added to the lease before an existing tenant had continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied: (1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more. (2) At least one tenant of multiple tenants has continuously and lawfully occupied the residential real property for 24 months or more.

17.107 At-Fault Just Cause.

For purposes of this Article, “at-fault just cause” includes any of the following:

(a) Default in the payment of rent.

(b) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to,

violation of a provision of the lease after being issued a written notice to correct the violation.

(c) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(d) Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(e) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(f) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(g) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.

(h) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(i) The employee, agent, or licensee's failure to vacate after being terminated as an employee, agent, or a licensee, as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.

(j) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in California Civil Code section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

17.108 No-Fault Just Cause.

For purposes of this Article, "no-fault just cause" includes any of the following:

(a) Intent to occupy the residential real property by the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents.

(b) Withdrawal of the residential real property from the rental market.

(c) (1) The owner complying with any of the following:

(A) An order issued by a government agency that red tags the residential real property or a rental unit on such property that necessitates vacating the property or unit or a court order relating to habitability that necessitates vacating the residential real property or a rental unit on such property.

(B) An order issued by a court to vacate the residential real property.

(C) A local ordinance that necessitates vacating the residential real property.

(2) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in Section 17.110.

(d) Intent to demolish the residential real property.

17.109 Just Cause Curable Lease Violation.

Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

17.110 No-Fault Just Cause Tenant Relocation Assistance.

(a) (1) For a tenancy for which just cause is required to terminate the tenancy under this Article, if an owner of residential real property issues a termination notice based on a “no-fault just cause” described in Section 17.108, the owner shall, regardless of the tenant’s income, at the owner’s option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3) herein.

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for “no-fault just cause”, the owner shall notify the tenant of the tenant’s right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided herein, the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant’s rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

17.111 Tenant Protections for Necessary and Substantial Repairs.

(a) Necessary and Substantial Repairs ("Necessary and Substantial Repairs") shall not be a valid basis for a "no-fault just cause" termination of tenancy under Section 17.108 of this Article. Necessary and Substantial Repairs include an owner's undertaking in good faith of substantial repairs that are necessary to bring the residential real property and/or rental unit into compliance with housing, health, building or other applicable codes and laws and/or codes and laws affecting the health and safety of tenants of the building; replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit from a governmental agency; and the abatement of hazardous materials, including lead-based paint, mold or asbestos, in accordance with federal, state and local laws. Necessary and Substantial Repairs do not include cosmetic improvements.

(1) If the Necessary and Substantial Repairs result in untenable conditions in the residential real property that require the tenant to temporarily vacate, the owner shall provide the tenant with relocation benefits as set forth in paragraph (5) herein. Untenable conditions include the conditions described in California Civil Code Section 1941.1 and any other condition that renders the residential real property in violation of health, safety, and habitability codes and laws, including exposure of the tenant to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos or any other condition that makes the rental unit incapable of being safely occupied.

(2) The owner shall not commence Necessary and Substantial Repairs unless the owner has obtained all necessary building permits from the City of South Pasadena and has provided written notice to the tenant that includes the tenant's right to temporary relocation benefits pursuant to this section; a description of the repairs to be completed, the expected duration of the repairs, the expected duration of the temporary untenable conditions, and mitigation measures to be taken; and a copy of the permits necessary to undertake the repairs. Notice shall be provided in the primary language of the tenant. If the abatement of hazardous materials does not require any permit, the owner shall provide with the written notice a copy of the signed contract with the contractor hired by the owner to complete the substantial remodel, that reasonably details the work that will be undertaken to abate the hazardous materials. Written notice should be provided to the tenant at least thirty (30) days prior to commencement of the Necessary and Substantial Repairs. If the Necessary and Substantial Repairs are in response to an emergency, then written notice shall be provided to the tenant as soon as practicable and in no event less than 24 hours prior.

(3) The owner shall mitigate untenable conditions resulting from Necessary and Substantial Repairs either through actions to ensure that the tenant can safely remain in their rental unit as set forth in paragraph (4) below or by providing relocation benefits as set forth in paragraph (5) below. These two mitigation measures

should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the Necessary and Substantial Repairs.

(4) In order to mitigate temporary untenable conditions, if the tenant remains in their rental unit and in accordance with paragraph (3), the owner shall:

(A) Provide mitigation measures that will meet the standards set forth in applicable housing, health, building and safety laws, unless temporary relocation benefits are provided;

(B) Provide the tenant with notice of the scheduled construction hours;

(C) Provide for protection of tenant's personal property during construction;

(D) Provide for reasonable alternative parking for a tenant otherwise entitled to parking;

(E) Provide for protection of tenants to exposure at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos;

(F) Take reasonable steps to prevent the disruption of major systems during construction;

(G) Take reasonable steps to limit noise and dust within the unit from construction;

(H) Provide for the safe storage of construction equipment and materials;

(I) Provide for the safe ingress and egress of tenant and tenant's guests;

(J) Conform to permitted construction hours under this code or project permits; and

(K) Post a notification to tenants 30 days prior to commencement of Necessary and Substantial Repair activities in an easily observable location at or near tenant entrances, which notice shall state the expected duration of the construction work and briefly describe the nature of the work and mitigation measures to be taken, and shall remain posted throughout the course of construction. Such notice shall be in the primary language(s) of all tenants of the residential real property. If the Necessary and Substantial Repairs are in response to an emergency, then written notice shall be provided to the tenant as soon as practicable and in no event less than 24 hours prior.

(5) When the Necessary and Substantial Repairs necessitate that the tenant temporarily vacate the rental unit as described in paragraphs (1) and (3), the

owner shall provide the tenant with the following temporary relocation benefits during the temporary displacement period:

(A) Owner shall advance to the tenant at the time that they vacate, based on a reasonable estimate of the displacement duration, and every 15 days thereafter as needed:

(i) A per-diem payment in an amount based on a daily rate equal to two (2) times the daily pro-rata portion of the rental rate of the tenant's rental unit plus an amount based on the most recent Federal General Services Administration per-diem rates for Los Angeles County for meals and incidentals per tenant or occupant who is 12 years of age or older and is listed on the most current lease agreement.

(B) Owner shall have the option, in lieu of providing relocation assistance in accordance with paragraph (A), of providing the tenant with comparable housing owned by the owner within the same building or in another building owned by Owner at any time during the period of displacement, subject to the following:

(i) If the owner provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at the same comparable housing during the period of displacement.

(C) Owner shall pay the actual costs of moving and storage if tenant is required to remove personal property from the rental unit. Owner may provide a storage facility within a five (5) mile radius of tenant's rental unit.

(D) The displacement and relocation of a tenant pursuant to this paragraph (5) shall not terminate the tenancy of the displaced tenant. The displaced tenant shall have the right to reoccupy his/her/their rental unit upon the completion of the Substantial and Necessary Repairs necessitating the tenant to temporarily vacate the rental unit.

(b) Option to voluntarily terminate tenancy.

(1) If the temporary untenable conditions of a rental unit are projected to persist for thirty (30) days or more, the tenant of the rental unit shall have the option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of section 17.112 below, and the return of any security deposit that cannot be retained by the owner under applicable law.

(2) If the temporary untenable conditions of a rental unit continue for 30 days longer than the projected completion date of the work, as set forth in the written notice to tenant required by Section 17.111(a)(2), the tenant's option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of section 17.112 below shall be renewed.

17.112 Tenant Buyout Agreements.

(a) Notice of Buyout Agreement. At the time Owner provides notice to the tenant of the commencement of the Necessary and Substantial Repairs as set forth in

Section 17.111(a)(2), Owner shall provide notice of tenant's option to voluntarily terminate their tenancy pursuant to a tenant buyout agreement. The notice shall be in the form approved by the Housing Division and Owner shall include the exact manner in which owner should be contacted by tenant in order to receive a buyout agreement. Notice shall be provided in the primary language of the tenant.

(b) Owner's Disclosure Prior to Buyout Offer. At the same time a proposed buyout agreement is provided, the owner shall provide each tenant in the rental unit a written disclosure in the primary language of the tenant, on a form approved by the Housing Division, translated at the owner's expense, that shall include all of the following:

(1) A statement that the tenant has a right not to enter into buyout negotiations or a buyout agreement;

(2) A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;

(3) A statement that the tenant may rescind the buyout agreement for up to five (5) days after it is fully executed;

(4) A statement that the tenant may contact the Housing Division for information about other buyout agreements in the tenant's neighborhood and other relevant information;

(5) Any other information required by the Housing Division consistent with the purpose and provisions of this Section; and

(6) A space for each tenant to sign and write the date the owner provided the tenant with the disclosure notice.

(b) Requirement for Buyout Agreements. A buyout agreement that does not satisfy all the requirements of this Section shall be deemed void and of no force or effect. In such case, the owner shall be required to provide the tenant temporary relocation assistance as set forth in Section 17.111.

(1) The buyout agreement shall be in writing in the primary language of the tenant, translated at the owner's expense.

(2) The buyout agreement shall include the following statement in bold letters in at least 12-point in close proximity to the space reserved for the signature of the tenant:

(A) "You, the tenant, may cancel this buyout agreement in writing at any time on or before the fifth (5th) day after all parties have signed this buyout agreement."

(B) "You have a right not to enter into a buyout agreement."

(C) "You may choose to consult with an attorney before signing this buyout agreement. The City of South Pasadena Housing Division may also have information about other buyout agreements in your neighborhood."

(3) The owner shall specify in the buyout agreement the exact manner in which the tenant shall contact the landlord should the tenant decide to cancel or rescind the buyout agreement.

(c) The owner shall provide to the tenant a copy of the fully executed buyout agreement with proof of personal service within one day of owner's receipt of the fully executed buyout agreement.

(d) Rescission of Buyout Agreement. A tenant shall have the right to rescind a buyout agreement for up to five (5) days after the fully executed buyout agreement with a proof of service is provided to the tenant. In order to rescind a Buyout Agreement, the tenant must hand-deliver, email, or send by certified mail, return receipt requested, as specified in the buyout agreement, a statement to the owner indicating that the tenant has rescinded the buyout agreement. Owner shall provide written notice to the Housing Division within ten (10) days if the tenant has rescinded the buyout agreement.

(e) Filing of Buyout Agreement and Disclosure Notice. The owner shall file with the Housing Division a copy of the executed buyout agreement and disclosure notice, along with proof of service to the tenant of the disclosure notice as required in this Section, within ten (10) days after the buyout agreement is executed by all parties.

17.113 Exemptions

(a) This Article X shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the California State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the U.S. Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) The tenants have been provided written notice that the residential property is exempt from this section.

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

17.114 Notices Related to Existence of Provisions; Waiver and Remedies.

(a) An owner of residential real property, with a tenancy existing prior to December 31, 2019, and subject to this section, shall provide written notice to the tenant as follows:

“South Pasadena law provides that after a tenant has continuously and lawfully occupied a property for 12 months or more, or at least one tenant of multiple tenants has continuously and lawfully occupied the property for 24 months or more, the landlord must provide a statement of cause in any notice to terminate a tenancy.”

The provision of the notice shall be subject to Section 1632 of the California Civil Code.

(b) Any waiver of the rights under this section shall be void as contrary to public policy.

(c) An owner's failure to strictly comply with this Article X shall render a notice of termination of a tenancy void and shall be an affirmative defense to an unlawful detainer action.

17.115 Definitions.

For the purposes of this section, the following definitions shall apply:

(a) “Owner” and “residential real property” have the same meaning as those terms are defined in Section 1954.51 of the California Civil Code.

(b) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

17.116 Administrative Regulations

To implement and enforce this Article X, the City Manager may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Article X. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this Chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the City’s website or made available by the City when so adopted.

Section 3. CEQA. The City Council hereby finds and determines that this ordinance is not subject to the requirements of the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guideline section 15183 (“Action Consistent with General Plan and Zoning”); section 15378 (“No Project”), and section 15061(b)(3) (“No Significant Environmental Impact”).

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, or otherwise not in force or effect, such decision shall not affect the validity, force, or effect, of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or otherwise not in force or effect.

Section 5. Effective Date. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, and ADOPTED ON this 15th day of November, 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk
(seal)

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15th day of November 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Deputy City Clerk

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City Council Agenda Report

ITEM NO. 10

DATE: November 1, 2023

FROM: Arminé Chaparyan, City Manager

PREPARED BY: Luis Frausto, Management Services Director
Lucila Urzua, Deputy City Clerk

SUBJECT: **Consideration of Approval of City Council Meeting Minutes for September 7, 2022**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular meeting of September 7, 2023.

Executive Summary

Attached for the City Council's consideration and approval are meeting minutes for various dates as listed on the agenda and hereby included as attachments to this staff report.

Background

The City Clerk's Division is responsible for producing meeting minutes for the City Council meetings. Meeting minutes are used as the official record of the actions taken by the City at the direction of the City Council.

Key Performance Indicators and Strategic Plan

This item aligns with the Management Services Department's Key Performance Indicator to provide quick access to information and accountability, ensuring public transparency.

Fiscal Impact

There is no fiscal impact anticipated as Division staff is facilitating the work related to this project.

Attachment: September 7, 2022 - Regular City Council Meeting Minutes

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ATTACHMENT

September 7, 2022 Regular City Council Meeting Minutes

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

MINUTES

WEDNESDAY, SEPTEMBER 7, 2022, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, September 7, 2022, at 7:24 P.M. in the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT

Mayor	Michael Cacciotti
Mayor Pro Tem	Jon Primuth
Councilmember	Jack Donovan
Councilmember	Evelyn G. Zneimer

ABSENT

Councilmember	Diana Mahmud
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Interim City Clerk/Records Specialist Yolanda Chavez announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Tiara Solorzano, Administrative Secretary; Yolanda Chavez, Interim City Clerk/Records Specialist were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Evelyn G. Zneimer.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

A. CONFERENCE WITH LABOR NEGOTIATORS:

(Government Code Section 54957.6) Conference with Labor Negotiators regarding labor negotiations with the following groups:

- South Pasadena Police Officers' Association
- South Pasadena Firefighters' Association
- South Pasadena Public Service Employees' Association
- South Pasadena Public Service Part Time Employees' Association
- Unrepresented Management Employees

City Negotiators: City Manager Arminé Chaparyan; Human Resources and Risk Manager Belinda Varela

B. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

1. Property Address: 660 Stoney Drive
Agency Negotiator: Arminé Chaparyan, City Manager
Negotiating Party: Arthur Becerra, South Pasadena Batting Cages
Under Negotiation: Price and Terms of Lease Agreement

C. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

1. City of South Pasadena v. California Department of Transportation (LASC Case No. 21STCP01779)
2. City of South Pasadena v. Janet Ferguson, et al. (LASC Case No. 22STCV18726)

D. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION

(Government Code Section 54956.9(d)(2)) – No. of Cases: 1 case

City Attorney Jared reported that all four members of the City Council were present with the exception of Councilmember Mahmud with all items listed on the closed session portion of the agenda were discussed with no reportable action, apart from Item B. Item B was not discussed, but will be revisited at the September 21, 2022, City Council Meeting.

City Attorney Andrew Jared recessed from closed session at 7:05 p.m.

PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL – GENERAL (NON-AGENDA ITEMS)

In-Person Public Comments:

Omari Ferguson commented on motor replacement and surge power quality.

Betty commented on relocation of the peacocks.

Ed Simpson commented on relocation of the peacocks.

Kay Mouradian commented on pedestrian safety between Alhambra Road and Marengo Avenue.

Schlomo Nitzani commented on the South Pasadena Human Society survey time.

Anastasia Lewis commented on the removal of the Peafowl.

Alan Ehrlich commented on City Attorney 's bill.

Mayor Cacciotti called for a short recess at 8:01 P.M. and reconvened the City Council meeting at 8:08 P.M.

Benjamin Bascom commented on the removal of the Peafowl.

Zoom Public Comment:

Yvonne LaRose commented on crime reports and the Police Department Services.

Mayor Cacciotti called on staff to address questions raised by the public during public comment. Staff addressed questions.

RECOGNITION / INTRODUCTION

3. STAFF INTRODUCTION

Introduction of Summer Interns:

Human Resources Department: John Hah, Jr.

Community Development Department: Emilio Lois

Public Works Department: Grace Dennis, Yosef Schnitzer, and Will Shin

Interim Management Services Director, Belinda Varela introduced John Hah, Jr., Emilio Lois, Yosef Schnitzer, Will Shin and Grace Dennis.

Fire Department:

Jacob Tobias, Paramedic
Delta, Accelerant Detection Canine

Fire Chief Paul Riddle introduced Fire staff.

CHANGES TO THE AGENDA

4. DEPARTMENT HIGHLIGHT VIDEO

Director Cathy Billings from our South Pasadena Library presented a PowerPoint.

5. PRESENTATION AND LAUNCH OF CITY'S MOBILE APPLICATION

Management Analyst Mary Jerejian from the City Manager's Office presented the South Pasadena Mobile Launch application.

COMMUNICATIONS

6. COUNCILMEMBER COMMUNICATIONS

Councilmember Zneimer met with Congresswoman Grace Napolitano, she oversees 8.3 billion investments in drought and water resiliency. On August 30, 2022, Councilmember Zneimer attended a webinar presented by the San Gabriel Valley NWD called Protecting the Trees. It was presented by the Green Garden Group G3. In this webinar she learned that 50% of the water is spent on landscaping. On August 31, 2022, she met with Joe Gonzalez the rapture representative of the Peafowl removal and she wanted to assure everyone that the peafowl were humanly treated.

Mayor Pro Tem Primuth participated on a couple local outreaches via zoom with staff and the City Manager's office with two of the State representatives. To create a dialogue with HDE regarding the Housing Element. Mayor Pro Tem Primuth had neighborhood meetings with the residents concerned about the CalTrans Home for both the tenant occupied and unoccupied.

Mayor Cacciotti introduced the Mobile Crisis Unit via PowerPoint; they had a call from an in-house Mental Health issue in the Monterrey Hills area. It will be implemented in the community sometime in October. He shared a picture of a dead Oak Tree that started to grow on a resident's yard that intervened with the electrical lines with SoCal Edison and thanked the Director of Public Works for handling the situation. He wanted to thank Public Work and Community Services for taking down the Orange Plastic protective fence they

had up for the children’s playground park repair replacement. Lastly, he encouraged everyone to stop by the Human Society and adopt a pet.

Councilmember Donovan stated that a member of CalTrans Properties Ad Hoc Committee wanted to update the residents about the current CalTrans surplus properties. On July 20, 2022 Council Meeting, the Council authorized the City Manager to enter into an agreement with a vendor to inspect residential properties to provide a scope of the repairs and the estimated cost repairs for all CalTrans unoccupied surplus properties. Staff and the vendor were unable to finalize an agreement and consulted with the information committee and decided it was best to move into a different direction. On August 23, 2022, CalTrans approved the extension of 7 to 8 weeks for a new vendor. Therefore, staff has proceeded to solicitate Bids from inspection companies.

7. CITY MANAGER COMMUNICATIONS

City Manager Arminé Chaparyan recognized Management Analyst Mary Jerejian for earning a full scholarship from International City Manager’s Association to attend the 2022 Annual Conference.

8. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA

None.

CONSENT CALENDAR

A motion was made by Councilmember Zneimer, seconded by Councilmember Mayor Pro Tem Primuth and approved by roll call vote to approve Consent Calendar Items No. 10 and 12 through 17, as presented. Mayor Cacciotti and Councilmember Zneimer requested to pull Item No. 9 and No. 11 for separate discussion. The motion carried 4-0-1, by the following vote:

- AYES:** Donovan, Zneimer, Primuth and Mayor Cacciotti
- NOES:** None.
- ABSENT:** Mahmud
- ABSTAINED:** None.

9. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$99,340.37; GENERAL CITY WARRANTS IN THE AMOUNT OF \$2,579,728.08; ONLINE PAYMENTS IN THE AMOUNT OF \$52,523.65; TRANSFERS IN THE AMOUNT OF \$264,800.08; PAYROLL IN THE AMOUNT OF \$788,370.88

Recommendation

It is recommended that the City Council approve the Warrants as presented.

In-Person Public Comments:

Alan Ehrlich commented regarding the City Attorney’s bill.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Primuth and approved by roll call vote to approve Item No. 9, as presented by staff. The motion carried 4-0-1, by the following vote:

- AYES:** Donovan, Zneimer, Primuth and Mayor Cacciotti
- NOES:** None.
- ABSENT:** Mahmud
- ABSTAINED:** None.

10. PRESENTATION OF CITY COUNCIL MEETING MINUTES

Recommendation

It is recommended that the City Council approve the minutes as listed on the agenda and as presented

A motion was made to approve recommendation on the Consent Calendar

11. AUTHORIZE APPOINTMENT OF COMMISSIONERS TO CITY BOARDS AND COMMISSIONS

Recommendation

It is recommended by Mayor Cacciotti that the City Council appoints the following three-year terms ending December 31, 2024:

- Lela Bissner, Community Services Commission
- Gabriel Garcia Vogel, Community Services Commission
- Bryan Samuels, Community Services Commission
- Diego Zavala, Mobility and Transportation Infrastructure Commission
- Richard Tom, Natural Resources and Environmental Commission
- Ryan Jones, Public Works Commission

COUNCIL ACTION AND MOTION

A motion was made by Mayor Pro Tem Primuth, seconded by Councilmember Donovan and approved by roll call vote to approve Item No. 11, as presented by staff. The motion carried 4-0-1, by the following vote:

- AYES:** Donovan, Zneimer, Primuth and Mayor Cacciotti
- NOES:** None.
- ABSENT:** Mahmud
- ABSTAINED:** None.

12. APPROVAL OF 2023 CITY COUNCIL MEETING SCHEDULE

Recommendation

It is recommended that the City Council approve a City Council meeting schedule for the 2023 calendar year.

A motion was made to approve recommendation on the Consent Calendar.

13. ADOPTION OF A RESOLUTION AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE OF THE CITY, FOR THE PERIOD OF SEPTEMBER 16, 2022 THROUGH OCTOBER 15, 2022.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF SOUTH PASADENA FOR THE PERIOD OF SEPTEMBER 16, 2022 THROUGH OCTOBER 15, 2022, PURSUANT TO BROWN ACT PROVISIONS

Recommendation

It is recommended that the City Council approve the attached resolution authorizing remote teleconference meetings of the legislative bodies of the City, for the period of September 16, 2022 through October 15, 2022.

A motion was made to approve recommendation on the Consent Calendar.

14. TRANSPORTATION PROGRAM MANAGER CLASSIFICATION AND SALARY SCHEDULE CREATION

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A NEW JOB CLASSIFICATION AND SALARY RANGE FOR THE TRANSPORTATION PROGRAM MANAGER

Recommendation

It is recommended that the City Council approve the job description and salary schedule for the Transportation Program Manager position and appropriate \$3,960 to 233-6010-6011-7000-000 from Measure R Reserves and \$3,960 to 236-6010-6011-7000-000 from Measure M Reserves.

A motion was made to approve recommendation on the Consent Calendar.

15. AUTHORIZE THE CITY MANAGER TO APPROVE AND EXTENSION OF THE AGREEMENT AND EXECUTEM AN AMENDMENT WITH ALL CITY MANAGEMENT SERVICES, INC., FOR THE ADDITION OF AN ELEVENTH CROSSING GUARD FOR A ONE-YEAR PILOT PROGRAM AS PREVIOUSLY APPROVED BY THE CITY COUNCIL, FOR AN AMOUNT NOT-TO-EXCEED \$19,570.95, AND A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$212,082.33

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to approve and execute the extension of the agreement and execute an amendment with All City Management Services, Inc., for the addition of an eleventh crossing guard for a one-year pilot program as previously approved by the City Council, for an amount not-to-exceed \$19,570.95 and a total contract amount not-to-exceed \$212,082.33 to cover expenses for the 2022-2023 school year; and
2. Approve the transfer of \$19,570.95 from General Fund reserves to the Account No. 101-4010-4011-8180 (Police Department-Contract Services) to fund the addition of an eleventh crossing guard for a one-year pilot program.

A motion was made to approve recommendation on the Consent Calendar.

16. AUTHORIZE THE CITY MANAGER TO EXECUTE A SECOND CONTRACT AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH TRANSTECH ENGINEERS, INC., TO EXTEND THE CONTRACT TERMS FOR BUILDING AND SAFETY SERVICES THROUGH JUNE 30, 2024

Recommendation

It is recommended that the City Council authorize the City Manager to execute a second contract Amendment to the Professional Services Agreement (PSA) with Transtech Engineers, Inc., for building and safety services to extend the contract term through June 30, 2024.

A motion was made to approve recommendation on the Consent Calendar.

17. REVIEW AND APPROVE BEQUEST TO THE SOUTH PASADENA LIBRARY FOR CAPITAL IMPROVEMENTS TO THE CHILDREN’S WING

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ACCEPTING THE BEQUEST TO THE SOUTH PASADENA LIBRARY FROM BERT EDWARD CARLYLE AND CONCURRING WITH THE ACTION OF THE LIBRARY BOARD OF TRUSTEES

Recommendation

It is recommended that the City Council adopt a resolution to:

1. Concur with the action taken by the Library Board of Trustees to accept a conditional bequest to the South Pasadena Library for specified capital improvement to the Children’s Wing;
2. Accept bequest, as conditioned, for use of monies for specified capital improvement to the South Pasadena library; and
3. Establish Fund 209- Carlyle Library Bequest Fund with the monies deposited into the new revenue line-item 209-0000-0000-5501-020 for use of the monies consistent with the bequest.

A motion was made to approve recommendation on the Consent Calendar.

ACTION / DISCUSSION

18. DIRECTION REGARDING THE VIABILITY OF CONSTRUCTING A FLOAT BARN ON CITY-OWNED PROPERTY BY THE SOUTH PASADENA TOURNANMENT OF ROSES

Recommendation

It is recommended that the City Council:

1. Review final draft of Finance Policies and Procedures; and
2. Authorize staff to prepare ordinance to address new purchasing limits.

Community Service Director Sheila Pautsch gave a presentation on item providing background details and information on the float. Director Pautsch was seeking direction on the viability of construction on float barn on City-Owned property by the South Pasadena Tournament of Roses because it does not have a permanent location or a building to build their float. Director Pautsch requested guidance on conducting a primary Title Report search and Survey.

Public Comment:

Alan Blachet commented on finding a permanent location, safe environment for volunteers and tools for constructing float.

Sam Hernandez thanked the Mayor, Councilmembers and City Manager for having the Float Barn discussion.

Mark Gallatin requested a Title Report because they have Metro running along the location.

Councilmember Zneimer followed up with Sheila’s recommendation and requested an Access Point Name (APN) number for the facility that stores the float equipment and tools.

Community Services Director Sheila Pautsch stated the War Memorial site would be the most suitable site in comparison to all the other locations because it has a wide driveway, it is close to the Parade site, and there are no hills or curves.

Mayor Pro Tem Primuth commented that he saw a high quality of volunteers across the City and that level of commitment needs to be honored with resources and support.

Councilmember Zneimer recommended the City pay for the Title and the survey.

Mayor Cacciotti concurs with both Councilmember Zneimer and Mayor Pro Tem Primuth and recognizes that the volunteers put thousands of hours in these floats.

City Manager Chaparyan followed up and stated the purpose was for staff to have the opportunity to present information to Council and have a transparent discussion on gloat and site and will bring back item to Council if needed. City Manager supports Councilmember Zneimer' s recommendation on having the City pay for the Title and Survey.

19. REVIEW OF FINANCE POLICIES AND PROCEDURES

Recommendation

It is recommended that City Council:

1. Review final draft of Finance Policies and Procedures; and
2. Authorize staff to prepare ordinance to address new purchasing limits.

Interim Finance Director Ken Louie presented the Finance Policy and Procedures project. Interim Director Louie stated the Finance Department would present the final recommendation to the Finance Commission and a full presentation for Council.

Councilmember Zneimer expressed her concern on the current threshold for City Manager and stated she would be comfortable with a \$25,000 threshold rather than a \$30,000 threshold.

Mayor Pro Tem Primuth thanked the staff and consultants for their hard work. He recommended the Council adopt the policy procedure, but not the purchasing recommendations as those would have to come back as an Ordinance change.

Public Comment:

Alan Ehrlich commented on the increase of threshold.

Mayor Cacciotti supports the raise of the threshold because of the trust Council has in the City Manager.

City Attorney recommended the policy can be adopted as is through minute order that would then provide direction on Article 9 Purchasing, Section 2.99-29 and for the Public

Work's item Article 14 would have to come back as an Ordinance change to incorporate the City Code for the policy direction that was provided. Council requested to adopt the attached non-redlined (clean version) to as a Policy; therefore, City Attorney recommended we would then prepare an Ordinance that will codify what needs to be codified in the Municipal Code.

COUNCIL ACTION AND MOTION

Mayor Cacciotti confirmed staff recommended to adopt the clean version on Page 19-123, 1967-123 and authorized staff to prepare the Ordinance.

A motion was made by Mayor Pro Tem Primuth, seconded by Mayor Cacciotti and approved by roll call vote to adopt the Final draft on Finance Policy and Procedures with attachment AD-7, as presented by staff. The motion carried 4-0-1, by the following vote:

- AYES:** Donovan, Zneimer, Mayor Pro Tem Primuth and Mayor Cacciotti
- NOES:** None.
- ABSENT:** Mahmud.
- ABSTAINED:** None.

A motion was made by Mayor Pro Tem Primuth, seconded by Councilmember Donovan, and approved by roll call vote to have policy come back as an Ordinance as presented by staff. The motion carried 3-1-1, by the following vote:

- AYES:** Donovan, Primuth and Mayor Cacciotti
- NOES:** Zneimer
- ABSENT:** Mahmud
- ABSTAINED:** None.

INFORMATION REPORTS

20. CLIMATE ACTION PLAN UPDATE

Recommendation

It is recommended that the City Council receive and file an update on the progress of the Climate Action Plan

Environmental Services and Sustainability Manager Arpy Kasparian gave an update on the Climate Update Plan.

Councilmember Zneimer requested staff look into nuclear power/energy resources.

City Manager Arminé Chaparyan stated she was working on a meeting with meeting with School District Ad Hoc Committee and Southern California Edison.

PUBLIC COMMENT – CONTINUED

CONTINUED PUBLIC COMMENT – GENERAL

None.

COMMUNICATIONS

COUNCILMEMBER COMMUNICATIONS

Mayor Cacciotti announced the future Council Meetings on September 21, 2022, October 5, 2022, and October 19, 2022. Concluded the meeting by thanking everyone.

ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council at 11:43 P.M., to the next Regular City Council meeting scheduled on Wednesday, September 21, 2022.

Respectfully submitted:

Lucila Urzua
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Lucila Urzua
Deputy City Clerk

Approved at City Council Meeting:



City Council Agenda Report

ITEM NO. 11

DATE: November 1, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: H. Ted Gerber, Director of Public Works

SUBJECT: **Consideration of an Award of a Construction Contract with Hardy & Harper, Inc. in an Amount Not to Exceed \$1,270,500 for the Street Improvements Project**

Recommendation

It is recommended that the City Council consider:

1. approving the plans and specifications for the Streets Improvements Project; and
2. award a construction contract to Hardy & Harper, Inc. for construction services for street improvements in an amount not to exceed \$1,270,500, including the proposed bid amount of \$1,155,000 and a 10% contingency of \$115,500; and
3. authorize the City Manager to execute the contract.

Executive Summary

The City's Fiscal Year (FY) 2023-2024 Capital Improvement Program (CIP) includes repair and replacement of multiple City streets. This item proposes the approval of a construction contract to initiate the repair of the first set of streets in FY 2023-2024.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the City's street pavement and associated concrete curb and gutter infrastructure. The award of a contract to a construction vendor for street improvement projects is approved by the City Council as a Public Works Contract pursuant to the South Pasadena Municipal Code.

Analysis

The City of South Pasadena Public Works Department solicited bids from street improvement contractors through a Notice Inviting Bids posted on the PlanetBids website on September 22, 2023. In addition, the solicitation was advertised on the Dodge Construction Network, Bid America, and Kern County Builders Exchange. The Notice Inviting Bids was also published in the South Pasadena Review on September 29, 2023. The Notice Inviting Bids included the project plans, specifications, engineer's estimate, and other contract documents. Forty-one (41) firms were notified of the proposal opportunity through PlanetBids, in addition to the notification that occurred

from the other project bid sites. Eleven (11) prospective bidders expressed interest in participating, and eight (8) prospective bidders submitted proposals during the bid period.

The work consists of furnishing all materials, equipment, tools, labor, and incidentals required to complete the improvements shown on the specifications and contract documents, consisting of pavement rehabilitation and replacement of water services, meters, and other appurtenances on the following streets:

- Alta Vista Avenue (Oak Crest Avenue to Indiana Avenue)
- Monterey Road (250' west of Oak Hill Road to Pasadena Avenue)
- Forest Avenue (Mission Street to end of roadway)
- Sterling Place (Grand Avenue to cul-de-sac)

The project also includes repair of damaged portland cement concrete (PCC) sidewalks and driveways at various locations within the project limits. More specifically this project includes sawcut, removal and disposal of localized failed existing asphalt roadway sections, cold milling of existing pavement, subgrade preparation and compaction, asphalt concrete (AC) leveling course and overlay, full depth AC pavement, removal and reconstruction of damaged PCC curb and gutter, sidewalk, and driveway approaches; reconstruction of localized failed asphalt concrete pavement areas, utility adjustments, installation of new water meters, services, valves, and appurtenances, traffic loop replacement, traffic signing, thermoplastic striping and pavement markings; traffic control and all related work for the proper construction of the improvements.

Proposals were received through October 16, 2023 from the following eight (8) firms:

Bidder	Bid Amount
Hardy & Harper, Inc.	\$1,155,000.00
Toro Enterprises, Inc.	\$1,184,578.15
Gentry Brothers, Inc.	\$1,190,189.70
Sequel Contractors, Inc.	\$1,286,421.95
Sully-Miller Contracting Company	\$1,293,756.25
All American Asphalt	\$1,310,086.00
LCR Earthwork & Engineering, Corp.	\$1,419,143.15
Onyx Paving Company, Inc.	\$1,441,000.00

South Pasadena Municipal Code section 2.99-39 defines the purchasing procedure to award a Public Works Contract to the lowest responsible bidder. Hardy & Harper, Inc is located in the City of Lake Forest, and its proposed bid of \$1,155,000.00 is the lowest responsive bid of the eight bids proposals. The company has recent street improvement contracts with the Cities of San Gabriel, Moreno Valley, Buena Park,

Downey, Fullerton, and multiple others and is appropriately licensed and qualified to perform the work

The City's consultant engineer reviewed the design plans and specifications for the Streets Improvement Project, and in their opinion the project plans and specifications are reasonable and meet professional engineering standards. Therefore, it is recommended that the City Council approve the project plans and specifications which are on file in the Department of Public Works.

Fiscal Impact

Adequate funding for this project has been adopted in the FY 2023-2024 Budget under the Street Repairs CIP Project, with \$3,886,103 appropriated to CIP Account No. 400-9000-9203-9203-000. This account includes a \$2,298,445 transfer from the Fund 104 Street Improvement Program Account – which will be utilized to fund this \$1,270,500 contract.

Environmental Analysis

This item is exempt from the 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."

Key Performance Indicators and Strategic Plan

This item is related to the Key Performance Indicator (KPI) tracking replacement of City street asphalt, sidewalks, curbs, and gutters.

Attachment

Construction Contract Agreement with Attachments

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ATTACHMENT
Construction Contract Agreement with Attachments

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CONTRACT AGREEMENT

STREET IMPROVEMENTS PROJECT SPECIFICATION NO. 2019-05 (001905) IN THE CITY OF SOUTH PASADENA, CALIFORNIA

THIS AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this _____ day of _____, 20__ (*Council Action Date*), BY AND BETWEEN the City of South Pasadena, a municipal corporation, hereafter designated as “AGENCY”, and

_____ a _____
[CONTRACTOR’S BUSINESS NAME] [corporation, partnership, limited liability company, or other business form]

in the State of _____, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

- 1) **Project Name:** Street Improvements Project, SPECIFICATION NO. 2019-05 (001905)
- 2) **Project Scope of Work:** CONTRACTOR shall provide and install:

All materials, equipment, tools, labor, and incidentals required to complete the improvements shown on the Specifications and Contract Documents. The work performed under this contract is summarized in the Notice Inviting Sealed Bids and includes, but is not limited to each bid item listed in the Contractor’s Bid Proposal, as covered in the Standard Specifications, and as described in the corresponding items on the following pages. The work in general, to be performed pursuant to these specifications, consists of pavement rehabilitation and replacement of water services, meters, and other appurtenances, on Alta Vista Avenue (Oak Crest Avenue to Indiana Avenue), Monterey Road (250’ west of Oak Hill Road to Pasadena Avenue), Forest Avenue (Mission Street to end of roadway), and Sterling Place (Grand Avenue to cul-de-sac). The project also includes repair of damaged PCC sidewalks and driveways at various locations within the project limits. More specifically this project includes sawcut, removal and disposal of localized failed existing asphalt roadway sections, cold milling of existing pavement, subgrade preparation and compaction, asphalt concrete (AC) leveling course and overlay, full depth AC pavement, removal and reconstruction of damaged PCC curb and gutter, sidewalk, and driveway approaches; reconstruction of localized failed asphalt concrete pavement areas, utility adjustments, installation of new water meters, services, valves, and appurtenances, traffic loop replacement, traffic signing, thermoplastic striping and pavement markings; traffic control and all appurtenant work thereto necessary for the proper construction of the contemplated improvements, in accordance to Plans and Specification entitled as Street Improvements Project 2019-05 (001905).

The limits of work include:

Alta Vista Avenue (Oak Crest Avenue to Indiana Avenue)
Monterey Road (250’ west of Oak Hill Road to Pasadena Avenue)
Forest Avenue (Mission Street to end of roadway)
Sterling Place (Grand Avenue to cul-de-sac)

3) **Contract Documents:** The complete contract and agreement (“AGREEMENT”) consists of this Contract Agreement, including all attachments hereto, and:

- Approved Plans and Specifications for City Project No. 2019-05 (001905)
- Notice Inviting Sealed Bids
- Instructions to Bidders
- Information for Bidders
- Contractor’s Bid Proposal
- Bid Schedule
- Standard Specifications
- Special Provisions
- All reference specifications, plans, details, standard drawings, and appendices
- Bonds, insurance certificates, permits, notices, and affidavits
- Appendices
- And all mutually agreed-upon modifications and amendments thereto.

4) **Compensation:** CITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the Work, the stipulated sum of _____ Dollars, (\$ _____).

5) **Time of Completion:** _____ Working Days [see B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE of Section B Instruction to Bidders].

6) **Liquidated Damages:** \$1,000 for each calendar day delay beyond the Time of Completion [see 6-9 LIQUIDATED DAMAGES of Section F – Special Provisions].

7) **Notices:** Any notices, bills, invoices, or reports required by this Agreement shall be addressed to:

To CITY:

City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030

To CONTRACTOR:

Contractor’s Name _____
Address _____
City, State Zip Code _____

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20__ (*Council Action Date*)

CONTRACTOR:

[CONTRACTOR'S BUSINESS NAME]

CONTRACTOR's Sign Name, Title

CONTRACTOR's License No. _____

AGENCY:

Arminé Chaparyan, City Manager
City of South Pasadena

Date

ATTESTED:

Mark Perez, Deputy City Clerk
City of South Pasadena

Date

APPROVED AS
TO FORM:

Roxanne Diaz, City Attorney
City of South Pasadena

Date

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____, 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 _____ (SEAL)

ATTACHMENT A

ADDITIONAL TERMS AND CONDITIONS OF THE AGREEMENT

ARTICLE I: Contract Documents

The complete contract and agreement (“AGREEMENT”) consists of the Contract Documents described on the Contract Agreement, and all terms and conditions of this Attachment are incorporated therein. In the event of conflict between these documents, precedence shall be determined under section 2-5.2 of the Standard Specifications.

All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY 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. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum shown on the Contract Agreement, unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements,

unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Such unforeseen difficulties or obstructions includes any act of God, the elements, strike, walkout, or any other cause beyond CONTRACTOR's reasonable control that occurs before AGENCY accepts the work as complete.

B. 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.

C. 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.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State, and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00, or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. 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.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, 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 this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00, or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

F. 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.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in

the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, 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. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all

rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E “Standard Specifications” of the Contract Documents.

B. This AGREEMENT is further subject to Workers’ Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker’s Compensation Insurance for all of CONTRACTOR’s employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR’s subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker’s Compensation Insurance as required by Labor Code § 1861; to wit: ‘I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ 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.’ If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker’s Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to AGENCY as additional insured. Further, the requirements for coverage and limits shall be the greater of (1) the maximum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. Insurance provided by CONTRACTOR under this Contract shall not replace or substitute for CONTRACTOR’s indemnification obligations in Article VII.

CONTRACTOR’s insurance, including all endorsements, shall be primary to any coverage available to AGENCY. Any insurance or self-insurance maintained by AGENCY and/or its officers, employees, agents, or volunteers, shall be excess of CONTRACTOR’s insurance and shall not contribute with it.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective

subsidiaries, affiliates, members, directors, officers, subcontractors (including governmental agencies), suppliers, 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 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. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by work performed under this AGREEMENT.

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.

AGENCY may request a deposit for defense costs from CONTRACTOR with respect to a claim. If AGENCY requests a defense deposit, CONTRACTOR shall provide it within 15 days of the request.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party’s duties delegable without the prior written consent of the other party. Any attempted or purported

assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. All disputes arising out of this AGREEMENT are subject to a mandatory step-by-step claims submission and evaluation process as a precondition to legal action in accordance with Public Contracts Code § 9204.

B. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

C. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

D. 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.

ARTICLE X: Independent CONTRACTOR

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes, and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the addresses listed on the Contract Agreement.

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents, or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition, or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term,

covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers, or remedies.

F. 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 AGENCY 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 AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

(End of Attachment A)

(ATTACH TO EXECUTED CONTRACT AGREEMENT)

ATTACHMENT B

Plans, Forms & Specifications, and Engineer's Cost Estimate

CITY OF SOUTH PASADENA

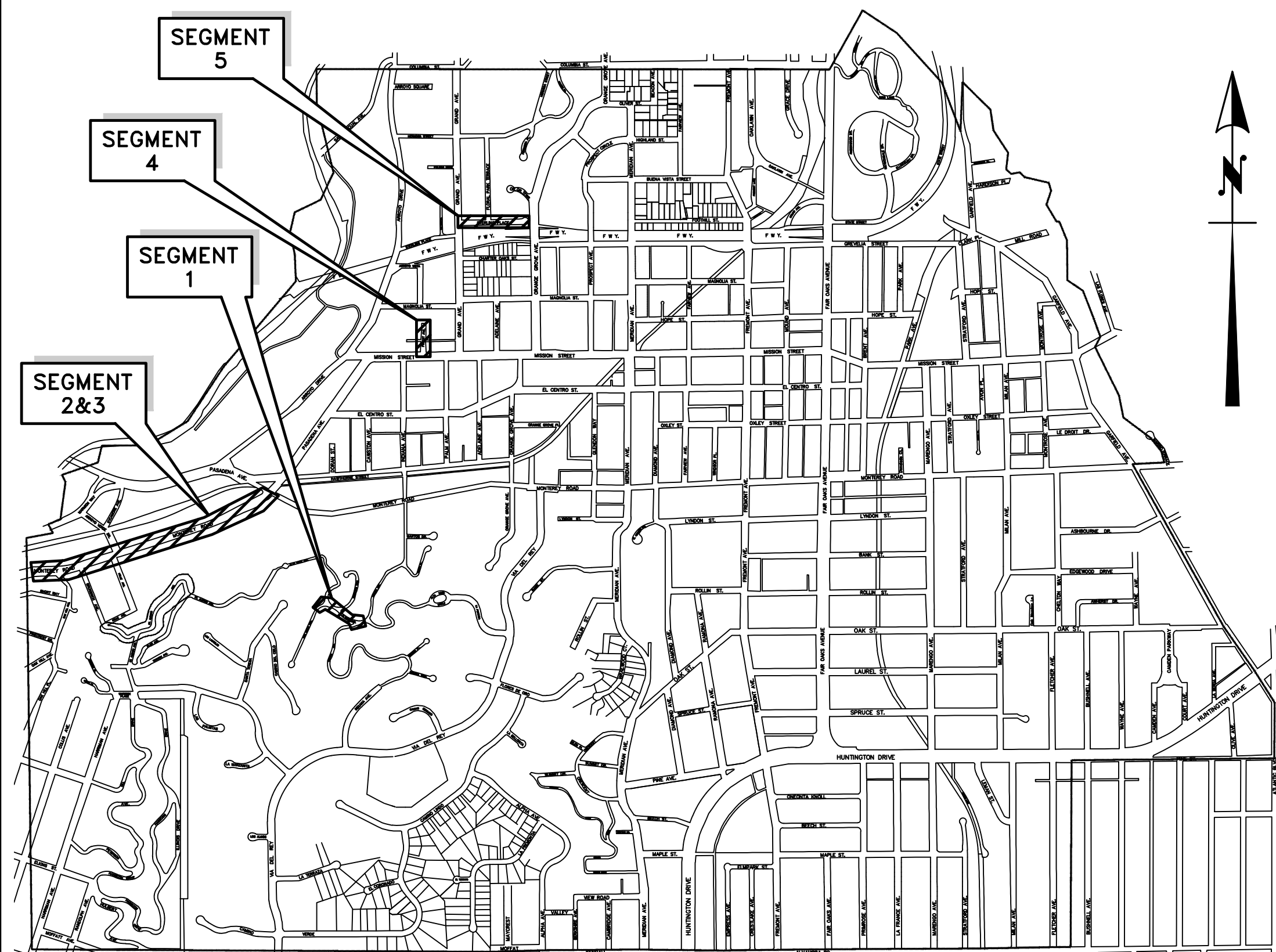
FY 18-19

STREET IMPROVEMENT PROJECT

PROJECT No. 2019-05



ALTA VISTA AVENUE FROM OAK CREST AVENUE TO INDIANA AVENUE
 MONTEREY ROAD FROM WEST CITY LIMIT TO ARROYO VERDE ROAD
 FOREST AVENUE FROM ARROYO VERDE ROAD TO PASADENA AVENUE
 STERLING PLACE FROM MISSION STREET TO CUL-DE-SAC
 FROM GRAND AVENUE TO CUL-DE-SAC



VICINITY MAP
NOT TO SCALE

SHT NO.	TITLE
1	TITLE SHEET
2	GENERAL NOTES, CONSTRUCTION NOTES AND DETAILS
STREET IMPROVEMENT PLANS	
3	ALTA VISTA AVENUE, FROM OAK CREST AVE. TO INDIANA AVE.
4	MONTEREY ROAD, FROM STA 204+00.00 TO STA 215+00.00
5	MONTEREY ROAD, FROM STA 215+00.00 TO STA 225+00.00
6	MONTEREY ROAD, FROM STA 225+00.00 TO STA 232+50.00
7	FOREST AVENUE, FROM STA 10+00.00 TO STA 13+33.30
8	STERLING PLACE, FROM STA 10+00.00 TO STA 18+16.00
STRIPING AND SIGNAGE PLANS	
9	ALTA VISTA AVENUE, FROM OAK CREST AVE. TO INDIANA AVE.
10	MONTEREY ROAD, FROM OAK HILL AVE. TO ARROYO VERDE RD.
11	MONTEREY ROAD, FROM ARROYO VERDE RD. TO PASADENA AVE.
12	FOREST AVENUE, FROM MISSION ST. TO CUL-DE-SAC
13	STERLING PLACE, FROM GRAND AVE. TO CUL-DE-SAC

PUBLIC UTILITY AUTHORIZATION FOR OPERATION

CABLE: Spectrum
1041 E Route 66
Glendora, CA 91740
818-407-3152

ELECTRIC: So-Cal Edison
PO Box 11982
Santa Ana, CA 92711
714-796-9932

TELEPHONE: AT&T
22311 Brookhurst Street, Suite 203
Huntington Beach, CA 92640
(626) 365-5733

SEWAGE DISPOSAL: Public Works Department
City of South Pasadena
825 Mission Street
South Pasadena, CA 91030
626-403-7370

SOLID WASTE: Athens Services
14048 E. Valley Blvd.
City of Industry, CA 91746
888-336-6100

GAS: So-Cal Gas Co.
1919 S State College Blvd
Anaheim, CA 92806-6114
714-634-3079

WATER: Public Works Department
City of South Pasadena
825 Mission Street
South Pasadena, CA 91030
626-441-4024 (PRODUCTION)
626-403-7377 (DISTRIBUTION)

DATE OF FIELD SURVEY: 07-2019

DESIGN SURVEY PROVIDED BY
CALVADA SURVEYING, INC.
411 Jenks Circle, Suite 205
Corona, CA 92880
(951) 280-9960

GEOTECHNICAL REPORT:

TWINING, INC.
2883 East Spring Street, Suite 300
Long Beach, CA 90806
(562) 426-3355
Dated August 12, 2019

NOTES FOR TRAFFIC STRIPING

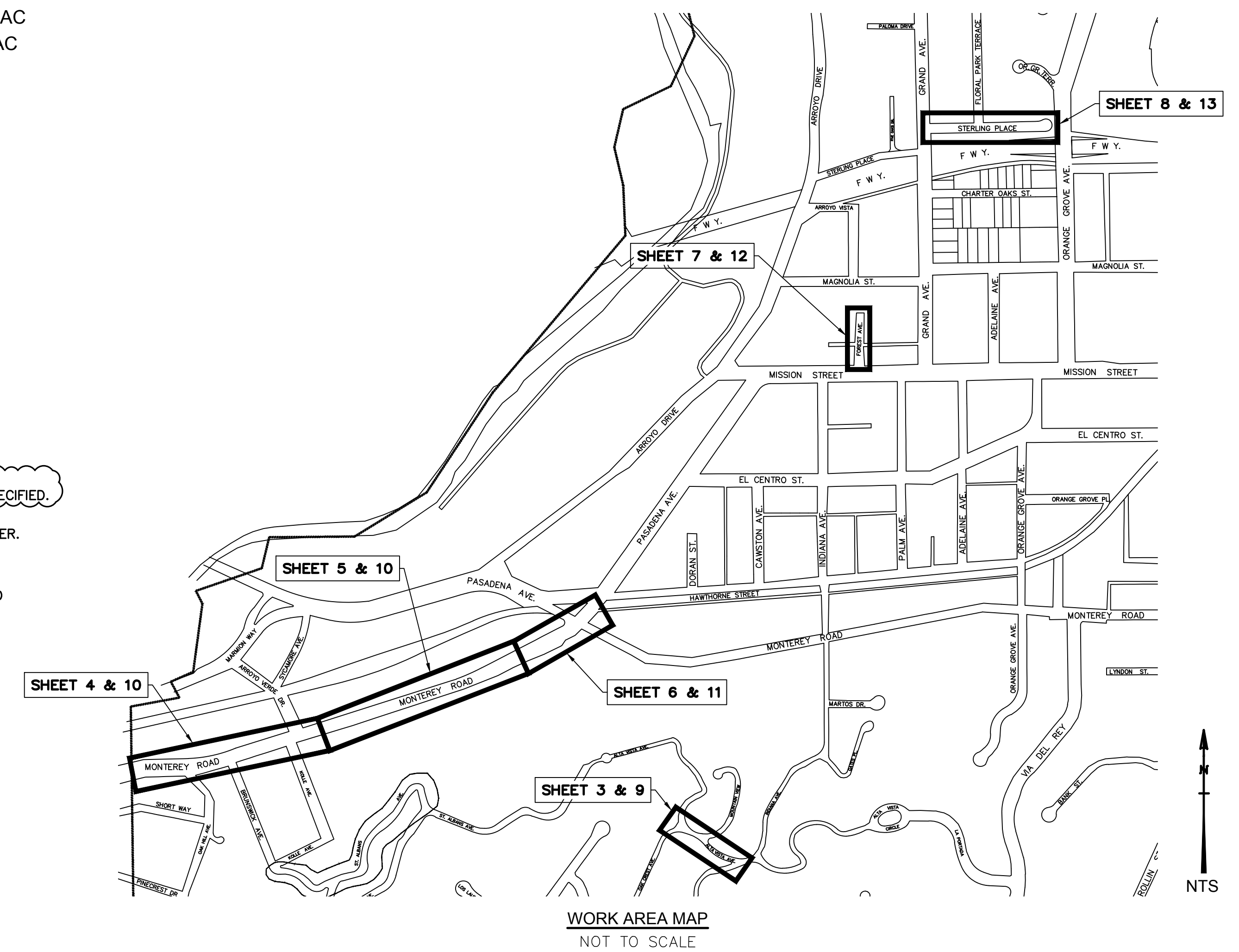
- ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS (2023 EDITION), THE SPECIAL PROVISIONS FOR THIS PROJECT, UNLESS OTHERWISE SPECIFIED.
- PAVEMENT LEGENDS AND MARKINGS SHALL MATCH CITY OF SOUTH PASADENA STENCILS.
- NEW STRIPING SHALL MATCH EXISTING AT EACH END OF THE PROJECT OR AS DIRECTED BY THE ENGINEER.
- ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING.
- ALL STRIPING SHALL BE THERMOPLASTIC.
- CONTRACTOR IS RESPONSIBLE FOR REINSTALLING EXISTING STRIPING AND PAVEMENT MARKINGS DAMAGED DURING CONSTRUCTION.
- ALL CURVED PORTIONS OF MARKOUT SHALL BE LAID OUT WITH A ROPE.
- NO PERMANENT STRIPING PRIOR TO APPROVAL OF CAT TRACKING.

LEGEND

---	R/W RIGHT-OF-WAY	10+00	STATION ALONG CENTERLINE
---	INTERIOR LOT LINE	⊕	SURVEY MONUMENT
---	EXISTING CURB AND GUTTER	⊙	SEWER MANHOLE
---	FLOWLINE	⊕	STORM DRAIN MANHOLE
---	EXISTING ELECTRICAL	⊕	TELEPHONE MANHOLE
---	EXISTING GAS LINE	⊕	WATER MANHOLE
---	EXISTING SEWER LINE	⊕	WATER VALVE
---	EXISTING STORM DRAIN LINE	⊕	GAS VALVE
---	EXISTING TELEPHONE LINE	⊕	
---	EXISTING WATER MAIN	⊕	

UNDERGROUND STRUCTURES

THE EXISTENCE OR LOCATION OF ANY UNDERGROUND UTILITIES, PIPES, STRUCTURES, ETC. WHICH WERE NOT VISIBLE FOR FIELD VERIFICATION AND ARE SHOWN ON THIS PLAN SET, WERE SHOWN FROM INFORMATION PROVIDED BY OTHERS NOT CONNECTED WITH KOA CORPORATION. THE UNDERGROUND UTILITIES ARE SHOWN FOR INFORMATION PURPOSES ONLY AND DO NOT REPRESENT PRECISE LOCATIONS OR DEPTHS. ANY CONSTRUCTION RELATIVE TO UNDERGROUND UTILITIES MUST REQUIRE THE CONTRACTOR OR OTHERS TO ASCERTAIN THE EXISTENCE OR THE TRUE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES. VERIFICATION OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NONCOMPLIANCE OF VERIFICATION HOLDS KOA CORPORATION HARMLESS FROM ANY DAMAGES OR LOSSES INCURRED.



WORK AREA MAP
NOT TO SCALE

Underground Service Alert



Know what's below.
Call before you dig.

REVISIONS			BASIS OF BEARING	BENCH MARK	CITY OF SOUTH PASADENA		KOA 1100 Corporate Center Drive, Suite 201 Monterey Park, California 91754 Tel: (323) 260-4703 Fax: (323) 260-4705	REGISTERED PROFESSIONAL ENGINEER GIUSEPPE S. CANTONIERI No. C79006 CIVIL STATE OF CALIFORNIA	CITY OF SOUTH PASADENA	
NO.	DESCRIPTION	APP. DATE	THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CC583, ZONE 5, (2018.50) IN ACCORDANCE TO THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS ARE DETERMINED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING LEICA SMARTNET NORTH AMERICA REFERENCE NETWORK STATIONS (C.O.R.S.): CALA: NORTHING = 1861876.14' EASTING = 6488475.40' CASF: NORTHING = 1800811.26' EASTING = 6537401.39'	ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF SOUTH PASADENA BENCHMARK, ELEVATION 602.95 FEET (NAVD 88). DESCRIPTION: IN THE CITY OF SOUTH PASADENA, IN THE SOUTHWEST CORNER OF MONTEREY ROAD AND KOLLE AVENUE, 16.46 M (54.00 FT) WEST OF THE CENTERLINE OF KOLLE AVENUE, 7.62 M (25.00 FT) SOUTH OF THE CENTERLINE OF MONTEREY ROAD, STATION IS IN THE NORTHWESTERLY CORNER OF A 1.22 M (4.00 FT) BY 2.44 M (8.01 FT) CONCRETE CATCH BASIN.	REVIEWED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23			TITLE SHEET	
1	UPDATED STANDARD PLANS AND SPECIFICATIONS REFERENCES, CHANGE ARHM TO CONVENTIONAL AC.				APPROVED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23	GIUSEPPE S. CANTONIERI R.C.E. NO.: 79006	4/23/21 DATE	STREET IMPROVEMENT PLAN	
									PROJECT NO.	
									SHEET NO. 1 OF 13	

STREET IMPROVEMENT GENERAL NOTES

- ALL WORK SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE APWA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK), 2021 EDITION, AND ALL SUBSEQUENT SUPPLEMENTS, CITY OF SOUTH PASADENA STANDARDS, CONTRACT DOCUMENTS, 2023 CALTRANS STANDARD PLANS (CURB RAMPS) AND THE LATEST REVISIONS THEREOF.
- THE LOCATION AND EXISTENCE OF UTILITIES AND IMPROVEMENTS SHOWN ON THE PLANS ARE APPROXIMATE AND TAKEN FROM AVAILABLE RECORDS; THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING IMPROVEMENTS, AND SHALL TAKE ALL PRECAUTIONS TO PROTECT THEM WHETHER SHOWN OR NOT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT (1-800-227-2600) 48 HOURS BEFORE ANY EXCAVATION.
- INSPECTION BY THE CITY OF THE WORK CALLED FOR ON THE PLANS SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR OF THEIR OBLIGATION TO PERFORM WORK IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS.
- IF ANY EXISTING RAISED PAVEMENT MARKERS ARE WITHIN THE TRENCH AREA, THEN CONTRACTOR SHALL REMOVE PRIOR TO CONSTRUCTION AND REPLACED UPON THE FINISHED SURFACE. CONTRACTOR SHALL PLACE AND MAINTAIN TEMPORARY MARKERS UNTIL PERMANENT MARKERS HAVE BEEN INSTALLED.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES AT ALL TIMES IN ACCORDANCE WITH THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION, REV. 7), WATCH MANUAL AND AS DIRECTED BY THE ENGINEER. ARROW BOARDS ARE REQUIRED FOR ALL LANE CLOSURES. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS STAMPED BY A TRAFFIC ENGINEER TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF THE NOTICE TO PROCEED.
- STOCKPILING OF EXCESS MATERIAL SHALL NOT BE ALLOWED IN PUBLIC RIGHT OF WAY.
- ALL WATER VALVES, SEWER CLEAN OUTS AND SEWER MANHOLES SHALL REMAIN ACCESSIBLE AND FREE OF DEBRIS THROUGHOUT ALL PHASES OF THE PROJECT.
- INSTALL MINIMUM 1/2" STEEL PLATE BRIDGING OVER ALL SEWER MANHOLES WITHIN THE CONSTRUCTION AREA TO PREVENT DEBRIS FROM ENTERING INTO THE SEWER SYSTEM.
- ACCESS TO ALL DRIVEWAYS SHALL BE MAINTAINED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN UP AND DUST CONTROL AT ALL TIMES IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE AND OPERATE A SELF-LOADING MOTOR SWEEPER WITH SPRAY NOZZLES EVERY DAY, BEGINNING 1/2 HOUR PRIOR TO THE END OF CONSTRUCTION ACTIVITIES.

EROSION CONTROL NOTES

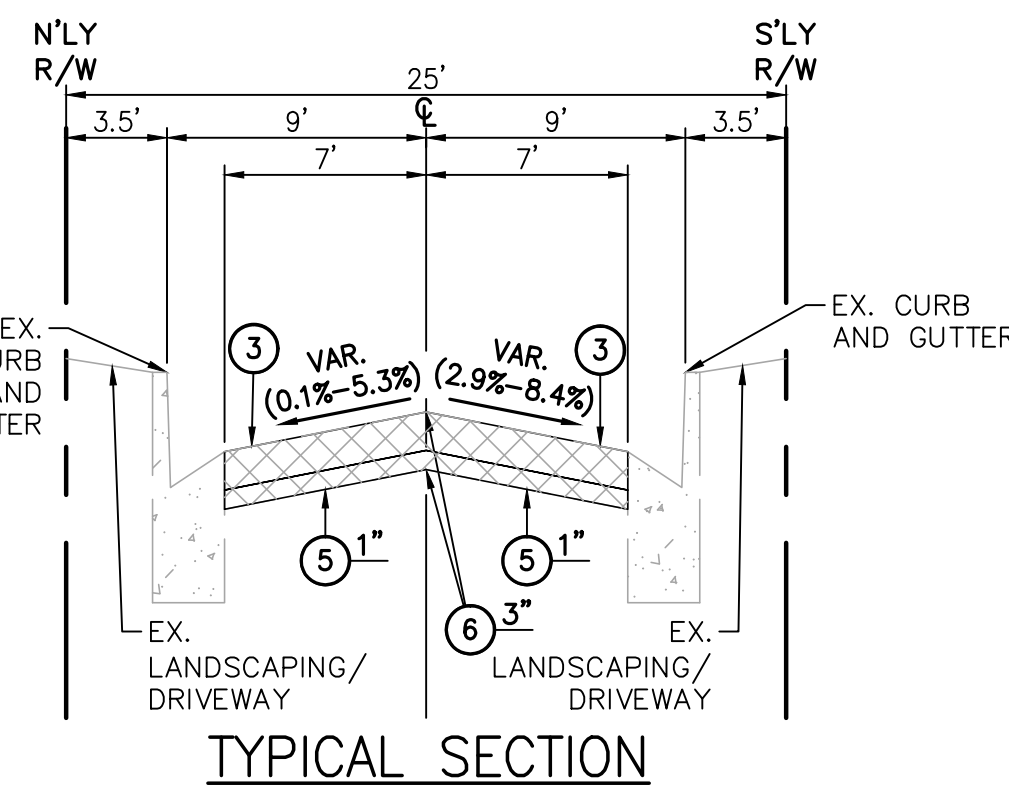
- IN CASE OF EMERGENCY CALL THE DEPARTMENT OF PUBLIC WORKS AT (626) 403-7240.
- CONTRACTOR SHALL HAVE LABOR, MATERIALS AND EQUIPMENT AVAILABLE TO RESPOND TO A RAIN EVENT IN ACCORDANCE WITH THE SPECIFICATIONS.
- EROSION CONTROL DEVICES SHALL NOT BE REMOVED OR MODIFIED WITHOUT THE APPROVAL OF THE CITY INSPECTOR.
- ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY PROBABILITY FORECAST EXCEEDS 50%.
- AFTER RAINSTORM ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, BERMS AND BASINS.
- CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREA WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
- ALL LOOSE SOIL AND DEBRIS WHICH MAY CREATE A POTENTIAL HAZARD TO OFFSITE PROPERTY SHALL BE REMOVED FROM THE SITE AS DIRECTED BY THE CITY INSPECTOR.
- EROSION CONTROL DEVICES WILL BE MODIFIED AS NEEDED AS THE PROJECT PROGRESSES AND PLANS OF THESE CHANGES SUBMITTED FOR APPROVAL AS REQUIRED.
- EROSION CONTROL MEASURES (BMP'S) SHALL BE MAINTAINED AND CLEAN AT ALL TIMES. CONTRACTOR SHALL SUBMIT THE WEEKLY SWPPP REPORTS TO THE ENGINEER.

NOTICE TO CONTRACTORS AND SUBCONTRACTORS

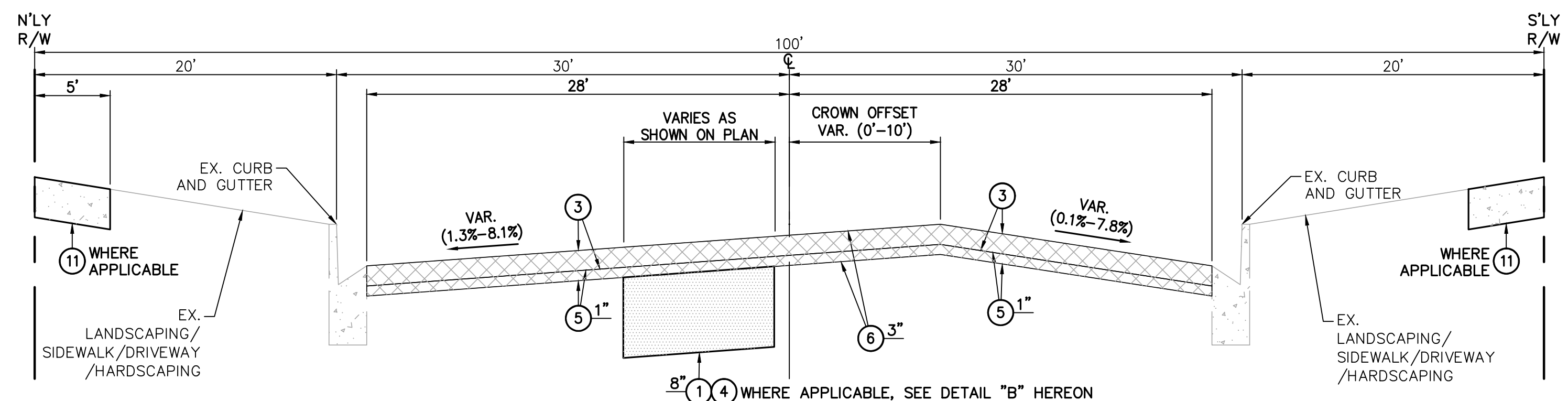
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
- THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PLANS, SPECIFICATIONS, SOILS AND/OR GEOLOGY REPORTS, AND THE SITE CONDITIONS PRIOR TO COMMENCING WORK.
- SHOULD CONFLICTING INFORMATION BE FOUND ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL NOTIFY THE CITY BEFORE PROCEEDING WITH THE WORK IN QUESTION.

NOTES FOR TRAFFIC STRIPING

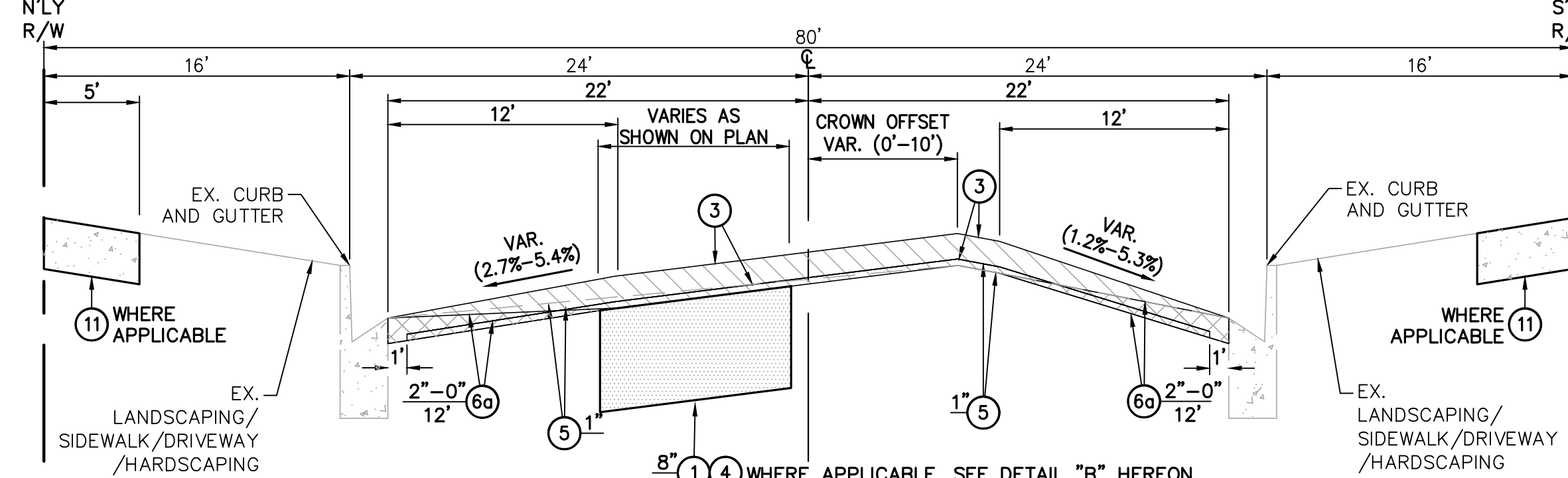
- ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS (2023 EDITION), THE SPECIAL PROVISIONS FOR THIS PROJECT, UNLESS OTHERWISE SPECIFIED.
- PAVEMENT LEGENDS AND MARKINGS SHALL CONFORM TO THE LATEST CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS (2023 EDITION).
- NEW STRIPING SHALL MATCH EXISTING AT EACH END OF THE PROJECT OR AS DIRECTED BY THE ENGINEER.
- ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING.
- ALL STRIPING SHALL BE THERMOPLASTIC.
- CONTRACTOR IS RESPONSIBLE FOR REINSTALLING EXISTING STRIPING AND PAVEMENT MARKINGS DAMAGED DURING CONSTRUCTION.
- ALL CURVED PORTIONS OF MARKOUT SHALL BE LAID OUT WITH A ROPE.
- NO PERMANENT STRIPING PRIOR TO APPROVAL OF CAT TRACKING.



**TYPICAL SECTION
ALTA VISTA AVENUE**
FROM OAK CREST AVENUE TO INDIANA AVENUE
SEE SHEET 3



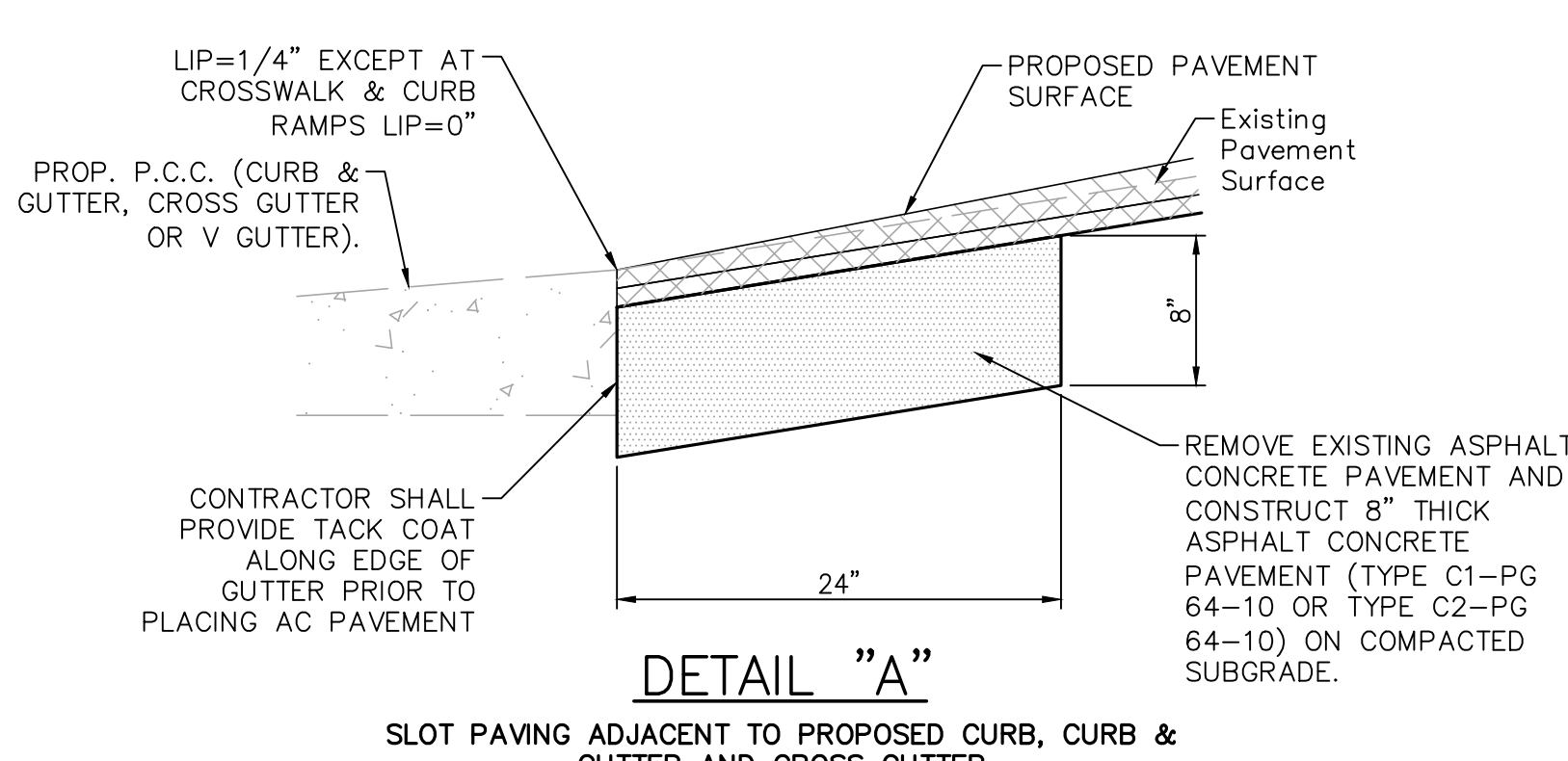
**TYPICAL SECTION
MONTEREY ROAD**
FROM STA 204+61 TO STA 210+17
SEE SHEET 4



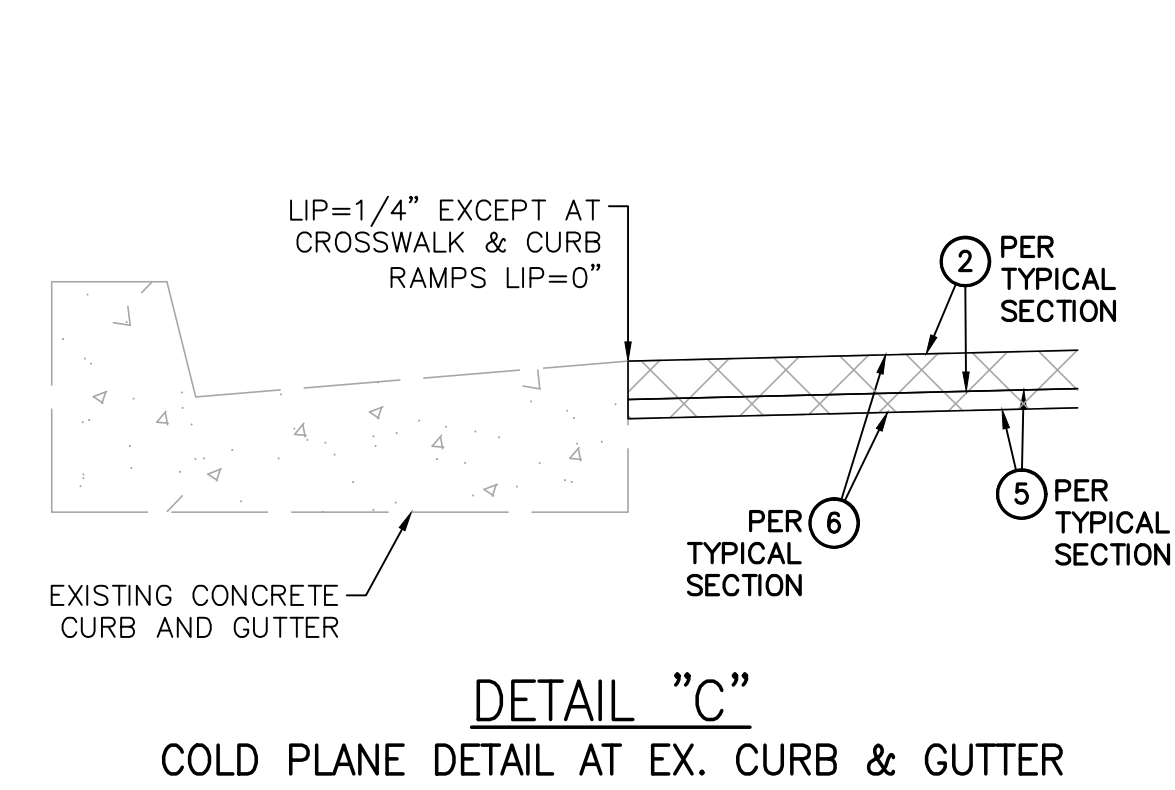
**TYPICAL SECTION
MONTEREY ROAD**
FROM STA 210+17 TO STA 230+68
SEE SHEET 4, 5 & 6

STORMWATER POLLUTANT PLAN NOTE

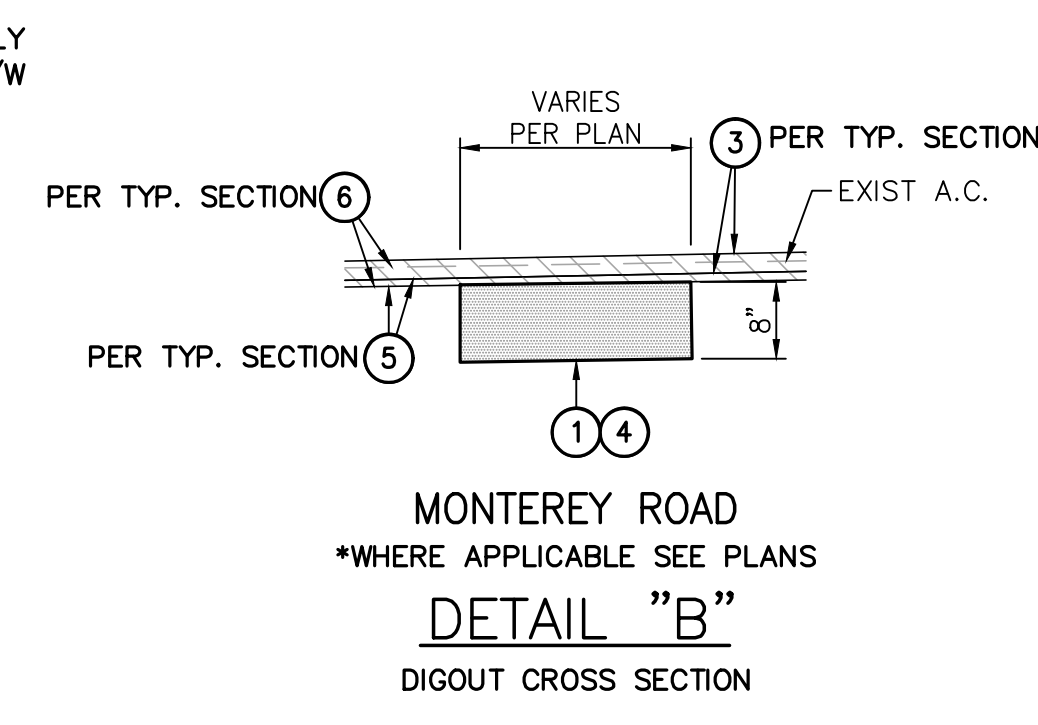
- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA, DRAINS NATURAL DRAINAGE COURSES OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY FORCES OF WINDS AND WATER.
- FUELS, OILS, SOLVENTS AND OTHER MATERIAL MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATER. ALL APPROVED STORAGE CONTAINERS ARE TO BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATER. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER, SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO DRAINAGE SYSTEM.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO PUBLIC WAY OR ANY OTHER DRAINAGE STRUCTURES. PROVISION SHALL BE MADE TO RETAIN CONCRETE WASTE ON SITE UNTIL THEY CAN BE DEPOSITED OF AS SOLID WASTE.
- TRASH AND CONSTRUCTION RELATED SOLID WASTE MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
- SEDIMENTS AND OTHER MATERIAL MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO PUBLIC RIGHT OF WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- ANY SLOPES WITH DISTRIBUTED SOILS OR DENUDED VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY RAIN OR WATER.
- CONTRACTOR TO INCORPORATE APPROPRIATE STORMWATER BEST MANAGEMENT PRACTICES (BMP) FOR RELEVANT TYPES OF DEMOLITION AND CONSTRUCTION ACTIVITIES. ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTOR. COVER ALL CATCH BASINS DURING CONSTRUCTION.



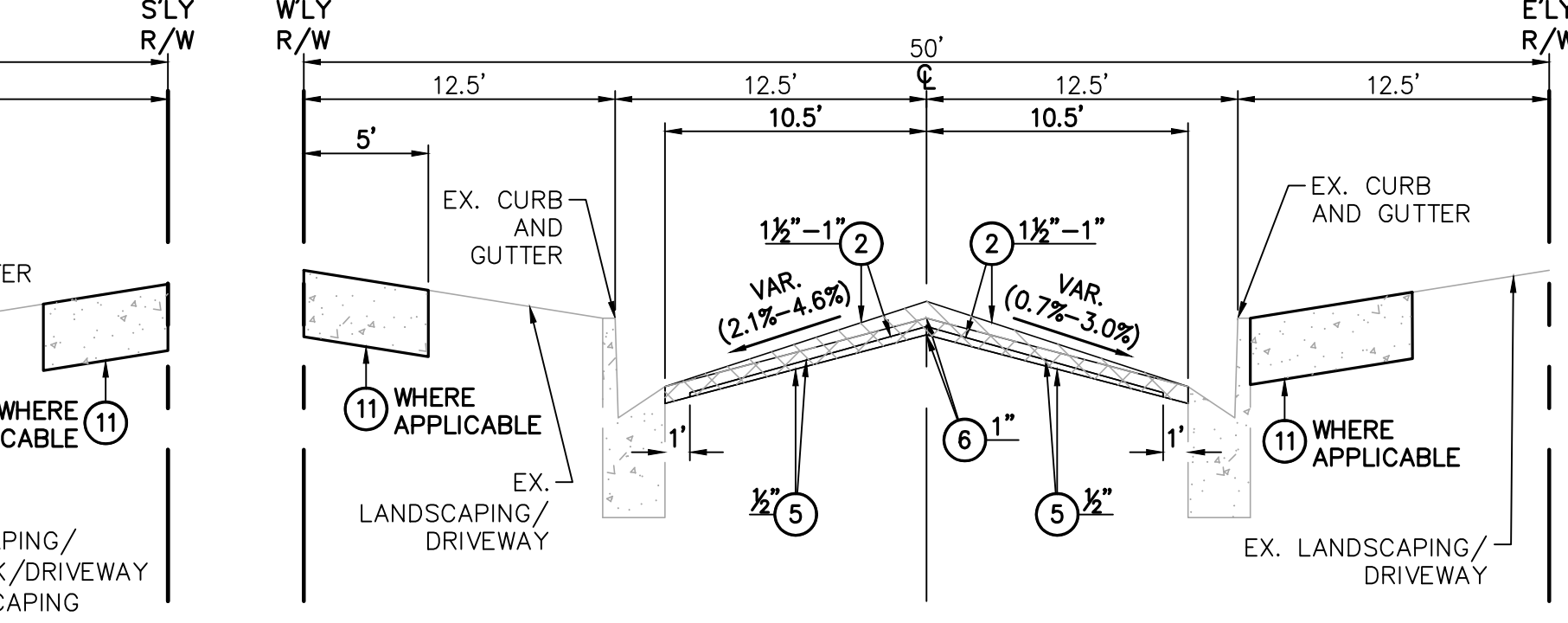
DETAIL "A"
SLOT PAVING ADJACENT TO PROPOSED CURB, CURB & GUTTER AND CROSS GUTTER



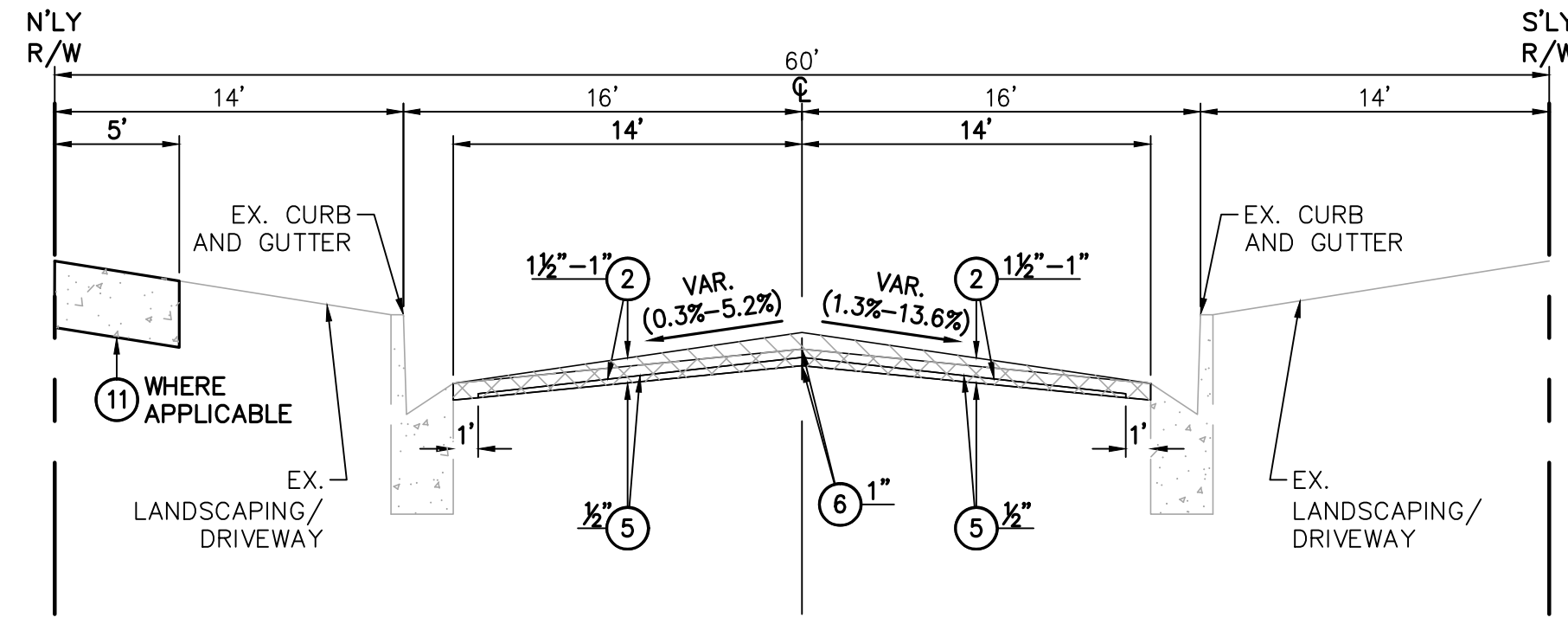
DETAIL "C"
COLD PLANE DETAIL AT EX. CURB & GUTTER



DETAIL "B"
DIGOUT CROSS SECTION



**TYPICAL SECTION
FOREST AVENUE**
FROM STA 10+00.00 TO STA 13+33.30
SEE SHEET 7



**TYPICAL SECTION
STERLING PLACE**
FROM STA 104+00.00 TO STA 18+16.00
SEE SHEET 8

CONSTRUCTION NOTES

- SAWCUT & REMOVE ROADWAY SECTION, & MISC. P.C.C. AS REQUIRED. (THICKNESS PER PLANS & TYP. SECTION).
- CONSTRUCT THICKNESS TYPE C1-PG 64-10 A.C. PAVEMENT THICKNESS PER TYPICAL SECTIONS ON SHEET 2 OF PLANS.
- CONSTRUCT TYPE C1-PG 64-10 A.C. PAVEMENT OVERLAY PER TYPICAL SECTION.
- CONSTRUCT 8" THICK ASPHALT CONCRETE PAVEMENT USING TWO LIFTS. (TYPE C1-PG 64-10 OR TYPE C2-PG 64-10) OVER COMPACTED NATIVE. SEE DETAIL "B" ON SHEET 2 OF PLANS. SQUARE FOOTAGE AS SHOWN ON PLAN.
- CONSTRUCT TYPE C1-PG 64-10 A.C. LEVELING COURSE. THICKNESS AS SHOWN AND PER TYPICAL SECTIONS ON SHEET 2.
- COLD PLANE EXISTING A.C. PAVEMENT. DEPTH AS SHOWN, PER TYPICAL SECTION & DETAILS ON SHEET 2 OF PLANS.
- EDGE MILL (VARIABLE DEPTH) AC PAVEMENT. DEPTH AND WIDTH PER TYPICAL SECTION DETAILS ON SHEET 2 OF PLANS.
- ADJUST WATER VALVE FRAME AND COVER TO GRADE.
- ADJUST MANHOLE FRAME & COVER TO GRADE. SEE PLAN FOR UTILITY TYPE.
- SAWCUT & REMOVE EX. CURB & GUTTER AND CONSTRUCT NEW P.C.C. CURB & GUTTER PER SPPWC STD. PLAN NO. 120-3 TYPE A2-8 (MODIFIED PER PLAN). WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
- SAWCUT & REMOVE EX. CURB AND CONSTRUCT NEW P.C.C. CURB PER SPPWC STD. PLAN NO. 120-3 TYPE A1-8. WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
- SAWCUT & REMOVE EX. SIDEWALK & CONSTRUCT NEW 4" P.C.C. SIDEWALK PER SPPWC STD. PLAN NO. 112-2.
- SAWCUT & REMOVE EX. DRIVEWAY AND CONSTRUCT NEW 6" THICK (TYP.) P.C.C. DRIVEWAY PER SPPWC STD PLAN NO. 110-2 (TYPE, W & X PER PLAN). WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
- INSTALL RED BRICK COLOR DETECTABLE WARNING SURFACE ON RAMPS.
- RESET SURVEY TAGS AND MONUMENTS, TYPICAL. CONTRACTOR'S HIRED LICENSED SURVEYOR SHALL FILE A RECORD OF SURVEY AT THE COUNTY RECORDERS OFFICE PRIOR TO REMOVAL OF ANY EXISTING SURVEY MONUMENTS, CHISELS OR BENCH MARKS. A RECORD SHALL BE PROVIDED TO THE ENGINEER. A FINAL RECORD OF SURVEY WILL BE FILED ONCE ALL DISTURBED SURVEY MONUMENTS HAVE BEEN RESTORED.
- REMOVE EXISTING HPS STREET LIGHT LUMINAIRE AND REPLACE WITH NEW LED LUMINAIRE PER PROJECT SPECIFICATIONS.

WATER CONSTRUCTION NOTES

- REMOVE EXISTING AND INSTALL NEW 1.5" SERVICE, BOX & METER AND CONNECT TO EX. WATER SERVICE PER LACWD STD. PLAN W-5.
- INSTALL 8"x6" REDUCER. INSTALL DUCTILE IRON PIPE AS NEEDED.
- REMOVE EXISTING AND INSTALL NEW 8"x8" TEE. INSTALL 8" DUCTILE IRON PIPE AS NEEDED.
- REMOVE EXISTING AND INSTALL NEW 8" GATE VALVE. INSTALL 8" DUCTILE IRON PIPE AS NEEDED.
- DIGOUT & REPLACE VALVE CAN FRAME AND COVER.

DISPOSITION NOTES

- PROTECT IN PLACE

LEGEND

- P.C.C. SIDEWALK
- COLD MILL
- CONSTRUCT AC PAVEMENT
- RECONSTRUCT PER PLAN
- 1234 STREET ADDRESS

Underground Service Alert
811
Know what's below.
Call before you dig.

REVISIONS		
NO.	DESCRIPTION	APP. DATE
1	UPDATED STANDARD PLANS AND SPECIFICATIONS REFERENCES. CHANGE ARHM TO CONVENTIONAL AC.	

BASIS OF BEARING	
CALA: NORTHING = 1861876.14' EASTING = 6488475.40'	CASF: NORTHING = 1800811.26' EASTING = 6537401.39'

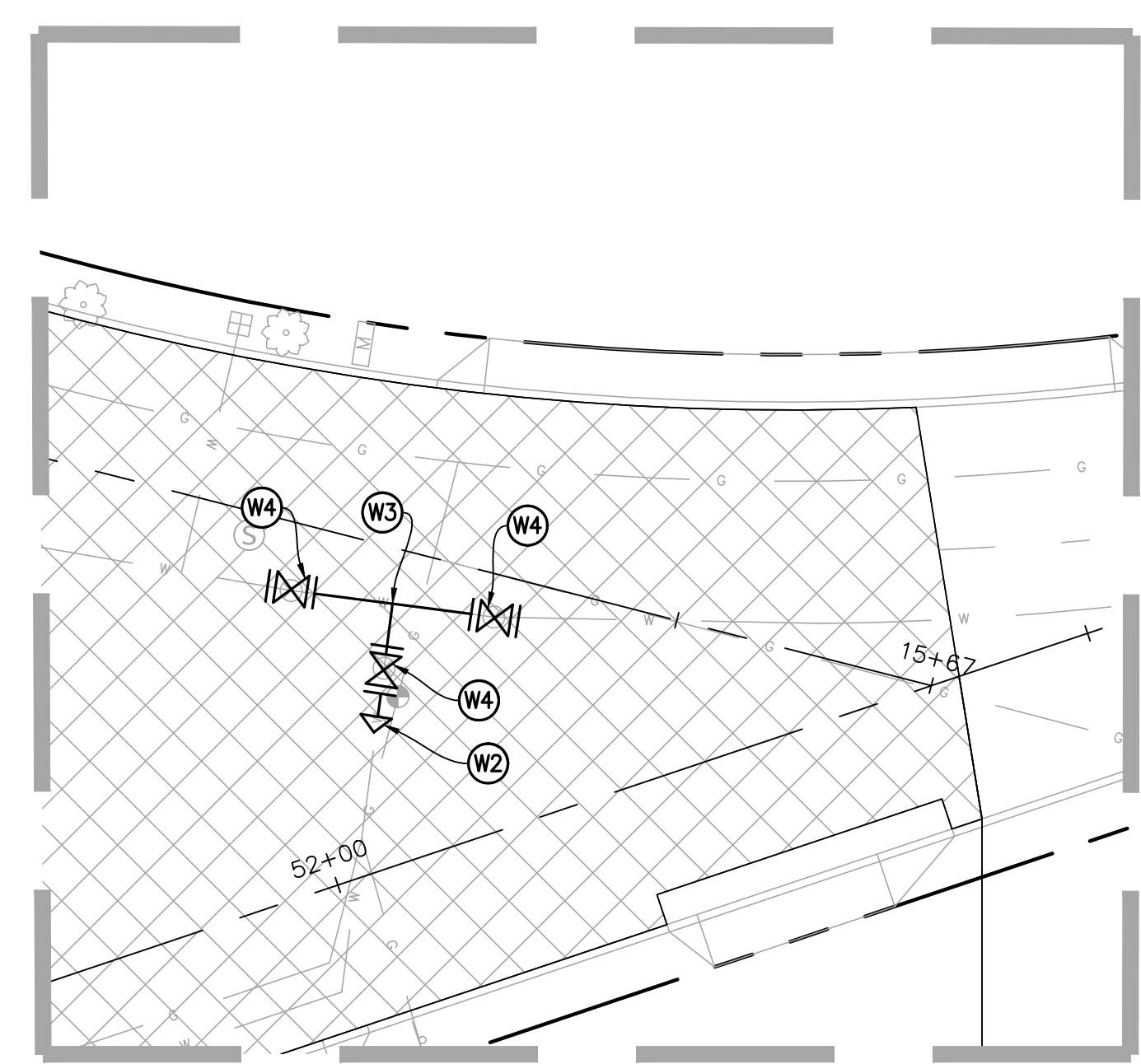
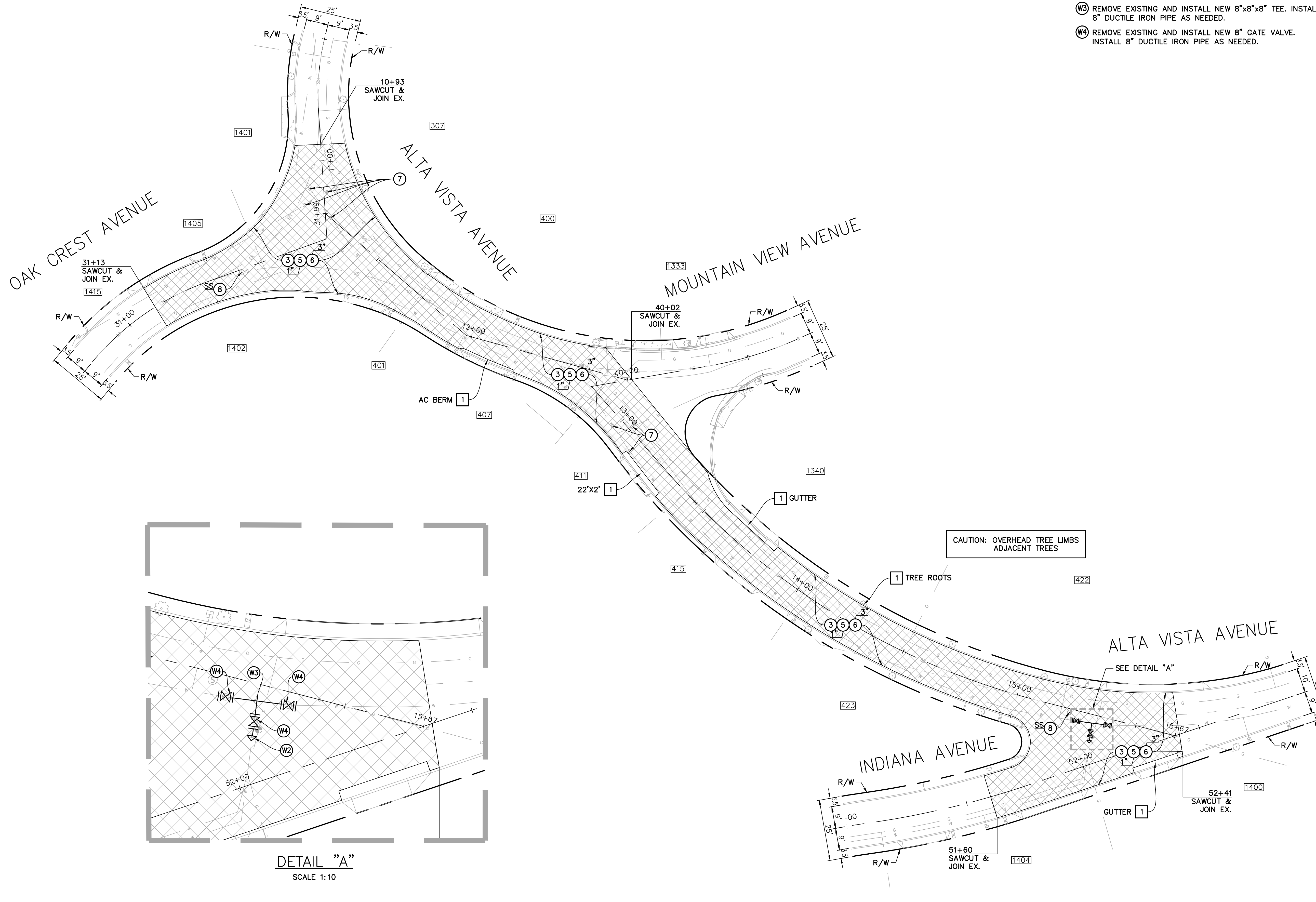
BENCH MARK
ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF SOUTH PASADENA BENCHMARK, ELEVATION 602.95 FEET (NAVD 88). DESCRIPTION: IN THE CITY OF SOUTH PASADENA, IN THE SOUTHWEST CORNER OF MONTEREY ROAD AND KOLLE AVENUE, 16.46 M (54.00 FT) WEST OF THE CENTERLINE OF KOLLE AVENUE, 7.62 M (25.00 FT) SOUTH OF THE CENTERLINE OF MONTEREY ROAD, STATION IS IN THE NORTHWESTERLY CORNER OF A 1.22 M (4.00 FT) BY 2.44 M (8.01 FT) CONCRETE CATCH BASIN.

CITY OF SOUTH PASADENA	
REVIEWED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23
APPROVED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23

KOA
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (626) 260-4703 Fax: (626) 260-4705
GIUSEPPE S. CANTONIERI
R.C.E. NO.: 79006 EXP. DATE: 03/31/22

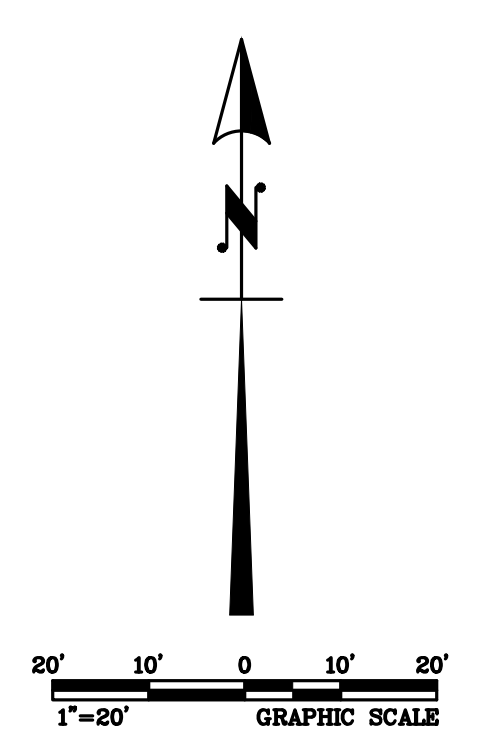
REGISTERED PROFESSIONAL ENGINEER
GIUSEPPE S. CANTONIERI
No. C79006
CIVIL
STATE OF CALIFORNIA

CITY OF SOUTH PASADENA
GENERAL NOTES, CONSTRUCTION NOTES AND DETAILS
STREET IMPROVEMENT PLAN
PROJECT NO. _____
SHEET NO. 2 OF 13



DETAIL "A"
SCALE 1:10

CAUTION: OVERHEAD TREE LIMBS
ADJACENT TREES



WATER CONSTRUCTION NOTES

- (W2) INSTALL 8"x6" REDUCER. INSTALL DUCTILE IRON PIPE AS NEEDED.
- (W3) REMOVE EXISTING AND INSTALL NEW 8"x8"x8" TEE. INSTALL 8" DUCTILE IRON PIPE AS NEEDED.
- (W4) REMOVE EXISTING AND INSTALL NEW 8" GATE VALVE. INSTALL 8" DUCTILE IRON PIPE AS NEEDED.

CONSTRUCTION NOTES

- (1) SAWCUT & REMOVE ROADWAY SECTION, & MISC. P.C.C. AS REQUIRED. (THICKNESS PER PLANS & TYP. SECTION).
- (2) CONSTRUCT THICKNESS TYPE C1-PG 64-10 A.C. PAVEMENT THICKNESS PER TYPICAL SECTIONS ON SHEET 2 OF PLANS.
- (3) CONSTRUCT TYPE C1-PG 64-10 A.C. PAVEMENT OVERLAY PER TYPICAL SECTION.
- (4) CONSTRUCT 8" THICK ASPHALT CONCRETE PAVEMENT USING TWO LIFTS. (TYPE C1-PG 64-10 OR TYPE C2-PG 64-10) OVER COMPACTED NATIVE. SEE DETAIL "B" ON SHEET 2 OF PLANS. SQUARE FOOTAGE AS SHOWN ON PLAN.
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- (6) COLD PLANE EXISTING A.C. PAVEMENT. DEPTH AS SHOWN, PER TYPICAL SECTION & DETAILS ON SHEET 2 OF PLANS.
- (6a) EDGE MILL (VARIABLE DEPTH) AC PAVEMENT. DEPTH AND WIDTH PER TYPICAL SECTION DETAILS ON SHEET 2 OF PLANS.
- (7) ADJUST WATER VALVE FRAME AND COVER TO GRADE.
- (8) ADJUST MANHOLE FRAME & COVER TO GRADE. SEE PLAN FOR UTILITY TYPE.
- (9) SAWCUT & REMOVE EX. CURB & GUTTER AND CONSTRUCT NEW P.C.C. CURB & GUTTER PER SPPWC STD. PLAN NO. 120-3 TYPE A2-8 (MODIFIED PER PLAN). WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
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- (11) SAWCUT & REMOVE EX. SIDEWALK & CONSTRUCT NEW 4" P.C.C. SIDEWALK PER SPPWC STD. PLAN NO. 112-2.
- (12) SAWCUT & REMOVE EX. DRIVEWAY AND CONSTRUCT NEW 6" THICK (TYP.) P.C.C. DRIVEWAY PER SPPWC STD PLAN NO. 110-2 (TYPE, W & X PER PLAN). WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
- (13) INSTALL RED BRICK COLOR DETECTABLE WARNING SURFACE ON RAMPS.
- (14) RESET SURVEY TAGS AND MONUMENTS, TYPICAL. CONTRACTOR'S HIRED LICENSED SURVEYOR SHALL FILE A RECORD OF SURVEY AT THE COUNTY RECORDERS OFFICE PRIOR TO REMOVAL OF ANY EXISTING SURVEY MONUMENTS, CHISELS OR BENCH MARKS. A RECORD SHALL BE PROVIDED TO THE ENGINEER. A FINAL RECORD OF SURVEY WILL BE FILED ONCE ALL DISTURBED SURVEY MONUMENTS HAVE BEEN RESTORED.
- (15) REMOVE EXISTING HPS STREET LIGHT LUMINAIRE AND REPLACE WITH NEW LED LUMINAIRE PER PROJECT SPECIFICATIONS.

WATER CONSTRUCTION NOTES

- (W1) REMOVE EXISTING AND INSTALL NEW 1.5" SERVICE, BOX & METER AND CONNECT TO EX. WATER SERVICE PER LACWD STD. PLAN W-5.
- (W2) INSTALL 8"x6" REDUCER. INSTALL DUCTILE IRON PIPE AS NEEDED.
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- (W4) REMOVE EXISTING AND INSTALL NEW 8" GATE VALVE. INSTALL 8" DUCTILE IRON PIPE AS NEEDED.
- (W5) DIGOUT & REPLACE VALVE CAN FRAME AND COVER.

Underground Service Alert

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BENCH MARK
THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CC583, ZONE 5, (2018.50) IN ACCORDANCE TO THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS ARE DETERMINED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING LEICA SMARTNET NORTH AMERICA REFERENCE NETWORK STATIONS (C.O.R.S.):
DESCRIPTION: IN THE CITY OF SOUTH PASADENA, IN THE SOUTHWEST CORNER OF MONTEREY ROAD AND KOLLE AVENUE, 16.46 M (54.00 FT) WEST OF THE CENTERLINE OF KOLLE AVENUE, 7.62 M (25.00 FT) SOUTH OF THE CENTERLINE OF MONTEREY ROAD, STATION IS IN THE NORTHWESTERLY CORNER OF A 1.22 M (4.00 FT) BY 2.44 M (8.01 FT) CONCRETE CATCH BASIN.

CITY OF SOUTH PASADENA	
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APPROVED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23

1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (626) 260-4703 Fax: (626) 260-4705






GIUSEPPE S. CARONIERI
R.C.E. NO.: 79006 EXP. DATE: 03/31/22

4/23/21
DATE

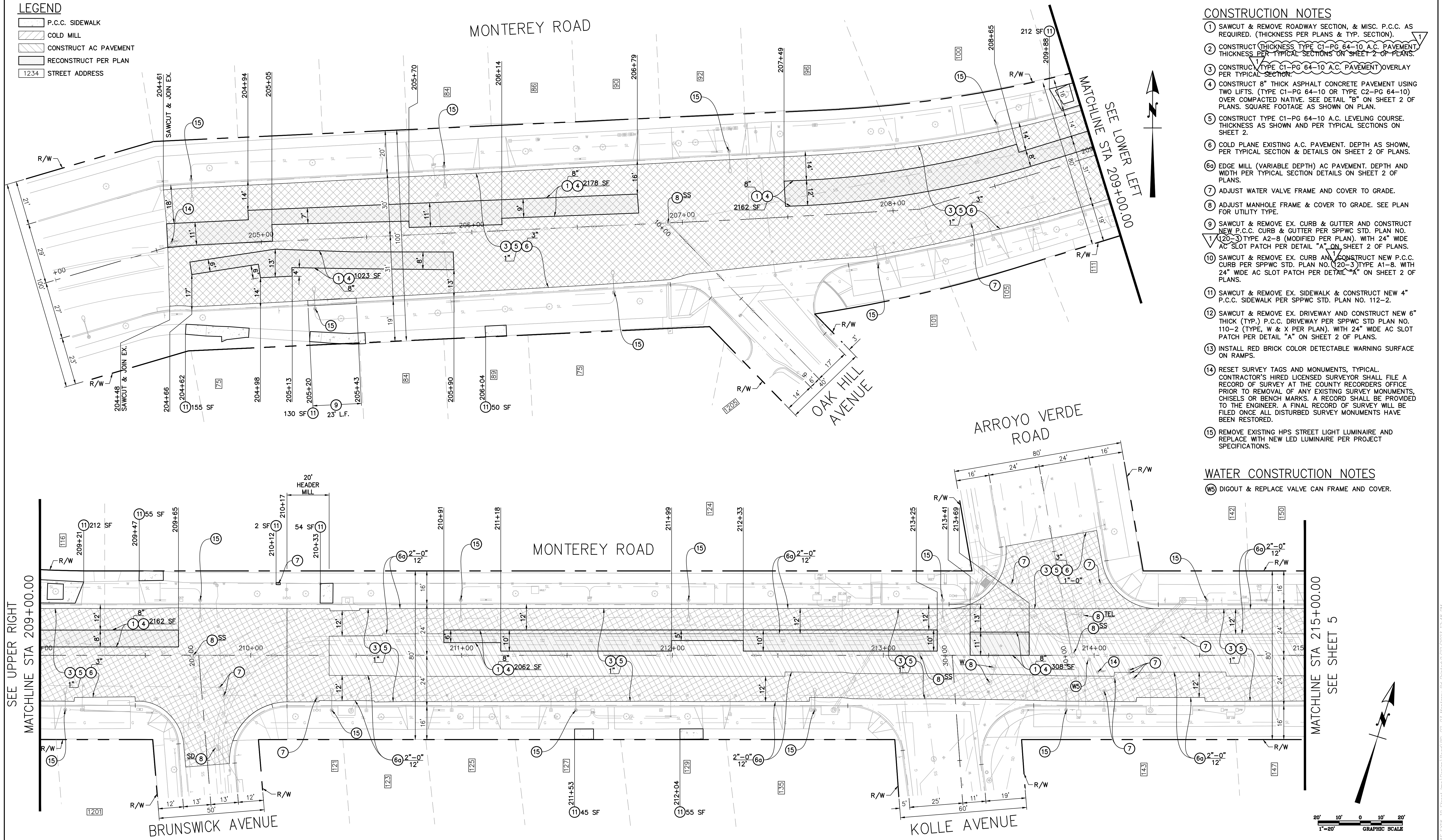
CITY OF SOUTH PASADENA	
ALTA VISTA AVENUE FROM OAK CREST AVENUE TO INDIANA AVENUE	
STREET IMPROVEMENT PLAN	
PROJECT NO.	SHEET NO. 3 OF 13

Path: J:\2019\08\07\08_SCPAS_P19-19_Street Imp Design\Road\RD-01_Alta_Vista_Ave_P19\22\2023_12_48_PM_Revise.dwg, September 21, 2023

LEGEND

-  P.C.C. SIDEWALK
-  COLD MILL
-  CONSTRUCT AC PAVEMENT
-  RECONSTRUCT PER PLAN
-  1234 STREET ADDRESS

MONTEREY ROAD



CONSTRUCTION NOTES

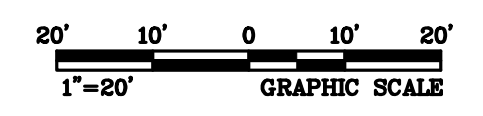
- 1 SAWCUT & REMOVE ROADWAY SECTION, & MISC. P.C.C. AS REQUIRED. (THICKNESS PER PLANS & TYP. SECTION).
- 2 CONSTRUCT THICKNESS TYPE C1-PG 64-10 A.C. PAVEMENT THICKNESS PER TYPICAL SECTIONS ON SHEET 2 OF PLANS.
- 3 CONSTRUCT TYPE C1-PG 64-10 A.C. PAVEMENT OVERLAY PER TYPICAL SECTION.
- 4 CONSTRUCT 8" THICK ASPHALT CONCRETE PAVEMENT USING TWO LIFTS. (TYPE C1-PG 64-10 OR TYPE C2-PG 64-10) OVER COMPACTED NATIVE. SEE DETAIL "B" ON SHEET 2 OF PLANS. SQUARE FOOTAGE AS SHOWN ON PLANS.
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- 6a EDGE MILL (VARIABLE DEPTH) AC PAVEMENT. DEPTH AND WIDTH PER TYPICAL SECTION DETAILS ON SHEET 2 OF PLANS.
- 7 ADJUST WATER VALVE FRAME AND COVER TO GRADE.
- 8 ADJUST MANHOLE FRAME & COVER TO GRADE. SEE PLAN FOR UTILITY TYPE.
- 9 SAWCUT & REMOVE EX. CURB & GUTTER AND CONSTRUCT NEW P.C.C. CURB & GUTTER PER SPPWC STD. PLAN NO. 112-3 TYPE A2-8 (MODIFIED PER PLAN). WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
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- 13 INSTALL RED BRICK COLOR DETECTABLE WARNING SURFACE ON RAMP.
- 14 RESET SURVEY TAGS AND MONUMENTS, TYPICAL. CONTRACTOR'S HIRED LICENSED SURVEYOR SHALL FILE A RECORD OF SURVEY AT THE COUNTY RECORDERS OFFICE PRIOR TO REMOVAL OF ANY EXISTING SURVEY MONUMENTS, CHISELS OR BENCH MARKS. A RECORD SHALL BE PROVIDED TO THE ENGINEER. A FINAL RECORD OF SURVEY WILL BE FILED ONCE ALL DISTURBED SURVEY MONUMENTS HAVE BEEN RESTORED.
- 15 REMOVE EXISTING HPS STREET LIGHT LUMINAIRE AND REPLACE WITH NEW LED LUMINAIRE PER PROJECT SPECIFICATIONS.

WATER CONSTRUCTION NOTES

- WS DIGOUT & REPLACE VALVE CAN FRAME AND COVER.

SEE UPPER RIGHT
MATCHLINE STA 209+00.00

MATCHLINE STA 215+00.00
SEE SHEET 5



Underground Service Alert



811
Know what's below.
Call before you dig.

REVISIONS		
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1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

GIUSEPPE S. CARONIERI
R.C.E. NO.: 79006 EXP. DATE: 03/31/22

4/23/21
DATE



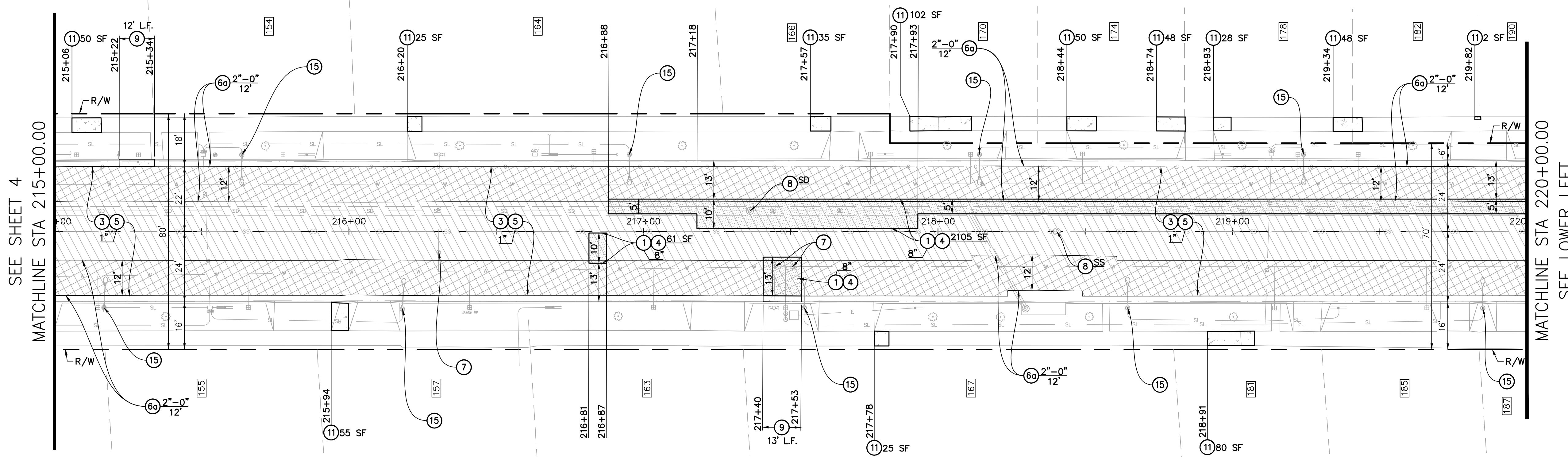
CITY OF SOUTH PASADENA

MONTEREY ROAD
FROM STA 204+00.00 TO STA 215+00.00

STREET IMPROVEMENT PLAN

PROJECT NO. _____
SHEET NO. 4 OF 13

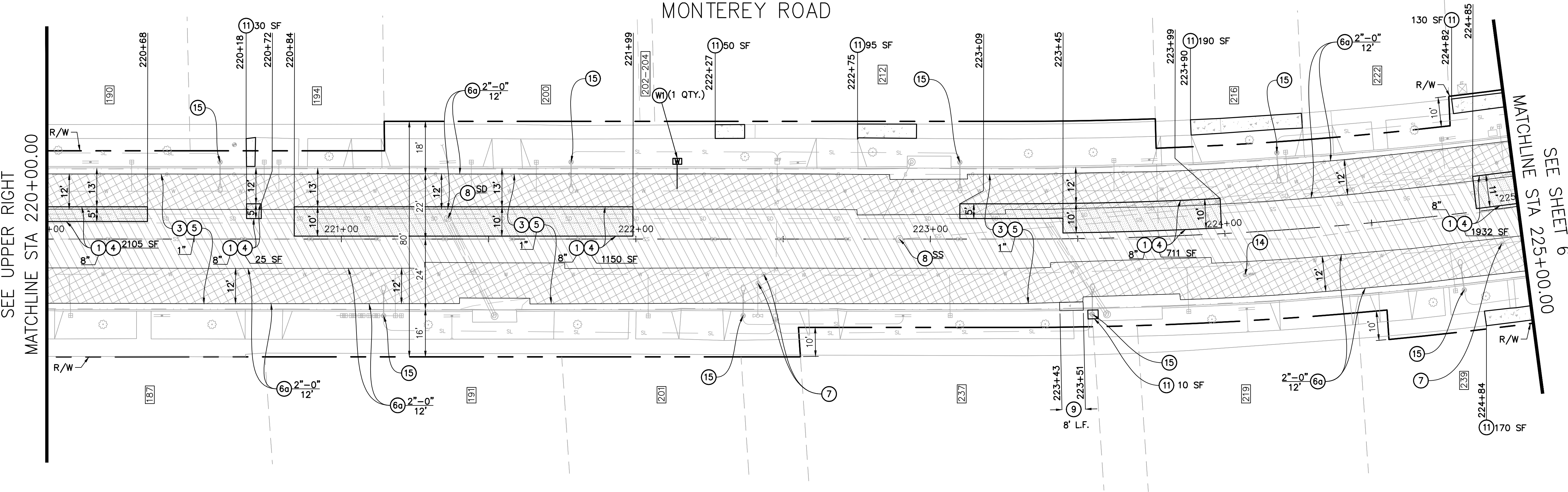
MONTEREY ROAD



SEE SHEET 4
MATCHLINE STA 215+00.00

MATCHLINE STA 220+00.00
SEE LOWER LEFT

MONTEREY ROAD



SEE UPPER RIGHT
MATCHLINE STA 220+00.00

MATCHLINE STA 225+00.00
SEE SHEET 6

CONSTRUCTION NOTES

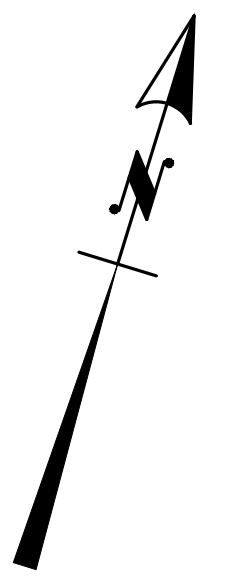
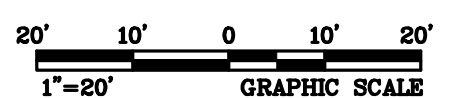
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- ② CONSTRUCT THICKNESS TYPE C1-PG 64-10 A.C. PAVEMENT THICKNESS PER TYPICAL SECTIONS ON SHEET 2 OF PLANS.
- ③ CONSTRUCT TYPE C1-PG 64-10 A.C. PAVEMENT OVERLAY PER TYPICAL SECTION.
- ④ CONSTRUCT 8" THICK ASPHALT CONCRETE PAVEMENT USING TWO LIFTS. (TYPE C1-PG 64-10 OR TYPE C2-PG 64-10) OVER COMPACTED NATIVE. SEE DETAIL "B" ON SHEET 2 OF PLANS. SQUARE FOOTAGE AS SHOWN ON PLAN.
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WATER CONSTRUCTION NOTES

- Ⓜ REMOVE EXISTING AND INSTALL NEW 1.5" SERVICE, BOX & METER AND CONNECT TO EX. WATER SERVICE PER LACWD STD. PLAN W-5.

LEGEND

- P.C.C. SIDEWALK
- COLD MILL
- CONSTRUCT AC PAVEMENT
- RECONSTRUCT PER PLAN
- 1234 STREET ADDRESS



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811
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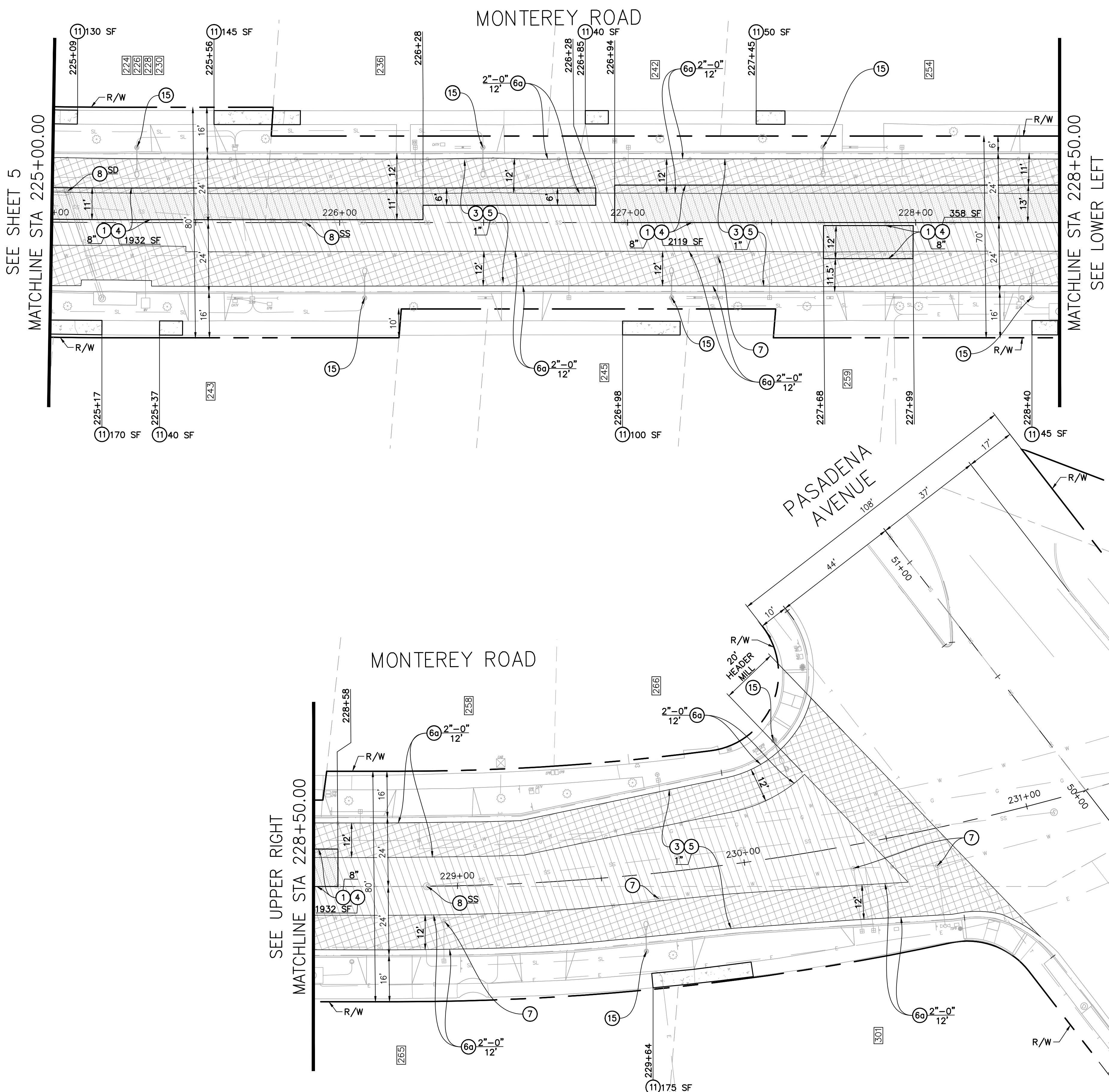
CITY OF SOUTH PASADENA

MONTEREY ROAD
FROM STA 215+00.00 TO STA 225+00.00

STREET IMPROVEMENT PLAN

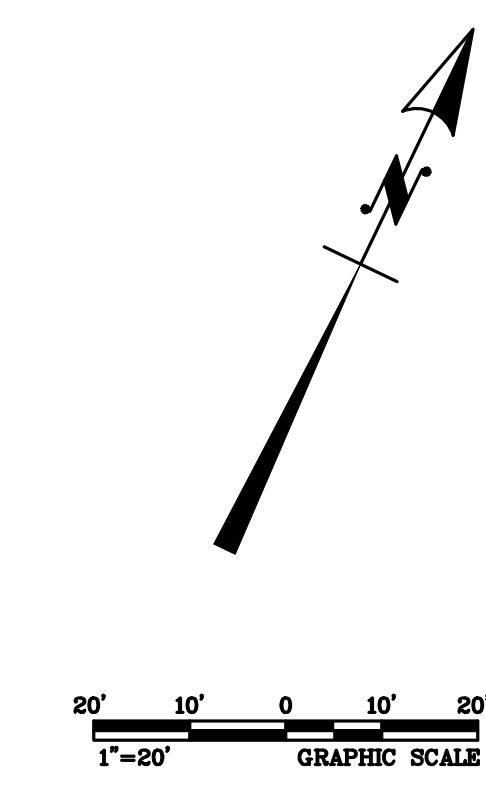
PROJECT NO. _____
SHEET NO. 5 OF 13

Path: J:\2019\08\09\078_Sp_PAS-FY18-19_Street Imp Design\Road\02-03_Monterey Rd Printed: 9/22/2023 12:48 PM
Revised: September 22, 2023



- ### CONSTRUCTION NOTES
- SAWCUT & REMOVE ROADWAY SECTION, & MISC. P.C.C. AS REQUIRED. (THICKNESS PER PLANS & TYP. SECTION).
 - CONSTRUCT THICKNESS TYPE C1-PG 64-10 A.C. PAVEMENT THICKNESS PER TYPICAL SECTIONS ON SHEET 2 OF PLANS.
 - CONSTRUCT TYPE C1-PG 64-10 A.C. PAVEMENT OVERLAY PER TYPICAL SECTION.
 - CONSTRUCT 8" THICK ASPHALT CONCRETE PAVEMENT USING TWO LIFTS. (TYPE C1-PG 64-10 OR TYPE C2-PG 64-10) OVER COMPACTED NATIVE. SEE DETAIL "B" ON SHEET 2 OF PLANS. SQUARE FOOTAGE AS SHOWN ON PLAN.
 - CONSTRUCT TYPE C1-PG 64-10 A.C. LEVELING COURSE. THICKNESS AS SHOWN AND PER TYPICAL SECTIONS ON SHEET 2.
 - COLD PLANE EXISTING A.C. PAVEMENT. DEPTH AS SHOWN, PER TYPICAL SECTION & DETAILS ON SHEET 2 OF PLANS.
 - EDGE MILL (VARIABLE DEPTH) AC PAVEMENT. DEPTH AND WIDTH PER TYPICAL SECTION DETAILS ON SHEET 2 OF PLANS.
 - ADJUST WATER VALVE FRAME AND COVER TO GRADE.
 - ADJUST MANHOLE FRAME & COVER TO GRADE. SEE PLAN FOR UTILITY TYPE.
 - SAWCUT & REMOVE EX. CURB & GUTTER AND CONSTRUCT NEW P.C.C. CURB & GUTTER PER SPPWC STD. PLAN NO. 112-3 TYPE A2-8 (MODIFIED PER PLAN), WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
 - SAWCUT & REMOVE EX. CURB AND CONSTRUCT NEW P.C.C. CURB PER SPPWC STD. PLAN NO. 112-3 TYPE A1-8, WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
 - SAWCUT & REMOVE EX. SIDEWALK & CONSTRUCT NEW 4" P.C.C. SIDEWALK PER SPPWC STD. PLAN NO. 112-2.
 - SAWCUT & REMOVE EX. DRIVEWAY AND CONSTRUCT NEW 6" THICK (TYP.) P.C.C. DRIVEWAY PER SPPWC STD. PLAN NO. 110-2 (TYPE, W & X PER PLAN), WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
 - INSTALL RED BRICK COLOR DETECTABLE WARNING SURFACE ON RAMPS.
 - RESET SURVEY TAGS AND MONUMENTS, TYPICAL. CONTRACTOR'S HIRED LICENSED SURVEYOR SHALL FILE A RECORD OF SURVEY AT THE COUNTY RECORDERS OFFICE PRIOR TO REMOVAL OF ANY EXISTING SURVEY MONUMENTS, CHISELS OR BENCH MARKS. A RECORD SHALL BE PROVIDED TO THE ENGINEER. A FINAL RECORD OF SURVEY WILL BE FILED ONCE ALL DISTURBED SURVEY MONUMENTS HAVE BEEN RESTORED.
 - REMOVE EXISTING HPS STREET LIGHT LUMINAIRE AND REPLACE WITH NEW LED LUMINAIRE PER PROJECT SPECIFICATIONS.

- ### LEGEND
- P.C.C. SIDEWALK
 - COLD MILL
 - CONSTRUCT AC PAVEMENT
 - RECONSTRUCT PER PLAN
 - STREET ADDRESS



Underground Service Alert

REVISIONS		
NO.	DESCRIPTION	APP. DATE
1	UPDATED STANDARD PLANS AND SPECIFICATIONS REFERENCES. CHANGE ARHM TO CONVENTIONAL AC.	

BASIS OF BEARING	
THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CC583, ZONE 5, (2018.50) IN ACCORDANCE TO THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819. SAID BEARINGS ARE DETERMINED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING LEICA SMARTNET NORTH AMERICA REFERENCE NETWORK STATIONS (C.O.R.S.):	
CALA: NORTHING = 1861876.14' EASTING = 6488475.40'	CASF: NORTHING = 1800811.26' EASTING = 6537401.39'

BENCH MARK	
ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF SOUTH PASADENA BENCHMARK, ELEVATION 602.95 FEET (NAVD 88).	
DESCRIPTION: IN THE CITY OF SOUTH PASADENA, IN THE SOUTHWEST CORNER OF MONTEREY ROAD AND KOLLE AVENUE, 16.46' W (54.00 FT) WEST OF THE CENTERLINE OF KOLLE AVENUE, 7.62' M (25.00 FT) SOUTH OF THE CENTERLINE OF MONTEREY ROAD, STATION IS IN THE NORTHWESTERLY CORNER OF A 1.22 M (4.00 FT) BY 2.44 M (8.01 FT) CONCRETE CATCH BASIN.	

CITY OF SOUTH PASADENA	
REVIEWED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23
APPROVED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23

1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (626) 260-4703 Fax: (626) 260-4705

GIUSEPPE S. CANTONIERI
R.C.E. NO.: 79006 EXP. DATE: 03/31/22

4/23/21
DATE

CITY OF SOUTH PASADENA

MONTEREY ROAD
FROM STA 225+00.00 TO STA 232+50.00

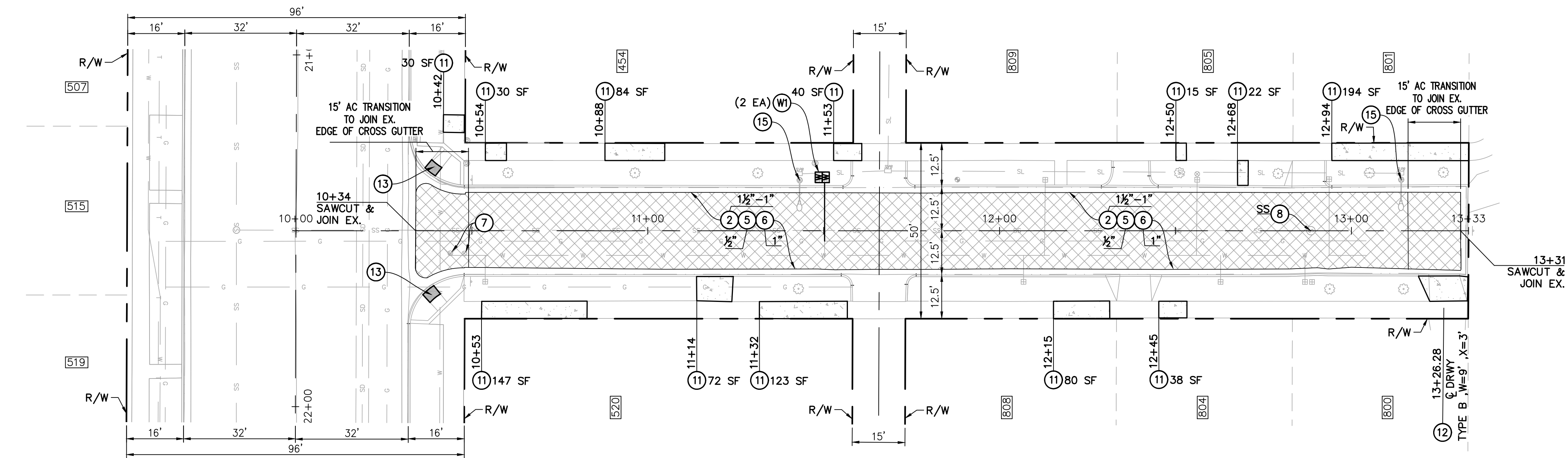
STREET IMPROVEMENT PLAN

PROJECT NO.
SHEET NO. 6 OF 13

Path: J:\2019\0891078_Sp_PAS-FY18-19_Street Imp Design\Road\RD-02-03_Monterey Rd Printed: 9/22/2023 12:49 PM
 Revised: September 22, 2023

MISSION STREET

FOREST AVENUE



CONSTRUCTION NOTES

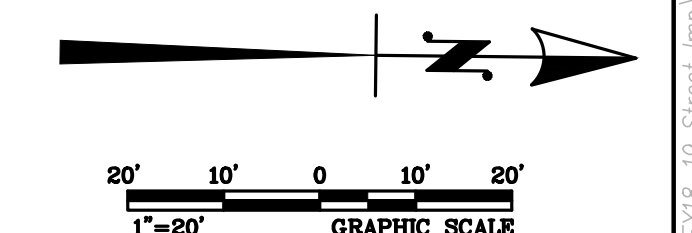
- 1 SAWCUT & REMOVE ROADWAY SECTION, & MISC. P.C.C. AS REQUIRED. (THICKNESS PER PLANS & TYP. SECTION).
- 2 CONSTRUCT THICKNESS TYPE C1-PG 64-10 A.C. PAVEMENT THICKNESS PER TYPICAL SECTIONS ON SHEET 2 OF PLANS.
- 3 CONSTRUCT TYPE C1-PG 64-10 A.C. PAVEMENT OVERLAY PER TYPICAL SECTION.
- 4 CONSTRUCT 8" THICK ASPHALT CONCRETE PAVEMENT USING TWO LIFTS. (TYPE C1-PG 64-10 OR TYPE C2-PG 64-10) OVER COMPACTED NATIVE. SEE DETAIL "B" ON SHEET 2 OF PLANS. SQUARE FOOTAGE AS SHOWN ON PLAN.
- 5 CONSTRUCT TYPE C1-PG 64-10 A.C. LEVELING COURSE. THICKNESS AS SHOWN AND PER TYPICAL SECTIONS ON SHEET 2.
- 6 COLD PLANE EXISTING A.C. PAVEMENT. DEPTH AS SHOWN, PER TYPICAL SECTION & DETAILS ON SHEET 2 OF PLANS.
- 6a EDGE MILL (VARIABLE DEPTH) AC PAVEMENT. DEPTH AND WIDTH PER TYPICAL SECTION DETAILS ON SHEET 2 OF PLANS.
- 7 ADJUST WATER VALVE FRAME AND COVER TO GRADE.
- 8 ADJUST MANHOLE FRAME & COVER TO GRADE. SEE PLAN FOR UTILITY TYPE.
- 9 SAWCUT & REMOVE EX. CURB & GUTTER AND CONSTRUCT NEW P.C.C. CURB & GUTTER PER SPPWC STD. PLAN NO. 120-3 TYPE A2-8 (MODIFIED PER PLAN). WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
- 10 SAWCUT & REMOVE EX. CURB AND CONSTRUCT NEW P.C.C. CURB PER SPPWC STD. PLAN NO. 120-3 TYPE A1-8. WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
- 11 SAWCUT & REMOVE EX. SIDEWALK & CONSTRUCT NEW 4" P.C.C. SIDEWALK PER SPPWC STD. PLAN NO. 112-2.
- 12 SAWCUT & REMOVE EX. DRIVEWAY AND CONSTRUCT NEW 6" THICK (TYP.) P.C.C. DRIVEWAY PER SPPWC STD PLAN NO. 110-2 (TYPE, W & X PER PLAN). WITH 24" WIDE AC SLOT PATCH PER DETAIL "A" ON SHEET 2 OF PLANS.
- 13 INSTALL RED BRICK COLOR DETECTABLE WARNING SURFACE ON RAMPS.
- 14 RESET SURVEY TAGS AND MONUMENTS. TYPICAL CONTRACTOR'S HIRED LICENSED SURVEYOR SHALL FILE A RECORD OF SURVEY AT THE COUNTY RECORDERS OFFICE PRIOR TO REMOVAL OF ANY EXISTING SURVEY MONUMENTS, CHISELS OR BENCH MARKS. A RECORD SHALL BE PROVIDED TO THE ENGINEER. A FINAL RECORD OF SURVEY WILL BE FILED ONCE ALL DISTURBED SURVEY MONUMENTS HAVE BEEN RESTORED.
- 15 REMOVE EXISTING HPS STREET LIGHT LUMINAIRE AND REPLACE WITH NEW LED LUMINAIRE PER PROJECT SPECIFICATIONS.

WATER CONSTRUCTION NOTES

- W1 REMOVE EXISTING AND INSTALL NEW 1.5" SERVICE, BOX & METER AND CONNECT TO EX. WATER SERVICE PER LACWD STD. PLAN W-5.

LEGEND

- P.C.C. SIDEWALK
- COLD MILL
- CONSTRUCT AC PAVEMENT
- RECONSTRUCT PER PLAN
- STREET ADDRESS



Underground Service Alert

REVISIONS		
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CITY OF SOUTH PASADENA	
REVIEWED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23
APPROVED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23

1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

GIUSEPPE S. CANTONIERI
R.C.E. NO.: 79006 EXP. DATE: 03/31/22

4/23/21
DATE

CITY OF SOUTH PASADENA

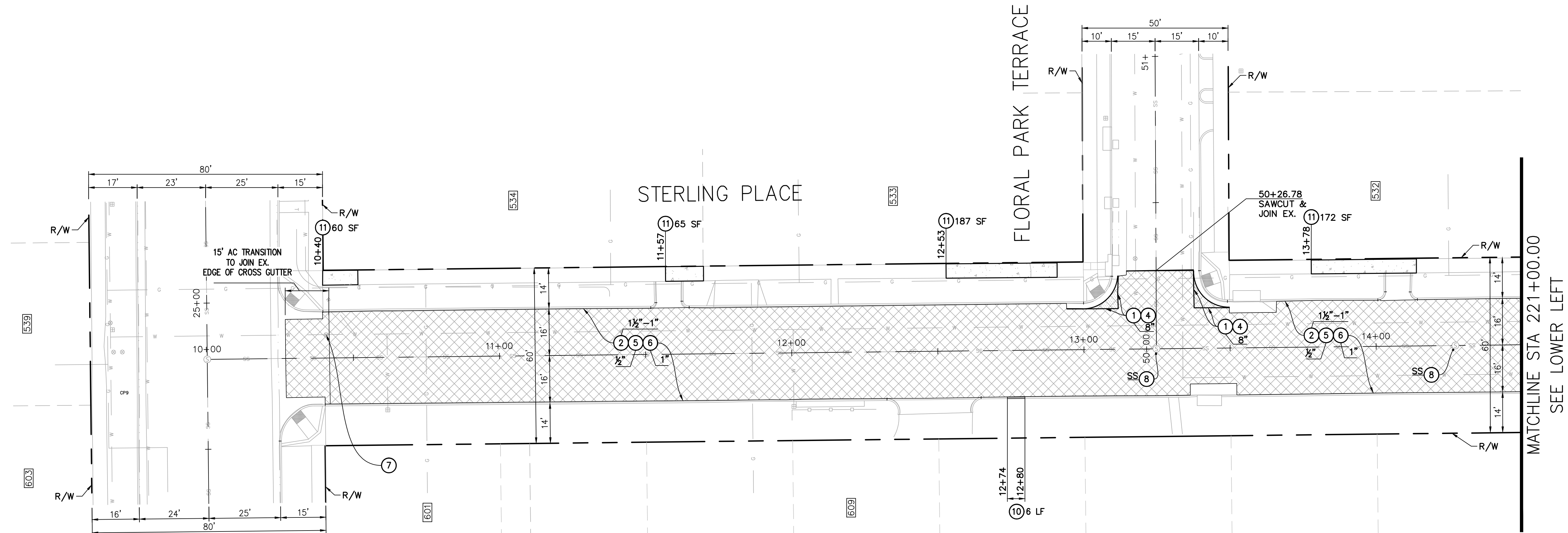
FOREST AVENUE
FROM STA 10+00.00 TO STA 13+33.30

STREET IMPROVEMENT PLAN

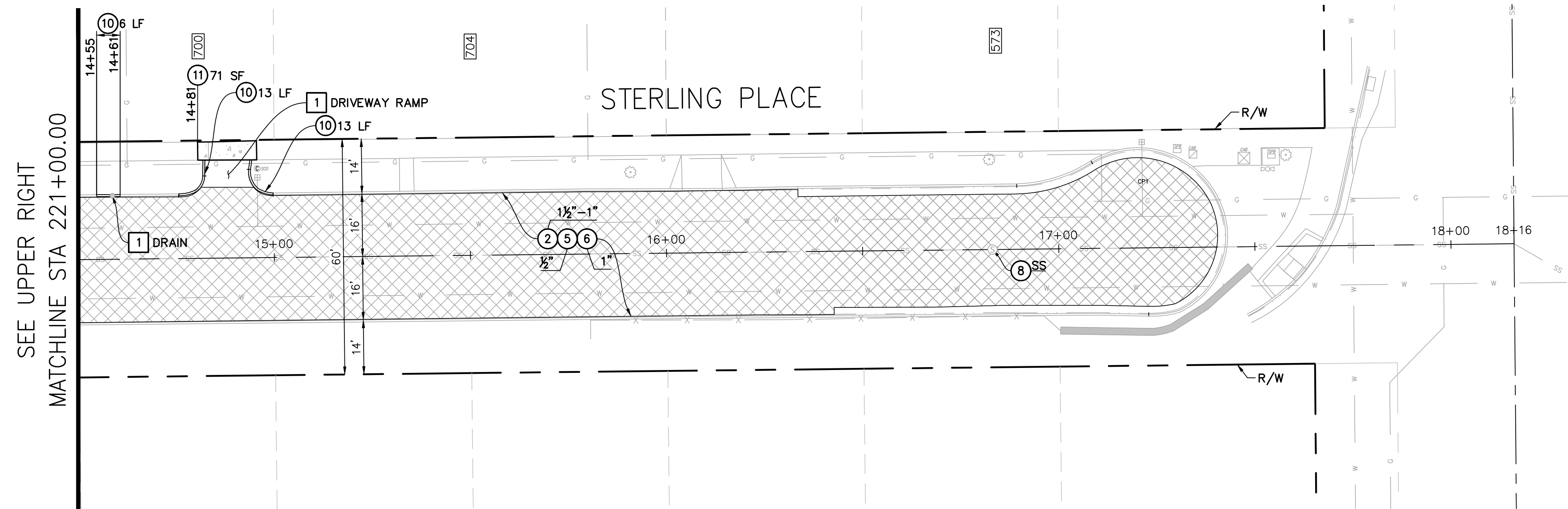
PROJECT NO.
SHEET NO. 7 OF 13

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Revised: September 21, 2023

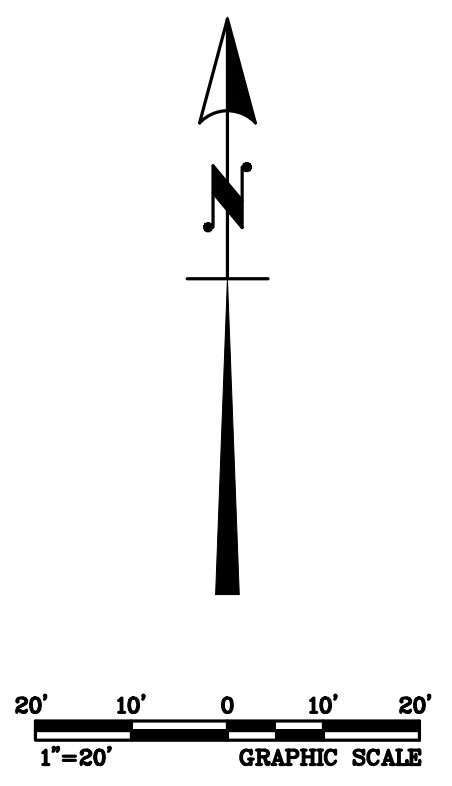
GRAND AVENUE



- ### CONSTRUCTION NOTES
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- ### DISPOSITION NOTES
- PROTECT IN PLACE
- ### LEGEND
- P.C.C. SIDEWALK
 - COLD MILL
 - CONSTRUCT AC PAVEMENT
 - RECONSTRUCT PER PLAN
 - 1234 STREET ADDRESS



Underground Service Alert

Know what's below.
Call before you dig.

REVISIONS		
NO.	DESCRIPTION	APP. DATE
1	UPDATED STANDARD PLANS AND SPECIFICATIONS REFERENCES. CHANGE ARHM TO CONVENTIONAL AC.	

BASIS OF BEARING	
CALA: NORTHING = 1861876.14' EASTING = 6488475.40'	CASF: NORTHING = 1800811.26' EASTING = 6537401.39'

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CITY OF SOUTH PASADENA

REVIEWED BY: SEE ORIGINAL APPROVED PLAN DATE: 8/7/23

APPROVED BY: SEE ORIGINAL APPROVED PLAN DATE: 8/7/23

1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

GIUSEPPE S. CANTONIERI
R.C.E. NO.: 79006 EXP. DATE: 03/31/22

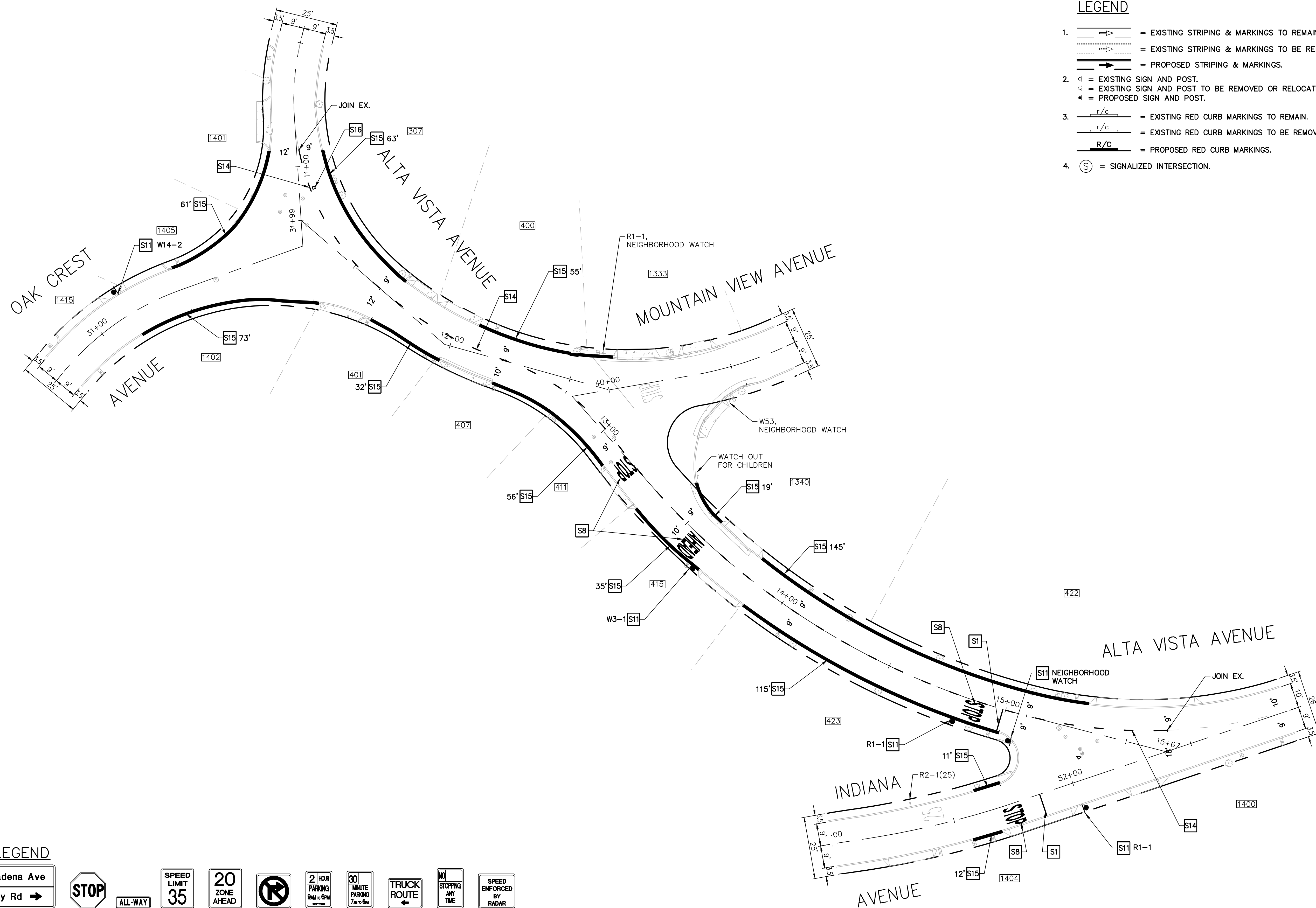
4/23/21
DATE

CITY OF SOUTH PASADENA

STERLING PLACE
FROM STA 10+00.00 TO STA 18+16.00

STREET IMPROVEMENT PLAN

PROJECT NO.
SHEET NO. 8 OF 13



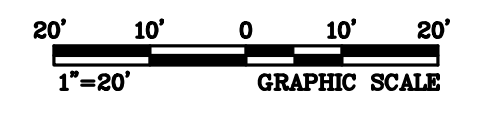
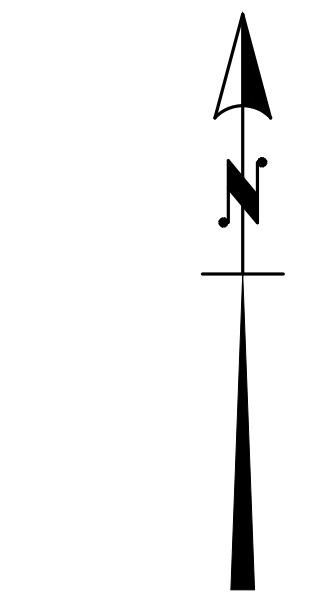
LEGEND

- = EXISTING STRIPING & MARKINGS TO REMAIN.
 = EXISTING STRIPING & MARKINGS TO BE REMOVED.
 = PROPOSED STRIPING & MARKINGS.
- = EXISTING SIGN AND POST.
 = EXISTING SIGN AND POST TO BE REMOVED OR RELOCATED.
 = PROPOSED SIGN AND POST.
- = EXISTING RED CURB MARKINGS TO REMAIN.
 = EXISTING RED CURB MARKINGS TO BE REMOVED.
 = PROPOSED RED CURB MARKINGS.
- = SIGNALIZED INTERSECTION.

SIGNING & STRIPING CONSTRUCTION NOTES

- ALL WORK AND MATERIALS SHALL CONFORM TO THE 2023 CALTRANS STANDARD PLANS, 2023 CALTRANS STANDARD SPECIFICATIONS AND THE 2014 CA MUTCD (REV 7).
- INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A240.
- INSTALL WHITE BASIC CROSSWALK PER CALTRANS STD. PLAN DETAIL A24F.
- INSTALL 4" SOLID WHITE LINE
- INSTALL DOUBLE YELLOW LINE PER CALTRANS STD. PLAN A20A (DETAIL 22).
- INSTALL CHANNELIZING LINE PER CALTRANS STD. PLAN A20D (DETAIL 38).
- INSTALL BIKE LANE LINE PER CALTRANS STD. PLAN A20D (DETAIL 39).
- INSTALL BIKE LANE INTERSECTION LINE PER CALTRANS STD. PLAN A20D (DETAIL 39A), WITH GREEN COLORED PAVEMENT MARKING PER DETAIL "A" SHOWN HEREON.
- INSTALL BIKE LANE INTERSECTION LINE PER CALTRANS STD. PLAN A20D (DETAIL 39A).
- INSTALL WHITE PAVEMENT LEGEND AS SHOWN PER CALTRANS STD. PLANS.
- INSTALL ARROW PAVEMENT MARKING AS SHOWN PER CALTRANS STD. PLAN A24A.
- INSTALL WHITE CHEVRON MARKINGS AT 25' C-C APART.
- REMOVE EXISTING TRAFFIC SIGN AND POST. INSTALL NEW SIGN ON NEW POST OR STREET LIGHT.
- INSTALL NEW TRAFFIC SIGN ON NEW POST OR ON EXISTING STREET LIGHT POLE AS SHOWN.
- REMOVE EXISTING TRAFFIC SIGN AND POST (IF APPLICABLE).
- INSTALL YELLOW CENTERLINE PER CALTRANS STD. PLAN A20A (DETAIL 1).
- SAND BLAST EXISTING RED CURB (IF APPLICABLE) AND REPAINT WITH 2 COATS OF RED PAINT.
- INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER FIGURE 38-102(CA) PER CA MUTCD.
- INSTALL DOUBLE YELLOW MEDIAN ISLAND STRIPING PER CALTRANS STD. PLAN A20B (DETAIL 29).
- INSTALL VEHICLE DETECTOR LOOPS PER CALTRANS STANDARD PLANS. FRONT LOOPS SHALL BE BICYCLE LOOPS PER LADOT STD. PLAN S-70.1D(CASE II). ALL OTHER LOOPS SHALL BE TYPE E PER CALTRANS STD PLAN ES-5B. RE-USE EXISTING STUB-OUT AND EXISTING D.L.C. IN PULLBOX.
- INSTALL YELLOW CONTINENTAL CROSSWALK. SEE DETAIL "C" SHOWN HEREON FOR SPACING.
- REMOVE ALL CONFLICTING STRIPING.
- INSTALL STREET NAME SIGN PER CITY OF SOUTH PASADENA STDS.
- INSTALL ENNIS FLINT PREMARK BIKE LANE GREEN PAVEMENT MARKING WITH VIZIGRIP (OR CITY APPROVED EQUAL) PER DETAIL "B" HEREON.
- INSTALL BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN A24C.

SIGN LEGEND



Underground Service Alert

REVISIONS		
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CITY OF SOUTH PASADENA
REVIEWED BY: SEE ORIGINAL APPROVED PLAN DATE: 8/7/23
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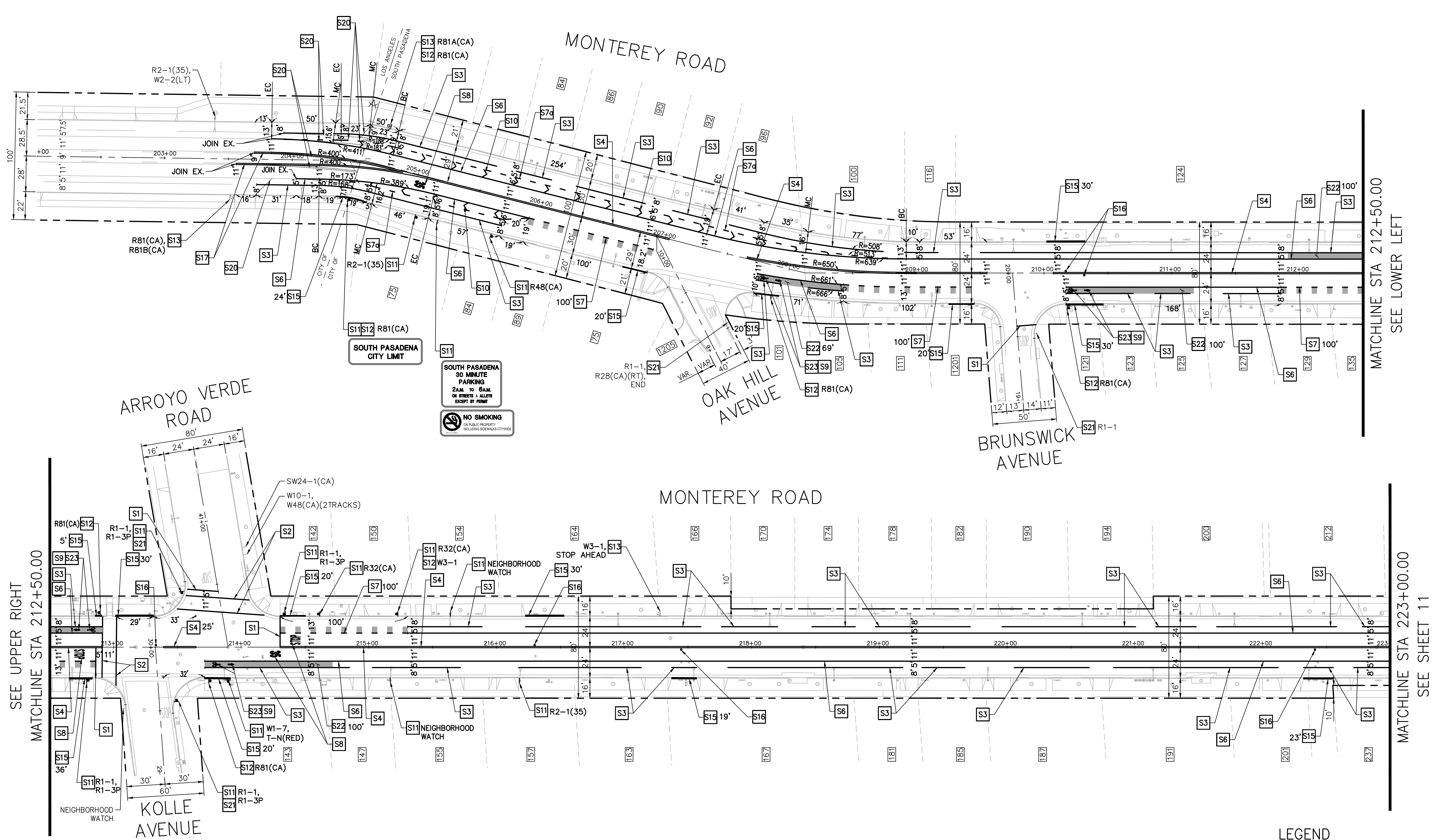
1100 Corporate Center Drive, Suite 201
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Tel: (323) 260-4703 Fax: (323) 260-4705

GIUSEPPE S. CARONIERI
R.C.E. NO.: 79006 EXP. DATE: 03/31/22

CITY OF SOUTH PASADENA
ALTA VISTA AVENUE
FROM OAK CREST AVENUE TO INDIANA AVENUE
STRIPING AND SIGNAGE PLAN
PROJECT NO. _____
SHEET NO. 9 OF 13

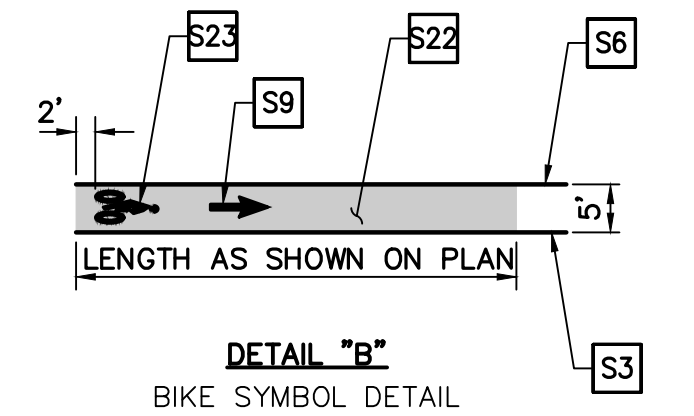
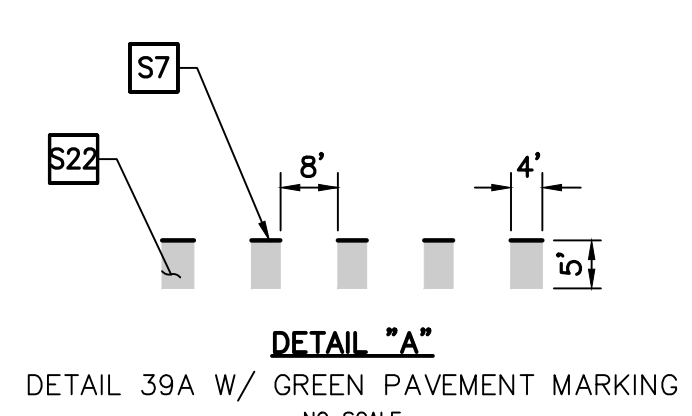
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- S1 INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A240.
 - S2 INSTALL WHITE BASIC CROSSWALK PER CALTRANS STD. PLAN DETAIL A24F.
 - S3 INSTALL 4" SOLID WHITE LINE
 - S4 INSTALL DOUBLE YELLOW LINE PER CALTRANS STD. PLAN A20A (DETAIL 22).
 - S5 INSTALL CHANNELIZING LINE PER CALTRANS STD. PLAN A20D (DETAIL 38).
 - S6 INSTALL BIKE LANE LINE PER CALTRANS STD. PLAN A20D (DETAIL 39).
 - S7 INSTALL BIKE LANE INTERSECTION LINE PER CALTRANS STD. PLAN A20D (DETAIL 39A), WITH GREEN COLORED PAVEMENT MARKING PER DETAIL "A" SHOWN HEREON.
 - S7a INSTALL BIKE LANE INTERSECTION LINE PER CALTRANS STD. PLAN A20D (DETAIL 39A).
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 - S10 INSTALL WHITE CHEVRON MARKINGS AT 25' C-C APART.
 - S11 REMOVE EXISTING TRAFFIC SIGN AND POST. INSTALL NEW SIGN ON NEW POST OR STREET LIGHT.
 - S12 INSTALL NEW TRAFFIC SIGN ON NEW POST OR ON EXISTING STREET LIGHT POLE AS SHOWN.
 - S13 REMOVE EXISTING TRAFFIC SIGN AND POST (IF APPLICABLE).
 - S14 INSTALL YELLOW CENTERLINE PER CALTRANS STD. PLAN A20A (DETAIL 1).
 - S15 SAND BLAST EXISTING RED CURB (IF APPLICABLE) AND REPAINT WITH 2 COATS OF RED PAINT.
 - S16 INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER FIGURE (38-102(CA)) PER CA MUTCD.
 - S17 INSTALL DOUBLE YELLOW MEDIAN ISLAND STRIPING PER CALTRANS STD. PLAN A20B (DETAIL 29).
 - S18 INSTALL VEHICLE DETECTOR LOOPS PER CALTRANS STANDARD PLANS. FRONT LOOPS SHALL BE BICYCLE LOOPS PER LADOT STD. PLAN S-70.1D(CASE II). ALL OTHER LOOPS SHALL BE TYPE E PER CALTRANS STD PLAN ES-5B. RE-USE EXISTING STUB-OUT AND EXISTING D.L.C. IN PULLBOX.
 - S19 INSTALL YELLOW CONTINENTAL CROSSWALK. SEE DETAIL "C" SHOWN HEREON FOR SPACING.
 - S20 REMOVE ALL CONFLICTING STRIPING.
 - S21 INSTALL STREET NAME SIGN PER CITY OF SOUTH PASADENA STDS.
 - S22 INSTALL ENNIS FLINT PREMARK BIKE LANE GREEN PAVEMENT MARKING WITH VIZIGRIP (OR CITY APPROVED EQUAL) PER DETAIL "B" HEREON.
 - S23 INSTALL BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN A24C.



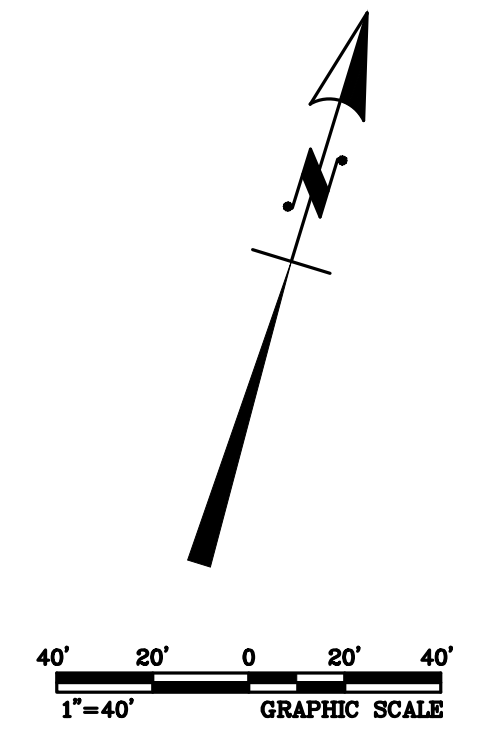
SIGN LEGEND

D1-2	R1-1	R1-3P	R2-1(35)	R2-4(CA)(20)	R3-1	R32(CA)	R32D(CA)	R14-1(LT)	R26(S)(CA)	R48(CA)
R61-13(CA)	R81(CA)	R81B(CA)	R99(RT)	TYPE-N(RED)	W1-7	W3-1	W10-1	W14-2	W48(CA)(2TRACKS)	



LEGEND

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 = EXISTING STRIPING & MARKINGS TO BE REMOVED.
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 = PROPOSED RED CURB MARKINGS.
- = SIGNALIZED INTERSECTION.



Underground Service Alert

811
Know what's below.
Call before you dig.

REVISIONS		
NO.	DESCRIPTION	APP. DATE
1	UPDATED STANDARD PLANS AND SPECIFICATIONS REFERENCES. CHANGE ARHM TO CONVENTIONAL AC.	

BASIS OF BEARING	
CALA: NORTHING = 1861876.14' EASTING = 6488475.40'	CASF: NORTHING = 1800811.26' EASTING = 6537401.39'

BENCH MARK
ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF SOUTH PASADENA BENCHMARK, ELEVATION 602.95 FEET (NAVD 88).
DESCRIPTION: IN THE CITY OF SOUTH PASADENA, IN THE SOUTHWEST CORNER OF MONTEREY ROAD AND KOLLE AVENUE, 16.46' W (54.00 FT) WEST OF THE CENTERLINE OF KOLLE AVENUE, 7.62' M (25.00 FT) SOUTH OF THE CENTERLINE OF MONTEREY ROAD, STATION IS IN THE NORTHWESTERLY CORNER OF A 1.22 M (4.00 FT) BY 2.44 M (8.01 FT) CONCRETE CATCH BASIN.

CITY OF SOUTH PASADENA	
REVIEWED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23
APPROVED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23

1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

GIUSEPPE S. CANTONIERI
R.C.E. NO.: 79006 EXP. DATE: 03/31/22

4/23/21
DATE

CITY OF SOUTH PASADENA

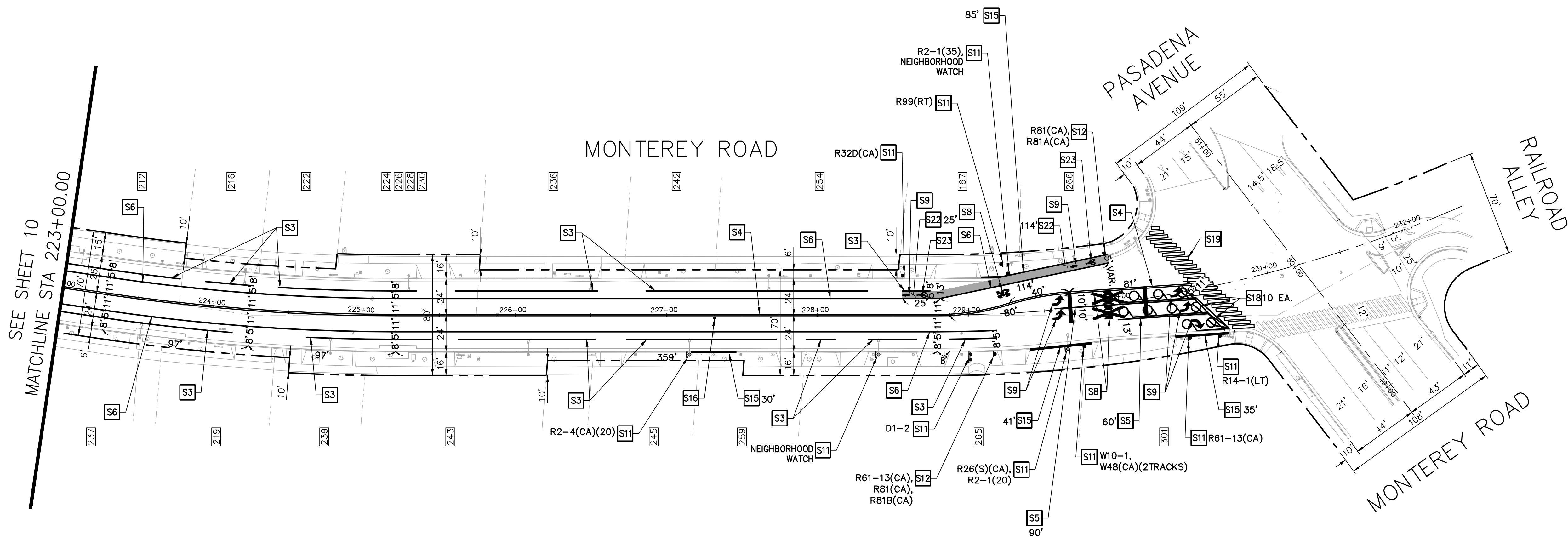
MONTEREY ROAD
FROM OAK HILL AVENUE TO ARROYO VERDE ROAD

STRIPING AND SIGNAGE PLAN

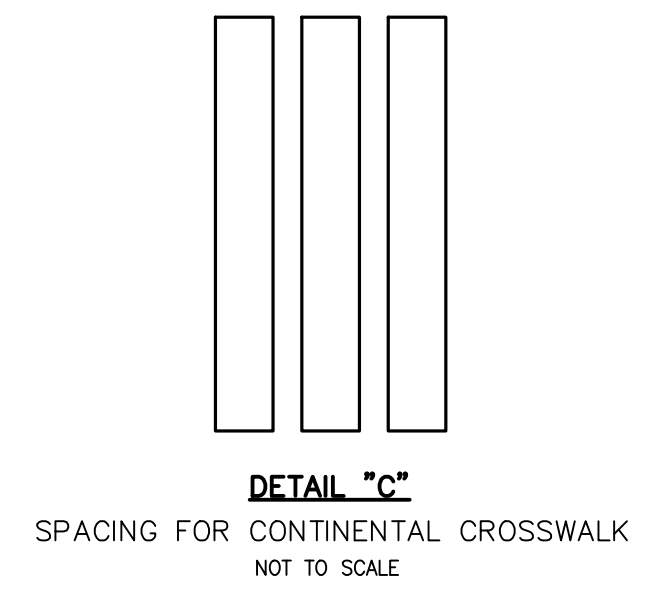
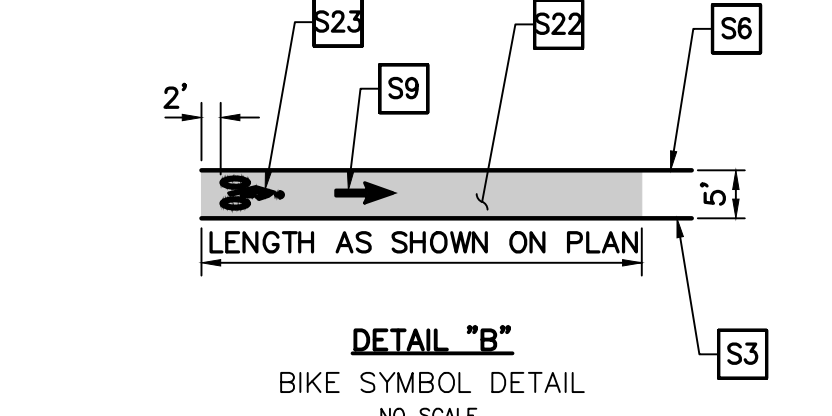
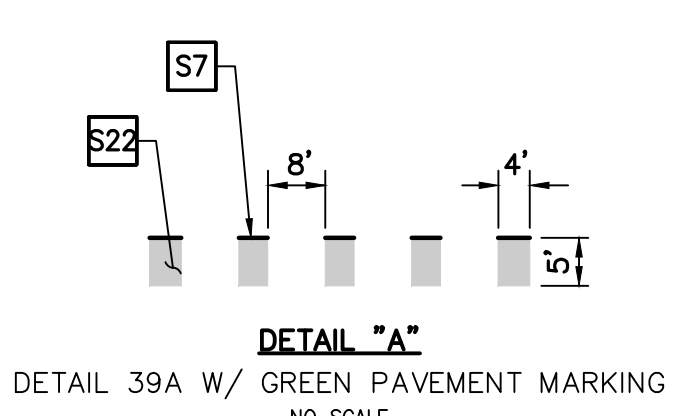
PROJECT NO. _____
SHEET NO. 10 OF 13

SIGNING & STRIPING CONSTRUCTION NOTES

- 1 ALL WORK AND MATERIALS SHALL CONFORM TO THE 2023 CALTRANS STANDARD PLANS, 2023 CALTRANS STANDARD SPECIFICATIONS AND THE 2014 CA MUTCD (REV 7).
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 - S2 INSTALL WHITE BASIC CROSSWALK PER CALTRANS STD. PLAN DETAIL A24F.
 - S3 INSTALL 4" SOLID WHITE LINE
 - S4 INSTALL DOUBLE YELLOW LINE PER CALTRANS STD. PLAN A20A (DETAIL 22).
 - S5 INSTALL CHANNELIZING LINE PER CALTRANS STD. PLAN A20D (DETAIL 38).
 - S6 INSTALL BIKE LANE LINE PER CALTRANS STD. PLAN A20D (DETAIL 39).
 - S7 INSTALL BIKE LANE INTERSECTION LINE PER CALTRANS STD. PLAN A20D (DETAIL 39A), WITH GREEN COLORED PAVEMENT MARKING PER DETAIL "A" SHOWN HEREON.
 - S7a INSTALL BIKE LANE INTERSECTION LINE PER CALTRANS STD. PLAN A20D (DETAIL 39A).
 - S8 INSTALL WHITE PAVEMENT LEGEND AS SHOWN PER CALTRANS STD. PLANS.
 - S9 INSTALL ARROW PAVEMENT MARKING AS SHOWN PER CALTRANS STD. PLAN A24A.
 - S10 INSTALL WHITE CHEVRON MARKINGS AT 25' C-C APART.
 - S11 REMOVE EXISTING TRAFFIC SIGN AND POST. INSTALL NEW SIGN ON NEW POST OR STREET LIGHT.
 - S12 INSTALL NEW TRAFFIC SIGN ON NEW POST OR ON EXISTING STREET LIGHT POLE AS SHOWN.
 - S13 REMOVE EXISTING TRAFFIC SIGN AND POST (IF APPLICABLE).
 - S14 INSTALL YELLOW CENTERLINE PER CALTRANS STD. PLAN A20A (DETAIL 1).
 - S15 SAND BLAST EXISTING RED CURB (IF APPLICABLE) AND REPAINT WITH 2 COATS OF RED PAINT.
 - S16 INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER FIGURE 3B-102(CA) PER CA MUTCD.
 - S17 INSTALL DOUBLE YELLOW MEDIAN ISLAND STRIPING PER CALTRANS STD. PLAN A20B (DETAIL 29).
 - S18 INSTALL VEHICLE DETECTOR LOOPS PER CALTRANS STANDARD PLANS. FRONT LOOPS SHALL BE BICYCLE LOOPS PER LADOT STD. PLAN S-70.1D(CASE II). ALL OTHER LOOPS SHALL BE TYPE E PER CALTRANS STD PLAN ES-5B. RE-USE EXISTING STUB-OUT AND EXISTING D.L.C. IN PULLBOX.
 - S19 INSTALL YELLOW CONTINENTAL CROSSWALK. SEE DETAIL "C" SHOWN HEREON FOR SPACING.
 - S20 REMOVE ALL CONFLICTING STRIPING.
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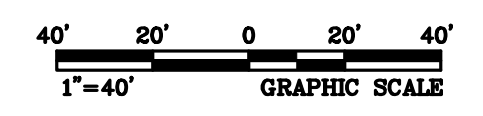


SIGN LEGEND



LEGEND

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Underground Service Alert

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CITY OF SOUTH PASADENA	
REVIEWED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23
APPROVED BY: SEE ORIGINAL APPROVED PLAN	DATE: 8/7/23

1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

GIUSEPPE S. CARONIERI
R.C.E. NO.: 79006 EXP. DATE: 03/31/22

4/23/21
DATE

CITY OF SOUTH PASADENA

MONTEREY ROAD
FROM ARROYO VERDE ROAD TO PASADENA AVENUE

STRIPING AND SIGNAGE PLAN

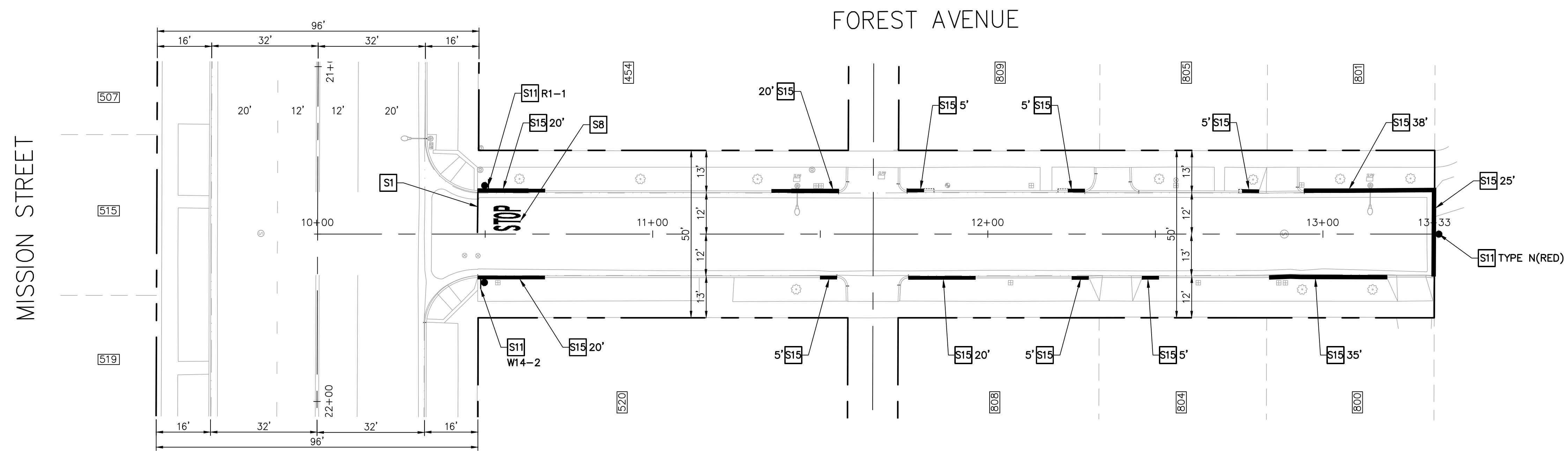
PROJECT NO. _____
SHEET NO. 11 OF 13

LEGEND

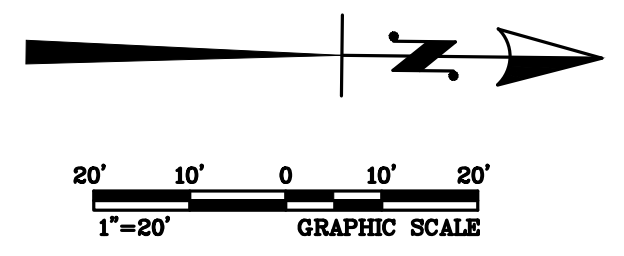
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Underground Service Alert

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CITY OF SOUTH PASADENA

REVIEWED BY: SEE ORIGINAL APPROVED PLAN DATE: 8/7/23

APPROVED BY: SEE ORIGINAL APPROVED PLAN DATE: 8/7/23

1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

GIUSEPPE S. CARONIERI
R.C.E. NO.: 79006 EXP. DATE: 03/31/22

4/23/21
DATE

CITY OF SOUTH PASADENA

FOREST AVENUE
FROM MISSION STREET

STRIPING AND SIGNAGE PLAN

PROJECT NO.
SHEET NO. 12 OF 13

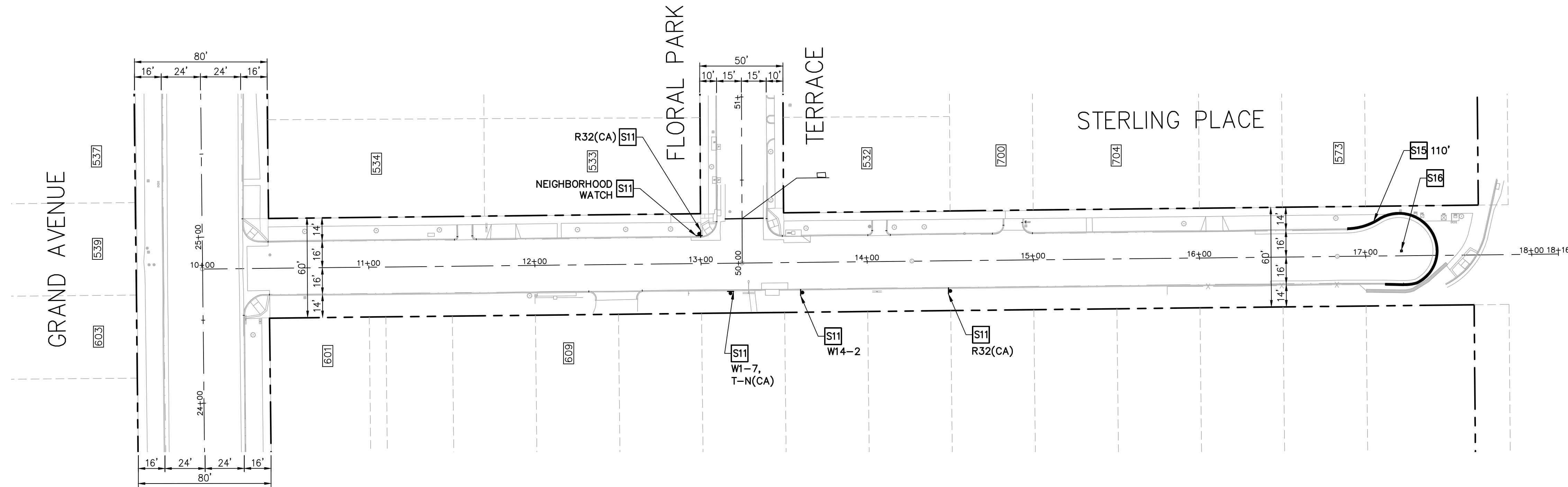
Path: J:\2019\03\08_So_PAS_FY18-19_Street Imp Design\Signing & Striping\SS-04 Forest Ave Planets\9/22/2023 12:52 PM
Revised: August 7, 2023

LEGEND

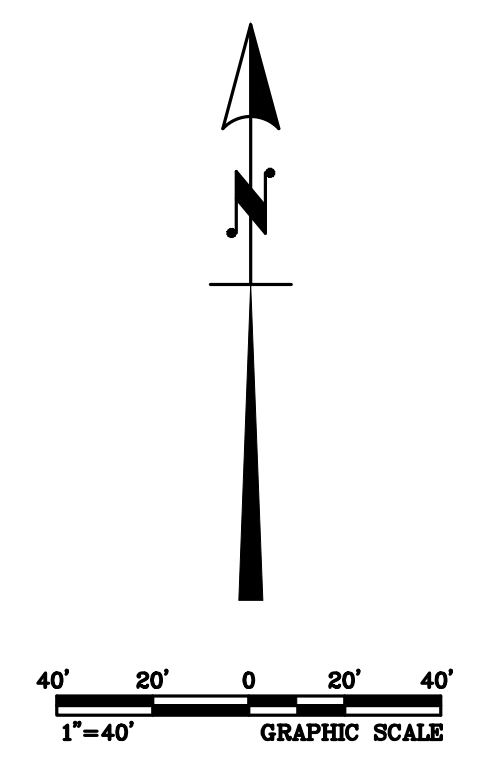
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SIGN LEGEND



Underground Service Alert 	REVISIONS NO. DESCRIPTION APP. DATE 1 UPDATED STANDARD PLANS AND SPECIFICATIONS REFERENCES. CHANGE ARHM TO CONVENTIONAL AC.		BASIS OF BEARING THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CC583, ZONE 5, (2018.50) IN ACCORDANCE TO THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS ARE DETERMINED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING LEICA SMARTNET NORTH AMERICA REFERENCE NETWORK STATIONS (C.O.R.S.): CALA: NORTHING = 1861876.14' EASTING = 6488475.40' CASF: NORTHING = 1800811.26' EASTING = 6537401.39'	BENCH MARK ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF SOUTH PASADENA BENCHMARK, ELEVATION 602.95 FEET (NAVD 88). DESCRIPTION: IN THE CITY OF SOUTH PASADENA, IN THE SOUTHWEST CORNER OF MONTEREY ROAD AND KOLLE AVENUE, 16.46 M (54.00 FT) WEST OF THE CENTERLINE OF KOLLE AVENUE, 7.62 M (25.00 FT) SOUTH OF THE CENTERLINE OF MONTEREY ROAD, STATION IS IN THE NORTHWESTERLY CORNER OF A 1.22 M (4.00 FT) BY 2.44 M (8.01 FT) CONCRETE CATCH BASIN.	CITY OF SOUTH PASADENA REVIEWED BY: SEE ORIGINAL APPROVED PLAN DATE: 8/7/23 APPROVED BY: SEE ORIGINAL APPROVED PLAN DATE: 8/7/23	 1100 Corporate Center Drive, Suite 201 Monterey Park, California 91754 Tel: (323) 260-4703 Fax: (323) 260-4705 GIUSEPPE S. CARONIERI R.C.E. NO.: 79006 EXP. DATE: 03/31/22		CITY OF SOUTH PASADENA STERLING PLACE EAST OF GRAND AVENUE STRIPING AND SIGNAGE PLAN PROJECT NO. _____ SHEET NO. 13 OF 13
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Public Works Project Bid Packet



STREET IMPROVEMENTS
PROJECT NO. 2019-05 (001905)
CITY OF SOUTH PASADENA
Public Works Department

Purpose: Construction, repair, improvements etc. of public buildings or property

Value: Over \$200,000

Bidding: Formal Bid Process in accordance with South Pasadena Municipal Code (SPMC) Chapter 2 Administration, Article XIII Awarding Public Works Contracts and the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.)

Required Documents Checklist:

- Notice Inviting Sealed Bids
- Instruction to Bidders
- Proposal Information and Documents
- Contract Information and Documents
- Standard Specifications
- Special Provisions
- Appendices

Mandatory Forms Checklist:

- Bid Proposal
- Bid Schedule (Bid costs submitted through PlanetBids)
- Bid Bond & Certificate of Acknowledgment or Bid Guarantee
- Bidder Information
- Experience Statement
- Designation of Suppliers and Subcontractors
- Statement Regarding Insurance Coverage
- Statement Regarding Contractor's Licensing Laws
- Non-Collusion Affidavit
- Contract Agreement & Certificate of Acknowledgment
- Payment Bond & Certificate of Acknowledgment
- Faithful Performance Bond & Certificate of Acknowledgment
- Maintenance Bond & Certificate of Acknowledgment
- Worker's Compensation Insurance Certificate
- Endorsements to Insurance Policy

NOTICE INVITING BIDS AND CONTRACT DOCUMENTS

for

STREET IMPROVEMENTS PROJECT SPECIFICATION NO. 2019-05 (001905) IN THE CITY OF SOUTH PASADENA, CALIFORNIA

Prepared by:

KOA Corporation

1100 Corporate Center Drive, Suite 201

Monterey Park, CA 91754

(323) 260-4703

Approved by:

City of South Pasadena

Public Works Department

1414 Mission Street

South Pasadena, CA 91030

(626) 403-7240

TABLE OF CONTENTS

STREET IMPROVEMENTS PROJECT SPECIFICATION NO. 2019-05 (001905) IN THE CITY OF SOUTH PASADENA, CALIFORNIA

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APPENDIX VI – Geotechnical Investigation	

SECTION A – NOTICE INVITING SEALED BIDS

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)**

IN THE CITY OF SOUTH PASADENA, CALIFORNIA

CALENDAR OF EVENTS*

Bid Advertisement	<u>29th</u> day of <u>September</u> , 2023
Bid Package available starting	<u>22nd</u> day of <u>September</u> , 2023
Pre-Bid Meeting & Site Visit Walk Through	<u>10th</u> day of <u>October</u> , 2023 at 8:30 a.m.
Questions Regarding the Proposal Due	<u>10th</u> day of <u>October</u> , 2023 at 5:00 p.m.
Addendum Posted on City’s Planet Bids system	<u>11th</u> day of <u>October</u> , 2023 at 5:00 p.m.
Bid Due Date and Time	<u>16th</u> day of <u>October</u> , 2023 at 4:00 p.m.
Bid Opening	<u>16th</u> day of <u>October</u> , 2023 at 5:00 p.m.
Bid Results/Contractor Selection	<u>26th</u> day of <u>October</u> , 2023
Council approval of Contract	<u>1st</u> day of <u>November</u> , 2023
New Contract in Effect	<u>2nd</u> day of <u>November</u> , 2023
Construction Start Date, not earlier than	<u>6th</u> day of <u>November</u> , 2023
Construction End Date, not later than	<u>31st</u> day of <u>March</u> , 2024

*All dates are subject to change.



NOTICE INVITING SEALED BIDS

STREET IMPROVEMENT PROJECT SPECIFICATION NO. 2019-05 (001905) IN THE CITY OF SOUTH PASADENA, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of South Pasadena as AGENCY, invites sealed bids for the above stated project and will receive such bids through the City's online bid management system ("PlanetBids"), up to the hour of 4:00 p.m., on Monday the 16th day of October, 2023. After said time, bids will be publicly posted on PlanetBids. The date and time shall be extended by no less than 72 hours if the officer, department, or Project Manager issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified above or any extension due to material changes shall be returned unopened.

Project Name: *Street Improvements Project No. 2019-05 (001905)*

Project Description: The work consists of furnishing all materials, equipment, tools, labor, and incidentals required to complete the improvements shown on the Specifications and Contract Documents. The work performed under this contract is summarized in the Notice Inviting Sealed Bids and includes, but is not limited to each bid item listed in the Contractor's Bid Proposal, as covered in the Standard Specifications, and as described in the corresponding items on the following pages. The work in general, to be performed pursuant to these specifications, consists of pavement rehabilitation and replacement of water services, meters, other appurtenances, on Alta Vista Avenue (Oak Crest Avenue to Indiana Avenue), Monterey Road (250' west of Oak Hill Road to Pasadena Avenue), Forest Avenue (Mission Street to end of roadway), and Sterling Place (Grand Avenue to cul-de-sac). The project also includes repair of damaged portland cement concrete (PCC) sidewalks and driveways at various locations within the project limits. More specifically this project includes sawcut, removal and disposal of localized failed existing asphalt roadway sections, cold milling of existing pavement, subgrade preparation and compaction, asphalt concrete (AC) leveling course and overlay, full depth AC pavement, removal and reconstruction of damaged PCC curb and gutter, sidewalk, and driveway approaches; reconstruction of localized failed asphalt concrete pavement areas, utility adjustments, installation of new water meters, services, valves, and appurtenances, traffic loop replacement, traffic signing, thermoplastic striping and pavement markings; traffic control and all appurtenant work thereto necessary for the proper construction of the contemplated improvements, in accordance to Plans and Specification entitled as Street Improvements Project 2019-05 (001905).

Engineer's Estimate: \$1,318,238

Bids must be submitted on the City's Bid Forms. A bidder may obtain a copies of the plans, specifications, and contract documents from PlanetBids. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the contract documents at no charge to the contractor plan room. Please Note: Prospective bidders who choose to review the contract documents at a plan room must also register with the City through PlanetBids to obtain the required contract documents if they decide to submit a bid for the Project.

It is the responsibility of each prospective bidder to download and print all contract documents for review and to verify the completeness of contract documents before submitting a bid. Any addenda will be posted on PlanetBids. It is the responsibility of each prospective bidder to check PlanetBids on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the contract documents. Information on PlanetBids may change without notice

to prospective bidders. The contract documents shall supersede any information posted or transmitted by PlanetBids.

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the AGENCY has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the AGENCY that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

CONTRACTORS AND SUBCONTRACTORS ARE ALSO REQUIRED TO BE REGISTERED WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR ANY BID PROPOSAL SUBMITTED ON OR AFTER MARCH 1, 2015, AND FOR ANY CONTRACT FOR PUBLIC WORK ENTERED INTO ON OR AFTER APRIL 1, 2015. A contractor or subcontractor shall not be qualified to bid on, be listed on a bid proposal for, or perform any public work contract unless it is currently registered with the California Department of Industrial Relations as described in Labor Code § 1725.5.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted through PlanetBids.

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by THE TIME AND DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of South Pasadena; (c) a certified check made payable to the City of South Pasadena; or (d) a bidder's bond executed by an admitted surety insurer, made payable to the City of South Pasadena. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents. The bid guarantee must be submitted in hard copy directly to the City prior to the specified date and time for bid opening as set forth in the Instructions to Bidders.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 9550, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The AGENCY has determined that the proposed project is a public works project subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage


rates for all work performed under the Contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The AGENCY reserves the right to reject any and all bids and to waive any minor irregularities in the proposal documents.

All questions should be submitted via PlanetBids. City staff will not respond to questions made via phone or email.

CITY OF SOUTH PASADENA

Date: September 22, 2023

By: 
H. Ted Gerber
Public Works Director

SECTION B – INSTRUCTIONS TO BIDDERS

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

INSTRUCTIONS TO BIDDERS
STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the AGENCY in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the AGENCY. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the AGENCY may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The CONTRACTOR shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **90 WORKING DAYS**. The CONTRACTOR shall pay to the AGENCY liquidated damages in accordance with Section 6-9 of the special Provisions (Section F) for each calendar day, or portion thereof, of delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and submitted to the AGENCY through PlanetBids at least five (5) working days before the time announced for opening the proposals. Interpretations by the AGENCY will be in the form of addenda to the contract documents and, when issued, will be posted on PlanetBids. It

is the responsibility of each prospective bidder to check PlanetBids on a daily basis through the close of bids for any applicable addenda or updates. All such addenda shall become part of the contract.

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be submitted through PlanetBids. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

The Bid Schedule is available on PlanetBids through the “Line Items” tab. Bidders must insert and submit their Bid prices directly through PlanetBids by selecting “Place eBid” under the “Line Items” tab. The Bid Schedule will be incorporated into the Contract Documents. Failure to submit the Bid Schedule will render a bid nonresponsive. Bidders must provide pricing for every bid item. The costs of any Work shown or required in the Contract Documents, but not specifically identified as a Pay Item are to be included in related Pay Items and no additional compensation shall be due Contractor by virtue of Contractor’s compliance with the Contract Documents. The estimated quantities for unit price items are for purposes of comparing bids only and City makes no representation that the actual quantities of Work performed will not vary from the estimates.

In conformance with the Business and Profession Code, § 7028.15, the CONTRACTOR must state clearly his/her license number and expiration date. In addition, he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The CONTRACTOR will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the AGENCY.

The following Bid Forms shall be completed and signed by the Bidder and uploaded to PlanetBids as a single PDF file:

- Bidder Information
- Experience Statement
- Designation of Suppliers and Subcontractors
- Statement Regarding Insurance Coverage
- Statement Regarding Contractor’s Licensing Laws

- Non-Collusion Affidavit

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

Each prospective Bidder shall register with the City through PlanetBids. Addenda will be uploaded to PlanetBids. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should visit PlanetBids to verify that it has received all Addenda issued, if any, prior to the Bid opening.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the AGENCY, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the CONTRACTOR as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The CONTRACTOR shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION C** are intended only as a guide for the CONTRACTOR as to the anticipated order of magnitude of work. CONTRACTOR shall be responsible for verifying all estimated quantities. CONTRACTOR will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The CONTRACTOR will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the CONTRACTOR in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid CONTRACTOR's License issued by the CONTRACTOR's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years of experience in the magnitude and character of the work bid.

It is the intention of the AGENCY to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the AGENCY will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the AGENCY, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name, California contractor license number, and Department of Industrial Relations registration number, and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the CONTRACTOR to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors and state the license number of all subcontractors who will perform work in excess of one-half of one percent of the total bid, or in the case of streets and highways, one-half of one percent of the total bid or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a CONTRACTOR from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the AGENCY in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the AGENCY, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the AGENCY under the proposal guarantee shall be forfeited to the AGENCY in case of failure or neglect of the bidder to furnish, execute and deliver to the AGENCY the required bonds, evidence of insurance and to enter into, execute and deliver to the AGENCY the agreement on the form provided herewith, within ten (10) days after being notified in writing by the AGENCY that the award has been made and the agreement is ready for execution.

The bid security must be submitted in original hard copy directly to the City Clerk's office prior to specified time and date for the Bid opening.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn through PlanetBids, incurring no penalty, if they are submitted prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee, except as authorized by Public Contract Code sections 5100 through 5110. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The AGENCY reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime CONTRACTOR has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime CONTRACTOR.

B1.18 REJECTION OF PROPOSALS

The AGENCY reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the AGENCY; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the AGENCY. However, until an award is made, the AGENCY reserves the right to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The AGENCY reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the AGENCY shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the AGENCY will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the AGENCY in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by AGENCY, the AGENCY at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the AGENCY. After execution by the AGENCY, one original contract shall be returned to the CONTRACTOR.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the AGENCY to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the AGENCY's budget limits and constraints.

SECTION C – PROPOSAL INFORMATION AND DOCUMENTS

STREET IMPROVEMENTS PROJECT SPECIFICATION NO. 2019-05 (001905) IN THE CITY OF SOUTH PASADENA, CALIFORNIA

Proposal Information and Documents:

- Bid Proposal
- Bid Schedule
- Bid Bond
- Bid Guarantee
- Bidder Information
- Experience Statement
- Designation of Suppliers and Subcontractors
- Statement Regarding Insurance Coverage
- Statement Regarding Contractor's Licensing Laws
- Non-Collusion Affidavit

BID PROPOSAL

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

CITY OF SOUTH PASADENA
1414 MISSION STREET
SOUTH PASADENA, CALIFORNIA 91030

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the AGENCY on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER’S STATEMENT REGARDING INSURANCE COVERAGE,** and **STATEMENT REGARDING CONTRACTOR’S LICENSING LAWS.**

CONTRACTOR acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier’s check payable to the AGENCY or evidence of a cash payment to the AGENCY, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the AGENCY, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE of SECTION B - INSTRUCTION TO BIDDERS.**

NAME OF BIDDER: _____

MAILING ADDRESS: _____

TELEPHONE NO. _____

STATE CONTRACTOR’S LICENSE NO. _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(If Company is a Corporation, provide corporate resolution per **B1.06 PROPOSAL of SECTION B – INSTRUCTION TO BIDDERS.**)

BID SCHEDULE

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

IMPORTANT:

THE ELECTRONIC BID SCHEDULE MUST BE COMPLETED BY EACH BIDDER AND PROPERLY SUBMITTED ON PLANETBIDS.

FAILURE TO COMPLETE THE BID SCHEDULE WILL RESULT IN AN INCOMPLETE AND NON-RESPONSIVE BID.

THE ELECTRONIC BID SCHEDULE WILL BE INCORPORATED INTO THE CONTRACT DOCUMENTS.

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION G-SPECIAL PROVISIONS**. The AGENCY reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The AGENCY reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the AGENCY.

The CONTRACTOR shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the CONTRACTOR as to the anticipated order of magnitude of work. The CONTRACTOR shall be responsible for verifying all estimated quantities. The CONTRACTOR will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The CONTRACTOR will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: _____

CONTRACTOR'S LICENSE NO.: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

BID BOND

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of South Pasadena as AGENCY, in the penal sum of _____ dollars (\$_____), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

PRINCIPAL*

SURETY*

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____, 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 _____ (SEAL)

BID GUARANTEE

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of South Pasadena in the amount of _____ Dollars (\$_____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of South Pasadena provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*circle one option)

BIDDER INFORMATION

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ FAX: _____

E-mail: _____

CONTRACTOR's License No.: _____ Date License Issued: _____

License Expiration Date: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:
(Name / Title / Address / Telephone)

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: _____ Federal / State: _____

If "yes", identify and describe, (including status): _____

Have the penalties been paid? Yes / No: _____

B. Does your firm or its officers have any ongoing investigations by any agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: _____ Codes / Laws: _____ Section / Article: _____

If "yes", identify and describe (including status): _____

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative: Signature _____

Title _____

EXPERIENCE STATEMENT

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The CONTRACTOR must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The CONTRACTOR must be properly licensed to perform the work in this project as determined by the State CONTRACTOR's License Board.

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative: Signature _____

Title _____

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half of one percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the AGENCY.

The CONTRACTOR is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name, License No., and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

Name, License No., and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5-4 INSURANCE** of Section E, Standard Specifications and Section F, Special Provisions. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

STATEMENT REGARDING CONTRACTOR’S LICENSING LAWS

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California CONTRACTOR’s license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a CONTRACTOR within this state without having a license therefor,** except in any of the following cases:

(1)The person is particularly exempted from this chapter.

(2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, “the price of the contract” for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed CONTRACTORs to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a CONTRACTOR who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the CONTRACTOR was properly licensed when the CONTRACTOR submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a CONTRACTOR who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as CONTRACTOR who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or CONTRACTOR and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the CONTRACTOR shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of CONTRACTORS verifies to the AGENCY that the records of the Contractors' State License Board indicate that the CONTRACTOR was properly licensed at the time the contract was awarded. Any bidder or CONTRACTOR not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The AGENCY shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

CONTRACTOR's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the ___ day _____, 20__ at _____, California.

CONTRACTOR's Signer's Name

CONTRACTOR's Signer's Title

CONTRACTOR's Business Name

Contractor's Business Address:

Mailing Street Address

City, State, Zip Code

Telephone #

SECTION D – CONTRACT INFORMATION AND DOCUMENTS

STREET IMPROVEMENTS PROJECT SPECIFICATION NO. 2019-05 (001905) IN THE CITY OF SOUTH PASADENA, CALIFORNIA

Contract Information and Documents:

- Contract Agreement and Attachment A
- Payment Bond
- Faithful Performance Bond
- Maintenance Bond
- Worker’s Compensation Insurance Certificate
- Endorsements to Insurance Policy

CONTRACT AGREEMENT

STREET IMPROVEMENTS PROJECT SPECIFICATION NO. 2019-05 (001905) IN THE CITY OF SOUTH PASADENA, CALIFORNIA

THIS AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ____ day of _____, 20__ (*Council Action Date*), BY AND BETWEEN the City of South Pasadena, a municipal corporation, hereafter designated as “AGENCY”, and

_____ a _____
[CONTRACTOR’S BUSINESS NAME] [corporation, partnership, limited liability company, or other business form]

in the State of _____, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

- 1) **Project Name:** Street Improvements Project, SPECIFICATION NO. 2019-05 (001905)
- 2) **Project Scope of Work:** CONTRACTOR shall provide and install:

All materials, equipment, tools, labor, and incidentals required to complete the improvements shown on the Specifications and Contract Documents. The work performed under this contract is summarized in the Notice Inviting Sealed Bids and includes, but is not limited to each bid item listed in the Contractor’s Bid Proposal, as covered in the Standard Specifications, and as described in the corresponding items on the following pages. The work in general, to be performed pursuant to these specifications, consists of pavement rehabilitation and replacement of water services, meters, and other appurtenances, on Alta Vista Avenue (Oak Crest Avenue to Indiana Avenue), Monterey Road (250’ west of Oak Hill Road to Pasadena Avenue), Forest Avenue (Mission Street to end of roadway), and Sterling Place (Grand Avenue to cul-de-sac). The project also includes repair of damaged PCC sidewalks and driveways at various locations within the project limits. More specifically this project includes sawcut, removal and disposal of localized failed existing asphalt roadway sections, cold milling of existing pavement, subgrade preparation and compaction, asphalt concrete (AC) leveling course and overlay, full depth AC pavement, removal and reconstruction of damaged PCC curb and gutter, sidewalk, and driveway approaches; reconstruction of localized failed asphalt concrete pavement areas, utility adjustments, installation of new water meters, services, valves, and appurtenances, traffic loop replacement, traffic signing, thermoplastic striping and pavement markings; traffic control and all appurtenant work thereto necessary for the proper construction of the contemplated improvements, in accordance to Plans and Specification entitled as Street Improvements Project 2019-05 (001905).

The limits of work include:

- Alta Vista Avenue (Oak Crest Avenue to Indiana Avenue)**
- Monterey Road (250’ west of Oak Hill Road to Pasadena Avenue)**
- Forest Avenue (Mission Street to end of roadway)**
- Sterling Place (Grand Avenue to cul-de-sac)**

3) **Contract Documents:** The complete contract and agreement (“AGREEMENT”) consists of this Contract Agreement, including all attachments hereto, and:

- Approved Plans and Specifications for City Project No. 2019-05 (001905)
- Notice Inviting Sealed Bids
- Instructions to Bidders
- Information for Bidders
- Contractor’s Bid Proposal
- Bid Schedule
- Standard Specifications
- Special Provisions
- All reference specifications, plans, details, standard drawings, and appendices
- Bonds, insurance certificates, permits, notices, and affidavits
- Appendices
- And all mutually agreed-upon modifications and amendments thereto.

4) **Compensation:** CITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the Work, the stipulated sum of _____ Dollars, (\$_____).

5) **Time of Completion:** _____ Working Days [see B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE of Section B Instruction to Bidders].

6) **Liquidated Damages:** \$1,000 for each calendar day delay beyond the Time of Completion [see 6-9 LIQUIDATED DAMAGES of Section F – Special Provisions].

7) **Notices:** Any notices, bills, invoices, or reports required by this Agreement shall be addressed to:

To CITY:

City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030

To CONTRACTOR:

Contractor’s Name _____
Address _____
City, State Zip Code _____

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20__ (*Council Action Date*)

CONTRACTOR:

[CONTRACTOR'S BUSINESS NAME]

CONTRACTOR's Sign Name, Title

CONTRACTOR's License No. _____

AGENCY:

Arminé Chaparyan, City Manager
City of South Pasadena

Date

ATTESTED:

Mark Perez, Deputy City Clerk
City of South Pasadena

Date

APPROVED AS
TO FORM:

Roxanne Diaz, City Attorney
City of South Pasadena

Date

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____, 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 _____ (SEAL)

ATTACHMENT A

ADDITIONAL TERMS AND CONDITIONS OF THE AGREEMENT

ARTICLE I: Contract Documents

The complete contract and agreement (“AGREEMENT”) consists of the Contract Documents described on the Contract Agreement, and all terms and conditions of this Attachment are incorporated therein. In the event of conflict between these documents, precedence shall be determined under section 2-5.2 of the Standard Specifications.

All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY 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. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum shown on the Contract Agreement, unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements,

unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Such unforeseen difficulties or obstructions includes any act of God, the elements, strike, walkout, or any other cause beyond CONTRACTOR's reasonable control that occurs before AGENCY accepts the work as complete.

B. 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.

C. 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.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State, and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00, or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. 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.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, 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 this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00, or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

F. 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.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in

the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, 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. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all

rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E “Standard Specifications” of the Contract Documents.

B. This AGREEMENT is further subject to Workers’ Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker’s Compensation Insurance for all of CONTRACTOR’s employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR’s subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker’s Compensation Insurance as required by Labor Code § 1861; to wit: ‘I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ 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.’ If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker’s Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to AGENCY as additional insured. Further, the requirements for coverage and limits shall be the greater of (1) the maximum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. Insurance provided by CONTRACTOR under this Contract shall not replace or substitute for CONTRACTOR’s indemnification obligations in Article VII.

CONTRACTOR’s insurance, including all endorsements, shall be primary to any coverage available to AGENCY. Any insurance or self-insurance maintained by AGENCY and/or its officers, employees, agents, or volunteers, shall be excess of CONTRACTOR’s insurance and shall not contribute with it.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective

subsidiaries, affiliates, members, directors, officers, subcontractors (including governmental agencies), suppliers, 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 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. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by work performed under this AGREEMENT.

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.

AGENCY may request a deposit for defense costs from CONTRACTOR with respect to a claim. If AGENCY requests a defense deposit, CONTRACTOR shall provide it within 15 days of the request.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party’s duties delegable without the prior written consent of the other party. Any attempted or purported

assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. All disputes arising out of this AGREEMENT are subject to a mandatory step-by-step claims submission and evaluation process as a precondition to legal action in accordance with Public Contracts Code § 9204.

B. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

C. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

D. 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.

ARTICLE X: Independent CONTRACTOR

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes, and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the addresses listed on the Contract Agreement.

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents, or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition, or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term,

covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers, or remedies.

F. 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 AGENCY 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 AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

(End of Attachment A)

(ATTACH TO EXECUTED CONTRACT AGREEMENT)

PAYMENT BOND

**STREET IMPROVEMENTS PROJECT, SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

WHEREAS, the City of South Pasadena, as AGENCY has awarded to _____, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of _____, (\$ _____) Dollars, which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment 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 CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR* CONTRACTOR's Signer's Name, Title _____
 CONTRACTOR's Business Name _____
 Mailing Street Address _____
 City, State, Zip Code _____
 Telephone # _____
 Date: _____

Surety* Surety Signer's Name / Title _____
 Surety's Business Name _____
 Mailing Street Address _____
 City, State, Zip Code _____
 Telephone # _____
 Date: _____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____, 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 _____ (SEAL)

FAITHFUL PERFORMANCE BOND

**STREET IMPROVEMENTS PROJECT, SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That _____,
hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and _____, a corporation duly
organized and doing business under and by virtue of the laws of the State of California and duly licensed for the
purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and
firmly bound unto the CITY OF SOUTH PASADENA, CALIFORNIA, hereinafter referred to as the
"AGENCY" in the sum of

_____ of
(\$ _____) Dollars, which is one hundred percent (100%) of the total contract amount
for the above stated project; 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, assigns and successors, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded
and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract
documents for the project entitled: STREET IMPROVEMENTS PROJECT, SPECIFICATION NO. 2019-05
(001905), CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY
to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all
the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the
manner specified herein including compliance with all Contract specifications and quality requirements, then
this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made
pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor
shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said
Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all
costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR* CONTRACTOR's Signer's Name, Title _____
 CONTRACTOR's Business Name _____
 Mailing Street Address _____
 City, State, Zip Code _____
 Telephone # _____
 Date: _____

Surety* Surety Signer's Name / Title _____
 Surety's Business Name _____
 Mailing Street Address _____
 City, State, Zip Code _____
 Telephone # _____
 Date: _____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____, 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 _____ (SEAL)

MAINTENANCE BOND

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of South Pasadena, as AGENCY has awarded to _____, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of _____, (\$ _____) Dollars, which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment 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 CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR* CONTRACTOR's Signer's Name, Title _____
 CONTRACTOR's Business Name _____
 Mailing Street Address _____
 City, State, Zip Code _____
 Telephone # _____
 Date: _____

Surety* Surety Signer's Name / Title _____
 Surety's Business Name _____
 Mailing Street Address _____
 City, State, Zip Code _____
 Telephone # _____
 Date: _____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____, 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 _____ (SEAL)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The CONTRACTOR shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

Date: _____

CONTRACTOR's Business Name

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

NOTE: See Section 5.4 Insurance of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: _____

Policy Number: _____

Effective Date: _____

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with rating of "A" or higher and a Financial Class VII or higher as established by A.M. Best, or higher rating established by Moody's or Standard & Poor's.**

It is agreed that the City of South Pasadena, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

SECTION E – STANDARD SPECIFICATIONS

STREET IMPROVEMENTS PROJECT SPECIFICATION NO. 2019-05 (001905) IN THE CITY OF SOUTH PASADENA, CALIFORNIA

STANDARD SPECIFICATIONS

INCORPORATION OF GREENBOOK. The 2021 edition of the Standard Specifications for Public Works Construction (“SSPWC” or “Greenbook”) shall be incorporated by reference into these Standard Specifications as if fully replicated herein. These Standard Specification shall be supplemented, amended, or replaced by the Special Provision contained in Section F and G herein below. To the extent that anything in the Special Provisions conflicts with the terms or requirements of the SSPWC, the Special Provisions shall control.

SECTION F – SPECIAL PROVISIONS – PART 1

STREET IMPROVEMENTS PROJECT SPECIFICATION NO. 2019-05 (001905) IN THE CITY OF SOUTH PASADENA, CALIFORNIA

SPECIAL PROVISIONS – PART 1. The following provisions supplement, amend, or replaced the requirements of the Standard Specifications for Public Works Construction (“SSPWC” or “Greenbook”). To the extent that anything in these Special Provisions conflicts with the terms or requirements of the SSPWC, these Special Provisions shall control.

SECTION 1 - GENERAL

1-1 GENERAL. Unless otherwise stated, the words *directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory*, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

1-2 TERMS AND DEFINITIONS

Acceptance – The AGENCY’s formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

AGENCY – The City of South Pasadena.

Agent – Shall include persons and companies, other than the CONTRACTOR, retained by the City to perform design and construction services in relation to the Work.

Board – The City Council of the City of South Pasadena.

City – The City of South Pasadena, California, as the AGENCY and Owner.

City Council – City Council of the City of South Pasadena, California.

Construction Manager – Persons and/or company retained by the City to perform construction management services.

Contract Documents – Including, but not limited to: the Contract, any Addendum (which pertain to the contract documents), Notice Inviting Bids, Instructions to Bidders; Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, the general conditions, permits from other agencies, the Special Provisions, the Plans, Standard Plans, Standard Specifications, Reference Specifications, and all Modifications issued after the execution of the Contract.

Days – Days shall mean consecutive calendar’s days unless otherwise specified.

Design Engineer – Persons and/or company retained by the City to perform engineering design services.

Due Notice – A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Engineer – The City Engineer of the City of South Pasadena, or his/her authorized representative.

Geotechnical Engineer – Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the AGENCY during construction.

Geotextile – Synthetic fiber used in civil engineering applications, serving the primary functions of separation and filtration.

House Sewer – A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

Luminaire Arm – The structural member, bracket, or mast arm, which, mounted on the standard, supports the luminaire.

Owner – City of South Pasadena, California.

Prompt – The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Proposal – See Bid.

Reference Specifications – Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.

Standard Plans – “Standard Plans for Public Works Construction” or “SSPWC” – Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications (“SSS”) – Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans (“SSP”) – Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Storm Drain – Any conduit and appurtenances intended for the reception and transfer of storm water.

Tonne – Also referred to as “metric ton” — Represents a unit of measure in the International System of Units equal to 1,000 kilograms.

Work – That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

Working Days – Any days, except: (1) Saturdays, Sundays, legal holidays on which South Pasadena City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the CONTRACTOR and provided in Subsection 6-6.1; and (3) days determined to be non-working in accordance with Section 6-3 “Time of Completion.”

1-3 ABBREVIATIONS

1-3.3 Institutions. *Add the following:*

These Standard Specifications incorporate by reference the list of commonly used institution terms in the edition of the “Standard Plans for Public Works Construction” (aka the Greenbook) with the following additions:

AGCA	Associated General CONTRACTORs of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction

1-4 UNITS OF MEASURE

1-4.1 General. *Add the following:*

When U.S. Standard Measures are not included in parenthesis, then the SI units shall control.

1-7 AWARD AND EXECUTION OF CONTRACT. *Add the following:*

1-7.0 Investigation of Site Conditions. Prior to submittal of the bid, Bidders must visit the site of work and complete their own investigations to satisfy themselves as to the existing conditions affecting the work to be done under these specifications. If the bidder chooses not to visit the site or conduct investigations, he will, nevertheless, be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

After the project is awarded, the CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information available to the CONTRACTOR and furnished by the Owner and shall immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the CONTRACTOR shall assume appropriate responsibility for such performance and may assume responsibility for the full costs for correction.

The CONTRACTOR shall make field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Engineer immediately.

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the CONTRACTOR shall move to other areas of work until such determinations are made at no cost to the City. No additional compensation will be allowed by reason of such temporary suspension of work, or modifications to work, except as noted in Section 3 of these Standard Specifications (“Changes in Work”) for specific items of work not included in the bid. Appropriate extension of item for completion may be allowed where justification in the opinion of the Engineer.

1-7.1 General. *Add the following:*

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the AGENCY’s attorney within the time provided herein shall be cause, at the AGENCY’s option, for the annulment of the award and forfeiture of the bid security. In such event, the AGENCY may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the AGENCY’s option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder’s bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the AGENCY and the concerned Bidder.

The AGENCY reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

- Contract Agreement (in duplicate)
- Faithful Performance Bond (in duplicate)
- Maintenance Bond (in duplicate)
- Payment Bond (in duplicate)
- Public Liability and Property Damage Insurance Certificate (two originals)
- Additionally Insured Endorsement
- Workers’ Compensation Insurance Certificate (two originals)

A corporation to which an award is made may be required, before the Contract agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

1-7.2 Contract Bonds. *Add the following:*

The PAYMENT BOND shall remain in force until thirty-five (35) calendar days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain

in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney.

SECTION 2 - SCOPE OF THE WORK

2-1 WORK TO BE DONE. *Add the following:*

Any plan or method of work suggested by the AGENCY or the Engineer to the CONTRACTOR but not specified or required, if adopted or followed by the CONTRACTOR in whole or in part, shall be used at the risk and responsibility of the CONTRACTOR; and the AGENCY and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2-3 RIGHT-OF-WAY. *Substitute the following:*

Rights-of-way, easements, or rights-of-entry for the Work will be provided by the AGENCY. Unless otherwise provided, the CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The CONTRACTOR shall fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their representative subsidiaries, affiliates, members, director, officer, employees and agents, including parties that AGENCY contracts with (including other governmental agencies such as the California Department of Transportation) (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 these actions.

When the CONTRACTOR arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the AGENCY with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-5 CONTRACTOR'S EQUIPMENT AND FACILITIES.

2-5.1 General. *Add the following:*

The CONTRACTOR shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the CONTRACTOR or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The CONTRACTOR shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each workday.

SECTION 3 - CONTROL OF THE WORK

3-3 SUBCONTRACTORS. *Add the following:*

3-3.1 General. Each Bidder shall comply with the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set for the in the Bid, as provided in 4104:

“(a) The name, and location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime CONTRACTOR in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime CONTRACTOR, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime CONTRACTOR’s total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime CONTRACTOR’s total bid or ten thousand dollars (\$10,000), whichever is greater.”

“(b) The portion of the work which will be done by each such subcontractor under this act. The prime CONTRACTOR shall list only one subcontractor for each such portion as is defined by the prime CONTRACTOR in his bid.”

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

The CONTRACTOR must obtain written consent of the City to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the CONTRACTOR a penalty of not more than ten (10) percent of the subcontract involved.

If subcontracted work is not being performed in a satisfactory manner, the City will notify the CONTRACTOR of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the CONTRACTOR’s receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

3-3.2 Additional Responsibility. The CONTRACTOR shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the Contract Price before computing the amount required to be performed by the CONTRACTOR with its own organization. “Specialty Items” will be identified by the AGENCY in the Bid or Proposal. Where an entire item is subcontracted, the value

of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the CONTRACTOR, and subject to approval by the Engineer.

3-3.3 Status of Subcontractors. All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the CONTRACTOR. The CONTRACTOR will be held responsible for their work. The AGENCY will deal directly and solely with the CONTRACTOR and make all payments to the CONTRACTOR.

3-4 AUTHORITY OF BOARD AND THE ENGINEER. *Substitute the following:*

The Board has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The CONTRACTOR shall promptly comply with instructions from the Engineer or an authorized representative.

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of materials, equipment, or work; execution, progress or sequence of work; and interpretation of the Plans, Specifications, or other drawings. This shall be precedent to any payment under the Contract, unless otherwise ordered by the Board.

3-7 CONTRACT DOCUMENTS.

3-7.1 General. *Add the following:*

The CONTRACTOR shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work site prior to submitting the Bid.

Existing improvements visible at the Work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the CONTRACTOR.

The CONTRACTOR shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes “the Project was constructed in conformance with the Contract Documents.” Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the CONTRACTOR shall apply to the Engineer for such further explanations as necessary, and shall conform to such

further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

(a) Records of Construction Changes / As-Builts. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these Plans and Specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the City Engineer.

Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes that Project was constructed in conformance with the Contract Documents.

Caution: The engineer preparing these Plans will not be responsible for, or liable for, unauthorized changes to or uses of these Plans. All changes to the Plans must be approved in writing by City Engineer.

3-7.2 Precedence of Contract Documents. *Substitute the following:*

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits issued by jurisdictional regulatory agencies.
- 2) Change Orders and/or Supplemental Agreements; whichever occurs last.
- 3) Contract/Agreement
- 4) Addenda.
- 5) Bid/Proposal.
- 6) Special Provisions.
- 7) Plans.
- 8) Notice Inviting Bids
- 9) Instructions to Bidders
- 10) Standard Plans.
- 11) Standard Specifications.
- 12) Reference Specifications.

3-10 SURVEYING. *Substitute the following:*

3-10.1 General. The CONTRACTOR will provide all necessary construction surveying, staking or markings for locating the limits of construction and shall comply with the provisions of 2-9 of these Standard Specifications. The CONTRACTOR shall bear all costs for restaking or marking.

Construction surveys shall be done only under the direction of the Engineer by a Registered (licensed) Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. The AGENCY will provide available record map information. The

CONTRACTOR is responsible for obtaining all necessary record maps, centerline ties and survey notes from Los Angeles County.

The CONTRACTOR and his surveyor shall provide the Engineer with a copy of the constructing staking field notes used to construct the improvements. In addition the CONTRACTOR shall also prove a plot of the improvements to be constructed based on the surveyor's construction staking and markings prior to the installation of the improvements. The plot shall be the same scale as the improvement plans.

3-10.2 Permanent Survey Markers. The CONTRACTOR shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks.

The CONTRACTOR shall protect existing survey monuments, if any exist within the work limits, during the entire project. Asphalt overlaying of existing survey monuments in the roadway will not be permitted. In the event a surveyed monument lies within an area to be cold planed, removed or reconstructed, the CONTRACTOR shall immediately notify the AGENCY's representative and protect said monument until the monument is relocated.

The CONTRACTOR shall reestablish destroyed survey monuments at the CONTRACTOR's expense.

The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The CONTRACTOR shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer or the owner on Private Contracts. The CONTRACTOR shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the CONTRACTOR shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified.

3-10.3 Line and Grade. The CONTRACTOR shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the CONTRACTOR shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

All work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the CONTRACTOR shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The CONTRACTOR shall transfer them to the bottom of the trench.

3-10.4 Survey Service. The Engineer will oversee surveying adequate for construction. The CONTRACTOR shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the CONTRACTOR at his expense.

The CONTRACTOR shall notify the Engineer in writing at least 2 working days before survey services take place for the laying out of any portion of the Work. The CONTRACTOR shall dig all holes necessary for line and grade stakes.

Unless otherwise specified, stakes will be set and stationed by the CONTRACTOR for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

3-10.4 Payment. Payment for **BID ITEM NO. 3 – CONSTRUCTION SURVEY & STAKING, INCLUDING PRESERVATION & RESTORATION OF EXISTING MONUMENTS & TIES** shall be at the contract LUMP SUM (LS) price bid, and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place, and accepted. Payment for construction surveying, construction staking, resetting of survey tags and monuments, professional services, office calculations, preparation and filing of corner records before and after construction, county fees, monuments, swing ties, certification letters, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved shall be considered as included in the contract LUMP SUM (LS) price bid for Construction Survey & Staking, and no additional compensation will be allowed.

3-12 WORK SITE MAINTENANCE

3-12.1 General. *Add the following:*

The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR's Bid.

Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

3-12.1.1 Vermin Control. *Add the following:*

At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the CONTRACTOR as part of the Work within the Contract time, and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The CONTRACTOR shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

3-12.3 Noise Control. *Add the following:*

CONTRACTOR shall adhere to City noise restrictions at all times. Pursuant to Chapter 19A.13 of the South Pasadena Municipal Code, construction activity is prohibited within a residential zone or within 500 feet thereof on Monday through Friday before 8:00 a.m. and after 7:00 p.m., Saturday before 9:00 a.m. and after 7:00 p.m., and on Sundays and City recognized holidays before 10:00 a.m. and after 6:00 p.m.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP). *Add the following:*

CONTRACTOR shall submit to the engineer a completed and signed SWPPP one week prior to the preconstruction meeting. The plan may utilize the practices recommended in the latest edition of the *California Storm Water Best Management Practices Handbook*, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/>. The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per the City of South Pasadena), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the AGENCY's rainy season shall include but not be limited to those appropriate for wet weather conditions.

(a) Storm Water Pollution Prevention Measures. All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the AGENCY's representative in each instance. No responsibility shall accrue to the AGENCY as a result of the plan or as a result of knowledge of the plan. All work installed by the CONTRACTOR in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the AGENCY's representative.

(b) Storm Water Pollution Prevention – Measurement And Payment. Unless otherwise indicated in the Special Provisions, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

This item shall also include the installation, maintenance and removal of any necessary BMPs for SWPPP purposes throughout the duration of the project. The maximum price for this bid item **shall not exceed 5 percent** of the total contract price at the time of award.

PAYMENT

Payment for **BID ITEM NO. 4 – STORMWATER POLLUTION PREVENTION PLAN BMP'S** shall be at the contract lump sum (LS) price bid, and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place, and accepted. No additional compensation will be allowed.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.1 Completion. Add the following:

The Work will be inspected by the Engineer for acceptance upon receipt of the CONTRACTOR's written assertion that the Work has been completed.

3-13.3 Warranty. *Add the following:*

All work shall be warranted by the CONTRACTOR against defective workmanship and materials for a period of 1 year from the date the Work was completed. The CONTRACTOR shall replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the CONTRACTOR fails to make such replacement or repairs within the time specified in the notice, the AGENCY may perform this work and the CONTRACTOR's sureties shall be liable for the cost thereof.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. *Add the following:*

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

The CONTRACTOR and all subcontractors, suppliers, and vendors shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The CONTRACTOR, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one-year period, the CONTRACTOR shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The CONTRACTOR shall defend, indemnify, and hold the AGENCY, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The CONTRACTOR shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the AGENCY shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the CONTRACTOR as the AGENCY may deem just and reasonable.

4-2 PROTECTION. *Add the following:*

The CONTRACTOR shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The CONTRACTOR shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, catch basins, catch basin screens, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the CONTRACTOR's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the CONTRACTOR, shall be restored by the CONTRACTOR to their original or better condition at the CONTRACTOR's expense.

The CONTRACTOR shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the CONTRACTOR shall repaint or replace, at the CONTRACTOR's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

All restoration of existing improvements must occur within the construction completion date, unless directed otherwise by the City Engineer.

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall be done in conformance with the Contract Documents.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to CONTRACTOR's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the CONTRACTOR for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be the responsibility of the CONTRACTOR.

4-6 TRADE NAMES. *Add the following:*

Along with information supplied by the CONTRACTOR regarding equivalency of the proposed item, the CONTRACTOR shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the CONTRACTOR with his/her submittal shall be cause for rejection of the "or equal" item. CONTRACTOR shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. CONTRACTOR shall pay cost to AGENCY for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

Add the following Section 4-9:

4-9 CONSTRUCTION MATERIALS DISPUTE RESOLUTION (Soils, Rock Materials, Concrete, Mortar and Related Materials, Masonry Materials, Bituminous Materials, Rock Products, and Modified Asphalts). In the interest of safety and public value, whenever credible evidence arises to contradict the test values of materials, the AGENCY and the CONTRACTOR will initiate, an immediate and cooperative investigation. Test values of materials are results of the materials' tests, as defined by these Specifications or by the special provisions, required to accept the Work. Credible evidence is process observations or test values gathered using industry

accepted practices. A contradiction exists whenever work acceptance or performance becomes suspect. The investigation shall allow access to all test results, procedures, and facilities relevant to the disputed work and consider all available information and, when necessary, gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. If the cooperative investigation reaches any resolution mechanism acceptable to both the AGENCY and the CONTRACTOR, the contradiction shall be considered resolved and the cooperative investigation concluded.

Whenever the cooperative investigation is unable to reach resolution, the investigation may then either conclude without resolution or continue by written notification of one party to the other requesting the implementation of a resolution process by committee. The continuance of the investigation shall be contingent upon recipient's agreement and acknowledged in writing within 3 calendar days after receiving a request. Without acknowledgement, the investigation shall conclude without resolution. The committee shall consist of three State of California Registered Civil Engineers. Within 7 calendar days after the written request notification, the AGENCY and the CONTRACTOR will each select one engineer. Within 14 calendar days of the written request notification, the two selected engineers will select a third engineer. The goal in selection of the third member is to complement the professional experience of the first two engineers. Should the two engineers fail to select the third engineer, the AGENCY and the CONTRACTOR shall each propose 2 engineers to be the third member within 21 calendar days after the written request notification. The first two engineers previously selected shall then select one of the court proposed engineers in a blind draw.

The committee shall be a continuance of the cooperative investigation and will re-consider all available information and if necessary, gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. The committee will focus upon the performance adequacy of the material(s) using standard engineering principles and practices and to ensure public value, the committee may provide engineering recommendations as necessary. Unless otherwise agreed, the committee will have 30 calendar days from its formation to complete their review and submit their findings. The final resolution of the committee shall be by majority opinion, in writing, stamped and signed. Should the final resolution not be unanimous, the dissenter may attach a written, stamped, and signed minority opinion.

Once started, the resolution process by committee shall continue to full conclusion unless:

1. Within 7 days of the formation of the committee, the AGENCY and the CONTRACTOR reach an acceptable resolution mechanism; or
2. Within 14 days of the formation of the committee, the initiating party withdraws its written notification and agrees to bear all investigative related costs thus far incurred; or
3. At any point by the mutual agreement of the AGENCY and the CONTRACTOR.

Unless otherwise agreed, the CONTRACTOR shall bear and maintain a record for all the investigative costs until resolution. Should the investigation discover assignable causes for the contradiction, the assignable party, the AGENCY or the CONTRACTOR, shall bear all costs associated with the investigation. Should assignable causes for the contradiction extended to both parties, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation substantiate a contradiction without assignable cause, the

investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation be unable to substantiate a contradiction, the initiator of the investigation shall bear all investigative costs. All claim notification requirements of the contract pertaining to the contradiction shall be suspended until the investigation is concluded.

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

5-2 SPECIAL NOTICES. *Add the following:*

5-2.1 Mandatory Notification Prior To Excavation. The CONTRACTOR's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) ("Digalert") shall be notified by phone, toll free 1-800-422-4133, or 811, for the assignment of an Inquiry Identification Number.

CONTRACTOR shall contact all utility companies at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation.

The known public utilities contacts are:

- | | | |
|----|---|----------------|
| 1. | City of South Pasadena, Public Works Inspection | (626) 403-7240 |
| 2. | AT&T | (626) 365-5733 |
| 3. | Southern California Edison | (714) 796-9932 |
| 4. | Southern California Gas Company | (714) 634-3079 |
| 5. | South Pasadena Water Department | (626) 403-7337 |
| 6. | Spectrum | (818) 407-3152 |
| 7. | South Pasadena Sewer Department | (626) 403-7370 |
| 8. | Athens Services | (888) 336-6100 |

The CONTRACTOR shall coordinate construction with public utility relocation activities.

The existing subsurface utilities shown have been indicated, based on the best available record information. However, to avoid or resolve any interference problems between these existing utilities and the proposed work, the CONTRACTOR shall field verify the vertical and horizontal locations of all utilities, such as water lines and water services, electronic conduits, telephone and television cable, storm drain facilities, and all other facilities and obstructions prior to beginning any excavations. If conflicts exist, revised grades and/or alignments may be established, if required. **Such field verification shall require exposing these utilities prior to the start of construction.**

Special reference is hereby made to Section 4-2, "Protection," of the Standard Specifications with respect to the protection, repair, and replacement of existing subsurface utilities.

Additionally, the CONTRACTOR shall also notify the following local entities of his/her schedule fourteen (14) days prior to commencing work, including local refuse collectors, street sweepers, the Post Office, Public Schools, and Bus Companies:

City of South Pasadena Attn: H. Ted Gerber, Public Works Director	(626) 403-7240
City of South Pasadena Attn: Anteneh Tesfaye, Deputy Public Works Director	(626) 460-6393
City of South Pasadena, Public Works Water Division Attn: Victor Magana, Water Operations Manager	(213) 440-3543
City of South Pasadena, Public Works Operation Division Attn: Catrina Peguero, Operations Manager	(626) 403-7376
City of South Pasadena Attn: Eddie Munoz, Streets Supervisor	(626) 403-7375
Metropolitan Water District Attn: Kevin Johansen, Water Systems Operations Group	(526) 713-0348
AT&T Communications OSP Engineering	(626) 570-5454
Los Angeles County Sanitation Districts Attn: Doug Walton	(310) 638-1161
Los Angeles County Public Works Department Construction Division Attn: Angela George	(626) 458-3109
Los Angeles County Public Works Department Traffic & Lighting Division Attn: Guita Shiek Atten: Robery Gysel	(626) 458-5905 (626) 458-3122
SBC Attn: Jack Wilson	(626) 373-5960
Southern California Edison Attn: Eddie Lopez	(626) 303-8405
Southern California Gas Company	(714) 634-3079
Spectrum	(818) 407-3152
Underground Service Alert (Dig Alert)	(800) 422-4133

No excavation shall commence unless the CONTRACTOR has obtained the USA Inquiry Identification Number.

5-1.2 Accuracy of Utilities Information. The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The CONTRACTOR shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations, and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the CONTRACTOR, the CONTRACTOR shall repair the line and bear the cost thereof.

CONTRACTOR shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the CONTRACTOR damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the CONTRACTOR prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the CONTRACTOR shall make repairs under the provisions for changes and extra work contained in **2-7 CHANGES INITIATED BY THE AGENCY** of the Standard Specifications.

5-4 INSURANCE.

5-4.1 General. *Add The following:*

CONTRACTOR and AGENCY agree that AGENCY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement, which includes but is not limited to, contracts with other governmental agencies such as the California Department of Transportation, which are necessary for the AGENCY to enact this Agreement or from contracts with other parties or governmental agencies, which are necessary for the AGENCY to enact this Agreement.

CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement, or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. *Add the following:*

6-1.3 Pre-Construction Meeting and Submittal. A pre-construction meeting will be conducted by the City prior to commencement of construction at a time and place designated by the City. Those attending the meeting shall include, but not be limited to, the following:

- a. The CONTRACTORs representative(s)
- b. Sub-CONTRACTORs representative(s), if needed
- c. City of South Pasadena Director of Public Works
- d. The Design Engineers
- e. The Construction Engineers
- f. The affected utility companies' representatives
- g. City of South Pasadena Public Works Inspectors
- h. Caltrans' inspector and/or representative(s)

One week prior to this meeting the CONTRACTOR shall submit the following:

1. Construction Schedule
2. Traffic Control Plan
3. Emergency Contact List
4. List of Subcontractors
5. Storm Water Pollution Prevention Plan (SWPPP)

6-1.4 Emergency Contact List. The CONTRACTOR shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached 24 hours a day.
3. Address of the nearest office of the CONTRACTOR, if any, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the CONTRACTOR's main office and the name and telephone number of the person at that office familiar with the project.

6-2 PROSECUTION OF WORK. *Add the following:*

As soon as possible under the provisions of the Specifications, the CONTRACTOR shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

The CONTRACTOR shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained.

6-2.1 Traffic and Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 90 m (300 feet), shall be maintained unless otherwise approved by the Engineer.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the CONTRACTOR shall immediately clear the street and driveways and provide and maintain access.

The CONTRACTOR shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

The CONTRACTOR will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review one week prior to the pre-construction meeting.

If traffic control on the project shall be implemented by a sub-contractor, such subcontractor must specialize in Traffic Control and be approved by the City Engineer.

The CONTRACTOR shall include in its Bid all costs for the above requirements.

6-2.1.1 Notification to the Public. Affected properties will be determined by the Engineer and are, in general, those properties that fall within 500 feet of the limits of the work. CONTRACTOR shall remain aware of all adjacent property owners and take all steps necessary to minimize construction impacts and disturbances to all affected property owners. The CONTRACTOR is required to distribute the approved public notice to property owners one week prior to roadway construction. CONTRACTOR shall be responsible for all costs associated with these tasks and responsibilities in the various contract bid items.

The CONTRACTOR is required to notify the City by e-mail that public notices have been distributed. The e-mail shall be addressed to the City representative(s) designated during the pre-construction meeting. The e-mail shall be sent to the City no later than 8 a.m. on the day following distribution of the notices. The e-mail notification to the City shall contain a map showing the limits of distribution and the dates and times distributed. A separate e-mail shall be sent for each distribution. The City will use the information on the e-mails to verify that the distribution has been performed. If the distribution is not verified by the City, the City will e-mail to the CONTRACTOR's representative the locations which must be redistributed with the new information. The CONTRACTOR shall not perform work in the distribution area without e-mail notification of verification by the City of the distribution.

The CONTRACTOR shall submit a sample of a public notice for review and approval by the Engineer. The CONTRACTOR shall provide changes as directed by the City representative and submit final draft for approval.

The CONTRACTOR shall furnish and place "No Parking" signs, 12"x18" minimum size, approved by the Engineer, along the street in front of every residence and/or business affected by the work, two (2) working days in advance of any work. In rural areas, the signs shall be placed at a spacing not exceeding 400 feet. The signs shall include the day and time during which parking is prohibited. Parking restrictions shall be limited to the intervals between 8 a.m. to 5 p.m. to allow parking during the night. The CONTRACTOR shall remove these signs immediately when they are no longer needed.

If the work is delayed or rescheduled for any reason after placement of "No Parking" signs, the CONTRACTOR shall re-date the signs affected and re-notify the residents and businesses of the change via a new "door-knob" notice. If the work is delayed more than five days, the CONTRACTOR shall remove the signs and place re-dated signs two (2) days in advance of the work.

6-2.1.2 Notification to the Public Agencies. The CONTRACTOR shall notify the following Agencies 48 hours prior to working in the area within the City of Pasadena unless otherwise noted:

City of South Pasadena Attn: H. Ted Gerber, Public Works Director	(626) 403-7240
City of South Pasadena Attn: Anteneh Tesfaye, Deputy Public Works Director	(626) 460-6393
City of South Pasadena, Public Works Water Division Attn: Victor Magana, Water Operations Manager	(213) 440-3543
City of South Pasadena, Public Works Operation Division Attn: Catrina Peguero, Operations Manager	(626) 403-7376
City of South Pasadena Attn: Eddie Munoz, Streets Supervisor	(626) 403-7375
Metropolitan Water District Attn: Kevin Johansen, Water Systems Operations Group	(526) 713-0348
AT&T Communications OSP Engineering	(626) 570-5454
Los Angeles County Sanitation Districts Attn: Doug Walton	(310) 638-1161
Los Angeles County Public Works Department Construction Division Attn: Angela George	(626) 458-3109
Los Angeles County Public Works Department Traffic & Lighting Division Attn: Guita Shiek Atten: Robery Gysel	(626) 458-5905 (626) 458-3122
SBC Attn: Jack Wilson	(626) 373-5960
Southern California Edison Attn: Eddie Lopez	(626) 303-8405
Southern California Gas Company	(714) 634-3079
Spectrum	(818) 407-3152
Underground Service Alert (Dig Alert)	(800) 422-4133

6-2.1.3 Parking Restrictions and Posting for Tow Away. No Parking signs, posted by the CONTRACTOR, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words “Tow Away” and “No Parking” with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above-mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording “No Parking” are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the CONTRACTOR. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the CONTRACTOR for a period of 72 hours prior to the restrictions becoming effective. The CONTRACTOR may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the CONTRACTOR shall promptly and completely remove and dispose all signs, stakes, and barricades. The CONTRACTOR shall promptly reset or replace all damaged or defective signs.

The CONTRACTOR shall be fully responsible for the adequate removal of all parked cars. The CONTRACTOR shall coordinate the removal of all vehicles with the Sheriff Department. The CONTRACTOR shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the CONTRACTOR shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the CONTRACTOR’s failure to perform the requirements of this section, the CONTRACTOR shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER.

6-2.1.4 Storage of Equipment and Materials in Public Streets. Construction materials shall not be stored in streets, roads, or highways for more than 5 days after unloading. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the CONTRACTOR at its expense unless authorized additional storage time.

Construction equipment shall not be stored at the Work site before its actual use on the Work nor for more than 5 days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

6-2.1.5 Street Closures, Detours, Barricades. The CONTRACTOR shall comply with all applicable State, County and City requirements for closure of streets. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons, and watchpersons. The CONTRACTOR shall be responsible for compliance with additional public safety requirements which may arise. The CONTRACTOR shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

At least 48 hours in advance of closing, partially closing or reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments, and comply with their requirements. Deviations must first be approved in writing by the Engineer.

The CONTRACTOR shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering “signs” as set forth in the Traffic Manual published by the California Department of Transportation. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

All traffic control barricades, signs and devices used by the CONTRACTOR shall, as a minimum, conform to the latest edition of the “California Manual on Uniform Traffic Controls Devices” (“MUTCD”). Channelization devices shall be spaced no greater than fifty (50) feet apart. The CONTRACTOR shall take additional precautions as he/she may find necessary under the circumstances.

Should the CONTRACTOR fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the AGENCY will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the CONTRACTOR directly.

Full street closures will not be allowed without City Council approval.

All costs involved in the CONTRACTOR’S prosecution of the Work shall be included in the Bid.

6-2.2 Daily Reports. The CONTRACTOR shall complete a Daily Report indicating manpower, work performed, major equipment used and on standby (itemized separately), subcontractors, and similar items involved in the performance of the Work. The Daily Report shall be completed on forms prepared by the CONTRACTOR and acceptable to the Engineer and shall be submitted to the City Inspector weekly.

6-3 TIME OF COMPLETION

6-3.1 General. *Add the following:*

The CONTRACTOR shall complete the Work within the time specified in B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE, or as modified by Change Order or agreement, after the Notice to Proceed.

Add the following:

6-3.3 Working Day. A working day is any day within the period between the start of the Contract time as defined in 6-1.2 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:

1. Saturday,
2. Sunday,
3. any day designated as a holiday by the AGENCY,
4. any other day designated as a holiday in a Master Labor Agreement entered into by the CONTRACTOR or on behalf of the CONTRACTOR as an eligible member of a CONTRACTOR association,
5. any day the CONTRACTOR is prevented from working at the beginning of the workday for cause as defined in 6-4.1,
6. any day the CONTRACTOR is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in 6-4.1.

The CONTRACTOR's activities involving work which requires street closure, detours, and barricades shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the CONTRACTOR shall not perform any Work on Saturday, Sunday, or on AGENCY-designated holidays. AGENCY-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the CONTRACTOR.

Failure of the CONTRACTOR to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day (January 1*)

Martin Luther King, Jr. Day (3rd Monday in January)

President's Day (3rd Monday in February)

Memorial Day (Last Monday in May)

Juneteenth (June 19*)

Independence Day (July 4*)

Labor Day (1st Monday in September)

Veteran's Day (November 11*)

Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (Friday after Thanksgiving Day)
Christmas Eve (December 24*)
Christmas Day (December 25*)

**If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday. If a Holiday falls on a Sunday, the following Monday shall be deemed the holiday. The City shall close each year from December 25 to January 1.*

6-3.4 Restrictions on closure of traffic lanes:

No contractual work shall be performed in the public Right-of-Way during the first week of school unless approved by the City Engineer.

- A. All traffic lanes shall be open for public use on the days and at the times specified below, unless approved otherwise by the City Engineer:
 - 1. Saturdays, Sundays and AGENCY designated holidays: from 12:01 a.m. to 11:59 p.m.
 - 2. Fridays and any days preceding an AGENCY designated holiday: from 3:00 p.m. to 11:59 p.m.
 - 3. Non-construction hours: all hours when the CONTRACTOR's employees are not physically present at the construction site actively performing contract work.
- B. On those days and hours when closure of traffic lanes is not prohibited under the provisions of the preceding subparagraph A, no more than one travel lane may be closed at any time during construction hours. During any lane closure, flashing arrow boards shall be used in accordance with the current version of the California MUTCD.
- C. Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in Paragraph A. Under no circumstances shall traffic signal be placed in flash operation without prior approval from the Project Engineer. Traffic signal will be only placed in flash operation by City personnel. CONTRACTOR shall contact the Project Engineer at least two (2) working days in advance to coordinate traffic signal service.

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.4 Written Notice and Report. *Add the following:*

Whenever the CONTRACTOR foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the CONTRACTOR regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and

its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The CONTRACTOR shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

6-7.1 General. *Add The following:*

If the CONTRACTOR fails to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain the Work schedule which will insure the AGENCY's interest, or, if the CONTRACTOR is not carrying out the intent of the Contract, the AGENCY may serve written notice upon the CONTRACTOR and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

6-9 LIQUIDATED DAMAGES. *Add the following:*

The CONTRACTOR agrees to forfeit and pay the AGENCY the amount of One Thousand Dollars (\$1,000.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the CONTRACTOR. This payment shall be considered liquidated damages. CONTRACTOR agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate AGENCY for losses that are difficult to measure and that such damages are not a penalty.

The AGENCY's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the CONTRACTOR to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the AGENCY to terminate this agreement.

SECTION 7 - MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.1 General. *Add the following:*

The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

7-3 PAYMENT

7-3.1 General. *Add the following:*

The quantities listed in the Bid schedule will not govern final payment. Payment to the CONTRACTOR will be made only for actual quantities of Contract items constructed in

accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 7-3.5.1.

At the expiration of 35 calendar days from the date of acceptance of the Work by the board, or as prescribed by law, the amount deducted from the final estimate and retained by the AGENCY will be paid to the CONTRACTOR except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

7-3.2 Partial and Final Payment. *Add the following:*

From each progress estimate, 10 percent will be deducted and retained by the AGENCY, and the remainder less the amount of all previous payments will be paid. After 50 percent of the Work has been completed and if progress on the Work is satisfactory, the deduction to be made from remaining progress estimates and from the final estimate may be limited to \$500 or 10 percent of the first half of total Contract amount, whichever is greater.

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The AGENCY requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to CONTRACTOR. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the CONTRACTOR returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

7-3.4 Mobilization. *Add the following:*

Mobilization shall conform to the provisions of Sections 7-3.4 of the Standard Specifications. This item shall also include any and all costs associated with demobilization at the time of project completion. The maximum price for this bid item **shall not exceed 5 percent** of the total contract price at the time of award.

PAYMENT

Payment for **BID ITEM NO. 1 - MOBILIZATION** shall be at the contract bid item price per lump sum (LS) and shall be payable as follows for each payment upon approval of the Public Works Director/City Engineer.

- a) Payment of up to 50 percent of the contract lump sum bid price for mobilization at the first progress payment.
- b) Payment to 75 percent of the contract lump sum bid price for mobilization when the monthly partial payment estimate of the total amount earned to date, not including the amount earned for mobilization, is 30 percent or more of the original contract amount.
- c) Payment to 100 percent of the contract lump sum bid price for mobilization when the monthly partial payment estimate of the total amount earned to date, not including the amount earned for mobilization, is 50 percent or more of the original contract amount.

7-3.6 Stipulated Unit Prices. *Add the following:*

Stipulated Unit Prices are unit prices established by the AGENCY in the Contract Documents.

7-4 PAYMENT FOR EXTRA WORK.

7-4.1 General. *Add The following:*

New or unforeseen work will be classified as “extra work” when the Engineer determines that it is not covered by the Contract Unit Prices or stipulated unit prices.

7-4.2 Basis for Establishing Costs.

7.4.2.4 Other Items. *Add the following:*

Invoices covering all such items in detail shall be submitted with the request for payment.

7-5 PAYMENT FOR CHANGES REQUESTED BY THE CONTRACTOR. *Add the following:*

Changes in the Plans and Specifications, requested in writing by the CONTRACTOR, which do not materially affect the Work, and which are not detrimental to the Work or to the interests of the AGENCY, may be granted by the Engineer. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand acceptance of such changes.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-6 BASIS OF PAYMENT. *Substitute the following:*

All costs incurred in furnishing, maintaining, servicing, and removing field offices, laboratories, or bathhouse facilities required at the project site shall be included in the bid item for furnishing such facilities. If such facilities are required by the Plans or Specifications and no bid item is provided in the proposal, the costs shall be included in other items for which bids are entered. Such costs incurred in connection with offices and laboratories at plants shall be borne by the plant owners.

The first progress payment will not be approved until all facilities are in place and fully comply with the Contract Documents.

(End of Section)

SECTION G – SPECIAL PROVISIONS – PART 2 THROUGH 9

STREET IMPROVEMENTS PROJECT SPECIFICATION NO. 2019-05 (001905) IN THE CITY OF SOUTH PASADENA, CALIFORNIA

The following Special Provisions describe materials, methods of construction, and measurement and payment for items of work that are unique to the project. These provisions supplement, amend, or replaced the requirements of the Standard Specifications for Public Works Construction (“SSPWC” or “Greenbook”). To the extent that anything in these Special Provisions conflicts with the terms or requirements of the SSPWC, these Special Provisions shall control.

PART 2 – CONSTRUCTION MATERIALS

203-6 ASPHALT CONCRETE.

203-6.1 General. *Add the following:*

Asphalt Concrete (AC) for full depth AC repairs and slot paving, shall be Type C1-PG 64-10 or C2-PG 64-10 and shall be constructed using two lifts.

Asphalt Concrete (AC) for variable level course and overlay shall be Type C1-PG 64-10.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

See SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS AND PAVEMENT MARKERS

PART 3 – CONSTRUCTION METHODS

300-2 UNCLASSIFIED EXCAVATION.

300-2.1 General. *Add the following:*

Unclassified excavation shall be defined as Clearing and Grubbing, and Unclassified Excavation conforming to section 300-1 and 300-2 of the Standard Specifications and shall consist of all excavation within the roadway limits required for construction of the proposed roadway surface, and shall include sawcut, removal and disposal of existing roadway section, bituminous pavement, concrete pavement, base materials, miscellaneous P.C.C. curb, gutter, concrete, median improvements, pavement reinforcing fabric/Petromat, abandoned culverts, irrigation improvements, plants, shrubs, root pruning and disposal of such items, and subgrade as shown on the plans and as required by the Engineer.

Unclassified excavation shall include all grading, shaping, excavation, compacting, subgrade preparation, consolidating or other work that is needed to establish the final profiles and subgrade for the miscellaneous P.C.C. and roadway improvements.

All soils and materials are subject to testing by a Materials Laboratory approved by the Engineer.

Removal shall be done in accordance with Section 300-2 of the Standard Specifications and these Special Provisions.

Contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or cold planing of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers, survey monuments, or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

The Contractor shall call USA prior to excavation and shall “pothole” existing utilities that fall within the proposed pavement “dig-out” areas as necessary to determine their depth to avoid damaging said utilities.

Unclassified excavation shall include the removal of unclassified fill material encountered within the proposed roadway section. Unclassified fill may consist of broken concrete, broken asphalt pavement, brick rubble, roots, and debris.

All root pruning and tree removals to be performed must be coordinated with the City Arborist via the Public Works Operations Manager at (626) 403-7376, a minimum of 2 working days in advance of scheduled work. **The Contractor shall not cut any roots or remove any trees without the prior consent of the City Arborist.** General guidelines set forth by the City Arborist dictate root pruning no closer to the trunk than a distance equal to 3 times the trunk diameter of well-established rooted trees, and 5 times the trunk diameter of shallow rooted trees. The locations of existing trees where tree roots are expected to be encountered are shown on the plans.

All unclassified fill material found within the new roadway section shall be removed and paid in accordance with the bid item for unclassified excavation. If the unclassified fill material is encountered within the subgrade preparation area, the removal of said unclassified excavation shall be paid for at the unit price for over-excavation.

300-2.1.1 Requirements. *Add the following:*

- a) Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 1-1/2 inches. Where only the surface of exiting bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.
- b) Concrete Pavement. Concrete pavement shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of 1-1/2 inches. If saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat straight

lines for the purpose of removing the damaged pavement areas. Such saw cuts shall be either parallel to the original saw cuts or shall be cut on an angle which departs from the original saw cut not more than 1 inch in each 6 inches.

- c) Concrete Curb, Walk, Gutter, Cross gutters, Driveways, Access Ramps and Alley Intersections. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1-1/2 inches. Concrete sidewalk, access ramp or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except where the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1-1/2 inches on a neat line at right angles to the curb face.

Contractor shall protect and support in-place and intact all existing curb and gutter improvements to remain, during excavation and construction.

Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 7-9 of the Standard Specifications.

300-2.2.2 Wet Material. *of the Standard Specifications is hereby deleted and replaced with the following:*

If required excavated material is unsatisfactory for use as backfill solely because of high moisture content, the Contractor shall provide imported Crushed Miscellaneous Base backfill per the requirements of Subsection 306-1.3.7 of the Standard Specifications. If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the Contract, the imported backfill will be paid at the contract unit price bid per ton for CRUSHED MISCELLANEOUS BASE (OVER-EXCAVATION), based on weigh master's certificates, and no additional compensation will be allowed.

Payment for the requirements of OVER-EXCAVATION, as directed and authorized by the Engineer, including all labor, tools, equipment and materials associated with excavation, removal, transportation and disposal of any excess material away from the project site, shall be included in the contract unit price bid per cubic yard, and no additional compensation will be allowed.

Otherwise, the work and material shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to remove and dispose of all excess material resulting from earthwork operations, including excavated native soils, P.C.C., asphalt pavement, aggregate base materials, pavement fabric and material of any character that is not suitable for use in fill or backfill. Any excess material not needed for the project shall be removed from the project by the Contractor and disposed of in compliance with local, state and federal regulations.

300-2.7 Selected Material. *of the Standard Specifications is hereby deleted and replaced with the following:*

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil or other specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

300-2.8 Measurement. *a) and b) of the Standard Specifications are hereby deleted and replaced with the following:*

- a) Excavating the roadway prism including bituminous and concrete pavement and public and private road approaches.
- b) Excavating concrete curb, walk, gutters, cross gutters, driveways, access ramps, alley intersections and connections.
- c) The measurements for the bid item for Unclassified Excavation shall include A.C. and P.C.C. pavement removal, subgrade excavation, sawcuts, removals and disposal of existing pavement sections, Portland cement concrete, pavement fabric/Petromat, abandoned concrete culverts, miscellaneous P.C.C. improvements, roots, and subgrade materials within the roadway prism. Quantity measurement shall be based on field measured excavation areas of the removal areas as shown on the plans. No measurement shall be made for curb ramp, driveway, local depression, cross gutter, curb and gutter or sidewalk removals.

300-2.9 Payment. *Add the following:*

Payment for **BID ITEM NO. 5 – UNCLASSIFIED EXCAVATION (8” DEPTH ROADWAY EXCAVATION FOR LOCALIZED REPAIRS)** shall be included in the contract unit price bid per cubic yard (CY), and shall include all labor tools, equipment and materials required for sawcut, removal, and disposal of existing roadway section, bituminous pavement, concrete pavement, base materials, miscellaneous P.C.C. curb, gutter, concrete, pavement reinforcing fabric/petromat, abandoned concrete and/or steel culverts, irrigation improvements, plants, shrubs, root pruning, removal of existing base material and other excavation necessary to establish the finished subgrade elevations for the roadway improvements, as shown on the plans, complete in place, and as accepted by the Engineer. No additional compensation will be allowed therefore.

Full compensation for unclassified excavation required for miscellaneous P.C.C. concrete removals, such as curb and gutter, curb (only), driveways, cross gutter, sidewalk, ramps, etc., shall be included in the unit price bid for the various items of work being affected. No additional compensation will be allowed therefore. Quantity shall be the in-place volume of material removed—truck counts will not be allowed. No payment for over-excavation will be made unless specifically directed by the Engineer.

302-5 ASPHALT CONCRETE PAVEMENT.

Asphalt concrete shall conform to Section 302-5 of the Standard Specifications; Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications, per Typical Sections and details as shown on the plans, and shall conform to the following:

302-5.1 General. *Add the following:*

Asphalt Concrete (AC) for full depth AC repairs and slot paving, shall be Type C1-PG 64-10 or C2-PG 64-10 and shall be constructed using two lifts.

Asphalt Concrete (AC) for variable level course and overlay shall be Type C1-PG 64-10.

Finished surface of the new pavement at the edge of gutter shall be:

- a) 1/4" higher than edge of gutter for streets without bike lanes, and
- b) Flush with edge of gutter for streets with bike lanes and within ADA path of travel and/or crosswalk areas.

The Contractor shall be responsible for maintaining location of and access to, all water gate valves during construction.

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by air-blow, water and/or hand broom. All striping, markings and raised pavement markers shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching. The surface shall be free of water, dust, and foreign materials before tack coat is applied.

Asphalt concrete shall be compacted to achieve at least 95 percent of the relative compaction.

The Contractor shall feather new asphalt concrete as required by the Engineer at join locations, to form a smooth transition with existing pavement.

All work shall be performed to the satisfaction of the Engineer.

302.5.4 Tack Coat. *Add the following:*

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall sawcut existing pavement to provide straight neat lines and transition last twenty (20) feet of new pavement to form a smooth transition with the existing pavement.

302-5.6 Rolling.

302-5.6.1 General. *Add the following:*

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt mixture. A pass shall be a movement of a roller in both directions over the same path. A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

Pneumatic rollers shall not be used without prior approval of the Engineer. The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; variations at joints shall be no greater than 1/8". If such joint exists, the Contractor shall be required to

replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall sawcut existing pavement to provide straight neat lines and transition last twenty (20) feet of new pavement to form a smooth transition with the existing pavement.

½” to 1½” AC leveling course shall conform to the provisions of Section 203 and 302 of the Standard Specifications and shall be constructed to the limits shown on the improvement plans made part of these specifications.

Asphalt concrete shall be thoroughly compacted by rolling. The number of rollers necessary will be established in accordance with Section 302-5.6.1 of the Greenbook Specifications.

302-5.6.2 Density and Smoothness. *Add the following:*

All compacted asphalt concrete shall have a relative compaction of not less than 95 percent in accordance with Section 302-5.6.2 of the Greenbook Specifications.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint. Join lines between successive runs shall be within 5 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

The Contractor shall provide for adequate quality control measures to ensure that delivery of asphalt concrete shall be neither too slow nor too fast to prevent stopping of the paving operation and/or cooling of the asphalt concrete material. Material delivery scheduling and handling is critical to provide for optimum compaction opportunity and maximize ride quality performance.

Rock dust blotter material shall be required immediately after the completion of the “finish rolling” and prior to opening to traffic to prevent bleeding and tracking of the asphalt concrete material.

302-9.9 Payment. *Add the following:*

Payment for **BID ITEM NO. 8 – ASPHALT CONCRETE (AC) LEVEL COURSE PAVEMENT (TYPE C1-PG 64-10)** shall be at the contract unit price bid per ton (TON) based upon **certified weigh master tickets**. The unit price shall include all surface preparation, compaction, tack coat, and all labor, tools, equipment, materials, and incidentals required to complete the work. No additional compensation will be allowed.

Payment for **BID ITEM NO. 10 – ASPHALT CONCRETE (AC) PAVEMENT (TYPE C1-PG 64-10 OR C2-PG 64-10) FOR FULL DEPTH REPAIRS** shall be at the contract unit price bid per ton (TON) based upon **certified weigh master tickets**. The unit price shall include all surface preparation, compaction, tack coat, and all labor, tools, equipment materials, and incidentals required to complete the work. No additional compensation will be allowed.

Payment for **BID ITEM NO. 9 – ASPHALT CONCRETE (AC) OVERLAY PAVEMENT (TYPE C1-PG 64-10 OR C2-PG 64-10)** shall be included in the contract unit price bid per ton (TON), based upon **certified weigh master tickets**. The unit price shall include all surface preparation, tack coat, rock dust blotter, labor, tools, equipment, materials, and incidentals required to complete the work. No additional compensation will be allowed.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.5.5 Alley Intersections, Access Ramps, and Driveways. Add the following:

The Contractor shall sawcut, remove, and dispose of existing improvements, and construct new driveway approach, including integral curb and gutter, conforming to the SPPWC Standard Plan No. 110-2, with driveway widths (W) and Driveway “X” as shown on the Plans, and as directed by the Engineer.

All related work shall conform to the provisions of Section 303-5 of the Standard Specifications, the Plans and these Specifications.

Concrete shall be Class 520-C-2500.

Asphalt Concrete for slot paving or driveway transitions on private properties shall be Type B PG 64-10, conforming to the requirements of Section 302-5 of the Standard Specifications; Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications, and of these Technical Provisions. Contractor shall obtain written approval from the property owner prior to start of any construction, if required on private property.

The Contractor shall sawcut and remove existing asphalt concrete or existing concrete driveway approach and sidewalk at locations shown in Appendix E of these Specifications, where encountered for constructing new driveway approach. The remaining asphalt or concrete pavement adjacent to new driveway approach shall be protected in-place and intact. Any damage caused by the Contractor shall be replaced at no cost to the City.

All removals shall be to the nearest existing score lines. Contractor shall walk the job with the City Inspector to mark removal limits prior to commencing work. All new score lines shall be tooled and spacing should match existing.

One foot (1’) slot patch at the back of the driveway approach adjacent to existing asphalt concrete driveway shall be replaced as required with a structural section of 6” AC over 6” CMB.

The Contractor may also be directed by the Engineer to sawcut and remove existing improvements and construct four inch (4”) concrete over four inch (4”) CMB in parkway areas (adjoining to driveway areas) or beyond public right-of-way to match existing improvements.

New improvements shall be constructed to grades indicated on the plans and in such a manner as to match existing improvements and field condition with proper grade to form a safe and smooth riding surface.

The Contractor shall be responsible to oversee the curing of all concrete improvements to prevent graffiti damage or other unauthorized markings in new concrete surfaces. Any concrete surface deemed unacceptable to the Engineer, shall be replaced by the Contractor at no cost to the City.

Damage to any existing improvements shall be remedied by sawcutting, removal and reconstruction at the Contractor's expense and to the satisfaction of the Engineer. Removals, relocations, and/or adjustments not covered by a separate bid item but necessary for the proposed concrete construction shall be included in the unit price bid for the various items of work involved.

The Contractor shall maintain safe access to all residents/ business establishment at all times throughout the duration of the contract. The only permitted interruption to access will be during placement of concrete. No establishment shall be denied access more than one day at a time. Contractor shall install steel plates after finishing the concrete, to provide access during the cure period. The Contractor shall pour new P.C.C. improvements in such a fashion as not to interrupt the access to residences near the job site.

Should a driveway be excavated at the end of a workday, the Contractor shall provide a temporary access ramp to residences/businesses. The temporary access ramp shall be removed by the Contractor on the following day so that driveway construction can be completed. Access to building over newly placed ramp shall be provided the day following the placement of ramp. New ramp shall be protected by the Contractor with the use of materials such as roofing paper, plywood, or other means approved by the Engineer. The cost for the placement of the temporary ramp/plate, and its removal shall be included in the unit cost bid for the various items of work involved, and no additional compensation will be allowed therefore.

All root pruning to be performed must be coordinated with the City Arborist via the Public Works Operations Manager at (626) 402-7376, a minimum of 2 working days in advance of scheduled work. **The Contractor shall not cut any roots without the prior consent of the City Arborist.** General guidelines set forth by the City Arborist dictate root pruning no closer to the trunk than a distance equal to 3 times the trunk diameter of well-established rooted trees, and 5 times the trunk diameter of shallow rooted trees. The locations of existing trees where tree roots are expected to be encountered are shown on the plans.

303-5.5.5.1 Detectable Warning Surface on Existing Ramps.

For all retrofit installations of detectable warning surfaces on existing curb ramps, the detectable warning surface required shall be **SURFACE MOUNT/RETROFIT DETECTABLE WARNING SURFACE** manufactured by ARMORCAST PRODUCTS, 13230 Saticoy Street, North Hollywood, CA 91605, Tel: (818) 982-3600, Fax: (818) 982-7742, info@armorcastprod.com, or approved equal.

The color of the detectable warning surface shall be RED BRICK or approved equal, or as directed by the Engineer.

The detectable warning surface shall be installed across the entire width of the bottom of the passageway ramp, and shall conform to ADA Requirements and Caltrans Standard Plan A88A, as directed by the Engineer.

The detectable warning surface shall be installed in accordance with the manufacturer's recommendations and instructions; and the manufacturer shall provide a minimum 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound on cane acoustic quality, or deterioration of the detectable warning surface. The warranty period shall commence on the date of acceptance.

Any existing improvements damaged by the Contractor's operations shall be replaced in kind at the Contractor's expense and no additional compensation will be allowed therefore.

Payment for **BID ITEM NO. 14 – FURNISH AND INSTALL DETECTABLE WARNING SURFACE ON EXISTING RAMPS** shall be at the contract unit price bid per each (EA) detectable warning surface constructed in place, and shall include full compensation for all labor, materials, tools, equipment, warranty, and incidentals necessary to complete the work involved, complete, in place, and accepted. No additional compensation will be allowed therefore.

303-5.1.2 Curb. *Add the following:*

The Contractor shall sawcut, remove, and reconstruct curb and gutter conforming to the SPPWC Standard Plan No. 120-2. Curb and gutter shall be Type A2-8, or A1-8, in conformance with all applicable sections of the Greenbook. Subgrade under all new curb and gutter shall be compacted to 95 percent relative density. All roots and stumps shall be removed and/or ground to six (6) inches below sub-grade.

The concrete class shall be 520-C-2500.

The work shall include replacement or relocation of any damaged irrigation lines and sprinkler heads to a condition equal to existing; and replacement of any grass damaged as a result of the construction operations with sod.

Weakened plane joints are required every ten (10) feet. Transitional curb or curb and gutter shall be five (5) feet from one type to the other. No construction joints will be permitted.

The removal of the curb or curb and gutter shall not result in any damage to adjacent sidewalk, driveway approach or other improvements unless indicated on the plans. The top of curb elevations for the proposed curb and gutter shall match the existing top of curb elevations unless otherwise indicated on the plans. Any damage to adjacent improvements will be repaired at the Contractor's expense.

Where existing red curb is removed and reconstructed, the Contractor shall paint the newly constructed curb (the curb face and top of curb) red. The paint material shall be water-base and shall be Pervo Paint, Red Curb Paint #3123 or approved equal. **Locations and lengths of red curb shall match existing locations and lengths as shown on the plans.**

Should the Contractor request and obtain permission to use admixtures for his own benefit, he shall furnish such admixtures and incorporate them in the concrete mixture at his expense, and no additional compensation will be allowed therefore.

Should the Engineer direct the Contractor to incorporate any admixtures in the concrete when their use is not required by these specifications, furnishing the admixtures and adding them to the concrete will be paid for as Extra Work as provided in Subsection 3-3, as amended by these Special Provisions.

303-5.5.3 Walk. *Add the following:*

1. Construction of 4" Concrete Sidewalk:

The Contractor shall construct new Portland cement concrete sidewalk conforming to the Standard Specifications and SPPWC Standard Plan No. 112-2, with lines and grades to meet existing.

Concrete shall be Class 520-C-2500

The Contractor may be directed to construct new concrete walkways or steps in landscaped areas and on private properties, where required.

The Contractor shall sawcut and remove existing asphalt concrete or existing concrete sidewalk within construction limits where encountered for constructing new sidewalk. The remaining asphalt or concrete pavement adjacent to new sidewalk shall be protected in-place and intact. Any damage caused by the Contractor shall be replaced at no cost to the City.

All removals shall be to the nearest existing score lines. Contractor shall walk the job with the City Inspector to mark removal limits prior to commencing work. All new score lines shall be tooled and spacing should match existing.

One foot (1') slot patch at the back of the sidewalk adjacent to existing asphalt concrete driveway shall be replaced as required with a structural section of 6" AC over 6" CMB.

The Contractor may also be directed by the Engineer to sawcut and remove existing improvements and construct four inch (4") concrete over four inch (4") CMB in parkway areas (adjoining to sidewalk areas) or beyond public right-of-way to match existing improvements.

The Contractor shall protect all existing drainage pipes and structures, and other existing improvements not designated to be removed, in-place and intact.

At all times the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of forty-eight inch (48") clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

2. Unclassified Excavation:

The unclassified excavation shall consist of all excavation for the construction of sidewalk. The Contractor shall also cut and remove any tree roots encountered within construction limit to at least six (6) inches below the subgrade.

Contractor shall protect and support in-place and intact all existing curb drain lines during excavation and construction.

3. Irrigation Lines and Sprinkler Heads:

The Contractor shall furnish and install all new pipe size to match existing but no less than ½” schedule 40, PVC pipe to tie into existing pipes, new sprinkler heads equal to or better than existing, and all appurtenances. All work shall conform to Sections 212-2 and 308-5 of the Standard Specifications and as directed by the Engineer.

Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 7-9 of the Standard Specifications.

The Contractor shall cut interfering portions of existing irrigation lines and cap all ends for future reconnection.

The Contractor shall modify, relocate or replace and/or extend all encountered irrigation lines or sprinkler heads so as to give full coverage to landscape area.

All repair and replacement of the irrigation system shall be done within five (5) days or sooner after disconnection. During disconnection period of existing irrigation systems, the Contractor shall maintain the existing grass, trees, shrubs, and other existing landscape in a live condition with temporary irrigation system and/or shall water the landscaped areas by hand. Homeowner's water supply shall not be used without written consent from each homeowner.

As determined in the field by the Engineer, the Contractor may be directed to extend the existing sprinkler system or place a P.V.C. sleeve into the landscaped area between the curb and sidewalk and other locations as necessary.

Prior to accepting work, the Contractor must turn the system on, and it must work properly in the presence of and to the satisfaction of the Engineer and property owner. The Contractor, at no cost to the City, shall replace any damaged and dead grass or landscaping beyond construction limits resulting from Contractor's operation or insufficient water supplies.

4. Sod and Modified Class "A" Topsoil:

The Contractor shall furnish and place Modified Class "A" Topsoil and new sod in accordance with Section 212-1 and Section 308 of the Standard Specifications for parkways and behind the right-of-way areas. The limits of sodding shall be as indicated in this specification.

During construction, the Contractor shall protect and support existing irrigation lines and sprinkler heads in place and intact. The Contractor shall adjust them to the proper level if necessary.

Prior to performing any landscaping work, Contractor shall place a 4-inch (4”) thick imported Modified Class "A" Topsoil for the top layer of landscaping area.

The Modified Class "A" Topsoil shall consist of 80% content of Class "A" Topsoil per the Standard Specifications and 20% content of processed wood product of type "I" organic soil amendment per the Standard Specifications.

The Contractor shall place new sod in the areas adjoining the newly constructed concrete improvements that were disturbed by his/her operations.

The Contractor shall also place new sod for filled and regraded areas. The Contractor may be directed by the Engineer to sod other areas as necessary in conformance with these Specifications.

The Contractor shall select the type of new sod that matches or most matches the existing sod, or as directed by the Engineer.

Upon the completion of the removal of existing concrete improvements for which no replacement is required, the Contractor shall backfill the void with Modified Class "A" Topsoil for placing new sod as directed in those respective bid items.

5. Miscellaneous Clearing and Grubbing:

The Contractor shall trim all encountered bushes, hedges, plants, and vegetation having diameters equal to or less than six inches (6") measured at eighteen inches (18") above adjacent top of curb within construction limits, as directed by the Engineer. All roots and stumps shall be removed and/or ground to six inches (6") below subgrade. Upon completion of trimming, all debris shall be cleared from the site.

6. Regrading:

Some areas adjoining to new sidewalk will be lower or higher than new sidewalk grade. At these locations the Contractor shall be required to regrade the area to a slope of 3:1 max. from the edge of the new sidewalk to meet existing ground.

The Contractor may be directed to regrade beyond the above ratio where necessary. Also, the Contractor shall fill all low areas to meet new or existing grade by using uncontaminated project excavation materials.

All regraded or filled areas shall receive four inch (4") thick Modified Class "A" Topsoil for placing new sod to match existing; therefore, the Contractor shall fill or excavate those areas accordingly. Sod shall be placed only where sod exists prior to cut and fill.

7. Root Pruning:

All root pruning to be performed must be coordinated with the City Arborist via the Public Works Operations Manager at (626) 402-7376, a minimum of 2 working days in advance of scheduled work. **The Contractor shall not cut any roots without the prior consent of the City Arborist.** General guidelines set forth by the City Arborist dictate root pruning no closer to the trunk than a distance equal to 3 times the trunk diameter of well-established rooted trees, and 5 times the trunk diameter of shallow rooted trees. The locations of existing trees where tree roots are expected to be encountered are shown on the plans.

8. Concrete Work Schedule:

The Contractor shall schedule and conduct all work such that the time between the demolition and reconstruction of the sidewalk shall be limited to **five (5) working days** for residential areas and **three (3) working days** for business areas. Sidewalks shall not remain demolished over any weekend or holiday period without consent from the Engineer.

303-8.9 Measurement. *Remove section.*

303-8.10 Payment and Measurement. *Add the following:*

Payment for **BID ITEM NO. 11 – SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW PCC CURB & GUTTER PER SPPWC STD. PLAN NO. 120-2, TYPE A2-8** shall be per the unit price bid per lineal foot (LF) and shall include all labor, materials and equipment necessary for sawcut, removal & disposal of existing improvements, root removal, subgrade preparation, forms, P.C.C. improvements, expansion joints and details, finishing, curing, painting red curbs, backfilling behind curb and gutter, restoring form areas, replacement of all existing landscape planting damaged by construction with plants and/or sod, as directed by the Engineer, restoring irrigation improvements damaged by construction and all other work required to complete the work. New curb and gutter shall be constructed to provide proper flow line with existing improvements. Curb height shall vary as necessary to join existing improvements. Transitional curb and gutter shall be five (5') feet from one type to the other. Weakened plane joints are required every ten (10) feet. No additional compensation will be allowed.

Payment for **BID ITEM NO. 12 – SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW PCC CURB PER SPPWC STD. PLAN NO. 120-2, TYPE A1-8 (VARIABLE CURB FACE)**, shall be per the unit price bid per lineal foot (LF) and shall include all labor, materials and equipment necessary for sawcut, removal & disposal of existing improvements, root removal, subgrade preparation, forms, P.C.C. improvements, expansion joints and details, finishing, curing, painting red curbs, backfilling behind curb and gutter, restoring form areas, replacement of all existing landscape planting damaged by construction with plants and/or sod, as directed by the Engineer, restoring irrigation improvements damaged by construction and all other work required to complete the work. New curb and gutter shall be constructed to provide proper flow line with existing improvements. Curb height shall vary as necessary to join existing improvements. Transitional curb and gutter shall be five (5') feet from one type to the other. Weakened plane joints are required every ten (10) feet. No additional compensation will be allowed.

Payment for **BID ITEM NO. 13 – SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW 4" PCC SIDEWALK PER SPPWC STD. PLAN NO. 112-2** shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted. Payment for the preceding requirements shall include:

1. Removing existing concrete sidewalk at parkway repair locations, sawcutting, clearing and grubbing, unclassified excavation, and 4" Portland cement concrete construction.
2. Restoring sprinkler systems including all reducers for different pipe sizes, and from existing or new pipes to the sprinkler heads, connection points, all fittings, all tees and ells, backfill

material for pipe trench, and all miscellaneous materials for proper installation and for construction of complete sprinkler systems.

3. Furnishing and placing Modified Class "A" Topsoil and new sod.
4. Performing Miscellaneous clearing and grubbing.
5. Re-grading the areas behind the new sidewalk as stated herein.
6. Removing and replacing existing PCC improvements in the parkway or behind R.O.W. at the marked limits or as directed by the Engineer in the field.
7. Adjusting water meter boxes and pull boxes, including conduits (if required), to finished grade.
8. Protecting in-place the existing mail boxes or installing new posts and reattach.
9. Grinding existing stumps only (if trees were previously removed by others).
10. Removing miscellaneous parkway concrete, and replacing with modified class "A" topsoil.
11. Providing one foot (1') wide AC slot patch (4"AC/4"CMB) paving behind sidewalk adjacent to asphalt concrete driveways at required locations.
12. Tree root pruning as directed and approved by the City Arborist.

No additional compensation will be allowed.

Payment for **BID ITEM NO. 15 – SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW 6" PCC DRIVEWAY PER SPPWC STD. PLAN NO. 110-2 (TYPE & SIZE PER PLAN)**, shall be at the contract bid item price per square foot (SF) and shall include, sawcutting, removal and disposal of existing concrete improvements, unclassified excavation, root pruning as directed by the City Arborist, subgrade preparation, compaction, slot paving, sawcut for control joints and new PCC concrete driveway approach and integral curb and gutter, driveway transitions onto private property, and all other work as required to complete the work. No additional compensation will be allowed.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS AND PAVEMENT MARKERS

GENERAL

The Standard Specifications, State of California, Department of Transportation, Division of Highways (2023 edition), Sections 81, 82, and 84 shall be used for all the work specified in these sections.

All signing and striping shall conform to the current version of the California Manual on Uniform Traffic Control Devices (CA MUTCD).

All conflicting striping and pavement marking shall be removed per **Cal/OSHA** Standards Rules.

Contractor shall completely install the cat-track/layout of the proposed striping and contact Traffic Engineering within 24 hours. The City Traffic Engineer and/or the designee will review and approve the cat-track/layout of the proposed striping in five (5) working days after the Contractor's notification. The final installation of the pavement striping and markings shall be completed by the Contractor within 72 hours after receiving the City Traffic Engineer's and/or the designee's approval of the cat-track/layout of the proposed striping.

All Pavement Striping and Marking shall be **Thermoplastic**. All White and Yellow longitudinal pavement stripe/markings shall be done with **Long Ribbon Striper**.

Green bike lane pavement markings shall be Ennis Flint PreMark Bike Lane Green Pavement Marking with Vizigrip or City approved equal.

The cost of furnishing and installing signs, stripes, and markings, including mounting provisions, and all incidentals shall be considered included in the Contract lump sum price bid for **BID ITEM NO. 24 – TRAFFIC SIGNING, THERMOPLASTIC STRIPING, MARKINGS & RAISED PAVEMENT MARKERS.**

SECTION 81 – MISCELLANEOUS TRAFFIC CONTROL DEVICES

Section 81 of the California Standard Specifications with the following additions shall apply:

Description

The work to be done shall consist of furnishing and placing pavement markers, of the types designated, as shown on the plans or where directed by the Engineer.

Type B (Blue) - Reflective, two-way blue markers shall be installed as directed by the Engineer in line to each fire hydrant.

Type of Pavement Markers

The type of pavement markers to be supplied and installed for this project shall be:

Type A:	Non-Reflective, White
Type B:	Blue-Reflective, Two-Way Blue
Type D:	Reflective, Two-Way Yellow
Type G:	Reflective, One-Way Clear

Sampling, Tolerances and Packaging

The testing requirements shall be amended as follows:

1. In lieu of physical testing in the manner of and as prescribed by these Sections, the Contractor shall submit to the Engineer a certification provided by the Supplier that the

reflective pavement markers are in conformance to the requirements of these Sections of the Standard Specifications.

Placement

1. The pavement markers shall be cemented to the pavement with Bitumen Marker adhesive, including area where the markers are protected from all traffic.
2. Pavement markers will be placed on a line established by the Engineer. The line will be the painted channelization placed on the street after the completion of the pavement work. Markers shall be placed a minimum of 14 days after surface course of asphalt concrete pavement has been placed.

All additional work necessary to establish lines for the markers shall be performed by the Contractor, including correction of minor irregularities in the line established by the Engineer.

3. The Contractor shall, at the time of preconstruction meeting, be prepared to submit to the Engineer a schedule of values for the lump sum work for Bid Item No. 24, and an implementation plan for the marker installation, for review and approval. The plan shall include, but not be limited to, the days and hours that the markers will be installed, and any lane closures proposed by the Contractor for the marker installation. If lane closures and/or traffic detouring is proposed, a schematic drawing denoting method and signing shall accompany the implementation plan.

Payment

Payment of the requirements of **BID ITEM NO. 24 – TRAFFIC SIGNING, THERMOPLASTIC STRIPING, MARKINGS & RAISED PAVEMENT MARKERS**, shall be included in the Contract LUMP SUM (LS) price bid, and shall include full compensation for all labor, tools, materials, equipment and incidentals required to complete the work, complete in place, including furnishing and placing pavement markers, including Type B (blue) pavement markers, adhesives, thermoplastic striping and markings, red curb painting, new signs and posts, as shown on the plans and specified in the Specifications and these Special Provisions, and as directed by the Engineer. No additional compensation shall be allowed. **The Contractor shall submit a schedule of values for the lump sum work at the preconstruction meeting.**

SECTION 84 - MARKINGS

Section 84 of the California State Standard Specifications with the following additions shall apply:

All traffic striping, markings, and all other directional information that is eliminated due to construction shall be repainted and/or replaced by the Contractor as directed by the Engineer.

Temporary or alterations to the existing traffic striping and markings shall be removed by wet sandblasting (or by other approved methods) when they are no longer required.

All existing traffic striping and markings which will conflict with the new traffic striping and markings shall be removed by wet sandblasting (or by other approved methods). (See Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings").

Traffic striping and markings plan shall supersede the "California State Standard Specifications." All other striping, pavement markers, and curb markings not designated on the plans shall be done in accordance with the "2018 California State Standard Specifications."

Layout, Alignment and Spotting

A minimum of 48 hours prior to permanent application, the layout spotted in advance shall be approved by the Engineer. All new traffic striping shall join existing traffic striping.

Application (Traffic Striping)

Traffic stripes shall be applied in accordance with the requirements specified for applying traffic stripes, pavement markings, and legends.

Measurement and Payment

In addition to items specified in the California State Standard Specifications, all costs for temporary pavement painting and detour traffic control for the convenience of the Contractor, including costs for the removal by wet sandblasting of existing and/or temporary markings that conflict with final traffic markings shall be included in various items that requires the work and no additional payment will be made to the Contractor.

The traffic striping and markings shall include any additional traffic striping required to join existing traffic striping, placement of all raised pavement markers including blue pavement markers for fire hydrant locations.

Stencils

Stencils and the use thereof shall conform to the following requirements:

All Stenciling shall match City of South Pasadena stencils.

Working Hours and Lane Closure Instructions

Street painting to include lines, legends, cross walks, and all associated preparatory and protective activity and devices shall be allowed only during 9:00 a.m. to 4:00 p.m., except for the following special restrictions, unless otherwise approved or directed by the Engineer:

Legend painting of major and primary arterial streets (three thru travel lanes) shall allow for two (2) thru lanes in each direction to remain open at all times.

Legend painting on primary and secondary arterial streets (two thru travel lanes) shall allow for one (1) thru travel lane in each direction to remain open at all times.

All single left turn lane closures for legend painting shall be properly signed for "NO LEFT TURN".

All dual left turn lane closures shall allow for one lane to remain open at all times.

Remove Traffic Stripes and Pavement Markings

This section is modified as follows:

Traffic stripes and pavement markings shall be removed to the fullest extent possible from pavement by wet sandblasting. Sand deposited on pavement as markings are removed shall be cleaned up by a street sweeper, all sidewalk areas shall be kept clean of all removal sand that accumulates and might interfere with or constitute a hazard to vehicular traffic or pedestrian travel.

Payment for the requirements of Sandblasting Conflicting Traffic Striping including all labor, materials, and equipment necessary to complete the work shall be included in the contract lump sum price bid for **BID ITEM NO. 24 – TRAFFIC SIGNING, THERMOPLASTIC STRIPING, MARKINGS & RAISED PAVEMENT MARKERS**, and no additional compensation will be allowed.

Payment

Payment of the requirements of traffic signing, thermoplastic striping, markings & raised pavement markers, shall be included in the Contract LUMP SUM (LS) price bid, and shall include full compensation for all labor, tools, materials, equipment and incidentals required to complete the work, complete in place, including furnishing and placing pavement markers, including Type B (blue) pavement markers, adhesives, thermoplastic striping and markings, red curb painting, new signs and posts, as shown on the plans and specified in the Specifications and these Special Provisions, and as directed by the Engineer. No additional compensation shall be allowed. **The Contractor shall submit a schedule of values for the lump sum work at the preconstruction meeting.**

PART 4 - EXISTING IMPROVEMENTS

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL. *Add the following:*

Adjust Water Valve Frame & Cover to Grade:

Contractor shall adjust existing water valve frame and covers to grade in conformance to the provisions of section 403 of the Standard Specifications, and the following additions and revisions, where shown on the plans or as required by the Engineer.

Water valves shall be protected in place and shall be accessible at all times during construction.

Valve covers shall be marked as to their location by the Contractor prior to the placement of the pavement. The Contractor shall furnish new valve cans if existing cans are damaged during operation. Existing covers shall be replaced with new covers which shall be adjusted to new pavement grade 48 hours after paving operation.

Contractor shall notify the City of South Pasadena Water Department, forty-eight hours prior to beginning work. All work adjusting City water valve cans and covers to grade shall be performed by the Contractor and inspected and approved by the City of South Pasadena Water Department.

Valve boxes shall be checked with a valve key for proper operation.

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations. The Contractor may salvage and utilize all existing caps or

sleeves, but shall be required to furnish all sleeve extensions. Any lost caps or sleeves shall be replaced by the Contractor at his cost.

All existing broken water sleeves shall be removed and replaced by the Contractor who shall contact the City Water Department to pick up new sleeves for replacement.

Adjust Manhole Frame & Cover to Grade:

Adjust manhole frame and cover to grade shall conform to Section 302-5 and 403 of the Standard Specifications, where shown on the plans or as required by the Engineer. Adjustment to grade of sewer manholes shall conform to SPPWC Standard Plan No. 205-3.

Adjustment to grade of Los Angeles County storm drain manholes shall conform to Los Angeles County Flood Control District (LACFCD) standards and specifications. Contractor shall prepare, process, pay all fees, and obtain a flood permit from LACFCD for adjustment of their manholes (see Appendix B).

Adjustment to grade of Los Angeles County sewer manholes shall conform to Los Angeles County Sanitation District (LACSD) standards and specifications (see Appendix B).

Work shall include the removal or furnishing of grade rings as necessary to adjust the manhole to grade.

To Subsection 403-3, "MANHOLES IN ASPHALT CONCRETE PAVEMENT," add the following:

Delete Paragraph 4 and add:

The method of adjusting manholes in areas of reconstruction shall be as follows:

1. Upon completion of roadway construction, circular holes shall be cut where the manholes exist. The diameter of the circular hole shall be at least 24-inches larger than the O.D. of the manhole.
2. The manholes shall then be raised or lowered to the finished pavement. The manhole frame and cover shall be suitably blocked and grouted in-place to the satisfaction of the Engineer.
3. A concrete collar shall be poured around the manhole to 3-inches below finished pavement grade. Said concrete collar shall have a minimum depth of 8-inches and be placed over 4-inches CMB thoroughly compacted to a minimum relative compaction of 95 percent.
4. After the concrete has cured sufficiently, a tack coat shall be applied and a minimum of 3" of asphalt concrete hot mix Type C2 PG 64-10 shall be placed to finished pavement grade.

Portland cement class shall be 560-C-3250 as specified in Section 201 of the Greenbook.

Contractor shall notify the Metropolitan Water District (MWD), Los Angeles County Sanitation District (LACSD) and Los Angeles County Flood Control District (LACFCD) for coordination of manhole adjustment of their facilities at least two working days prior to beginning work.

The Contractor shall exercise care so that surface materials such as rocks, dirt and debris do not enter sewer or storm drain lines.

All manholes shall be thoroughly cleaned and any construction debris removed which may have entered the manhole due to the Contractor's operations.

403-5 PAYMENT. *Add the following:*

Adjust Water Valve Frame & Cover to Grade:

Payment for **BID ITEM NO. 16 – ADJUST WATER VALVE FRAME & COVER TO GRADE** shall be at the contract bid item price per each (EA) existing valve (including replacement frame and/or cover) adjusted to grade, and shall include full compensation for removal, salvage and disposal of existing improvements, providing all labor, tools, equipment, materials and incidentals necessary for doing the work in compliance with the applicable standards. No additional compensation shall be allowed.

Adjust Manhole Frame & Cover to Grade:

Payment for **BID ITEM NO. 17 – ADJUST MANHOLE FRAME & COVER TO GRADE** shall be at the contract bid item price per each (EA) and shall include full compensation for providing all labor, tools, equipment, materials and incidentals necessary for doing the work in compliance with the applicable standards. No additional compensation shall be allowed.

SECTION 404 – COLD MILLING

404-1 General.

Cold Planing (Cold Milling) shall conform to the provisions of Section 404 of the Standard Specifications and shall be performed as required per Typical Sections and details shown on the Plans, or as directed by the Engineer. Traverse joint lines at the curb returns shall be sawcut as specified in Subsection 300-1.3.2 of the SSPWC.

Residue from cold planing AC and/or PCC pavement or grinding of existing gutter shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by an acceptable or approved automated sweeper and disposed of the same day of the planing and/or grinding. All materials to be removed as indicated on the plans shall be disposed of outside of right-of-way at a legal dump site as specified in Subsections 300-1.3.1 of SSPWC.

404-12 Payment. *Add the following:*

Payment for **BID ITEM NO. 6 – FULL WIDTH COLD PLANE EXISTING AC PAVEMENT** and **BID ITEM NO. 7 – 12' WIDE VARIABLE DEPTH (2" MAX) COLD PLANE EXISTING AC PAVEMENT** shall be at the contract bid item price per square foot (SF), including removal and disposal of petromat/pavement reinforcing fabric, and disposal of residue, asphalt concrete surfacing, hauling, furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers as specified in these special provisions and as directed by the Engineer, and all labor, tools, equipment and materials required to complete the work per the details shown on the plans, complete in place and as accepted by the Engineer. **The quantity to be paid for will be the actual area of surface cold planed, irrespective of number for passes required to obtain the depth shown on the plans. No additional compensation shall be allowed.**

PART 6 – TEMPORARY TRAFFIC CONTROL

601-1 GENERAL. *Add the following:*

The Contractor shall provide all traffic controls necessary to provide for the safe and expeditious movement of traffic, motorized and non-motorized (including pedestrian traffic), through the construction zones, as well as those necessary to provide for the safety of the work force performing the construction per the Traffic Control Plans included in the project drawings. Two dedicated flagmen will be required at intersections where shown on the plans and whenever at least one lane of traffic cannot be maintained simultaneously in both directions of travel, as directed by the Engineer. Access to businesses and residences must be maintained at all times.

The Contractor shall provide adequate pedestrian and vehicular traffic controls for the duration of the work in accordance with the Contract Documents including Subsection 7-10 of the SSPWC, the Work Area Traffic Control Handbook (WATCH), Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones (latest edition, Chapter 5 of the Traffic Manual, hereafter "Manual of Traffic Controls") and the City. The Contractor may obtain the Manual of Traffic Controls from Caltrans District 7, 120 South Spring Street, Los Angeles, California.

The Contractor shall include any temporary pavement necessary for the safe and expeditious movement of traffic at no additional charge.

601-3.5 Signs and Signage.

The Caltrans Standard Specifications (2023 edition), Sections 82 shall be used for all the work specified in these sections.

All signing and striping shall conform to the current version of the California Manual on Uniform Traffic Control Devices (CA MUTCD).

All conflicting striping and pavement marking shall be removed per **Cal/OSHA Standards Rules**.

SECTION 82 – SIGNS AND MARKERS

Section 82 of the California State Standard Specifications with the following additions shall apply:

In addition to those items in California State Standard Specifications, payment for relocating existing traffic signs and constructing new traffic signs and posts shall be included in the contract lump sum price bid for **BID ITEM NO. 24 – TRAFFIC SIGNING, THERMOPLASTIC STRIPING, MARKINGS & RAISED PAVEMENT MARKERS**, and no additional compensation will be allowed. All new or relocated traffic signs shall be installed on two (2) inch square Telespar posts or banded on street light poles.

Payment

Payment of the requirements of traffic signing, thermoplastic striping, markings & raised pavement markers, shall be included in the Contract LUMP SUM (LS) price bid, and shall include full compensation for all labor, tools, materials, equipment and incidentals required to complete the work, complete in place, including furnishing and placing pavement markers, including Type B (blue) pavement markers, adhesives, thermoplastic striping and markings, red curb painting, new signs and posts, as shown on the plans and specified in the Specifications and these Special Provisions, and as directed by the Engineer. No additional compensation shall be allowed. **The Contractor shall submit a schedule of values for the lump sum work at the preconstruction meeting.**

601-3.5.1. General. *Add the following:*

All excavations required for the purpose of installing traffic control signs, including construction area signs, shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are not utility facilities in the area of the proposed holes. Contractor shall notify Underground Service Alert – Southern California (USA) at 811 at least 2 working days, but no more than 14 calendar days, prior to commencing any excavation for said sign posts.

All signage conflicting with required traffic control signage shall be removed or suitably covered. Said signs shall be replaced unless designated for removal or relocation of the Plan.

This item shall include the temporary relocation of existing signs as necessary. Additionally, signs shall be posted directing pedestrians to the location of any relocated mailboxes.

The Contractor shall be responsible for the fabrication and installation of any custom detour and informational signs required for traffic control.

601-3.6.2 Cones, Tubular Markers and Channelizers. *Add the following:*

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General", of the Caltrans Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by Caltrans or as relieving the Contractor from his responsibility as provided in the SSPWC. Temporary pavement delineation shall be either paint or tape unless otherwise approved by the Engineer.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled days open to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement

delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

601-3.6.7 Payment. *Add the following:*

Payment for **BID ITEM NO. 2 – TRAFFIC CONTROL** shall be at the contract lump sum (LS) price bid and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work thereof. Because traffic detour and traffic control will be required throughout the life of the project, payment of the lump sum bid amount shall be made with each progress payment in direct proportion to the amount of the base bid, excluding Mobilization, and Traffic Control, earned to date.

PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 700 – MATERIALS & SECTION 701 – CONSTRUCTION

Shall conform to Sections 86 and 87 of Caltrans Standard Specifications (2023 edition), except as modified or supplemented herein.

INSTALL VEHICLE DETECTOR LOOPS

GENERAL - CIRCULAR INDUCTIVE LOOP DETECTOR INSTALLATION

Limit line loops (front loops) shall be bicycle loops per City of Los Angeles Department of Transportation (LADOT) Std. Dwg. S-70.1D(Case II).

All other loops shall be Type E loops per Caltrans Std. Plan ES-5B.

Contractor shall protect in place and re-use existing stub-out and D.L.C. in pull box. If the existing stub-out or DLCs are damaged during the paving operation, they shall be replaced at the contractor's expense.

Contractor shall cat track/layout limit lines, crosswalks, and lane lines to determine locations of the proposed loop detectors and loop detectors home runs.

Contractors shall completely layout location of the proposed loop detectors and loop detectors home runs. The City Traffic Engineer and/or the designee will review and approve the layout of the proposed loop detectors and loop detectors home runs within five (5) working days after the Contractor's notification.

The final installation of the proposed loop detectors and loop detectors home runs shall be completed by the Contractor after receiving the City Traffic Engineer's and/or the designee's approval of the layout of the proposed loop detectors and loop detectors home runs.

1. Materials

Conductors for ILD'S and lead-in cable shall be in accordance with the following:

a. The loop wire shall be of a double-insulated type, and shall comply with specifications for Caltrans Type 2 traffic loop wire. The tubing shall have an outside diameter of 0.27 inch. It shall be of a continuous and unspliced conductor, and shall be wound three turns in a clockwise direction into the saw cut by hand when the saw cut width is approximately 0.375 inch, or shall be preformed and stacked for insertion into the saw cut when the saw cut width is approximately .500 inch. The preformed loop shall consist of three (3) turns of loop wire stacked in a circle six (6) feet in diameter. Each turn shall be laid on top of another and be secured in such a manner that when it is placed in the saw cut it will remain in place and not drop in the slots. Loop wires in the home run slot shall be twisted in one direction only with at least two (2) turns per foot.

b. Loop detector lead-in cable shall be Type B. All shields shall be connected to ground on the input panel in the 332 cabinet.

c. Inductive loop detector expansion joint shall be installed where a loop wire saw cut crosses a pavement type change or where vertical pavement fracture may occur as determined by the Engineer.

2. Installation

ILD installation shall be in accordance with Section 86-5.01A (5), "Installation Details," of the State Standard Specifications, except as modified or supplemented herein. Slots for round traffic signal loop detectors shall be six (6) feet in diameter and .375 inch to a maximum of .500 inch in width, and 4.0 inches in depth. The slots shall be either core drilled or cut by the use of "Circular Loop Cutter" machine. This machine must be so configured that, once started, it will continue to cut a circle without any overlap, and able to circumscribe a six-foot-diameter round loop without being raised or repositioned. This method of installation shall not cause any additional holes to be placed in the pavement for the purpose of anchoring the installing machine.

a. Home runs shall be saw cut to the appropriate pull box, and shall be .5 inch in width by 5.0 inches in depth. In addition, home runs shall be routed along the lane lines, limit lines, and crosswalk lines when applicable.

b. Loop shall be installed on the same day in which the loop slots are cut, including placement of the loop conductors and sealant. Slot shall be completely dried before the loop conductors are installed. Loop sealant shall be Asphaltic Emulsion Sealant in accordance with Caltrans Specification. Pouring sealant into the saw cut will only be permitted if the loop saw cut is .5 inch wide.

c. Residue resulting from slot cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic, and shall be removed from the pavement surface. Water and slurry shall be vacuumed out, leaving a clean and dry loop area. This vacuumed water shall be dumped in a private dumpsite, and it will not be allowed in catch basins and storm drains.

d. Contractor shall obtain approval of exact loop location prior to final placement. The locations of the loops and beginning loop wires shall be pre-marked for inspection before cutting and installation.

e. Stub out conduits for loop detectors shall be inserted next to the gutter edge in the street, be a minimum of 1.5 inches in diameter, and installed at a minimum depth of eight (8) inches from the top of the pavement. Dust seal shall be used at the end of the conduit during loop installation. Loop sealant is not allowed in the conduit. The end of future loop stub out shall be exposed for inspection and backfill with sand and cold patch.

f. The exact location of each stub out shall be marked with a concrete nail driven into the top of the curb. The concrete nail shall have red top.

g. Contractor shall obtain approval of exact loop location prior to final placement. The locations of the loops and home runs shall be pre-marked for inspection before cutting.

h. The job site shall be cleaned and all debris removed from City property daily, leaving the City premises clean. All debris shall be disposed of in accordance with applicable laws, rules, and regulations covering disposal of material.

3. Warranty.

All materials and workmanship to be guaranteed for a period of twelve (12) months after acceptance.

PAYMENT

Payment for the requirements of **BID ITEM NO. 18 – INSTALL VEHICLE LOOP DETECTORS**, shall be included in the Contract unit price bid per EACH (EA) new traffic loop detector constructed in place and shall include all costs of furnishing and installing loop detectors at those locations, type and location as shown on plans, including loop wire, pre-formed loops, sealant, expansion joints, saw-cut equipment, traffic control, testing, and all incidentals. No additional compensation will be allowed therefore.

REMOVE EXISTING HPS LUMINAIRE ASSEMBLY, FURNISH & INSTALL NEW LED LUMINAIRE ASSEMBLY COMPLETE GENERAL - FURNISHING, REMOVALS AND INSTALLATION OF STREET LIGHTING LUMINARIES

The Contractor shall remove and dispose of the existing HPS cobra head as noted on the project plans. Disposal of any and all material salvaged to the Contractor shall be in conformance with all applicable City, State and Federal regulations.

Installation of new LED Cobra Head Assembly shall include furnishing materials, labor, equipment and any miscellaneous appurtenances required to provide achieve the intended function of the new LED Luminaire Assembly. The new luminaire assembly shall be Leotek Green Cobra GCM1-60J-MV-30K-3R-GY-090-PCR7-CR or City approved equal. Included in the materials and installation for each assembly shall be new photo cell control or shorting cap as directed by the City, mounting hardware, replacement or conductors as needed, and any other modifications necessary to complete the installation conforming to the manufacture requirements and applicable sections of the Caltrans Standard Specifications.

The Contractor shall coordinate all work with SCE, including completing applicable request for lamp changes or other notices or request documents as required by the utility. The City will assist coordination as required, however the Contractor shall be the primary point of contact and be responsible for coordinating and managing all aspects of the SCE coordination process.

PAYMENT

Payment of the requirements of **BID ITEM NO. 19 – REMOVE EXISTING HPS LUMINAIRE ASSEMBLY, FURNISH AND INSTALL NEW LED LUMINAIRE ASSEMBLY COMPLETE** shall be included in the Contract per each (EA) price bid, and shall include full compensation for all labor, tools, materials, equipment and incidentals required to complete the work, complete in place, including furnishing and installing new LED cobra head assembly, removal and salvage of existing cobra head assembly, and any other miscellaneous appurtenances to complete the work as shown on the plans and specified in the Specifications and these Special Provisions, and as directed by the Engineer. No additional compensation shall be allowed.

Add the following section:

PART 9 – WATER SYSTEMS

BID ITEM NO. 20 – REMOVE EXISTING AND INSTALL NEW 1-1/2” SERVICE AND METER PER LACWD STD. PLAN W-5 (MODIFIED) INCLUDING 1-SACK CEMENT SLURRY BACKFILL (METERS PROVIDED BY THE CITY);

BID ITEM NO. 21 – REMOVE EXISTING & INSTALL 8x8x8 CLASS 350 TEE (FL x FL x FL) WITH THRUST BLOCK PER LACWD STD PLAN W-21 (MODIFIED) INCLUDING 1-SACK SLURRY BACKFILL;

BID ITEM NO. 22 – INSTALL 8x6 REDUCER (FL x FL) INCLUDING 1-SACK SLURRY BACKFILL;

GENERAL

This section designates the requirements for the manufacture and installation of ductile iron pipe (DIP), fittings and appurtenances, to be furnished and installed by the Contractor at the location and to the lines and grades shown on the Plans as herein specified. The Contractor shall be responsible for storage, handling, pick-up and transport to the project site and installation of all pipe and fittings for this project.

During the period of construction, the Contractor shall keep existing water services in operation at all times except during those periods when the services are being reconnected to the new mainline, or when unavoidable interferences occur during the installation of new facilities.

No existing services will be disconnected and/or out of operation for a period of time greater than four (4) hours. The Contractor shall give written notice at least 48 hours in advance to all businesses and residents prior to interruption of service.

Water services, meters and meter boxes shall be constructed in the locations shown on the plans in accordance with LACWD Standard Plan W-5 as modified per Appendix C of these specifications, and as shown on the plans. Water service shall be constructed of copper tubing. New water meters shall be supplied by the City for this project. The Contractor shall be responsible for hauling/transporting the meters from the City Yard to the job site for installation. All other materials required for the new service and meter installation, **including new meter boxes**, shall be furnished by the Contractor in conformance with LACWD Standard Plan W-5 as modified per Appendix C of these specifications.

Pressure testing and disinfection shall be from the corporation stop to the proposed or existing main, and shall conform to the requirements of these technical provisions.

Contractor shall install water meter furnished by the City, and shall furnish and install new service from the angle meter stop to the new or existing main, per LACWD Standard Plan W-5 as modified per Appendix C of these specifications.

Pipe trenching shall conform to LACWD Std. Plan No. W-46, as modified per plan, including furnishing and placing 1-sack cement slurry backfill in lieu of native backfill within the trench, as shown on LACWD Std. Plan W-46. Bedding shall be sand in conformance with LACWD Std. Plan W-46.

All materials shall conform the City of South Pasadena Water Department's Material List (or approved equal), described as follows:

Pipe Class 350 Ductile Iron (DI) pipe CL51 Tyton Joint (TJ) with gasket

Water Elbows, Bends Tyler/Union mechanical joint C153 Ductile Iron compact fittings

Water main coupling Smith Blair, Romac coupling or approved equal

MJ pipe Restraint EBAA Mega lug, Romac or approved equal

Bell & Spigot restraint Romac 600 series Pipe Restraining System, or approved equal

Gate Valve Mueller A-2360 Resilient wedge gate valve, or approved equal

Insertion Valve Insta-Valve 250 Patriot Series Valve Insertion System, or approved equal

Gate Valve Cap Cast Iron 9-9/16" x 6-3/8" (with "SPWD" marked on top)

Gate Valve Can 8" SDR35 PVC Pipe

Valve Can extension 20 gauge galvanized steel 8" x 18"

Valve Box for concrete Eisel 4TT valve box for valves in concrete sidewalk or driveway

Fire Hydrant Clow Medallion dry barrel hydrant with plugged drain

Fire Hydrant tapping Sleeve *Mueller H-304SS or Romac Stainless steel tapping sleeve, or approved equal*

Service Pipe Type-K soft Copper pipe

Service tapping Saddle *Mueller BR2B Series Bronze Service saddle double strap with AWWA Iron Pipe (IP) thread for corporation ball valve connection.*

Corporation valve *Mueller B-25028 300 Ball corporation valve IP x Compression*

Copper pipe coupling *Mueller H-15403 Compression connection, or approved equal*

Meter Angle Valve 1” *Mueller B-24258 300 Ball angle meter valve*

1½” or 2” *Mueller B-24276 300 Ball angle meter valve*

Meter Box *Armorcast complete polymer meter box, or approved equal*

Meter Coupling *Mueller or Ford meter coupling, or approved equal*

Meter Bolts Stainless Steel 304, or approved equal

Flange Nuts & Bolts Stainless Steel 304, or approved equal

Air Vacuum/Release *Val-Matic 300psi rating, or approved equal*

Air Vac Enclosure Polymer AIR-VAC enclosure with hinged door

Pipe: Ductile iron pipe and fittings shall be manufactured in accordance with ANSI 21.50, AWWA C150 and ANSI 21.51, AWWA C151, and shall be of the sizes shown on the Plans. Unless otherwise specified, the minimum wall thickness shall be as specified in AWWA C150 for Pressure Class 350.

Lining and Coatings: All ductile iron pipes shall be cement-mortar lined in accordance with AWWA C104. Lining shall be “single thickness” as defined in AWWA C104. Lining materials shall conform to ASTM C150 Type II. Lining shall be applied at the factory by the pipe manufacturer.

Coat the exterior surfaces of pipe with an asphaltic material in conformance with ANSI A21.10 (AWWA C110) and ANSI A21.51 (AWWA C151). The coating shall be free from blisters and holes; shall adhere to the metal surface at ambient temperatures encountered in the field, shall be smooth, not brittle when cold, and shall not become sticky when exposed to the sun. The coating shall be checked by the manufacturer with a suitable electrical holiday detector.

Inspection and Certification: The Engineer reserves the right to inspect materials, production, and test pipes, fittings, and special pieces at the manufacturer’s plant.

Polyethylene Encasement for External Corrosion Protection: All pipe and pipeline fittings shall be wrapped with Polyethylene in accordance with ANSI/AWWA C105. Polywrap material shall be clear 8 Mil Polyethylene flat tubing with dimensions appropriate for the size of pipe installed.

Installation of plastic film shall conform to the following procedure, and wrapping shall be applied to the pipe in the field in the following manner:

1. **Placement of Polyethylene Encasement:** Using a sling, the pipe shall be picked up with a crane at the side of the trench and raised about 3 feet off the ground. The polyethylene tube, cut approximately 2 feet longer than the length of pipe, shall be slipped over the spigot end of the pipe and bunched up, accordion fashion, between end of the pipe and the sling.
2. **Placement of Pipe into Trench:** The pipe shall be lowered into the trench. The spigot shall be sealed into the bell of the adjacent installed pipe, and the pipe lowered into the trench bottom. A shallow bell hole shall be provided in the trench bottom to facilitate the wrapping of the joint.
3. **Joint Assembly:** The pipe joint shall then be made up as described herein.
4. **Adjustment of Polyethylene Encasement:** The sling shall be removed from the center of the pipe and hooked into the bell cavity. The bell shall be raised proximately 12 inches and the tube of polyethylene file slipped along the full length of the pipe barrel. Enough of the film shall be left bunched up, accordion fashion, at each end of the pipe to overlap the adjoining pipe about 1 foot. Care shall be taken to ensure that soil that adheres to the pipe is removed as the polyethylene film is placed around the pipe.
5. **Overlapped Joints:** To make the overlapped joint wrap, the file shall be pulled over the bell of the pipe, folded around the adjacent spigot, and wrapped with about three circumferential turns of the plastic adhesive tape in order to seal the tube of film to the pipe. The tube on the adjacent pipe shall be then pulled over the first wrap on the pipe bell and sealed in place behind the bell, using about three circumferential turns of the polyethylene adhesive tape.
6. **Attachment of Encasement:** The resulting loose wrap on the barrel of the pipe shall be pulled snugly around the barrel of the pipe, the excess material folded over the top and the fold held in place by means of short strips of adhesive tape at intervals 3 feet apart along the pipe barrel.

Joints and Accessories: Unless otherwise shown on the Plans, all pipe joints shall be the push-on type single gasket joint. Joints and accessories shall conform to the requirements and dimensions specified in ANSI A21.11, AWWA C111. Mechanical joints shall be used for all pipe fittings unless otherwise specified on the plans.

Shop Drawings: Shop drawings for ductile iron pipe and fittings shall be submitted and approved prior to ordering of pipe.

Concrete Thrust Blocks: Concrete thrust blocks shall be placed as shown on the Plans in conformance with LACWD Standard Plan W-21, and shall be Class 565-E-2000P per Section 201-1 of the Standard Specifications. Concrete blocks shall be placed between the undisturbed ground and the fittings to be anchored. Quantity of concrete and the bearing area of the pipe and undisturbed soil shall be as shown on the Plans, unless otherwise determined by the Engineer. The

concrete shall be placed, unless specifically shown otherwise on the Plans, so that the pipe joints and fittings will be accessible to repairs. All concrete shall be kept behind the bells of the fitting and valves.

Fittings: Fittings for ductile iron pipe shall be manufactured in accordance with ANSI A21.10, AWWA C110 or C153. They shall be made of ductile iron and the letters “DI” or “DUCTILE” shall be cast on them, unless otherwise specified. All fittings shall be cement lined. T-head bolts are to be Corten steel. Fitting joints shall be in accordance with ANSI A21.11, AWWA C111, and shall be push-on type joints, mechanical joints, flanged and connections, or ring tight, as indicated on the Plans.

Hydrostatic Pressure Test: Each fitting shall be tested before lining to one and one-half times the operating pressure for a duration of 2 hours. Suitable controls and recording devices shall be provided so that the test pressure shall be rejected. The Contractor is required to notify the Engineer in advance of the date, time, and place of inspection and testing of the fittings in order that the City may be represented at the tests. When specified in the special provisions, in some cases, the City may require a certification of compliance to these specifications. Contractor shall ensure that all such hydrostatic testing takes place in compliance with all requirements of the Los Angeles Regional Water Quality Control Board.

Bell Ends: Bell ends shall be compatible with the pipe ends so as to provide confinement of the rubber rings and prevent damage to the ends of the pipe. Ring grooves and interior surfaces of the bell shall be smooth and free from ridges, notches, or uneven surfaces.

Flanged Fittings: Unless otherwise indicated on the drawings, all fittings with flanged ends shall comply with ANSI/AWWA C110/A21.10, with a pressure rating of 150 psi. The gasket surface shall have a serrated finish of approximately 16 serrations per inch, approximately 1/32-inch deep, with serrations in either a concentric or spiral pattern. In addition, all flanges shall meet the following tolerances:

Bolt circle drilling	±1/16 inch
Bolthole spacing	±1/32 inch
Eccentricity of both circle & facing with respect to bore	1/32 inch max.

Fittings Manufacturers: Fittings shall be manufactured by American Pipe, Pacific States, U.S. Pipe, Tyler, or approved equal.

Gaskets for Flanged Joints: Gaskets for flanged joints shall be 1/8- inch thick, synthetic rubber. Gaskets shall be suitable for a water pressure of 350 psi at a temperature of 180 F.

Full Face Type Gaskets for Flanged Joints: Full face type gaskets with pre-punched holes shall be used where both flanges are flat face. Ring gaskets extending to the inner edge of the bolts may be used where a raised face flange is present.

Gaskets for Push-On, Mechanical, and Restrained Joints: Restraining glands shall be EBBA Iron MEGA-LUG Restraining glands or approved equal.

Gasket Manufacturers: Gasket shall be supplied by American Pipe, Pacific States, U.S. Pipe, Tyler, or approved equal.

Pipe Lengths: Pipe lengths shall be as specified in ANSI A21.51, AWWA C151, except where shorter lengths are required to fit horizontal and vertical alignment. Combined horizontal and vertical deflections at any rubber gasket of flexible coupling joints shall not exceed eighty percent (80%) of the maximum deflection recommended by the manufacturer.

Bolts and Nuts: Bolts and nuts for above-ground installations shall be cadmium plated and shall conform to ASTM A307, Grade B. Bolts for underground installations shall be Type 316 stainless steel. Washers shall be provided for each nut and shall be the same material as each nut. All buried bolts shall be completely coated with Bitumastic No. 50, as manufactured by KOP-COAT, Inc., or approved equal, which must be applied in two coats in a minimum thickness of 16-mils per coat.

Transportation: Transportation shall be by competent haulers and accomplished in a manner that will avoid damage to the pipe, its lining, or coating. The Contractor shall unload by mechanical means, such as a crane or backhoe, or by rope and skids, as recommended by the manufacturer. In using skids, pipes must be prevented from striking other pipe. No dropping of pipe from trucks will be allowed.

General Installation Procedures and Workmanship: Ductile iron pipe and fittings shall be assembled in accordance with the applicable sections of AWWA C600, "Installation of Gray and Ductile Iron Water Mains and Appurtenances" and as specified herein. Prior to laying the pipe, the bottom of the trench shall be graded and prepared to provide uniform bearing throughout the entire length of each joint of pipe. Bell holes of ample dimension shall be dug in the bottom of the trench at the location of each joint to facilitate the joining. The trench shall have a flat or semi-circular bottom conforming to the grade to which the pipe is to be laid. The pipe shall be supported independently of the pipe.

Cutting and machining of the pipe shall be accomplished in accordance with the pipe manufacturer's standard procedures for this operation and in accordance with AWWA C600. Pipe shall not be cut with a cold chisel, standard iron pipe cutter, or any other method that may fracture the pipe or will produce ragged, uneven edges.

Pipe shall be carefully handled to prevent damage to the lining and coating. Cable, rope, or other devices used for lowering fittings into the trench shall be attached around the exterior of the fitting for handling. Under no circumstances shall the cable, rope, or other device be attached through the fitting's interior for handling.

No joint shall be backfilled until it has been observed by the Engineer. Sufficient trench space shall be left open in the vicinity of each joint to permit visual observation around the entire periphery of the joint.

Preventing Foreign Matter from Entering the Pipe: At all times when pipe laying is not in progress, the open end of the pipe shall be closed with a tight-fitting cap or plug to prevent the entrance of foreign matter into the pipe. These provisions shall apply during the noon hour as well as overnight. In no event shall the pipeline be used as a drain for removing water which has infiltrated

into the trench. The Contractor shall maintain the inside of the pipe free from foreign materials and in a clean and sanitary condition until its acceptance by the Engineer.

Damaged Pipe or Fittings: Damaged pipe or fittings shall be removed upon discovery and without delay from the Project Site.

Trenching for Water Lines and Appurtenances: Trenching and excavation shall include, without classifications, the sawcut, removal and disposal of all materials of whatever nature encountered, including all asphalt, macadam, P.C.C., petromat/pavement reinforcing fabric, or other obstructions of every nature that would interfere with the proper execution and completion of the work. The Contractor shall furnish, place and maintain all supports, sheeting and shoring as set forth in the rules, orders and regulations of the Division of Industrial Safety of the State of California. The Contractor shall supply all pumping, ditching or other approved measure to effect the removal or exclusion of water, storm water and/or waste water reaching the site of the work from any source so as to prevent damage to the work. All such removal of water shall be conducted in accordance and compliance with the requirements of the Los Angeles Regional Water Quality Control Board. The costs for all trenching, sheeting, shoring, excavation, dewatering, sawcut, disposal, trench resurfacing, and related items shall be included in the unit price bid amount for the ductile iron pipe and appurtenances.

Trench Width: Unless otherwise shown, all trenches shall have vertical sides and shall have a minimum width equal to the outside diameter of the pipe plus 12" and a maximum width equal to the outside of the pipe plus 24". Pavement replacements shall be as per trench details as shown on plans.

Water Pollution and Drainage Control: The Contractor shall comply with subsections 7-8.6 and 7-8.7 of the Standard Specifications. The Contractor shall not permit muddy or polluted water to enter a catch basin or drainage channel.

Pumping: All excavations shall be kept free of water while concrete or pipe is being placed and until concrete has attained its initial set to eliminate any possible damage from such water. Any water accumulations in excavations from any source whatsoever shall be removed by the Contractor at his own expense. Waste water shall be disposed of in compliance with all Los Angeles Regional Water Quality Control Board requirements and in such a manner that it will not cause any damage to public or private property or will not be a menace or inconvenience to the public. This article does not construe that ground water is present. Field investigations have not been made to obtain water table depth.

Excess Excavated Material: Excess excavated material shall be removed from the site and disposed of by the Contractor at a legal dump site, at his own expense. Excavated material shall be removed from the job site at the end of the work week. Failure to do so will result in the City removing material at the Contractor's expense. Cost shall be calculated at actual cost for labor and equipment plus overhead and benefits plus 125 percent administrative charges.

Preparation of Pipe and Structure Foundations: Bedding shall be placed as specified per details on the plans, and in conformance with City Standards and Specifications. The pipe shall be supported uniformly throughout its length. Bridging or mounding shall not be permitted.

Backfilling and Compacting: All excavations shall be backfilled to the level of the original ground or roadway surface unless otherwise shown on the plans or ordered by the Engineer.

Backfill around valve and valve box clusters shall be accomplished with sand (SE 30 or greater). The sand backfill shall be compacted by jetting. The trench, for a distance of five (5) feet each side of the valve box shall be filled with sand and compacted.

Trench backfill, including the area from 12” above the top of pipe to the bottom of the roadway structural section, shall be backfilled with suitable native materials or crushed aggregate base materials, compacted to 90% of maximum density, in conformance with LACWD Standard Plan W-46 as modified per Appendix C of these special provisions and details on Plans and as directed by the Engineer. Full compensation for complying with the above requirements shall be included in the unit price bid amount for the various items of work involved, and no further compensation shall be made therefore.

Bedding: Pipe bedding shall conform to trench details shown on the plans, and shall comply with the requirements of Section 306.1.2.1 of the SSPWC. Pipe bedding shall extend a minimum of 4” or 1/8th of the pipe diameter, below the pipe, and a minimum of 12” above the pipe. In lieu of the sand equivalency specified in the Standard Specifications, the sand equivalent of the bedding material shall be 30 or greater. The sand equivalent shall be certified by the Contractor. Cost for furnishing and placing bedding material shall be included in the unit price bid amount for the various items of work involved, and no further compensation shall be made therefore.

Temporary Paving: Immediately after backfilling is completed the trench shall be surfaced with a temporary asphalt mix to a minimum depth of four inches (4”). Temporary A.C. surfacing shall be placed smooth and shall be maintained smooth until final paving is placed.

Payment for furnishing, placing and maintaining temporary paving shall be included in the unit price bid amount various items of work involved, and no further compensation shall be made therefore.

Tunnels: All curbs, gutters and cross gutters shall be tunneled. Tunnels shall be backfilled with one and one half (1½) sack sand-cement slurry mix. Payment for furnishing and placing slurry backfill shall be included as part of the unit price bid amount for which such work is appurtenant thereto.

Remove Valves and Fittings: The Contractor shall remove valves, tees, crosses, and pipe as shown on the plans and as necessary to perform construction. All fittings, pipe and valves shall be removed and disposed of by the Contractor. The cost to remove all fittings, pipe and valves shall be included in the unit price bid for the various items of work involved, and no additional compensation will be allowed therefore.

Pressure Testing and Disinfection: The Contractor shall furnish all labor, materials (including water), tools, and equipment necessary to provide and complete field testing, pressure testing, flushing and disinfection as specified. Contractor shall ensure all such flushing complies with all applicable laws and regulations, including all Los Angeles Regional Water Quality Control Board requirements. All pipelines shall be tested for water-tightness by subjecting each section to

Hydrostatic Pressure and Leakage Tests in accordance with the applicable requirements of AWWA C600, except as modified herein.

It shall be the Contractor's sole responsibility to plan his construction activities to allow and facilitate testing, flushing and disinfection of all sections of potable water lines. It shall be the Contractor's sole responsibility to obtain any and all permits required to carry out the Work specified herein.

The Contractor shall furnish all labor, water, chemicals, and equipment necessary for completing the disinfection process and for obtaining, transporting and testing samples as specified herein. The use of chlorine solutions is anticipated as the active disinfecting agent. The Contractor shall be solely responsible for the safe and proper handling of the chlorine compounds or other hazardous chemicals utilized. Only chlorine from a hypochlorite solution or a gas-to-solution injector will be allowed. Direct injection of chlorine gas is prohibited. Hypochlorite solutions must be pre-mixed and fed to tanks or piping and not placed dry. Containers and equipment used in sampling must be clean and free of contamination. Sampling bottles shall be obtained from the testing lab along with instructions for handling.

Hydrostatic Testing: Hydrostatic testing shall be successfully completed before any new pipelines, potable or recycled, are connected to any existing City facilities, unless otherwise approved by the Engineer.

A. Prior to applying the specified test pressure, care shall be taken to ensure the expulsion through hydrants, air and vacuum valve assemblies, and services or by other suitable means, of all air within the pipe and appurtenances to be tested. If there are no air release valves, hydrants or other outlets available at the downstream end of the pipeline and at high points, taps shall be installed to expel the air. These taps shall be capped, and after testing is completed, plugged.

B. Prior to testing, isolation between existing pipelines or mains must be insured. Pressure tests shall be conducted between valves or against temporary bulkheads in the pipe. During the test, no temporary blocking will be permitted. All valves, fire hydrants, service connections, fittings, collars, joints and other appurtenances shall be exposed until after successful completion of the test, unless otherwise directed by the Engineer.

C. A test pressure based upon the elevation of the highest point in the line or section under test and corrected to the elevation of the test gage shall be applied by means of an approved pump and gallon water meter connected to the pipe in the manner satisfactory to the Engineer. The test shall be made on all sections of the pipeline in such a manner that all valves, fire hydrants, service connections, fittings, collars or joints, and other appurtenances shall have successfully withstood, for a period of 2 hours a pressure of 150 psi.

All defective joints, cracked or defective pipe, fittings, valves, fire hydrants, or service connections shall be removed and replaced by the Contractor. The test shall be repeated until results satisfactory to the Engineer are obtained.

Removal and replacement of defective joints, cracked or defective pipe, fittings, valves, fire hydrants, or service connections shall not take place prior to notification or without approval of

the Engineer. The aforementioned test shall be performed by the Contractor, including all work of tapping and connecting. The Contractor shall repeat the test until results satisfactory to the Engineer are obtained.

All tests shall be performed by the Contractor at Contractor's sole expense. The Contractor shall provide all tools, fittings, and equipment necessary to accomplish said work. The test shall be performed only in the presence of the Engineer. During the period of testing, the joints and taps shall be exposed and any material sweating or showing dampness will not be accepted unless otherwise approved by the Engineer.

When it is necessary to cover the ditch as soon as the water main is laid, the Engineer may permit the backfilling to be completed prior to testing and disinfecting. If the pipe then tested exceeds the allowable leakage, the pipe must be uncovered, repaired and tested until it meets the allowable leakage.

Maximum Length of Pipe: Maximum length of pipe to be included in any one test shall be no more than 2,500-feet or the distance between valves, whichever is greater. The Contractor shall provide suitable test bulkheads, blocking, and fittings to permit such sectionalizing.

Preparation: The test shall be applied at an approved outlet or fitting located within an elevation of 5-feet of the lowest point of the pipe section to be tested. The Contractor shall provide and later securely plug such fittings. The line shall be filled slowly and maintained at operating pressure for a period of at least 24 hours prior to testing to satisfy any system water absorption. While filling and immediately prior to testing, all air shall be expelled from the pipeline. Where air valves or other suitable outlets are not available, approved taps and fittings shall be provided at all high points and later securely plugged.

Pressure Testing: After the 24-hour soak period, the pressure in the pipeline shall be pumped up to the specified test pressure. When the test pressure has been reached, the pumping shall be discontinued until the pressure in the line has dropped 10-psi, at which time the pressure in the pipeline shall again be pumped up to the specified test pressure. This procedure shall be repeated until four hours have elapsed from the time the specified test pressure was first applied. At the end of this period, the pressure shall be pumped up to the specified test pressure for the last time.

Leakage: Leakage shall be considered as the total quantity of water pumped into the pipeline during the four hour period, including the amount required in reaching the specified test pressure for the final time. Leakage shall not exceed the rate as specified under for the type of pipe material being tested. If the leakage exceeds the rate, as specified elsewhere, the Contractor shall, at his own expense, locate and make all repairs as necessary until the leakage is within the specified allowance.

The test shall be repeated until the leakage does not exceed the specified leakage rate. All visible leaks shall be repaired regardless of the amount of leakage.

Flushing: All potable water mains and services shall be flushed with potable water after completion of construction and prior to disinfection in compliance with all applicable laws and regulations, including all Los Angeles Regional Water Quality Control Board requirements. The Contractor

shall provide a sufficient number of suitable outlets at the end(s) of the line(s) being flushed in addition to those required by the Plans to permit the main to be flushed with water at a velocity of at least 2.5-feet per second over its entire length. The outlets provided shall meet the requirements for fittings as specified for the type of main constructed. The velocity through outlets and fittings shall not exceed 25 fps during the flushing operation. Drainage facilities shall be constructed such that the water lines cannot be contaminated through the flushing outlet.

The Contractor shall be solely responsible for providing a source of water for flushing and the methods for discharge of the water, including all associated costs and permits.

Disinfection Procedure: After pressure testing and prior to acceptance of the Work, the entire pipeline, including all valves, fittings, hydrants, service laterals, and other accessories, shall be disinfected in accordance with AWWA C651, except as modified herein.

Disinfection - Potable Water Mains: After flushing, all mains and services shall be disinfected with chlorine gas or chlorine compound solution made with liquid chlorine, calcium hypochlorite in solution, or sodium hypochlorite solution, which shall be water mixed and introduced into the mains to produce a dosage of not less than 50 mg/ml nor more than 100 mg/ml in all sections of the pipeline and appurtenances. Treated water shall be retained within the system for a minimum period of 24-hours and shall produce at the end of the retention period a chlorine residual of not less than 25 mg/ml in all sections being disinfected. If the tests are not satisfactory, the Contractor shall provide additional disinfection at his expense as required until all tests are to the satisfaction of the Owner. During the disinfection process, all valves, hydrants, and other accessories shall be operated. After chlorination, the water shall be flushed from the line at its extremities until the replacement water tests are equal chemically and bacteriologically to those of the permanent source of supply. The placing of HTH capsules or powder in pipe sections during the laying process WILL NOT be considered adequate disinfection. The Contractor shall keep adequate chlorine residual testing and indicating apparatus available on the site during the entire disinfection period. After final flushing, the flushing fittings shall be plugged with devices intended for this purpose at the pressure class of the pipe. Where water main is coated, plugs and outlets shall be similarly coated.

Bacteriologic Samples: One sample of water for the specified bacteriologic test shall be taken from each end of the disinfected main (located downstream of the point of introduction of chlorine disinfectant). For mains over 2,500-feet in length, additional samples shall be taken at intermediate points in such a manner that at least one sample is taken for each 2,500-feet of main. The Contractor, at his sole expense, shall perform all bacteriologic sampling and testing for the project, by a laboratory approved by the City of South Pasadena. Any subsequent additional sampling and testing required due to failure of the initial samples to conform to the Standard Specifications, shall also be performed by the Contractor at his sole expense.

Potholing Existing Utilities: The Engineer has attempted to plot the location of utilities on the plans. It is the Contractor's responsibility to notify Underground Service Alert (USA) to locate facilities prior to beginning the work. In addition, the Contractor shall locate service laterals that may be affected by the work and take measures to protect all utilities and service laterals in the streets and parkways.

The Contractor shall determine for himself the exact location of all public and private utilities which may, or may not, be shown on the plans. In the event any utility is disturbed or damaged, the Contractor shall immediately cause repairs to be made to the satisfaction of the Engineer at no cost to the City.

A minimum of 48 hours prior to start of work, the Contractor shall pothole and verify the depth of the existing gas, storm drain and other interfering utilities, to ensure and verify that the new water service connection can be constructed per LACWD Standard Plan W-5 as shown on the plans and as modified per Appendix C of these specifications. Any proposed modification of the Standard water service connection shall be submitted to the Engineer in writing a minimum of 48 hours prior the start of the work.

Payment for the requirements of Potholing existing utilities shall be included in the contract unit prices bid for the various items of work involved, and shall include all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof. No additional compensation will be allowed therefore.

The Contractor shall notify the following utility companies at least 48 hours prior to construction:

City of South Pasadena Attn: H. Ted Gerber, Public Works Director	(626) 403-7240
City of South Pasadena Attn: Anteneh Tesfaye, Deputy Public Works Director	(626) 460-6393
City of South Pasadena, Public Works Water Division Attn: Victor Magana, Water Operations Manager	(213) 440-3543
City of South Pasadena, Public Works Operation Division Attn: Catrina Peguero, Operations Manager	(626) 403-7376
City of South Pasadena Attn: Eddie Munoz, Streets Supervisor	(626) 403-7375
Metropolitan Water District Attn: Kevin Johansen, Water Systems Operations Group	(526) 713-0348
AT&T Communications OSP Engineering	(626) 570-5454
Los Angeles County Sanitation Districts Attn: Doug Walton	(310) 638-1161
Los Angeles County Public Works Department Construction Division Attn: Angela George	(626) 458-3109
Los Angeles County Public Works Department Traffic & Lighting Division Attn: Guita Shiek Atten: Robery Gysel	(626) 458-5905 (626) 458-3122
SBC Attn: Jack Wilson	(626) 373-5960
Southern California Edison Attn: Eddie Lopez	(626) 303-8405
Southern California Gas Company	(714) 634-3079
Spectrum	(818) 407-3152
Underground Service Alert (Dig Alert)	(800) 422-4133

PAYMENT

Payment for **BID ITEM NO. 20 – REMOVE EXISTING AND INSTALL NEW 1-1/2” SERVICE AND METER PER LACWD STD. PLAN W-5 (MODIFIED) INCLUDING 1-SACK CEMENT SLURRY BACKFILL (METERS PROVIDED BY THE CITY)**, shall be at the contract unit price bid per EACH (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted. The cost for furnishing and installing new meters, new meter boxes, water services and connections, including hauling/transportation of new meters (provided by City) from City Yard, furnishing and placing clamps, fittings, corporation stop and angle meter stop, tapping and making connection to the new or existing main line, new meter and existing service, pressure testing and disinfection, potholing, excavation, sand bedding, 1-sack cement slurry backfill, compaction and trench resurfacing shall be per the contract unit price bid per EACH (EA) for each water service, including meter and connections shown on the plans. No additional compensation will be allowed.

Payment for **BID ITEM NO. 21 – REMOVE EXISTING AND INSTALL 8X8X8 CLASS 350 TEE (FL X FL X FL) WITH THRUST BLOCK PER LACWD STD. PLAN W-21 (MODIFIED) INCLUDING 1-SACK SLURRY BACKFILL**, shall be at the contract unit price bid per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted. The cost for furnishing and installing water main, trenching, fittings, pressure testing and disinfection, potholing, excavation, sand bedding, 1-sack cement slurry backfill, compaction and trench resurfacing shall be per the contract unit price bid per EACH (EA) for each tee and connections shown on the plans. No additional compensation will be allowed.

Payment for **BID ITEM NO. 22 – REMOVE EXISTING AND INSTALL 8X6 CLASS 350 REDUCER (FL X FL) AND 6” (FL X MJ) COUPLING PER LACWD STD. PLAN W-21 (MODIFIED) INCLUDING 1-SACK SLURRY BACKFILL**, shall be at the contract unit price bid per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted. The cost for furnishing and installing water main, trenching, fittings, pressure testing and disinfection, potholing, excavation, sand bedding, 1-sack cement slurry backfill, compaction and trench resurfacing shall be per the contract unit price bid per EACH (EA) for each described combination of fittings and connections shown on the plans. No additional compensation will be allowed.

BID ITEM NO. 23 – REMOVE EXISTING & INSTALL 8” MJ CLASS 350 RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER LACWD STD. PLAN W-15 (MODIFIED)

GENERAL

The Contractor shall furnish and install all valves in locations and sizes as shown on the plans in conformance with City Water Department Specifications and Los Angeles County Waterworks Districts (LACWD) Std. W-15 as modified per Appendix C of these specifications, and provide all

appurtenances necessary for the correct and complete installation, including but not limited to all labor, material, tools, equipment, and incidentals. All valves are to be installed plumb. The components to be supplied are gate valves; installation shall conform to the manufacturer's recommendations.

No valve or other control on the existing utilities shall be operated for any purpose by the Contractor.

The Contractor shall remove valves, tees, crosses, and pipe as shown on the plans and as necessary to perform construction. All fittings, pipe and valves shall be removed and disposed of by the Contractor. The cost to remove all fittings, pipe and valves shall be included in the unit price bid for the various items of work involved, and no additional compensation will be allowed therefore.

Care shall be taken to protect the exterior coating of fittings and valves. Damaged coatings shall be repaired as specified by the valve manufacturer. All backfill within 24 inches of a valve shall be clean washed sand.

a. Gate Valves

- i. Gate valves shall be resilient-seat designed and manufactured in accordance with AWWA C509—latest, except as specified herein or as shown on the plans.
- ii. Gate valves shall be capable of buried service, as shown on the plans. All buried gate valves shall have non-rising stems and a wedge nut; be equipped with a valve can and, if necessary, a valve stem extension, as shown on the Plans. Bodies of all gate valves shall be of gray iron or ductile iron and valve gate shall be of gray iron or ductile iron. Unless specified otherwise, gate valves shall be flanged and designed for a working pressure of 150-psi minimum.
- iii. Gate valve body and bonnet shall be fusion-bonded epoxy coated (10 mils minimum) inside and outside in accordance with AWWA C550—latest. Completed coating shall be free from all defects and shall be impacted by use of low voltage holiday detectors and non-destructive thickness gages.
- iv. Gate valves shall be tagged or labeled with the manufacturer's name, model number, cast year, size, and pressure rating. Contractor shall provide manufacturer's certification that all material used in valves produced under AWWA C500—latest.
- v. Gate valves shall be type A-2360 Resilient Wedge gate valves, as manufactured by Mueller (or approved equal).

b. Valve Can

The valve cans shall conform to LACWD Standard Plan W-15 as modified per Appendix C of these specifications, for valves located within asphalt or dirt areas, as shown on the Plans. Valve cans located within concrete sidewalk or driveway areas, as shown on the plans, shall be Eisel 4TT valve box, or approved equal. Valve can extensions shall be 20 gauge galvanized steel 8" x 18". Valve caps shall be cast iron 9-9/16" x 6-3/8" with "SPWD" marked on top.

c. Submittals

The Contractor shall furnish detailed technical information as required by the Engineer for evaluating the quality of the valves and as required by the manufacture for proper valve installation. The technical information shall include complete dimensions, weights, and material lists.

d. Installation

All ductile iron or cast iron valves, piping or appurtenances shall be encased in polyethylene according to AWWA C105—99. Any cutting of asbestos cement piping shall be by the snap cut method to minimize air borne particles.

e. Pressure Testing and Disinfection

Pressure testing and disinfection of all valves and fittings shall conform to the requirements of Section 18.1 of these technical provisions.

PAYMENT

Payment for **BID ITEM NO. 23 - REMOVE EXISTING & INSTALL 8” MJ CLASS 350 RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER LACWD STD. PLAN W-15 (MODIFIED)** shall be included in the contract unit price bid per EACH (EA) 8” gate valve installed in place. Payment shall include the cost of potholing, sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, backfill, valve installation, pressure testing and disinfection, temporary and permanent trench resurfacing, all fittings not specifically included in separate bid items, adjusting the new valve can and cover to final grade upon completion of paving, and all appurtenances, labor, tools, equipment, materials and incidentals required to complete the work. No additional compensation will be allowed therefore.

BID ITEM NO. 25 – REMOVE EXISTING AND INSTALL NEW WATER VALVE FRAME, SLEEVE, AND COVER

GENERAL

The Contractor shall remove existing water valve frame, sleeve and cover, furnish and install new water valve frame, sleeve and cover in locations and sizes as shown on the plans in conformance with City Water Department Specifications and Los Angeles County Waterworks Districts (LACWD) Std. W-15 as modified per Appendix C of these specifications, and provide all appurtenances necessary for the correct and complete installation, including but not limited to all labor, material, tools, equipment, and incidentals. All valves are to be installed plumb. The components to be supplied are insertion valves. Installation shall conform to the manufacturer’s recommendations.

No valve or other control on the existing utilities shall be operated for any purpose by the Contractor.

Care shall be taken to protect the exterior coating of fittings and valves. Damaged coatings shall be repaired as specified by the valve manufacturer. All backfill within 24 inches of a valve shall be clean washed sand.

a. Valve Can

The valve cans shall conform to LACWD Standard Plan W-15 as modified per Appendix C of these specifications, for valves located within asphalt or dirt areas, as shown on the Plans. Valve cans located within concrete sidewalk or driveway areas, as shown on the plans, shall be Eisel 4TT valve box, or approved equal. Valve can extensions shall be 20 gauge galvanized steel 8" x 18". Valve caps shall be cast iron 9-9/16" x 6-3/8" with "SPWD" marked on top.

c. Submittals

The Contractor shall furnish detailed technical information as required by the Engineer for evaluating the quality of the valves and as required by the manufacture for proper valve installation. The technical information shall include complete dimensions, weights, and material lists.

d. Pressure Testing and Disinfection

Pressure testing and disinfection of all valves and fittings shall conform to the requirements of Section 24.1 of these technical provisions.

24.2 PAYMENT

Payment for **BID ITEM NO. 25 – REMOVE EXISTING AND INSTALL NEW WATER VALVE FRAME, SLEEVE, AND COVER** shall be included in the contract unit price bid per EACH (EA) installed in place. Payment shall include the cost of potholing, sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, backfill, valve installation, pressure testing and disinfection, temporary and permanent trench resurfacing, all fittings not specifically included in separate bid items, adjusting the new valve can and cover to final grade upon completion of paving, and all appurtenances, labor, tools, equipment, materials and incidentals required to complete the work. No additional compensation will be allowed therefore.

(End of Section)

APPENDIX I

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

Department of Industrial Relations (DIR) Compliance Forms

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - This requirement will be phased in as follows:
 - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
 - Will apply to any new projects awarded on or after April 1, 2015
 - May apply to other projects as determined by Labor Commissioner
 - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
 - The Labor Commissioner may make exception to this requirement for
 - Projects covered by qualifying project labor agreement
 - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
 - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

(SAMPLE)

Public Works Contractor Registration Fee Payment Coupon



Please Mail this form and your check payable to the
PUBLIC WORKS CONTRACTOR REG:FEE Fund

State of California
Department of Industrial Relations
Public Works Contractor Registration Unit
P.O. Box 101520
Pasadena, CA 91189-0005

Date:
PW Contractors
Registration Number:
Transaction Amount: \$300.00

Contractor's Name:
Contractor License:
Contractor Legal Entity:

Contractor's Name & Address:

This is not a registration certification. Registration will take effect after payment is received and processed. Please write the Public Works Contractors Registration number on your check and allow 8 to 10 weeks for payment processing. Check the Public Works Registered Contractor search to confirm registration completion at: <https://efiling.dir.ca.gov/PWCR/Search>

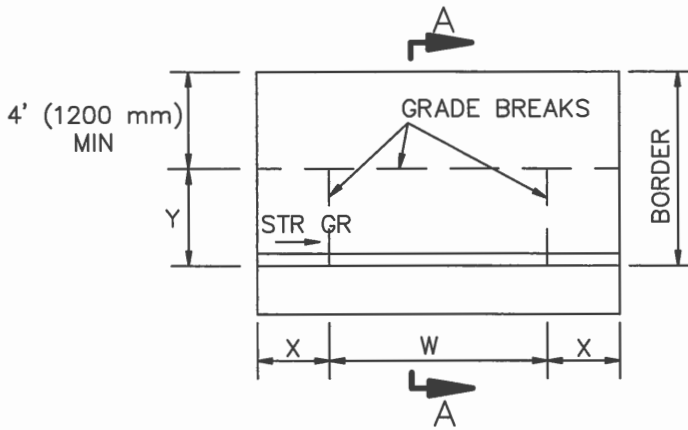
Remittance for annual Public Works registration fee:

Amount
\$300.00

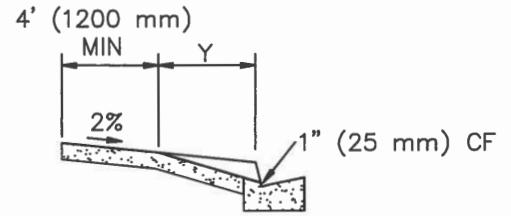
APPENDIX II

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

**Referenced Standard Plan for Public Works Construction
(SPPWC)**

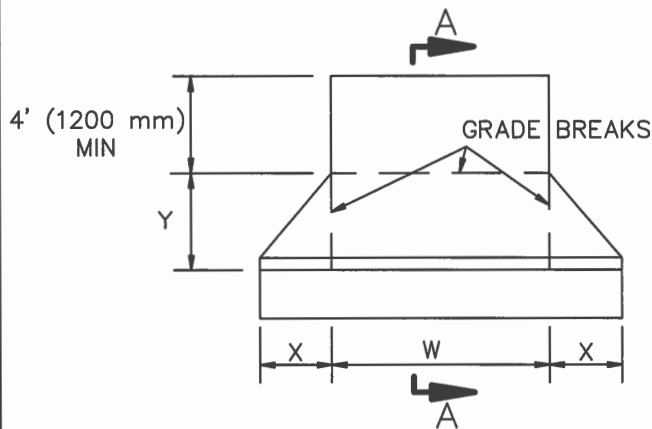


TYPE A

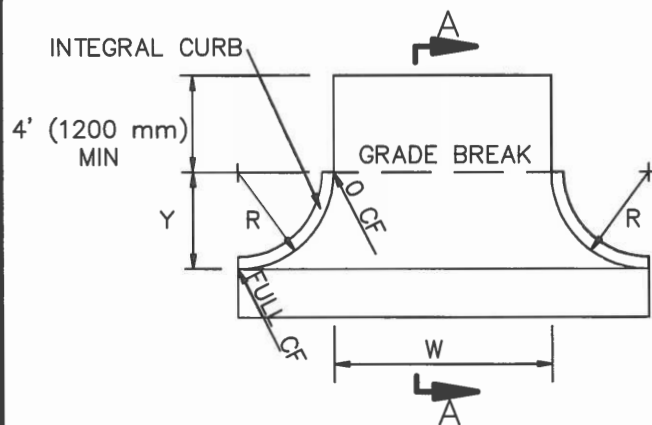


SECTION A-A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'-0" (900)	4'-0" (1200)
7" (175)	3'-6" (1050)	4'-9" (1425)
8" (200)	4'-0" (1200)	5'-8" (1700)
9" (225)	4'-6" (1350)	6'-6" (1950)
10" (250)	5'-0" (1500)	7'-3" (2175)
11" (275)	5'-6" (1650)	8'-0" (2400)
12" (300) or more	6'-0" (1800)	8'-9" (2625)



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

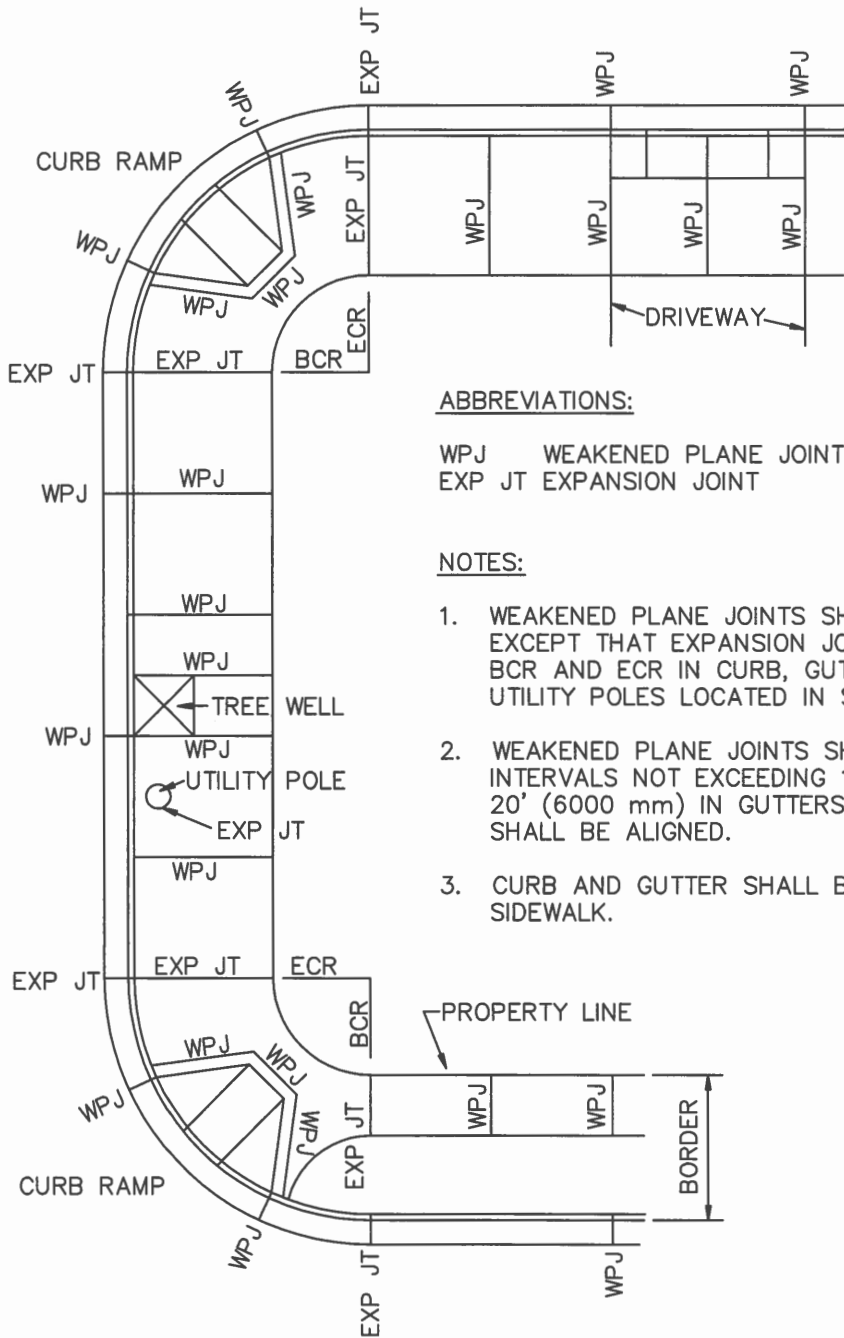
DRIVEWAY APPROACHES

STANDARD PLAN

110-2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 1



ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT BCR BEGINNING OF CURB RETURN
 EXP JT EXPANSION JOINT ECR END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
 PUBLIC WORKS STANDARDS INC.
 GREENBOOK COMMITTEE
 1984
 REV. 1996, 2009

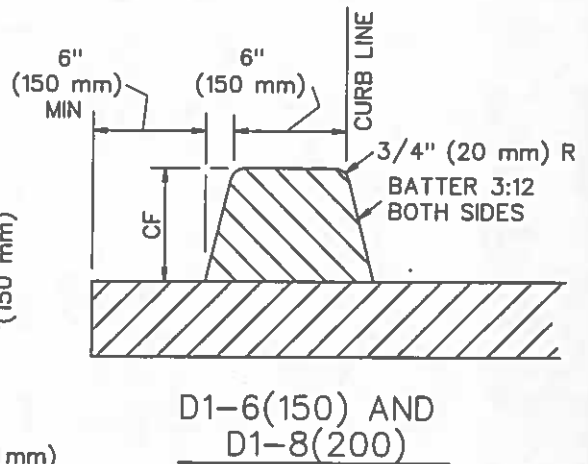
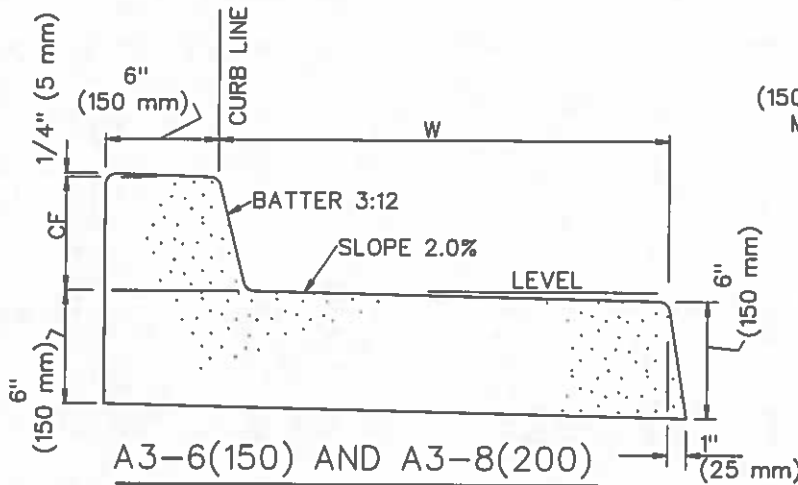
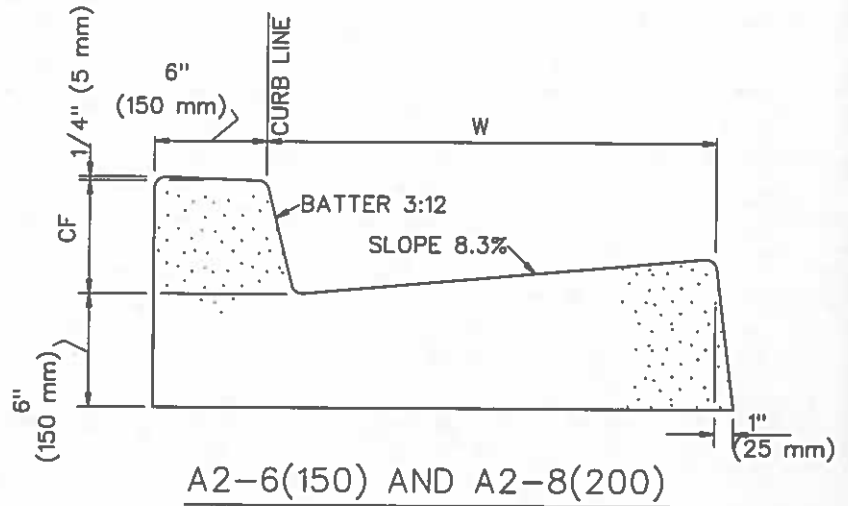
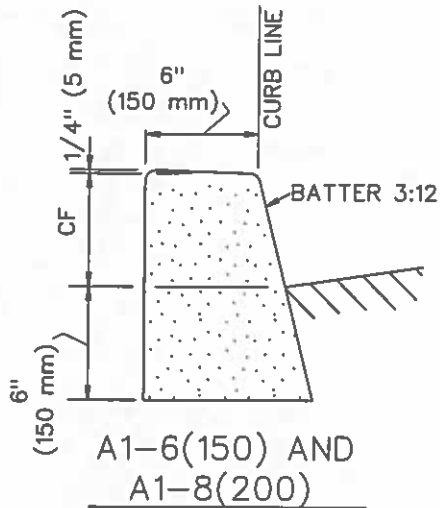
CURB AND SIDEWALK JOINTS

STANDARD PLAN

112-2

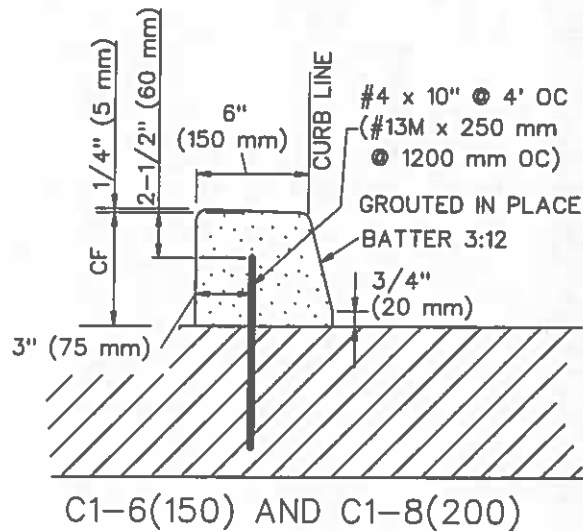
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 1



NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm). IF SHOWN AS 'VAR' THE CURB FACE VARIES.
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED OF CONCRETE.
4. TYPE D1 CURB SHALL BE CONSTRUCTED OF ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON CONCRETE CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1986, 2009, 2021

CURB AND GUTTER - BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

120-3

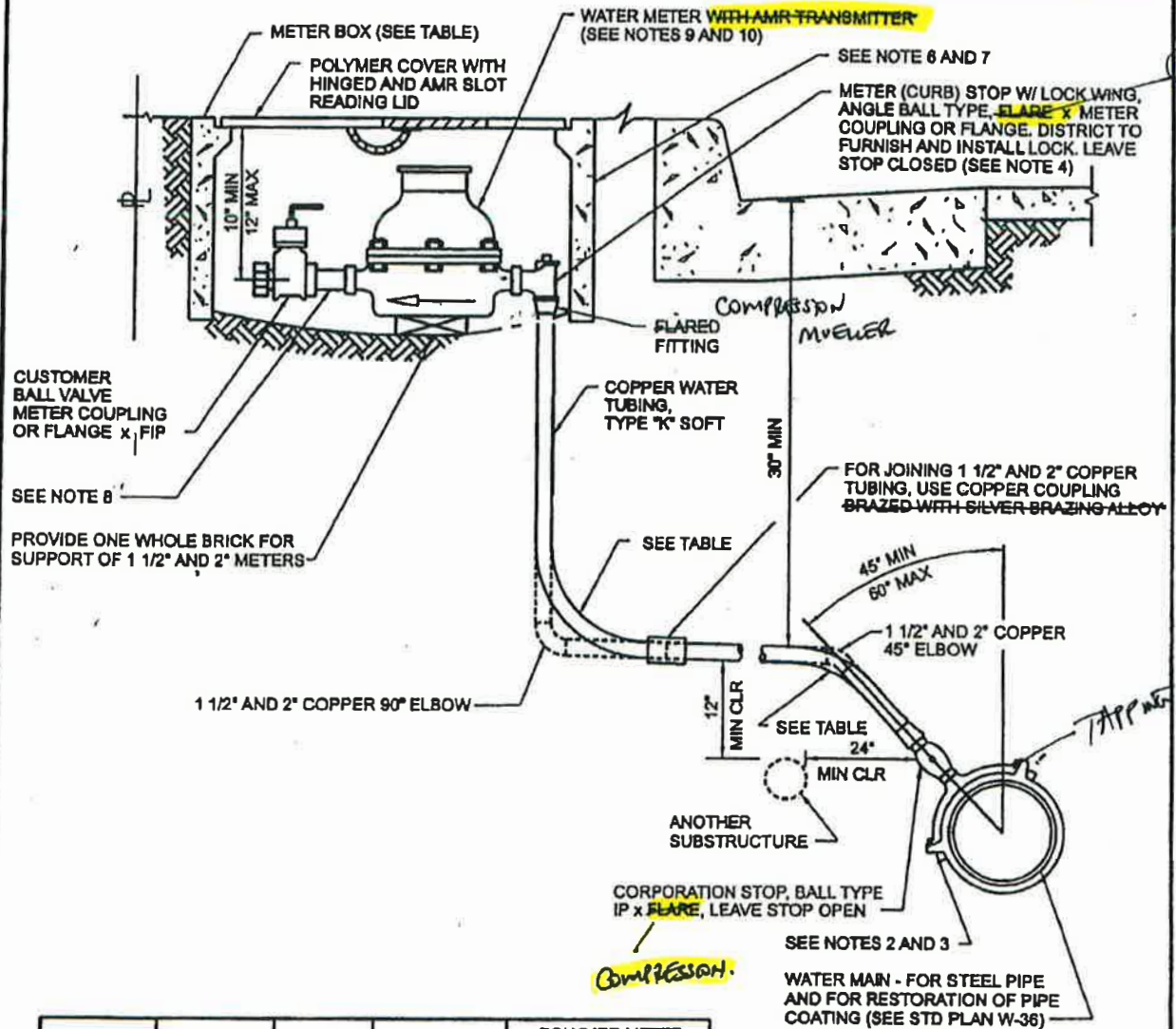
SHEET 1 OF 1

APPENDIX III

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

**Referenced Los Angeles County Water District (LACWD)
Standard Plans (Modified)**

WATER SERVICE CONNECTION AND METER
(2" AND SMALLER, 149 PSI MAX WWP)



METER VALVE SIZE	MAIN BALL VALVE SIZE	MIN SIZE TUBING	MIN RADIUS TUBING BEND	POLYMER METER BOX NOMINAL INSIDE DIMENSION
3/4" X 1"	1"	1"	18"	13"W x 24"L x 12"D
1"	1"	1"	18"	13"W x 24"L x 12"D
1 1/2"	1 1/2"	1 1/2"	COPPER ELBOW	17"W x 30"L x 12"D
2"	2"	2"	COPPER ELBOW	17"W x 30"L x 12"D

NTS

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

STANDARD PLAN

W-5

APPROVED

[Signature]
ASSISTANT DEPUTY DIRECTOR

MAY 2007

DATE

SHEET 1 OF 2

WATER SERVICE CONNECTION AND METER (CONTINUED)
(2" AND SMALLER, 149 PSI MAX WWF)

GENERAL NOTES:

1. NO METER BOX SHALL BE INSTALLED CLOSER THAN TEN (10) FEET FROM EDGE OF DRIVEWAY APRON (TOP OF X), OR TEN (10) FEET FROM THE PROJECTION OF THE EDGE OF THE GARAGE OPENING, WHICHEVER PROVIDES THE LARGEST SEPARATION BETWEEN THE METER BOX AND THE DRIVEWAY.

NO METER BOX SHALL BE INSTALLED IN A LOCATION WHERE VEHICLE LOADING MAY DAMAGE THE METER BOX AND/OR METER.

NO METER BOX SHALL BE INSTALLED ADJACENT TO SIDEWALK TRANSITIONS WHERE WALKWAY IS NOT PARALLEL TO STREET.
2. MINIMUM DISTANCE BETWEEN SERVICE TAPS ON MAIN TO A BELL, COUPLING, JOINT, OR FITTING IS 36".
3. USE MALLEABLE-IRON OR DUCTILE-IRON DOUBLE STRAP CLAMPS ON CAST IRON, DUCTILE-IRON, AND STEEL PIPE (LESS THAN 10 GA WALL THICKNESS). USE BRONZE DOUBLE STRAP CLAMPS ON ACP. USE A WELDED THREADED OUTLET ON STEEL PIPE (WALL THICKNESS 10 GA AND GREATER). ON ALL METALLIC MAINS, INSTALL AN INSULATING BUSHING BETWEEN CLAMP OR WELDED THREADED OUTLET AND STOP. CLAMP OR WELDED OUTLET SHALL HAVE OUTLET ONE SIZE LARGER THAN STOP TO ALLOW FOR BUSHING. (SEE STANDARD PLAN W-36.)
4. TEST AT SYSTEM PRESSURE AND FLUSH SERVICE LINE BEFORE LOCKING.
5. ONLY EXCAVATED SOIL OR BACKFILL MATERIAL APPROVED BY DISTRICT IS TO BE USED TO BACKFILL TRENCH. NO TRASH IS TO BE LEFT IN TRENCH.
6. FRONT EDGE OF METER BOX TO BE PLACED AGAINST REAR OF CURB EXCEPT WHEN THERE IS A SIDEWALK ADJACENT TO REAR OF CURB. THEN, FRONT EDGE OF METER BOX TO BE PLACED AGAINST REAR OF SIDEWALK.
7. ALL SERVICE CONNECTIONS SHALL BE INSTALLED FROM THE MAIN IN THE STREET FROM WHICH THE SERVICE IS ADDRESSED, AT RIGHT ANGLES TO THE WATER MAIN, LOCATED AS SHOWN ON PLANS OR DIRECTED BY THE DISTRICT, AND NOT CLOSER THAN TEN (10) FEET TO ANY DRIVEWAY (TOP OF X), GARAGE OPENING, WALKWAY, CURB RETURN, OR OTHER UTILITY UNLESS OTHERWISE NOTED ON PLAN.
8. ALL 1 1/2-INCH AND 2-INCH METERS SHALL HAVE FLANGE CONNECTIONS ON THE MAIN CASE, AND ALL NECESSARY BOLTS, NUTS, AND RUBBER GASKETS.
9. METERED WATER SERVICE CONNECTIONS MAY ONLY BE INSTALLED UNDER DISTRICT SUPERVISION, AFTER RECEIPT AND PROCESSING OF WATER SERVICE APPLICATION BY THE DISTRICT AND PAYMENT OF ALL APPLICABLE CHARGES.
10. THE WATER METER MUST BE COMPATIBLE WITH THE DISTRICT'S AUTOMATED METER READING (AMR) SYSTEM. FOR DETAILS, SEE METER SPECIFICATIONS ISSUED AT THE TIME OF APPLICATION FOR WATER SERVICE.

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

APPROVED


ASSISTANT DEPUTY DIRECTOR

MAY 2007

DATE

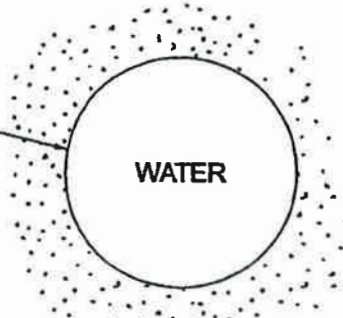
STANDARD PLAN

W-5

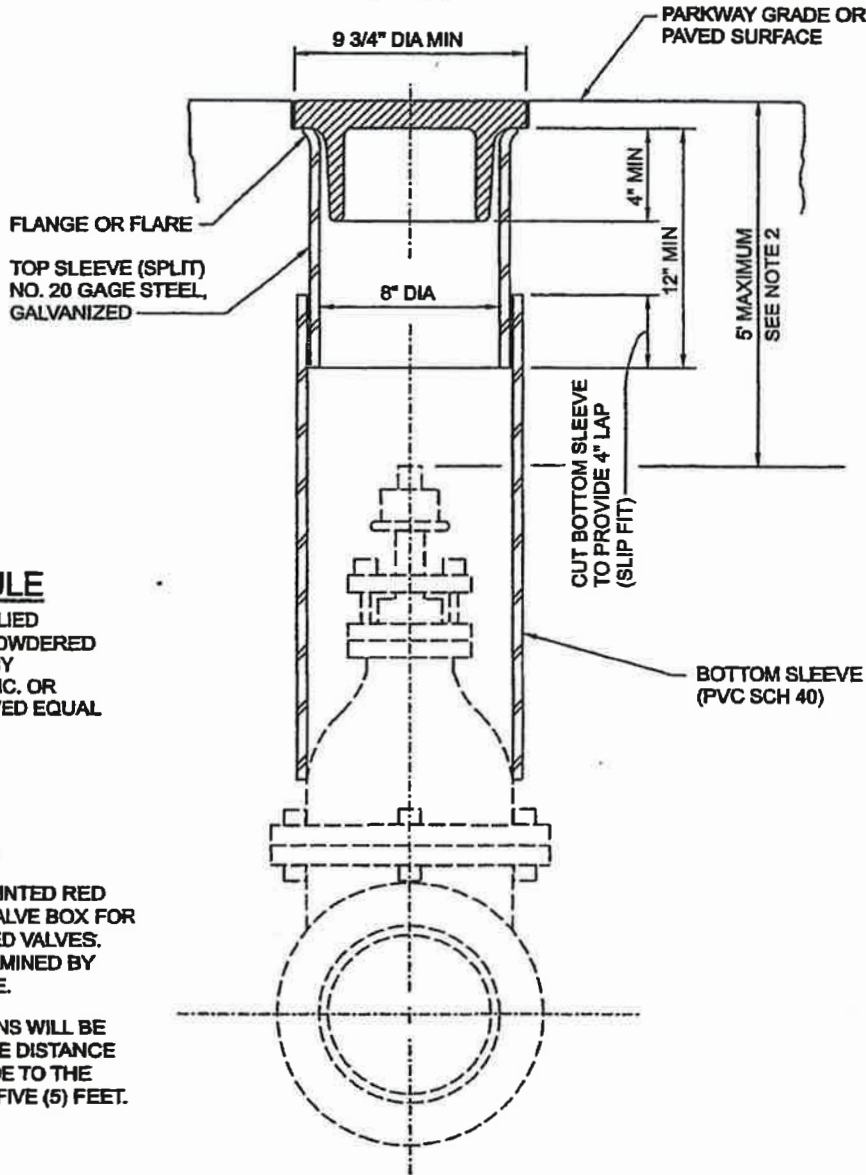
SHEET 2 OF 2

ADJUSTABLE VALVE BOX AND VALVE NUT EXTENSION

PROVIDE HEAVY DUTY CAST-IRON VALVE BOX CAP, MARKED AS INDICATED. PAINT PER SCHEDULE



WHEN VALVE BOX IS IN A DIRT AREA, CONTRACTOR TO CONSTRUCT 2' x 2' x 4" AC PAD AROUND VALVE CAN



PAINT SCHEDULE

BLUE: H.B. FULLER APPLIED BY THE FUSION POWDERED EPOXY METHOD BY FUSECOTE CO., INC. OR DISTRICT APPROVED EQUAL

GENERAL NOTES:

1. A REDWOOD 2" x 4" PAINTED RED IS TO BE PLACED IN VALVE BOX FOR ALL NORMALLY CLOSED VALVES. LENGTH TO BE DETERMINED BY DEPTH OF GATE VALVE.
2. VALVE NUT EXTENSIONS WILL BE REQUIRED WHERE THE DISTANCE FROM FINISHED GRADE TO THE VALVE NUT EXCEEDS FIVE (5) FEET.

NTS

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

STANDARD PLAN

W-15

APPROVED

Michael Reed
ASSISTANT DEPUTY DIRECTOR

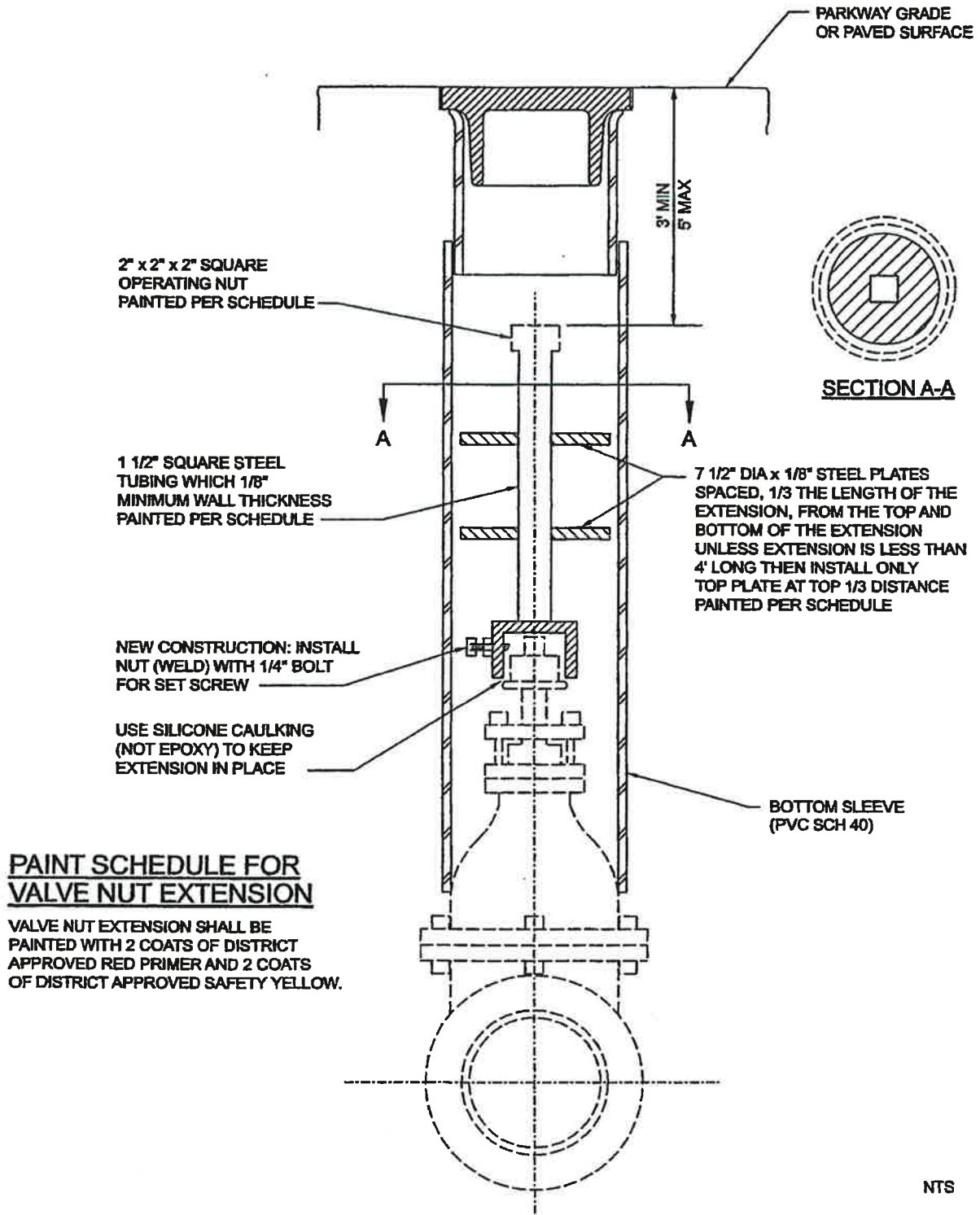
11-173

APRIL 2004

DATE

SHEET 1 OF 2

ADJUSTABLE VALVE BOX AND VALVE NUT EXTENSION (CONTINUED)



LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

STANDARD PLAN

W-15

APPROVED

Mark Reed
ASSISTANT DEPUTY DIRECTOR

11 - 174

APRIL 2004

DATE

SHEET 2 OF 2

CONCRETE THRUST BLOCKS

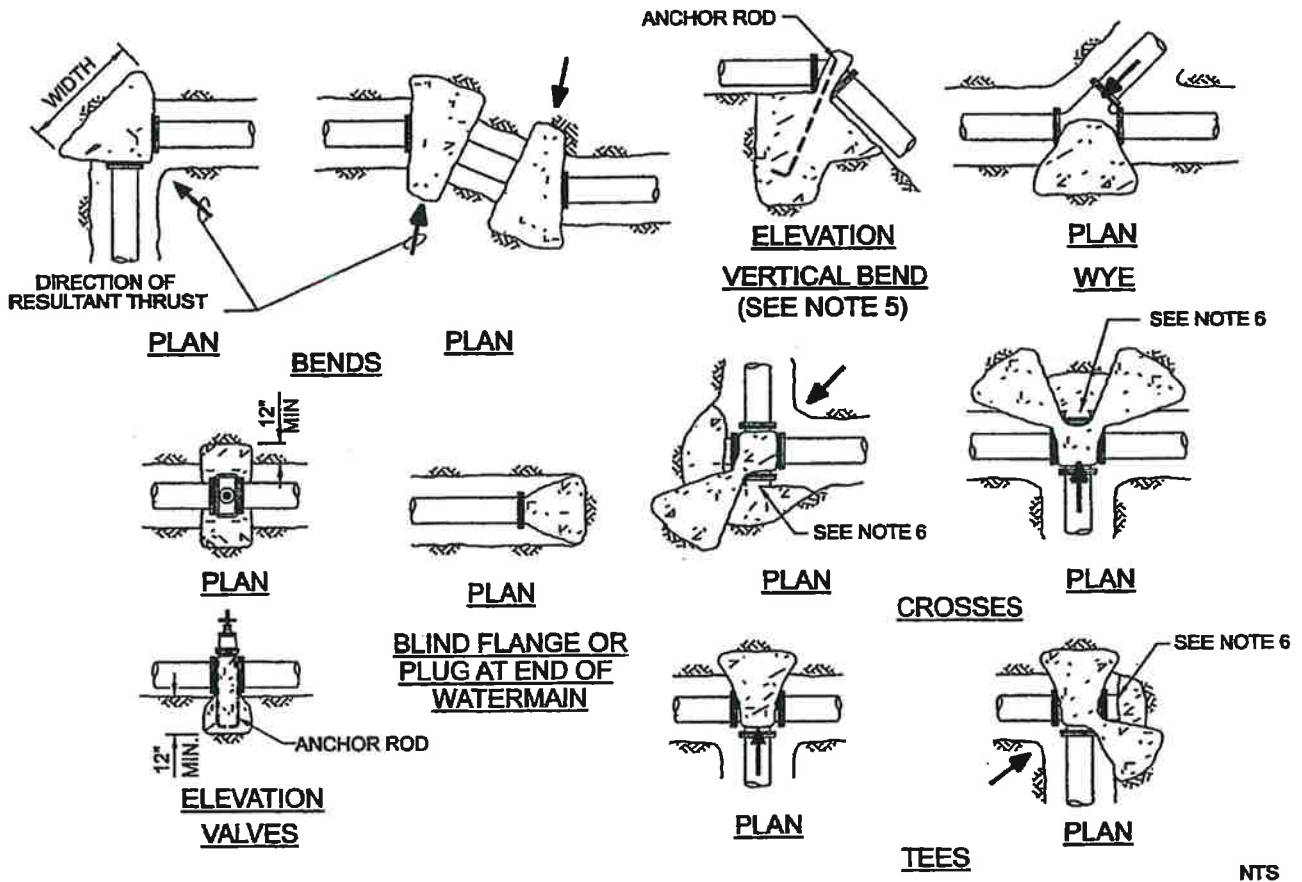


TABLE I

MINIMUM BEARING AREAS IN SQ FT *				
MAIN SIZE	TEE **	90° BEND	45° BEND	22 1/2° BEND
6"	4	4	4	3
8"	5	7	4	3
10"	9	12	6	4
12"	12	16	9	6

* BASED ON 150 PSI WWP PRESSURE & SOIL BEARING LOADS OF 2000 PSF. THE RATIO OF WIDTH TO HEIGHT SHALL NOT EXCEED 1 1/2 TO 1.

** TEES, PLUGS, CAPS, AND HYDRANTS.

TABLE II

*** SOIL TYPE	**** MAX ALLOWABLE SOIL BEARING VALUES	FACTORS FOR INCREASING AREAS IN TABLE I
LOOSE SAND	500 PSF	4
SOFT SANDY CLAY	1000 PSF	2
ADOBE	1000 PSF	2
COMPACT FINE SAND	2000 PSF	1
COMPACT COARSE SAND	2000 PSF	1
MEDIUM STIFF CLAY	2000 PSF	1

*** THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE SAFE SOIL BEARING VALUES AND THE POSITION AND SIZE OF BEARING AREAS.

**** BASED ON 2 FEET MINIMUM DEPTH OF COVER OVER THE PIPE.

GENERAL NOTES:

1. ALL ANCHOR AND THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL.
2. MINIMUM ALLOWABLE WATER PRESSURE FOR DESIGN OF THRUST BLOCKS IS 150 PSI. BEARING AREA INCREASES DIRECTLY WITH INCREASE IN PRESSURE.
3. ALL CONCRETE USED IN THRUST BLOCKS SHALL ATTAIN 2000 PSI STRENGTH.
4. ALL ANCHOR RODS SHALL BE REINFORCING STEEL AND A MINIMUM OF 1/2 INCH IN DIAMETER.
5. USE ANCHOR BLOCKS AT VERTICAL BENDS WHEN PIPE IS ABOVE OR BELOW GROUND. SIZE OF BLOCK AND ROD SHALL BE AS SHOWN ON THE PLANS OR AS DETERMINED BY THE DISTRICT.
6. USE 30 POUND FELT TO INSURE COLD JOINT.
7. CONCRETE SHALL NOT COME INTO DIRECT CONTACT WITH ASBESTOS-CEMENT PIPE.
8. FOR PIPE GREATER THAN 12" IN DIAMETER, ENGINEER IS TO SUBMIT CALCULATIONS FOR APPROVAL.

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

STANDARD PLAN

W-21

APPROVED

[Signature]
ASSISTANT DEPUTY DIRECTOR

11 - 175

APRIL 2004

DATE

SHEET 1 OF 1

PIPE TRENCH

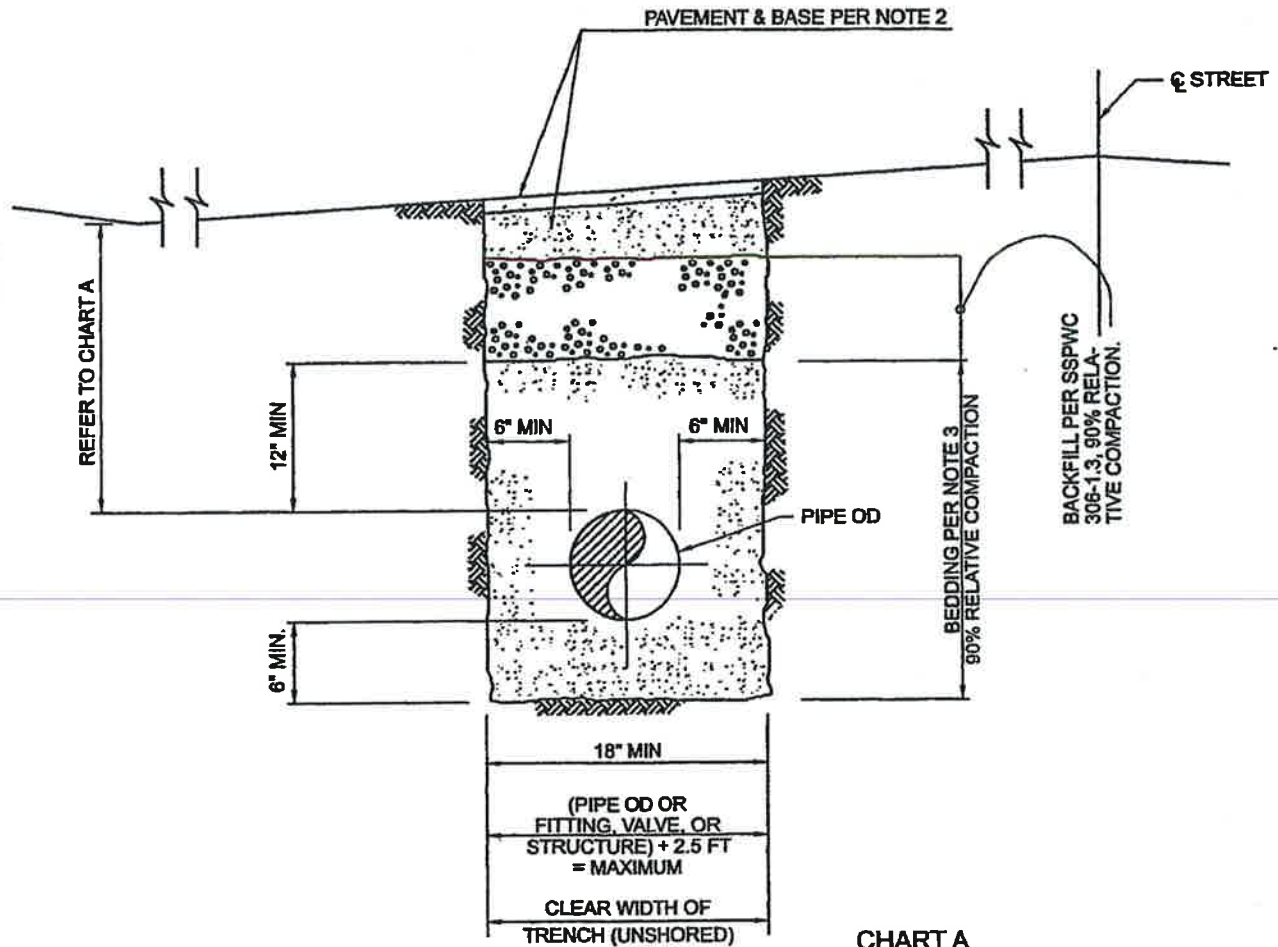


CHART A

SIZE OF PIPE (INCHES)	MIN DEPTH OF COVER OVER PIPE IN INCHES (SEE NOTE 1).	MIN DEPTH OF COVER OVER PIPE IN PRIVATE STREET (SEE NOTE 1).
4 TO 6	36	36
8 TO 10	42	48
12 OR LARGER	48	48

GENERAL NOTES:

1. THE DEPTH OF COVER OVER THE PIPE SHALL BE MEASURED VERTICALLY FROM THE TOP OF THE PIPE WITH REFERENCE TO AN APPROVED, IMPROVED GUTTER FLOWLINE. WHERE THERE IS NO IMPROVED GUTTER FLOWLINE, USE THE ELEVATION OF A PROPOSED ADJACENT FLOWLINE AS THE REFERENCE ELEVATION.
2. PAVEMENT SHALL BE PER THE REQUIREMENTS OF THE LOCAL AGENCY'S PERMIT BUT NOT LESS THAN THE REQUIREMENTS OF STANDARD PLAN 132-1 FOR PCC PAVEMENT OR STANDARD PLAN 133-1 FOR AC PAVEMENT.
3. BEDDING SHALL BE SAND PER SSPWC 306-1.2.1 UNLESS OTHERWISE APPROVED BY THE DISTRICT.
4. NEITHER BEDDING NOR BACKFILL SHALL CONTAIN PARTICLES GREATER THAN ONE SQUARE INCH.

NTS

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

STANDARD PLAN

W-46

APPROVED

Michael...
11 - 176
ASSISTANT DEPUTY DIRECTOR

APRIL 2004

DATE

SHEET 1 OF 1

APPENDIX IV

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

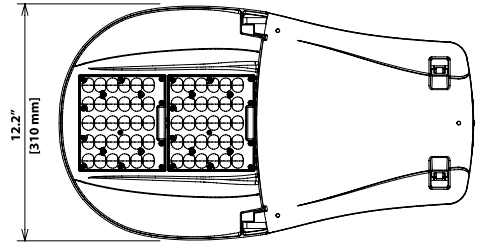
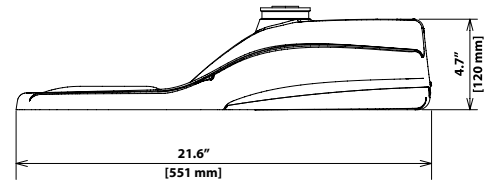
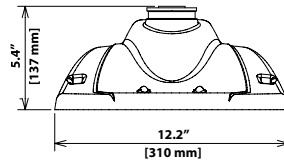
Lighting Equipment – Manufacturer’s Specifications

GreenCobra™ Midsize LED Street Light

GCM J-Series Specification Data Sheet

Luminaire Data

Weight 11 lbs [5.0 kg]
EPA 0.44 ft²



Ordering Information

Sample Catalog No. GCM2-60J-MV-30K-2R-GY-130-PCR7-WL

Model*	LED Code	Voltage	Color Temperature	Distribution	Finish ¹	Output Code ²	Options
GCM1*	60J	MV 120-277V	30K 3000K	2R Type 2	GY Gray	Refer to Page 3 to select the performance code.	FOC ³ Fixed Output Code
GCM2*		HV 347-480V	40K 4000K	3R Type 3R	DB Dark Bronze		LPCR Less Photocontrol Receptacle
GCM3*			50K 5000K	3F Type 3F 4 Type 4 5 Type 5	BK Black		PCR7 ⁴ ANSI 7-wire Photocontrol Receptacle PCR7-CR ⁵ Control Ready 7-wire PC Receptacle
							MSL3 Motion Sensor, L3 Lens MSL7 Motion Sensor, L7 Lens WL Utility Wattage Label 4B 4-Bolt Mounting Bracket RWG Rubber Wildlife Guard SWTB Straight Wire Terminal Block BBL Bubble Level DSC Door Safety Cable CF ⁶ Coastal Paint Finish SP2 ⁷ Extreme Surge Protection, 20KV/10KA, Fail-to-on LSSP2 ⁷ Extreme Surge Protection, Fail-to-off, 20kv/10kA Rating

* Refer to performance data table on page 3 for specific model with corresponding output code

Notes:

- 1 Gray, Black, and Dark Bronze standard. Consult factory for other finishes. See page 2 for RAL codes of Standard finishes.
- 2 Specified output code is the factory set lumen performance. Refer to performance data table on page 3 of this spec sheet. Field adjustable output selector enables fixture to be changed in the field to adjust light output for local conditions (not available with Fixed Output Code, FOC) or PCR7-CR option. Consult factory if wattage limits require a special drive current.
- 3 Non-field adjustable, fixed output code. Specify required output code. Not available with PCR7-CR option.
- 4 Includes output selector that enables field adjustability of light levels. Includes connectors to allow easy upgrade of wireless dimming via PCR7. Wireless node by others.
- 5 Control-ready wired at factory for wireless node dimming (node by others). Output selector not included in the fixture. Not able to adjust above specified output code.
- 6 Specify the CF Option for coastal installation. See warranty for details.
- 7 Standard surge protection, 10kV/5kA, fail-to-on, meets enhanced surge protection based on ANSI 136.25-2015 3-part test.
- 8 Flush mounted house side shield. Shield cuts light off at 1 mounting height behind luminaire. Gray frame with black louvres.
- 9 Flush mounted cul-de-sac shield. Shield cuts light off at 1 mounting height behind luminaire and 2 times the mounting height on either side of luminaire. Gray frame with black louvres.
- 10 Flush mounted front side shield cuts light off at approximately 1 1/2 mounting height in front of luminaire (street side). Gray frame with black louvres.
- 11 Specify Color (GY, DB, BK). Refer to Leotek web site for specific mounting details and drawings at <https://leotek.com/lighting-library/>
- 12 Specify MV (120-277V) or HV (347V-480V)

Accessories*

HSSJGCM ⁸	House Side Shield, Snap-On*
CSSJGCM ⁹	Cul-De-Sac Side Shield, Snap-On*
FSSJGCM ¹⁰	Front Side Shield, Snap-On*
SPB ¹¹	Square Pole Horizontal Arm Bracket
RPB ¹¹	Round Pole Horizontal Arm Bracket
PTB ¹¹	Pole Top Tenon Horizontal Arm Bracket
PTB2 ¹¹	Pole Top Tenon Horizontal Arm Bracket (2@180°)
WB ¹¹	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
LLPC ¹²	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

*Unless specified for field installation, Shields and Shorting Caps are shipped installed. All other options are shipped separately.



Luminaire Specifications

Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket (4B option) is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass by independent test lab. Mounting has leveling adjustment from ± 5° in 2.5° steps. All hardware is stainless steel. Electrical components are accessed without tools via die cast aluminum door with stainless steel quick release latches. Provided standard with removable polycarbonate wild life guard. For additional protection, optional rubber wildlife guard (RWG) which conforms snugly to the mast arm is offered.

Light Emitting Diodes

LEDs produce minimum 90% of initial intensity at 60,000 hours of life per IES recommended lumen maintenance life projection based on 6 times the duration of the collected LM-80 data. For details on IESNA Position on LED Product Lifetime Prediction, PS-10-18. LEDs have correlated color temperature of 3000K (30K), 4000K (40K), or 5000K (50K) and 70 CRI minimum. LEDs are ROHS compliant, 100% mercury and lead free.

Field Adjustability

LED lumen output can be changed in the field to adjust light output for local conditions (not available with PCR7-CR option). The specified output code will be the factory set output. Field adjustments can be made with the output selector included in the fixture. Field adjustable range shown in performance data table.

Quality Control

Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

Optical Systems

Micro-lens optical systems produce IESNA Type 2, Type 3, Type 4, or Type 5 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Front side shield cuts light off at approximately one mounting height in front of the luminaire (street side). Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. All shields are field installable without tools.

Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 10kV/5kA and ANSI C136.2-2015, 3-part test.

Power Supply

IP66 rated power power supply with high power factor of > 90%. Auto sensing universal AC input from 120 to 277VAC (MV model) and 347 to 480VAC (HV mode) rated for both line to line and line to neutral applications. Maximum THD rating of 20%. Class 1 or Class 2. Built-in overheating protection mechanism will reduce drive current to LEDs and electrical components if the driver experiences unusual internal overheating situation. Built-in short circuit, voltage overload, and current overload protection with automatic recovery after correction.

Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 7-wire (PCR7) photocontrol receptacle is available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

Finish

Housing receives a durable, fade-resistant polyester powder coat finish with 3.0 mil nominal thickness. Standard finish tested to withstand 5000 hours in salt spray exposure per ASTM B117 and Coastal Finish per ASTM G85. Finish meets scribe creepage rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified product. Consult DLC QPL for Standard and Premium Classification Listings. All electronic components inside of the luminaire are NRTL damp location rated per ANSI 136.37-2011 Ingress Protection standard. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A

Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty

10-year limited warranty is standard on luminaire and components. See Leotek.com for warranty details.

Vandal Resistance

Housing and optics rated to IK10

Certification and Compliance

Luminaire complies with:
ANSI: C136.2, C136.3, C136.10, C136.13, C136.15, C136.22, C136.31, C136.35, C136.37, C136.41, C62.41, C78.377, C82.77
Other: FCC 47 CFR, IEC 60598, ROHS II, UL 1449, UL 1598

Color Specifications

Order Code	Color	RAL #	Pantone Equivalent
GY	Gray	7040	429C
BK	Black	9004	426C
DB	Dark Bronze	6022	BLACK 2C

TM21 Lumen Maintenance per IES TM21-11 Calculation

Model Number	60,000 Hours*	80,000 Hours	100,000 Hours
All GCM 60J	>96%	>95%	>94%

*Calculation based on IES position statement on Lumen Maintenance Life Projections

Performance Data: 3000K (30K)

All data nominal. IES files for all CCTs available at leotek.com.

Product	LED Code	Output Code	System Wattage (W)	Delivered Lumens (Lm) ¹	Efficacy (Lm/W)	System Drive Current (mA) ²	Field Adjustable Output Range
GCM1	60J	090	59	9039	154	480	↕
		100	65	9940	153	530	
		110	72	10999	153	590	
		120	80	12029	151	650	
		125	85	12604	148	700	
GCM2	60J	130	89	13169	148	710	↕
		145	100	14457	145	800	
GCM3	60J	160	111	15790	142	900	↕
		170	123	17220	140	970	
		180	133	17846	134	1050	

- Notes:
1. Nominal lumens. Normal tolerance $\pm 10\%$ due to factors including distribution type, LED bin variance, and ambient temperatures.
 2. System drive current values (maximum LED drive current is 350mA).

Performance Data: 4000K (40K) and 5000K (50K)

All data nominal. IES files for all CCTs available at leotek.com.

Product	LED Code	Output Code	System Wattage (W)	Delivered Lumens (Lm) ¹	Efficacy (Lm/W)	System Drive Current (mA) ²	Field Adjustable Output Range
GCM1	60J	095	59	9562	163	480	↕
		105	65	10525	162	530	
		115	72	11574	161	590	
		125	80	12746	160	650	
		135	85	13402	158	700	
GCM2	60J	140	89	13884	156	710	↕
		155	100	15400	154	800	
GCM3	60J	170	111	16872	152	900	↕
		185	123	18387	149	970	
		190	133	19072	143	1050	

- Notes:
1. Nominal lumens. Normal tolerance $\pm 10\%$ due to factors including distribution type, LED bin variance, and ambient temperatures.
 2. System drive current values (maximum LED drive current is 350mA).

BUG Ratings: 3000K (30K)

All data nominal. IES files for all CCTs are available at leotek.com.

		Type 2	Type 3R	Type 3F	Type 4	Type 5
Product & LED Code	Output Code	BUG Rating	BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCM1 60J	090	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2
	100	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2
	110	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2
	120	B3-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2
	125	B3-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2
GCM2 60J	130	B3-U0-G3	B2-U0-G2	B2-U0-G2	B2-U0-G2	B4-U0-G2
	145	B3-U0-G3	B2-U0-G2	B2-U0-G2	B2-U0-G2	B4-U0-G2
GCM3 60J	160	B3-U0-G3	B3-U0-G3	B3-U0-G2	B3-U0-G2	B4-U0-G2
	170	B3-U0-G3	B3-U0-G3	B3-U0-G2	B3-U0-G3	B4-U0-G2
	180	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G2

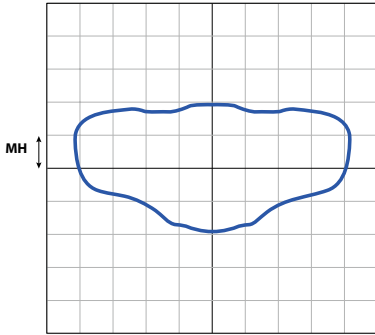
BUG Ratings: 4000K (40K) and 5000K (50K)

All data nominal. IES files for all CCTs are available at leotek.com.

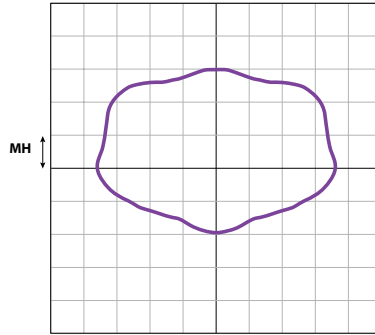
		Type 2	Type 3R	Type 3F	Type 4	Type 5
Product & LED Code	Output Code	BUG Rating	BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCM1 60J	095	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2
	105	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2
	115	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2
	125	B3-U0-G3	B2-U0-G2	B2-U0-G2	B2-U0-G2	B4-U0-G2
	135	B3-U0-G3	B2-U0-G2	B2-U0-G2	B2-U0-G2	B4-U0-G2
GCM2 60J	140	B3-U0-G3	B2-U0-G2	B2-U0-G2	B2-U0-G2	B4-U0-G2
	155	B3-U0-G3	B2-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2
GCM3 60J	170	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G2	B4-U0-G2
	185	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G2
	190	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G2

Optical Distribution

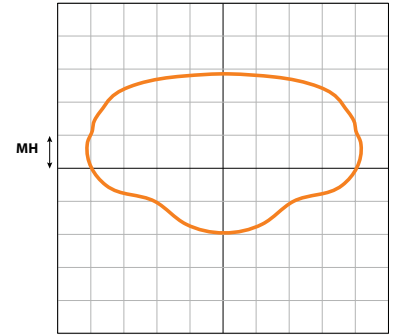
(Each square block represents one mounting height, MH)



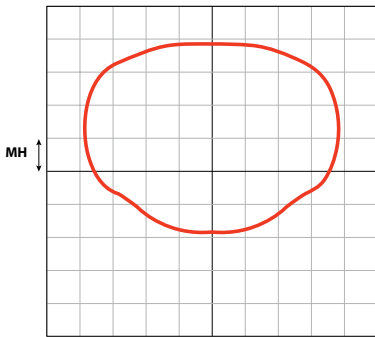
Type 2R



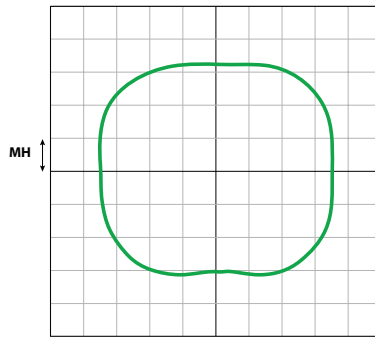
Type 3F



Type 3R



Type 4



Type 5

APPENDIX V

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

Centerline Tie Notes of Record

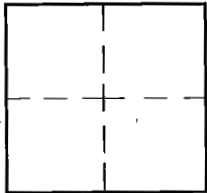
CORNER RECORD

Document Number

City of SO. PASADENA

County of Los Angeles, California

Brief Legal Description LOT 257 OF TRACT NO. 8026, MB 90/57-59



CORNERTYPE

Govt. Corner Control
Meander Property
Rancho Other
Date of Survey June 25, 07

COORDINATES (Optional)

N. _____
E. _____
Zone _____ NAD27 NAD83
NAD83 Epoch _____
Elev. _____
Vert. Datum: NGVD29 NAVD88
Meas. Units: Metric Imperial

Corner - Left as found Found & tagged Established Reestablished Rebuilt

Identification and type of corner found: Evidence used to identify or procedure used to establish or reestablish the corner:

PLS SEE REVERSE SIDE

A description of the physical condition of the monument as found and as set or reset:

PLS SEE REVERSE SIDE

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance

with the Land Surveyors' Act on JULY 2, 2007

Signed [Signature] P.L.S. or R.C.E. No. 028918



COUNTY SURVEYOR'S STATEMENT

This Corner Record was received JUL 10 2007 AUG 08 2007

and examined and filed AUG 22 2007

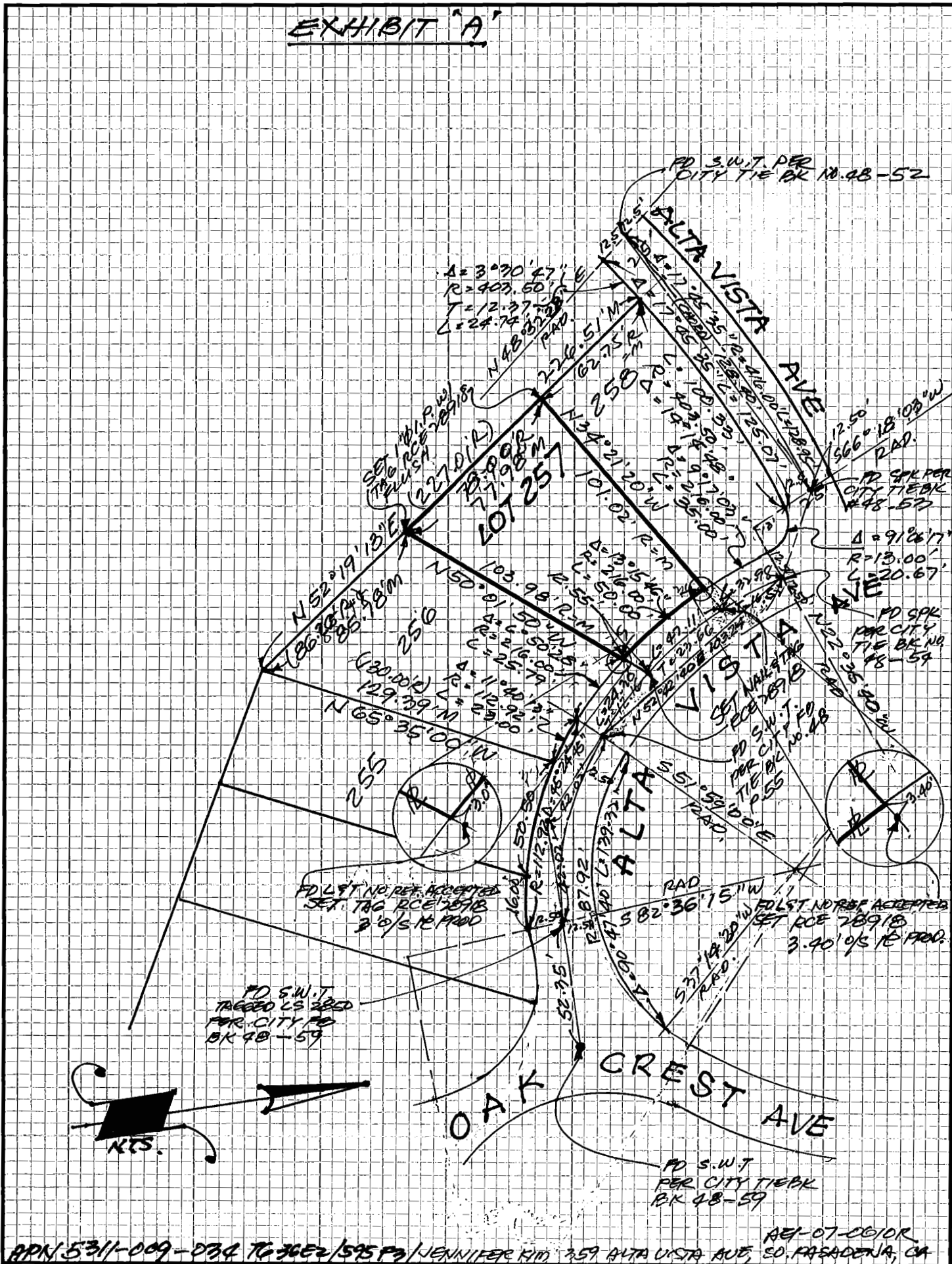
Signed [Signature] P.L.S. or R.C.E. No. 6388

Title: DEPUTY COUNTY SURVEYOR



County Surveyor's Comment _____

EXHIBIT 'A'

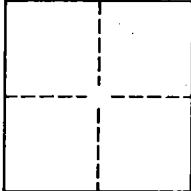


CORNER RECORD

COUNTY OF LOS ANGELES, CALIFORNIA

SEC. _____, T. _____, R. _____ MERIDIAN

LOT 4 OAK HILL PARK TRACT MB2-75/76 IN THE CITY OF LOS ANGELES



CORNER TYPE:

COORDINATES

GOV'T. CORNER CONTROL N. _____

MEANDER PROPERTY E. _____

RANCHO OTHER ZONE _____

DATE OF SURVEY: 12/31/87 ELEV. _____

CORNER - LEFT AS FOUND FOUND AND TAGGED REESTABLISHED REBUILT

PHYSICAL DESCRIPTION OF CORNER FOUND: EVIDENCE USED TO IDENTIFY THE CORNER _____

FOUND SUFFICIENT MONUMENTATION FROM PREVIOUS SURVEYS IN ORDER TO ESTABLISH CONTROL.

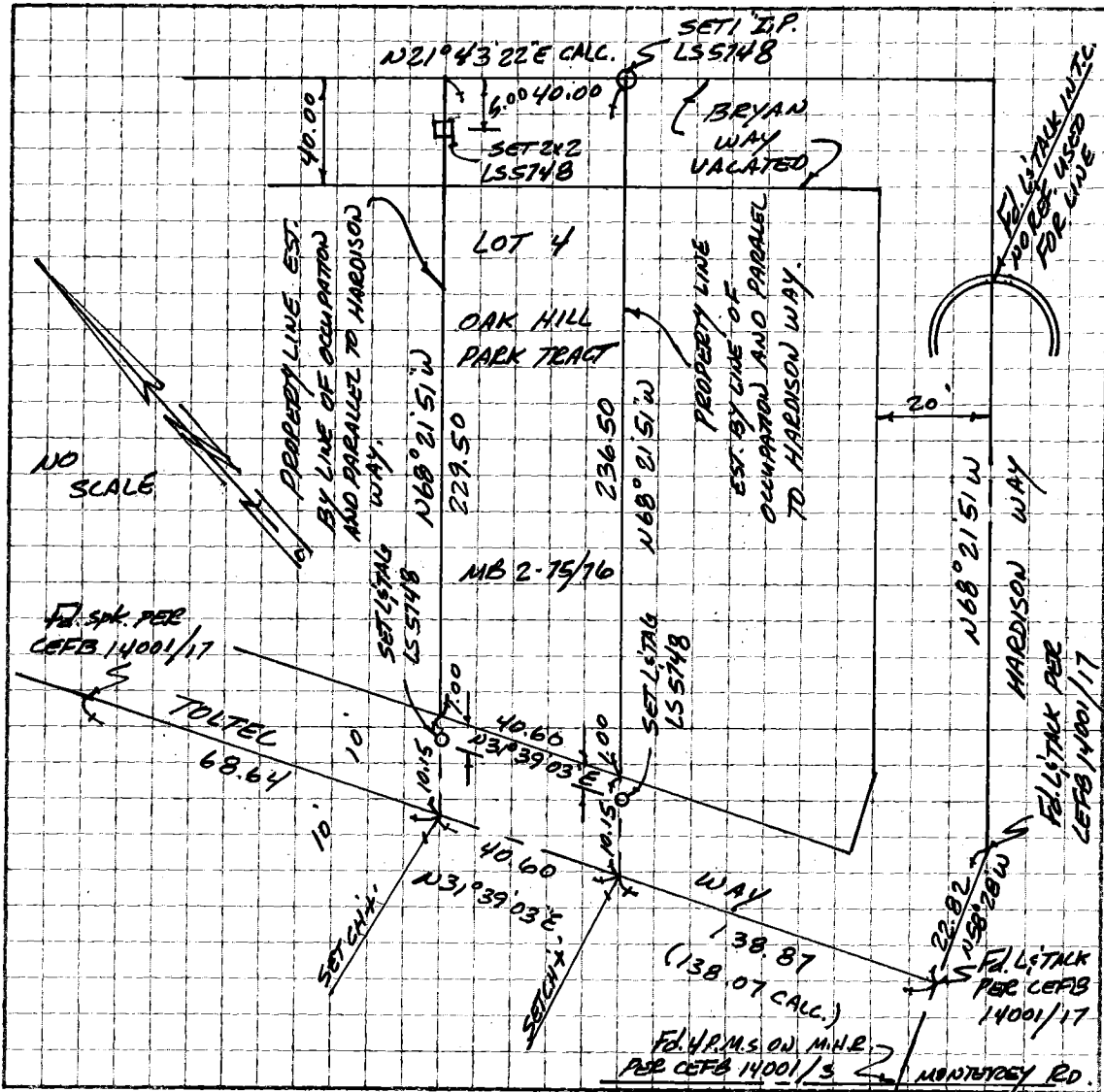
PHYSICAL DESCRIPTION OF MONUMENTS REBUILT, PERPETUATED, OR RESET _____

SET PROPERTY CORNER, LINE POINT AND OFFSETS AS NOTED.

A CORNER RECORD MAY BE USED TO REPORT THE RECOVERY OR PERPETUATION OF SURVEY MONUMENTS, OR TO SHOW THE REESTABLISHMENT OF MONUMENTS WHERE FIELD CONDITIONS AGREE SUBSTANTIALLY WITH RECORD

1. THE CORNER RECORD IS TO BE PREPARED BY A LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AND FILED WITH THE COUNTY SURVEYOR (OR COUNTY ENGINEER) OF THE COUNTY IN WHICH THE CORNER IS LOCATED.
2. A CORNER RECORD SHALL BE FILED WITHIN 90 DAYS OF THE DATE OF THE RECOVERY, USE OR REESTABLISHMENT OF A CORNER UNLESS THE CORNER IS TO BE SHOWN ON A RECORD OF SURVEY, PARCEL OR FINAL MAP DERIVED FROM THE SURVEY WHICH USED OR LOCATED SAID CORNER.
3. A CORNER RECORD MAY BE FILED TO SHOW THE PERPETUATION OF ANY EXISTING OR OBLITERATED CORNER OF THE SURVEY OF THE PUBLIC LANDS, AS SAID CORNERS ARE DEFINED IN THE "MANUAL OF INSTRUCTIONS FOR THE SURVEY OF PUBLIC LANDS OF THE UNITED STATES" OF THE BUREAU OF LAND MANAGEMENT. THE IDENTIFICATION OF SUCH CORNERS SHALL BE IF POSSIBLE IN ACCORDANCE WITH THE SYSTEM OF IDENTIFICATION GIVEN BY SAID MANUAL OF INSTRUCTIONS.
4. AT THE OPTION OF THE SURVEYOR OR ENGINEER, A CORNER RECORD MAY BE FILED FOR PROPERTY CORNERS, PROPERTY CONTROLLING CORNERS, REFERENCE MONUMENTS OR ACCESSORIES TO PROPERTY CORNERS WHEN THE COUNTY SURVEYOR OR COUNTY ENGINEER DETERMINES THAT NONE OF THE CONDITIONS REQUIRING A RECORD OF SURVEY EXIST AS OUTLINED IN SECTION 8762 OF THE LAND SURVEYORS ACT
5. THE COUNTY SURVEYOR OR COUNTY ENGINEER SHALL EXAMINE THE CORNER RECORD WITHIN 20 DAYS FOR CONFORMANCE WITH SECTION 8773 OF THE LAND SURVEYORS ACT. UPON DETERMINATION THAT THE ABOVE LISTED CONDITIONS ARE SATISFIED AND THAT THE INFORMATION REQUIRED ELSEWHERE ON THIS FORM IS COMPLETE, THE COUNTY SURVEYOR OR ENGINEER SHALL FILE AND INDEX THE CORNER RECORD AND NOTIFY THE SURVEYOR/ENGINEER OF SUCH FILING.
6. CORNER RECORDS SUBMITTED FOR SURVEYS WHICH, UNDER SECTION 8762 OF THE LAND SURVEYORS ACT, REQUIRE A RECORD OF SURVEY SHALL BE RETURNED TO THE SURVEYOR OR ENGINEER TOGETHER WITH A STATEMENT OF THE REASON FOR SUCH RETURN
7. CALIFORNIA COORDINATE SYSTEM DATA MAY BE SHOWN, BUT SHOULD BE ACCOMPANIED BY AN IDENTIFICATION OF THE SOURCE OF SUCH INFORMATION.
8. A SKETCH SHOWING REFERENCE TIES TO ACCESSORIES OR OTHER IDENTIFIABLE OBJECTS IN THE VICINITY OF THE CORNER SHALL BE PROVIDED WHERE APPROPRIATE. PHOTOGRAPHS AND/OR TOPOGRAPHY OF THE MONUMENT AND SURROUNDING AREA ARE ENCOURAGED.

COUNTY OF LOS ANGELES, CALIFORNIA



SURVEYOR'S CERTIFICATE
 THIS CORNER RECORD WAS PREPARED BY ME OR
 UNDER MY DIRECTION IN COMPLIANCE WITH THE
 LAND SURVEYORS ACT ON 1/3/88
 19 88
 SIGNED: [Signature]
 L.S. OR No. 5748
 STATE OF CALIFORNIA

COUNTY SURVEYOR'S CERTIFICATE
 THIS CORNER RECORD WAS RECEIVED 2-1
 19 88
 AND EXAMINED AND FILED 19 88
 BY: [Signature]
 TITLE: Dep. Co. Eng.
 DEPARTMENT OF PUBLIC WORKS
 SURVEY DIVISION
 1540 ALCAZAR STREET, RM 144
 LOS ANGELES, CA 90033

COUNTY SURVEYOR'S STATEMENT: _____

THIS FORM PREPARED BY THE LEAGUE OF CALIFORNIA SURVEYING ORGANIZATIONS, SOUTHERN REGION

L 6267

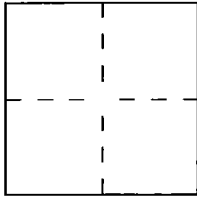
PWFB 1523

CORNER RECORD

Document Number 4. 351

City of South Pasadena County of Los Angeles, California

Brief Legal Description Oak Hill Avenue & Monterey Road



CORNER TYPE

Government Corner [] Control []
Meander [] Property []
Rancho [] Other [x]
Date of Survey 07/05/05

COORDINATES (Optional)

N.
E.
Zone NAD27 [] NAD83 []
NAD83 Epoch
Elev.
Vert. Datum: NGVD29 [] NAVD88 []
Meas. Units: Metric [] Imperial []
U.S. Survey foot []

Corner Left as found [x] Found and tagged [] Established [] Reestablished [x] Rebuilt []

Identification and type of corner found; Evidence used to identify or procedure used to establish or reestablish the corner:

Found as described on the reverse of this sheet.

A description of the physical condition of the monument as found and as set or reset:

These ties are for the purpose of perpetuating the found monumentation pursuant to
The PLS Act Section 8771. No claim is made as to the relationship of the points or
Lines shown hereon to the true boundary location.

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with
the Land Surveyor's Act on July 8, 2005

Signed [Signature] L.S. or R.C.E. No. L.S. 5411



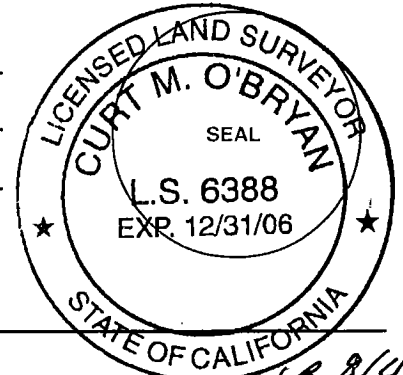
COUNTY SURVEYOR'S STATEMENT

This Corner Record was received JUL 25 2005

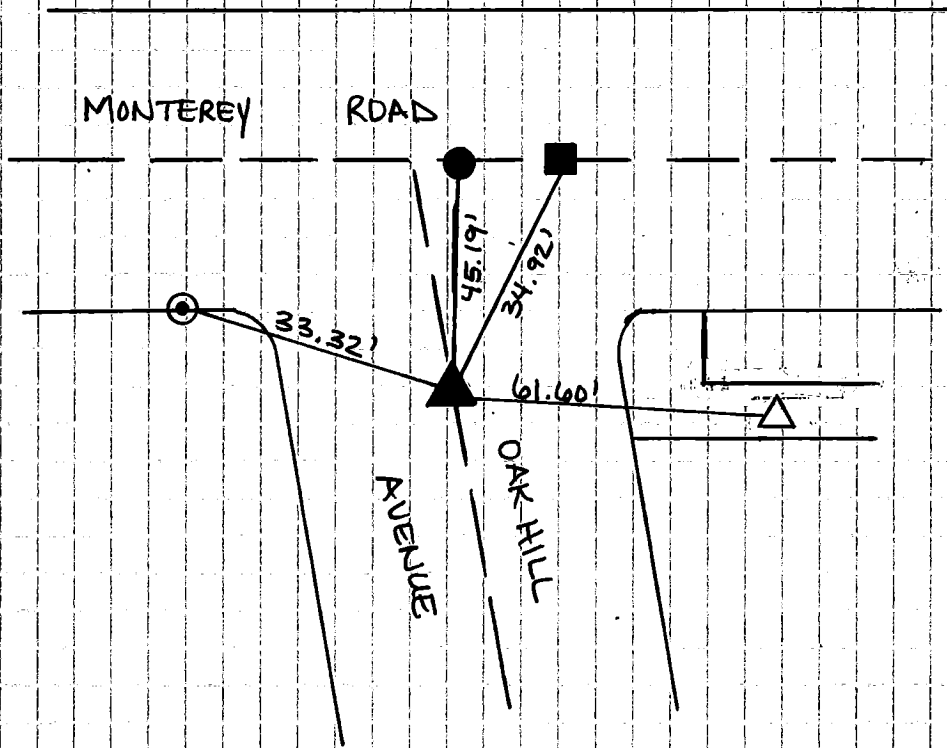
and examined and filed 8-8-2005

Signed Curt O'Bryan L.S. or R.C.E. No. 6388

Title DEPUTY COUNTY SURVEYOR



County Surveyor's Comment



- ▲ FD. SPK|W RCE 27766 (NO REF.) PRIOR TO CONSTR.
TIED OUT TO BE RESET. SET PK|W L.S. 5411 AFTER CONSTR.
- FD. SPK|TIN (NO REF.) BEFORE & AFTER CONSTR.
- FD. NAIL/TAG RCE 27766 (NO REF.) BEFORE & AFTER CONSTR.
- ⊙ FD. LIT (NO REF.) BEFORE & AFTER CONSTR.
- △ SET W/T L.S. 5411 IN SIDE WALK.

The purpose of this record is to document the perpetuation of found monument(s) pursuant to the PLS Act Section 8771. No claim is made regarding the correctness of the position(s) of said monument(s), nor the dimensional relationship to street centerlines or property boundaries.

04-SUL-027

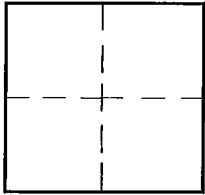
CORNER RECORD

Document Number

City of LOS ANGELES

County of Los Angeles, California

Brief Legal Description LOT 14, Block 5 OF OAK HILL PARK TRACT, M.B 2-75-76



CORNERTYPE

Govt. Corner [] Control []
Meander [] Property [x]
Rancho [] Other []
Date of Survey 03/05/06

COORDINATES (Optional)

N.
E.
Zone NAD27 [] NAD83 []
NAD83 Epoch
Elev.
Vert. Datum: NGVD29 [] NAVD88 []
Meas. Units: Metric [] Imperial []

Corner - Left as found [] Found & tagged [] Established [] Reestablished [x] Rebuilt []

Identification and type of corner found: Evidence used to identify or procedure used to establish or reestablish the corner:

SEE SKETCH

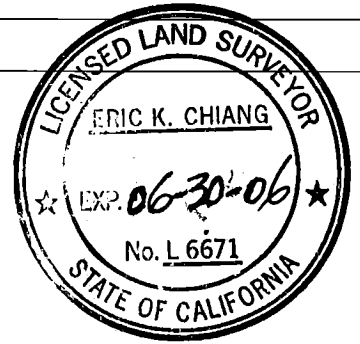
A description of the physical condition of the monument as found and as set or reset:

SEE SKETCH

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Land Surveyors' Act on MAR 19, 2006

Signed Eric K. Chiang P.L.S. or R.C.E. No. 6671



COUNTY SURVEYOR'S STATEMENT

This Corner Record was received MAR 29 2006 and examined and filed APR 03 2006

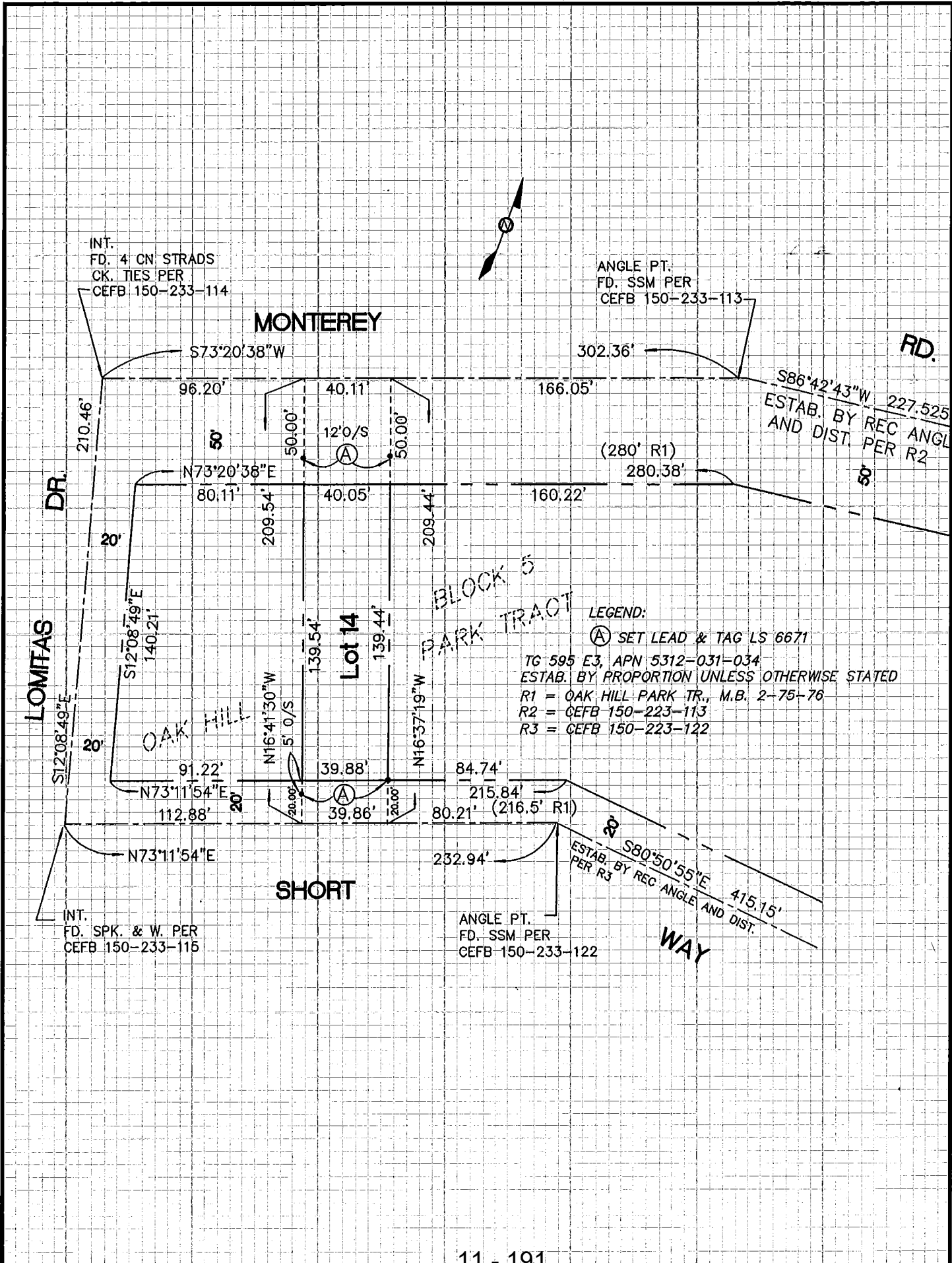
Signed Curt M. O'Bryan P.L.S. or R.C.E. No. 6388

Title: DEPUTY COUNTY SURVEYOR



County Surveyor's Comment

ENG 4-3-C



INT.
FD. 4 CN STRADS
CK. TIES PER
CEFB 150-233-114

ANGLE PT.
FD. SSM PER
CEFB 150-233-113

MONTEREY

RD.

S86°42'43"W 227.525' R2
ESTAB. BY REC ANGLE
AND DIST. PER R2

DR.

LOMITAS

BLOCK 5
OAK HILL
PARK TRACT

LEGEND:

Ⓐ SET LEAD & TAG LS 6671
TG 595 E3, APN 5312-031-034
ESTAB. BY PROPORTION UNLESS OTHERWISE STATED
R1 = OAK HILL PARK TR., M.B. 2-75-76
R2 = CEFB 150-223-113
R3 = CEFB 150-223-122

Lot 14

SHORT

WAY

CORNER RECORD

Agency Index _____

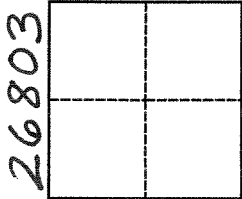
Document Number _____

City of SOUTH PASADENA County of LOS ANGELES, California

Brief Legal Description MONTEREY ROAD AND PASADENA AVENUE

CORNER TYPE

COORDINATES (Optional)



- Government Corner Control
- Meander Property
- Rancho Other

N. _____ E. _____

Elevation _____

Units Metric U.S. Survey Foot

Horizontal Datum _____

Zone _____ Epoch Date _____

Vertical Datum _____

Date of Survey JUNE 12, 2017

JULY 10, 2017

Complies with Public Resources Code §§8801-8819

Complies with Public Resources Code §§8890-8902

PLS Act Ref.: 8765(d) 8771 8773 Other:

Corner/Monument: Left as found Established Rebuilt Pre-Construction

Found and tagged Reestablished Referenced Post-Construction

Narrative of corner identified and monument as found, set, reset, replaced, or removed:

See sheet #2 for description(s):

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with

the Professional Land Surveyors' Act on AUGUST 01, 2017

Signed [Signature] P.L.S. or R.C.E. No. 8601



COUNTY SURVEYOR'S STATEMENT

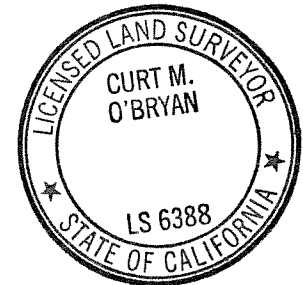
This Corner Record was received AUG 23 2017 OCT 11 2017

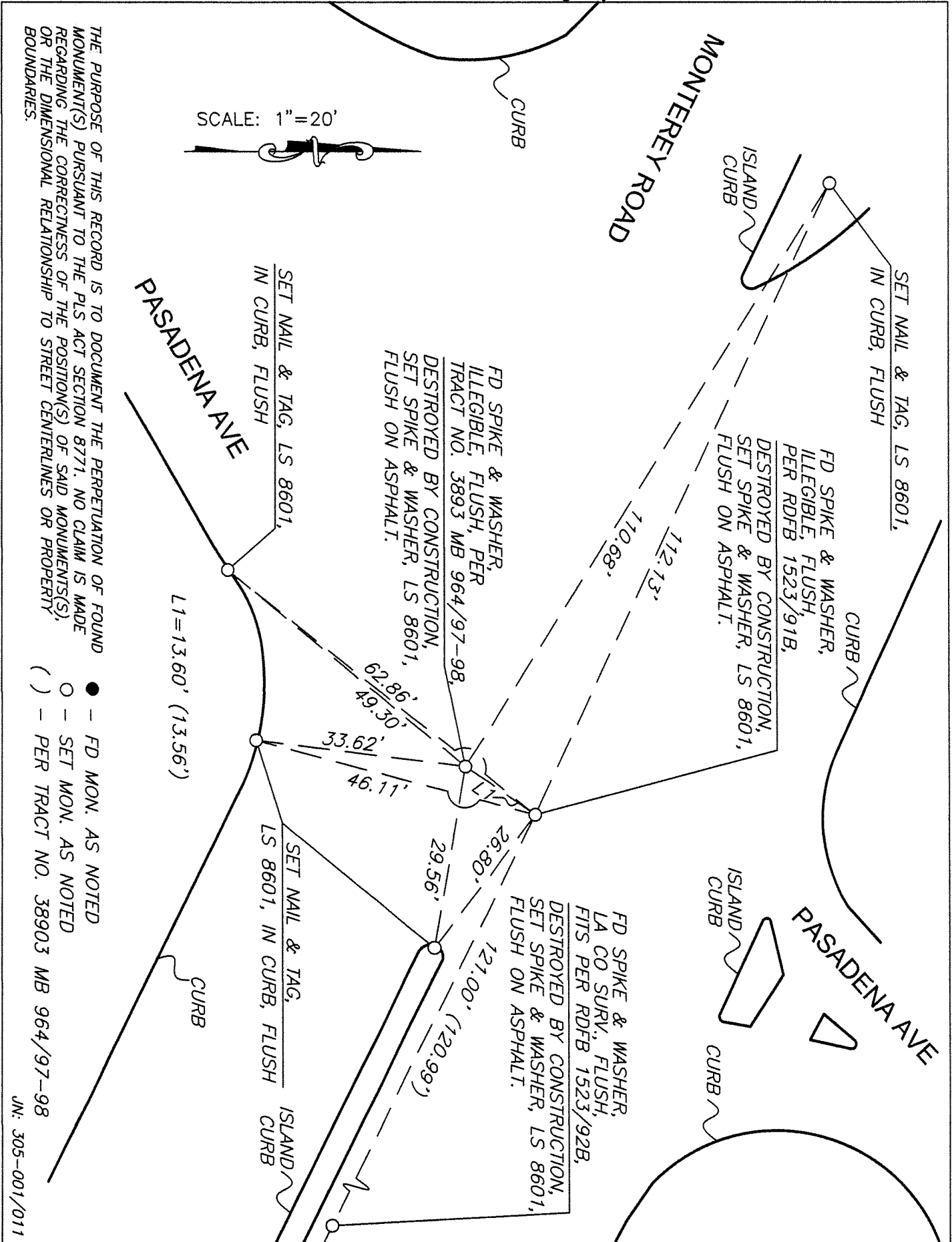
and examined and filed OCT 18 2017

Signed [Signature] P.L.S. or R.C.E. No. 6388

Title DEPUTY COUNTY SURVEYOR

County Surveyor's Comment





CORNER RECORD

Agency Index _____

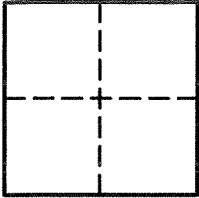
Document Number _____

City of SOUTH PASADENA

County of LOS ANGELES, California

Brief Legal Description MONTEREY ROAD & KOLLE AVENUE

29682



CORNER TYPE

- Government Corner Control
- Meander Property
- Rancho Other

COORDINATES (Optional)

- N. _____ E. _____
- Elevation _____
- Units Metric U.S. Survey Foot
- Horizontal Datum _____
- Zone _____ Epoch Date _____
- Vertical Datum _____

Date of Survey 5/13/16 & 3/26/18

- Complies with Public Resources Code §§8801-8819
- Complies with Public Resources Code §§8890-8902

PLS Act Ref: 8765 (d) 8771 8773 Other:

Corner/Monument: Left as found Established Rebuilt Pre-Construction

Found and tagged Reestablished Referenced Post-Construction

Narrative of corner identified and monument as found, set, reset, replaced, or removed:

See sheet #2 for description (s):

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act on 4/9/18

Signed _____ P.L.S. or R.C.E. No. 5411



COUNTY SURVEYOR'S STATEMENT

This Corner Record was received APR 17 2018

and examined and filed JUL 23 2018

Signed Curt M. O'Bryan P.L.S. or R.C.E. No. 6388

Title DEPUTY COUNTY SURVEYOR



County Surveyor's Comment _____

REFERENCES

R-1 = COUNTY OF LOS ANGELES RECORD OF SURVEY, R.S.B. 287/45

R-2 = CITY OF SOUTH PASADENA FIELD BOOK 4 PAGE 1

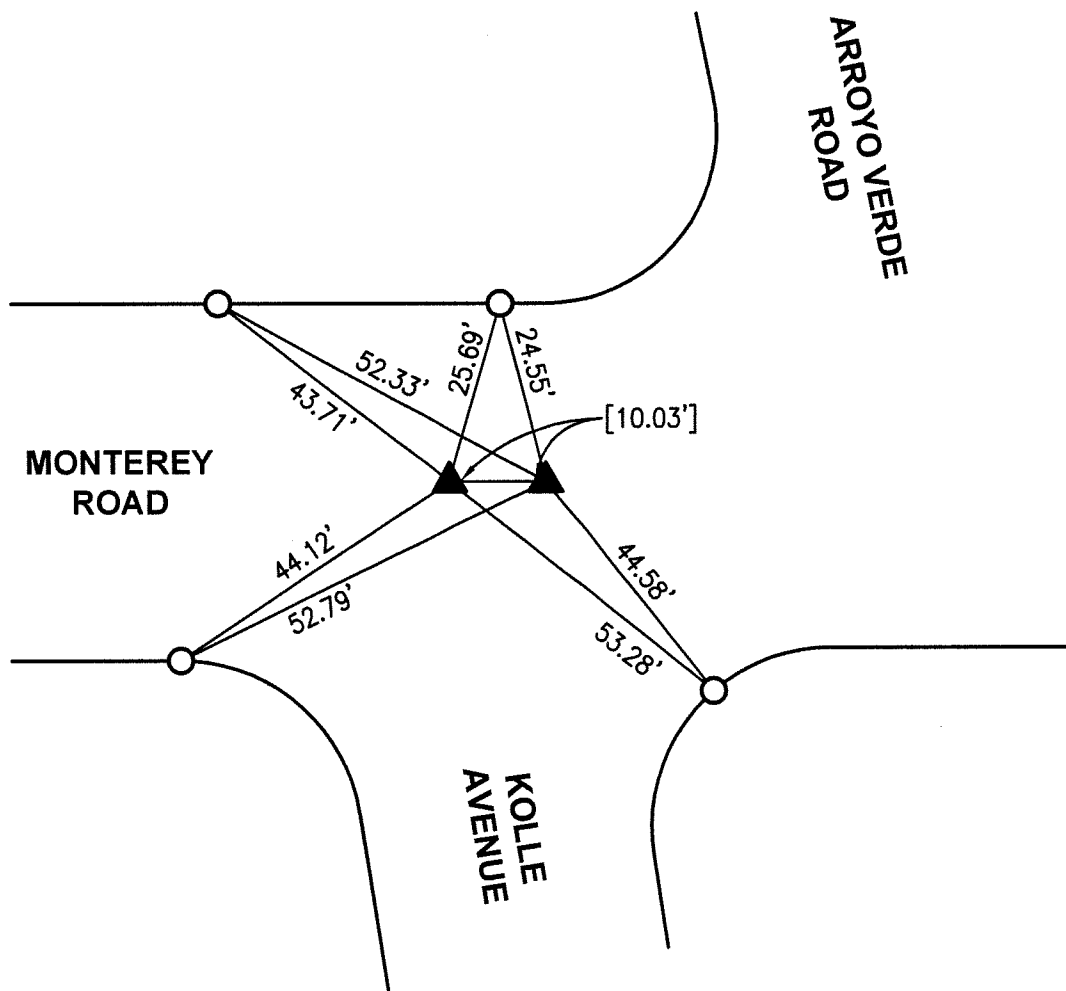
[] = RECORD & MEASURED DISTANCE PER R-1

NOTES: TIES SHOWN HEREON ARE NOT TANGENT OVER.

A FIELD SEARCH WAS PERFORMED FOR ALL RECORD TIE POINTS SHOWN ON R-2. NO RECORD TIE POINTS WERE FOUND.



N.T.S.



MONUMENT NOTES

▲ FOUND PUNCHED SPIKE & WASHER WITH NO STAMPING, NO REFERENCE, FLUSH, POSSIBLE POSITION OF SPIKE PER R-2, BEFORE & AFTER CONSTRUCTION.

○ SET LEAD, TACK & TAG "LS 5411" IN T.C.

THE PURPOSE OF THIS RECORD IS TO DOCUMENT THE PERPETUATION OF FOUND MONUMENT(S) PURSUANT TO THE PLS ACT SECTION 8771. 16-PRL-981

CA19344 Segments 2 & 3

4 = $125^{\circ}41'10'' = 31^{\circ}25'18''$
 6 = $188^{\circ}32'00'' = 31^{\circ}25'20''$
 ($31^{\circ}25'00''$ Per RDFB 474-B)

TO Set PAGE 5

To set Spk w/ft Flush @ Int Pasadena Ave

Note: Sta started @ via Del Rey

PI Nothing 'ed Per RDFB 474-B
 Set Spk w/ft Flush @ Prop. Set 4-200 DNfw strads

67+69.97 E @ Ahd. set Spk w/ft Flush @ Prop. set 4-200 DNfw strads

set LFT Conc cd

E Prod set LFT Conc cd of Island

To set RM in 2"x2" w/4 200 DNfw strads @ B.C.

E Prod To LFT Conc cd. Per RDFB 474-B

4 = $234^{\circ}20'40'' = 148^{\circ}35'10''$
 6 = $171^{\circ}31'40'' = 148^{\circ}35'10''$
 17"

chain @ 66'
 209.765 @ $70^{\circ} = 209.77$
 271.33 @ $84^{\circ} = 271.36$
 80.815 @ $87^{\circ} = 80.83$
 (209.80 Per RDFB 474-B)

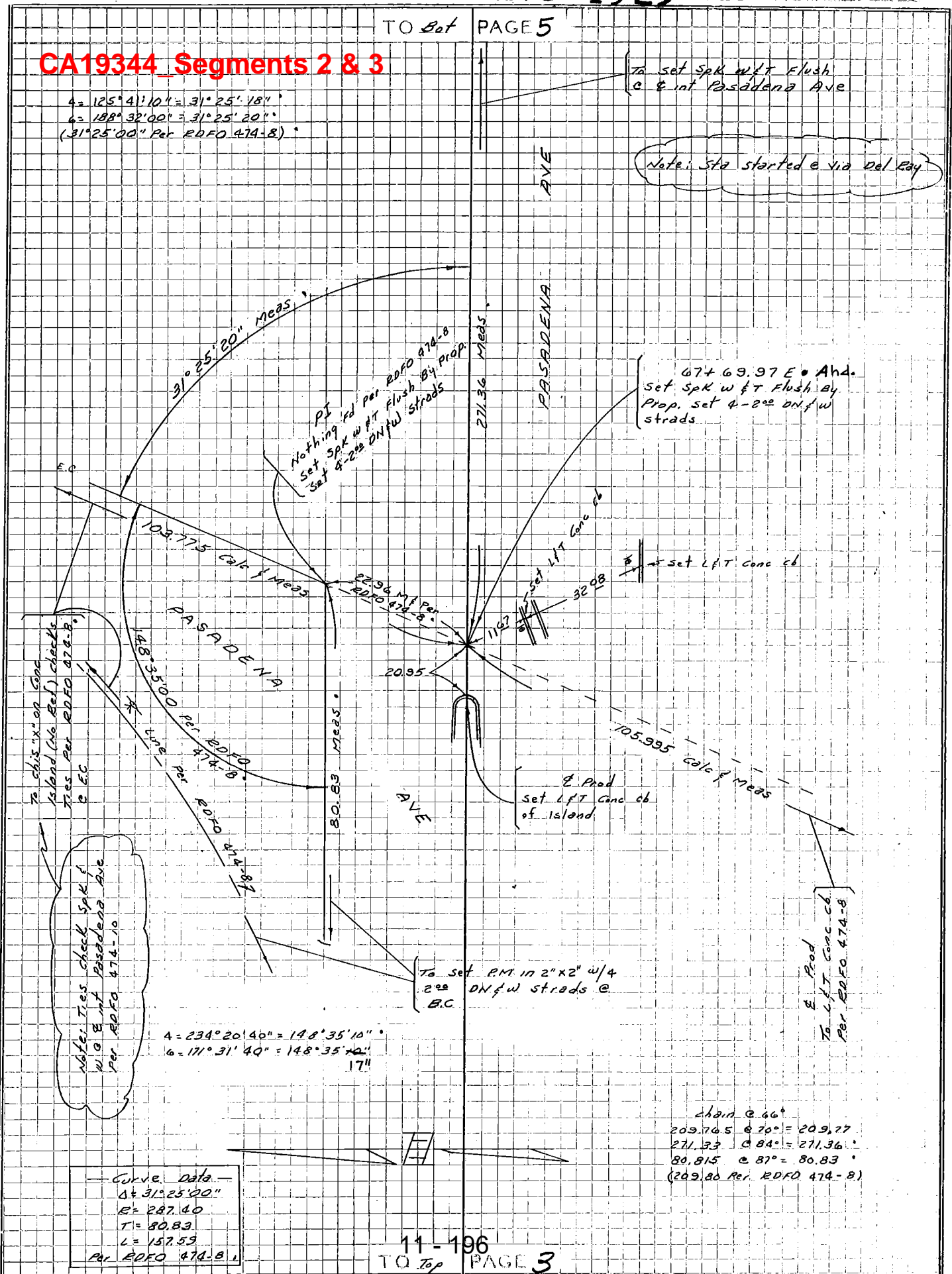
Curve Data
 $\Delta = 31^{\circ}25'00''$
 R = 287.40
 T = 80.83
 L = 157.59
 Per RDFB 474-B

11-196 TO Top PAGE 3

LOS ANGELES COUNTY ROAD DEPARTMENT
 Room 144 - 1540 Henry Street
 Los Angeles

SURVEY BY Hull DATE 6-28-65
 CHECKED BY G. Johnson DATE 2-24-66

RD 125 Rev. 6/64



CA19344_Segments 2 & 3

38

MONTEREY RD

PASADENA AVE

PASADENA AVE

MONTEREY RD

PASADENA AVE

Top 11 - 1976

57.97
73.26
32.80
57.19
29.14
118.31
25.26
95.95

Fd 2" IP w/ Conc plug
RE Tag # 1216

Fd Lf Brad (No Tag)
Conc WK

Fd RE Tag # 1216
Conc WK

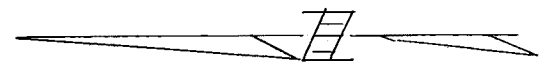
Fd LS Tag # 2599
Conc WK

Fd L.S. Tag # 2599
Conc WK

70 + 41.33E

67 + 69.97 E

80.83
To BC



FD 478-8
- Curve Data -
Δ = 31° 25' 00"
R = 287.40
T = 80.83
L = 157.59

LOS ANGELES COUNTY ROAD DEPARTMENT
Room 144 - 1540 Henry Street
Los Angeles

SURVEY BY W.H.H. DATE 7-18-65
CHECKED BY _____ DATE _____

CA19344_Segments 2 & 3

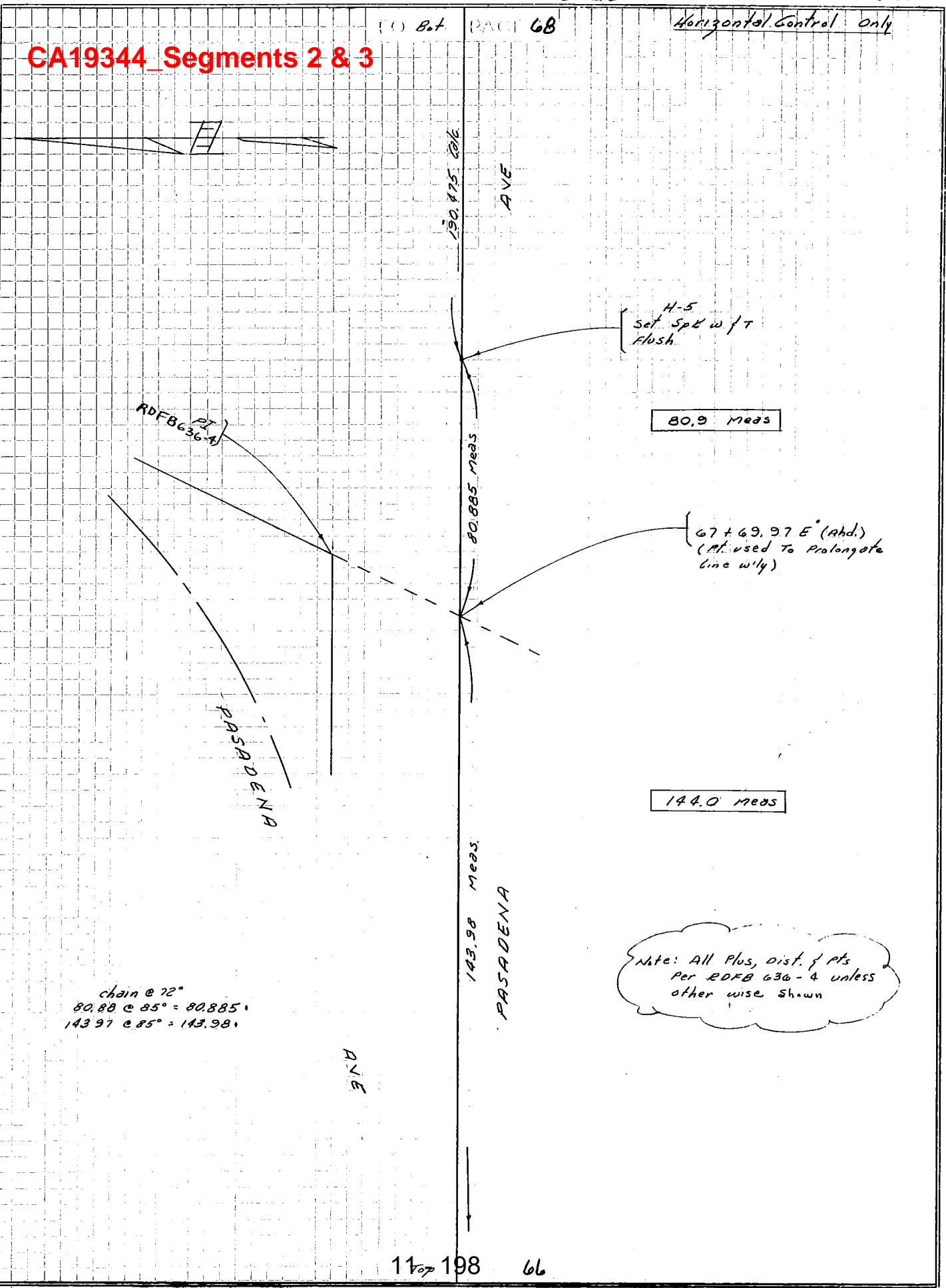
(1) 80+ PAGE 68

Horizontal Control Only

LOS ANGELES COUNTY ROAD DEPARTMENT
Room 144 - 1540 Henry Street
Los Angeles

SURVEY BY Holt DATE 3-18-66
CHECKED BY S. Johnson DATE 4-13-66

RD 125 Rev. 6/64



chain @ 72'
80.88 @ 85° = 80.885'
143.97 @ 85° = 143.98'

Note: All Plus, Dist. of Pts
Per RDFB 636-4 unless
other wise shown

CA19344 Segments 2 & 3

TO Bot PAGE 69

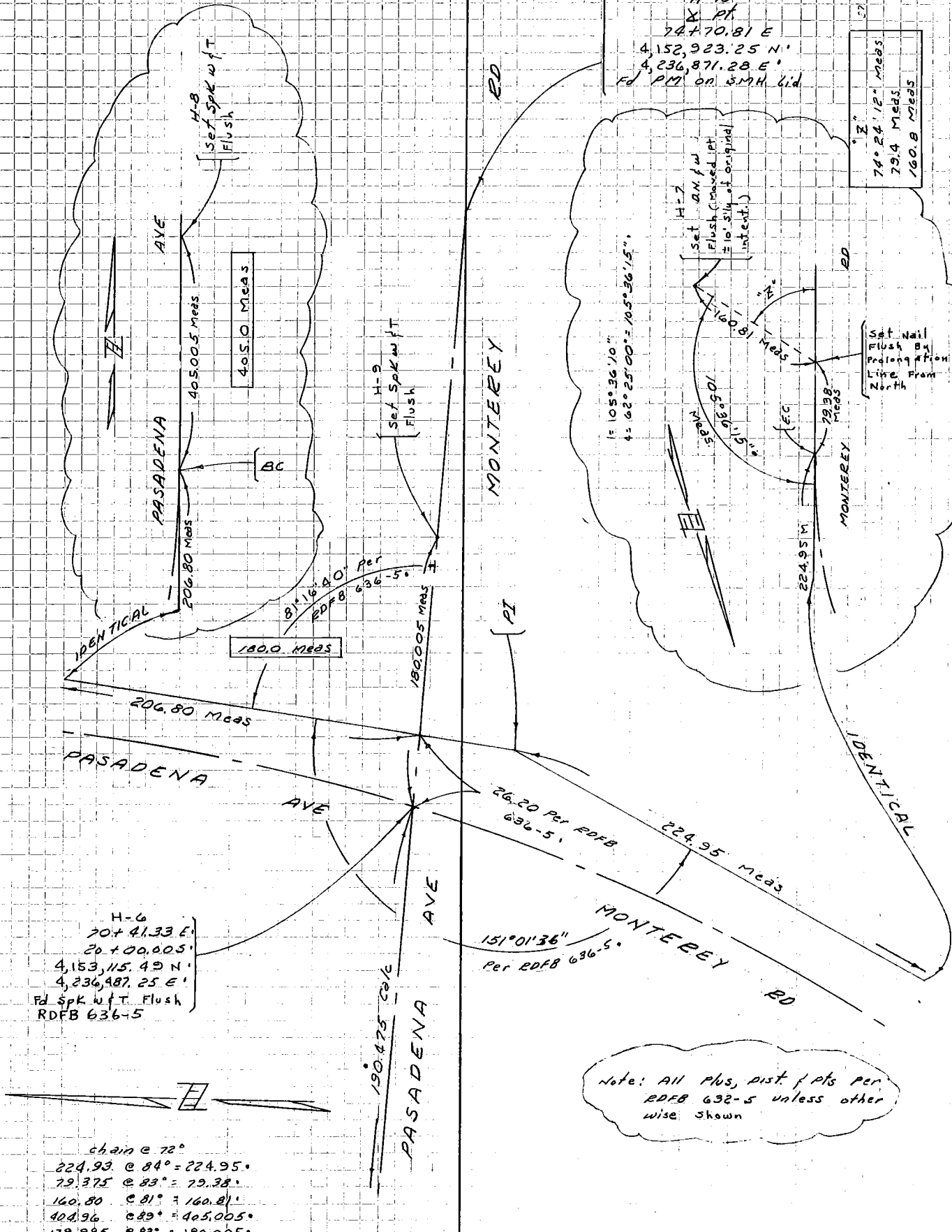
Horizontal Control only

LOS ANGELES COUNTY ROAD DEPARTMENT
Room 144 - 1540 Henry Street
Los Angeles

SURVEY BY Huff DATE 3-18-66

CHECKED BY G. Johnson DATE 4-13-66

RD 125 Rev. 6/64



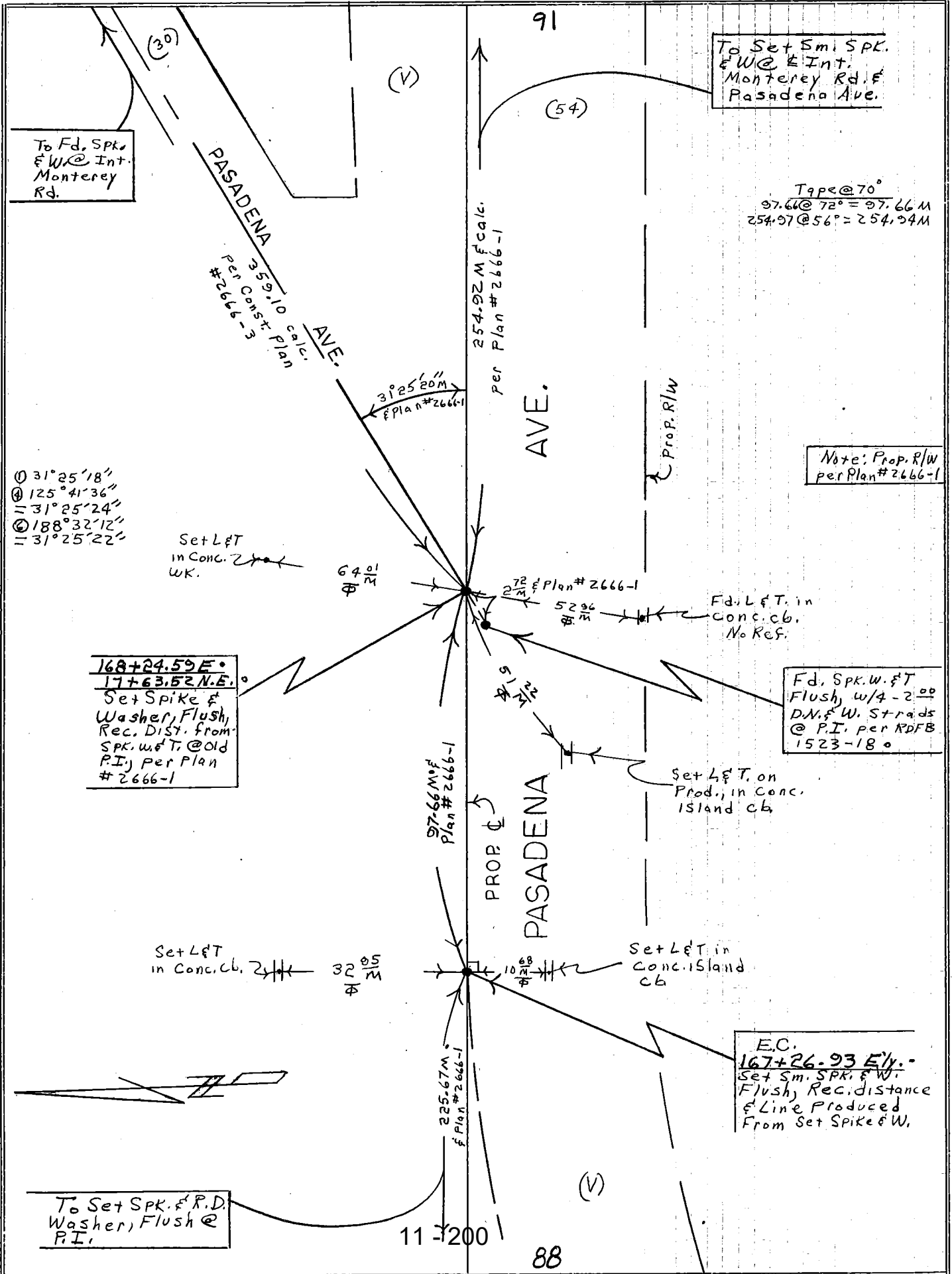
chain @ 72'

224.93	@ 84°	= 224.95
79.375	@ 83°	= 79.38
160.80	@ 81°	= 160.81
404.96	@ 89°	= 405.005
179.935	@ 83°	= 180.005

COUNTY OF LOS ANGELES ROAD DEPARTMENT
Room 144 - 1540 Alcazar Street
Los Angeles

SURVEY BY MENDENHALL DATE 4-70
CHECKED BY Bever DATE

76S910R-RD 125-R '66
Cdb 10-87

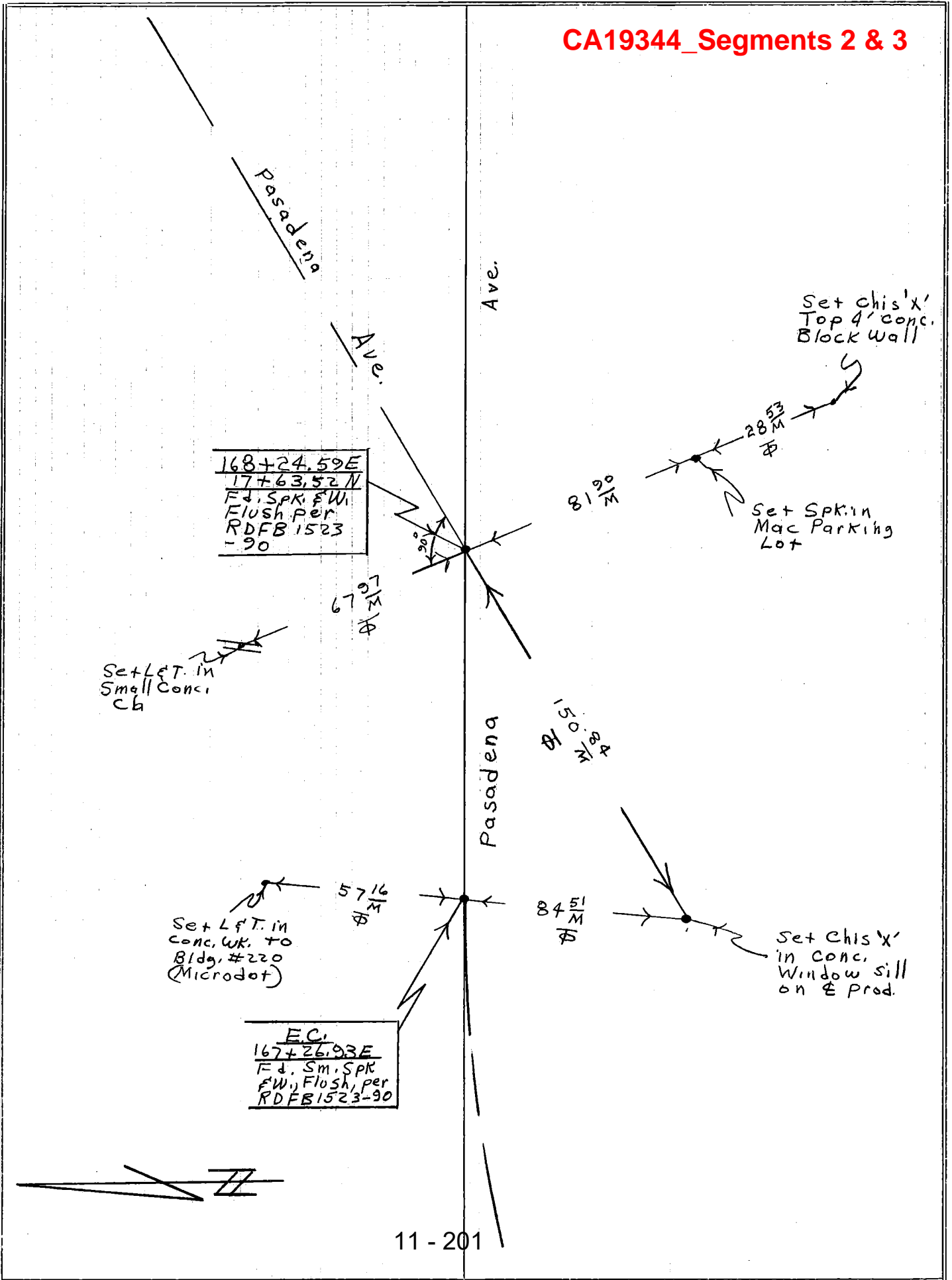


CA19344_Segments 2 & 3

LOS ANGELES COUNTY ROAD DEPARTMENT
Room 144 - 1540 Alcazar Street
Los Angeles

SURVEY BY Mendonhall DATE 4-12-71
CHECKED BY _____ DATE _____

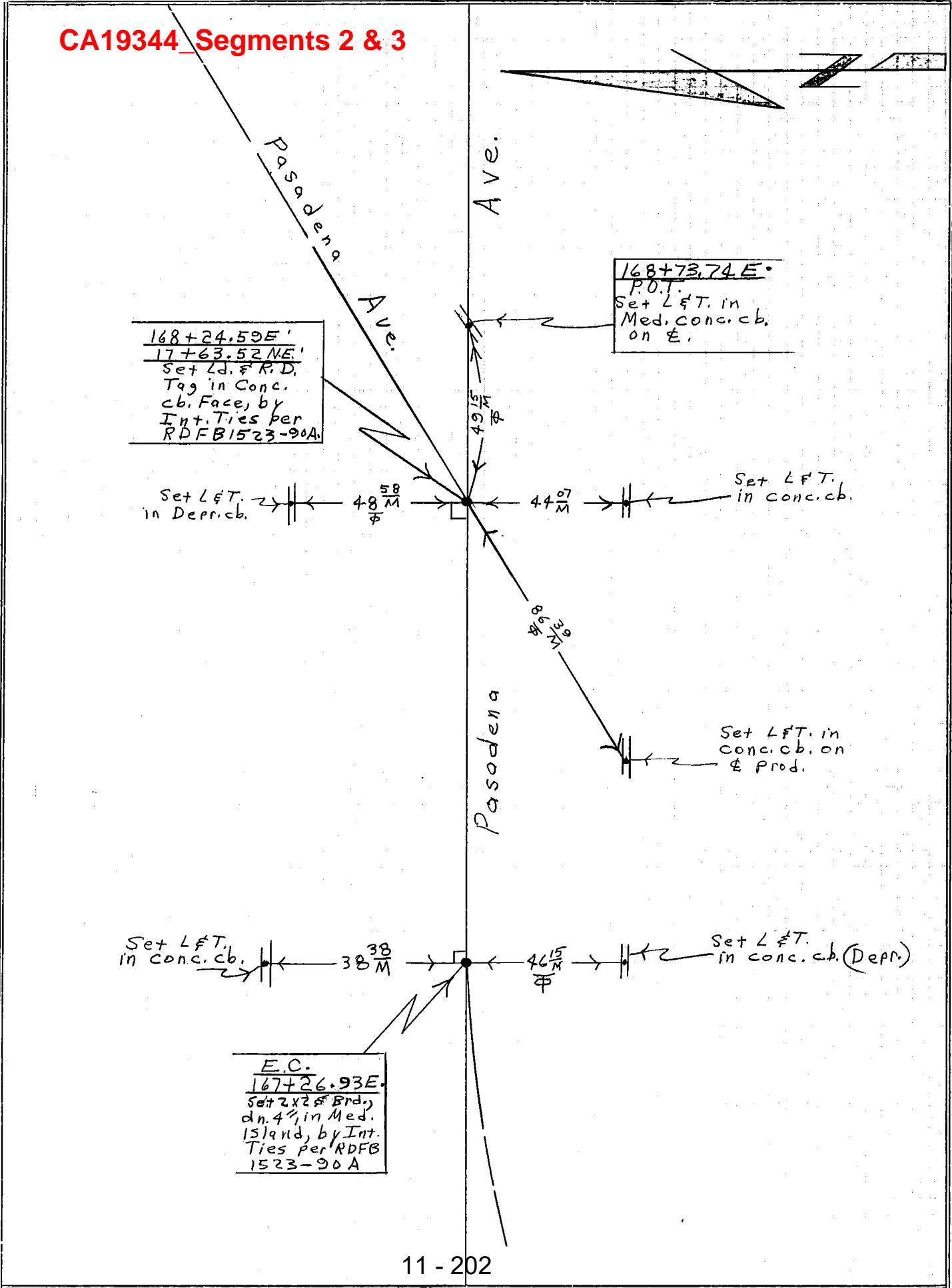
7689 10R-RD 125- /66
Cdb 1-67



CA19344_Segments 2 & 3

Los Angeles
 Room 144 - 1540 Alcazar Street
 CHECKED BY G. JOHNSON DATE 9-15-72

COUNTY OF LOS ANGELES ROAD DEPARTMENT
 SURVEY BY Mendenhall DATE 7-72



Note: Prop. R/W per Plan #2666-1

To Set Sm. Spk. & W. @ B.C. (Prop.)

Tape @ 79°
143.70 @ 68° = 143.69M

To Fd. Nail Flush @ B.C. per RDFB 1523-19°

71+02.29E°
Set Spk. & W. by Int.

PT
Fd. L&T in Conc. Gtr. per RDFB 1523-19°

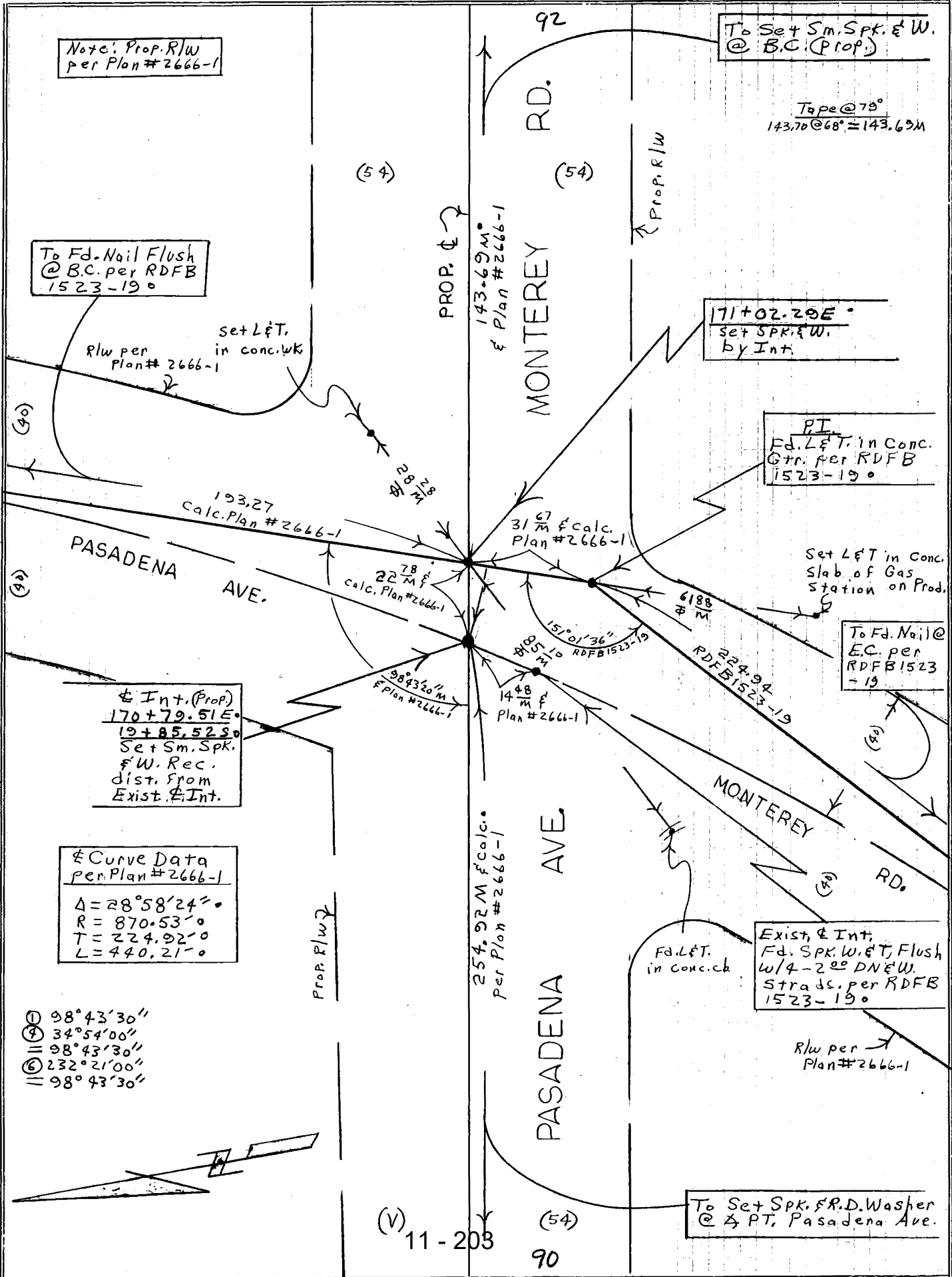
Set L&T in Conc. Slab of Gas Station on Prod.

To Fd. Nail @ E.C. per RDFB 1523-19°

Int. (Prop)
170+79.51E°
19+85.52S°
Set Sm. Spk. & W. Rec. dist. from Exist. & Int.

Curve Data per Plan #2666-1
Δ = 28°58'24"
R = 870.53'
T = 224.92'
L = 440.21'

- ⊕ 98°43'30"
- ⊕ 34°54'00"
- ⊕ 98°43'30"
- ⊕ 232°21'00"
- ⊕ 98°43'30"



COUNTY OF LOS ANGELES ROAD DEPARTMENT
Room 144 - 1540 Alcazar Street
Los Angeles

SURVEY BY MENDENHALL DATE 4-70
CHECKED BY Bever DATE

76S910R-RD 125-K '66
Cdb 10-67

(V) 11-203

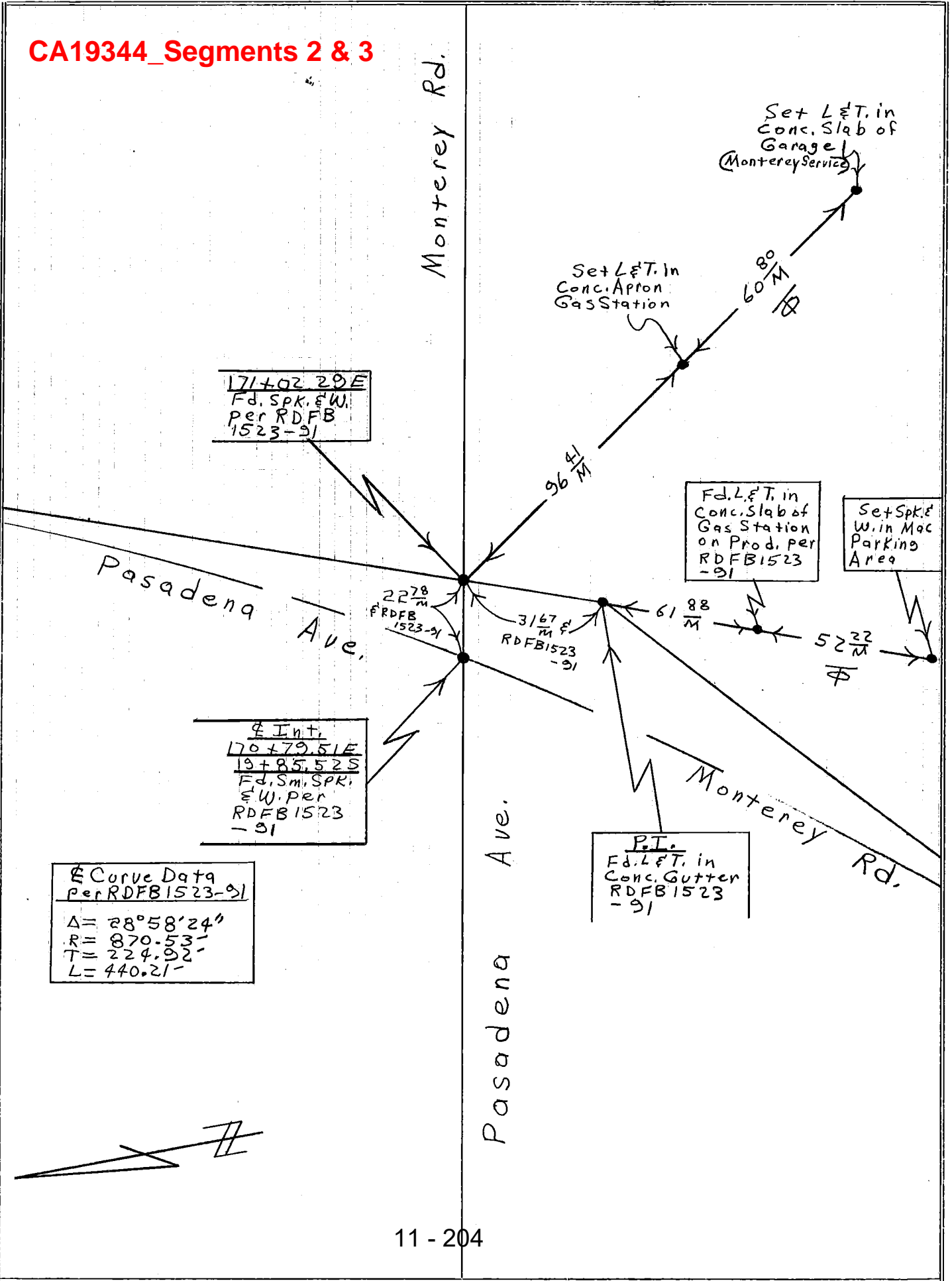
(54) 90

CA19344_Segments 2 & 3

LOS ANGELES COUNTY ROAD DEPARTMENT
 Room 144 - 1540 Alcazar Street
 Los Angeles

SURVEY BY Mendenhall DATE 4-21-71
 CHECKED BY _____ DATE _____

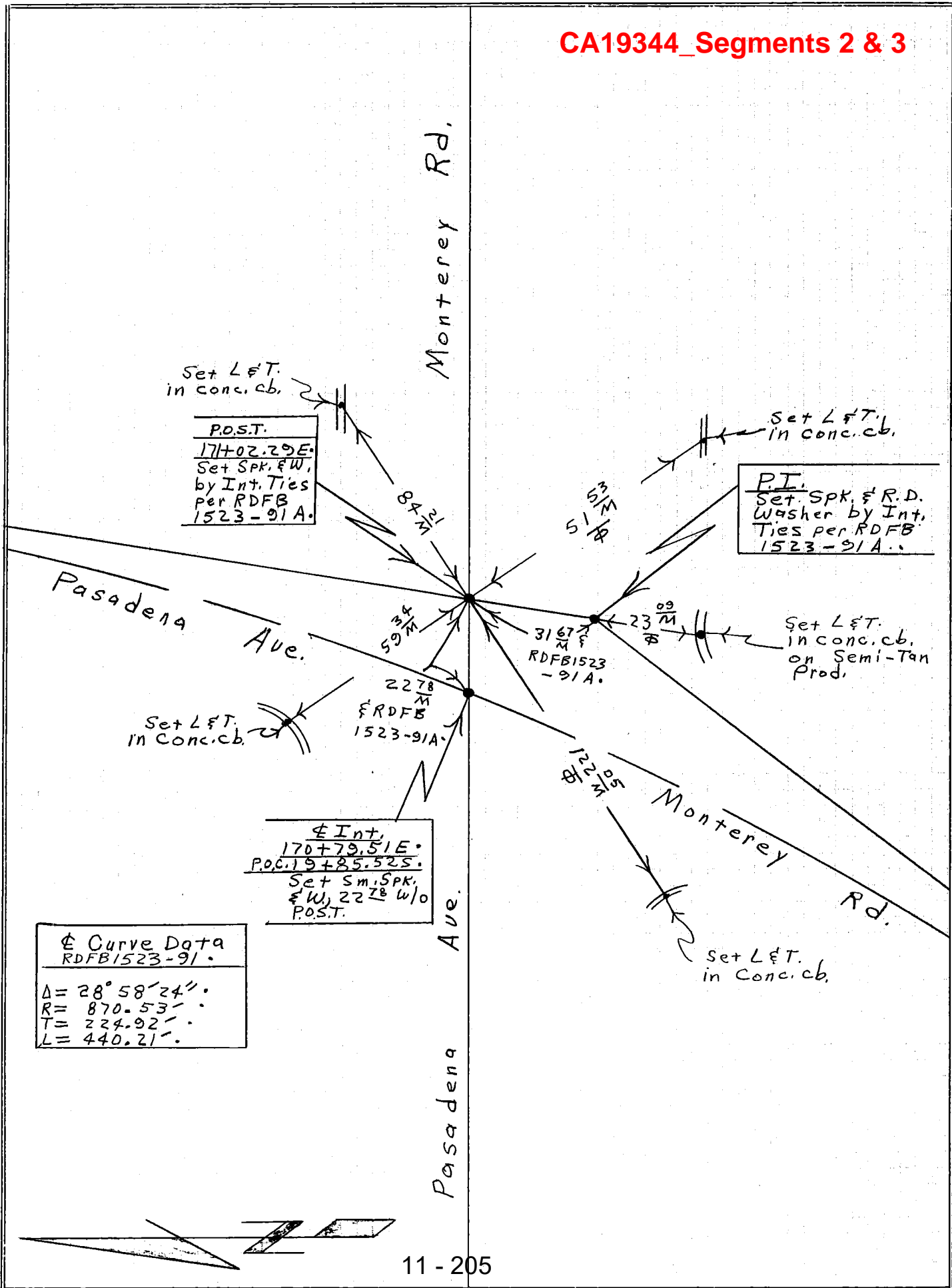
76S9 10R-RD 125-1/66
 Cdb 1-67



CA19344_Segments 2 & 3

Los Angeles
Room 144 - 1540 Alcazar Street
CHECKED BY G. JOHNSON DATE 12-4-72

COUNTY OF LOS ANGELES ROAD DEPARTMENT
SURVEY BY Mendenhall DATE 7-72



CA19344_Segment 4
CORNER RECORD

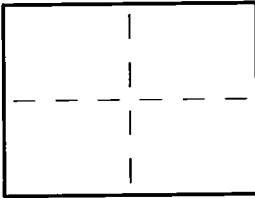
INDEX PWFB 1523 PAGE 182

1523-48

City of South Pasadena

County of Los Angeles, California

Brief Legal Description: Lot 3 and Lot 4, Tract No. 707, MB 16-184



CORNER TYPE

COORDINATES (optional)

- Govt. Corner
 - Meander
 - Rancho
 - Control
 - Property
 - Other
- Date of Survey: May 4, 1993

N. _____
 E. _____
 Zone _____ Datum _____
 Elev. _____

- Corner — Left as Found Found & Tagged Established
 Reestablished Rebuilt

Identification & Type of Corner Found: Evidence used to identify or procedure used to establish or reestablish the corner.
See over

A Description of the Physical Condition of the Monument as Found and as Set or Reset:
See over

Surveyor's Statement

This Corner Record was Prepared by Me or Under My Direction in Conformance with the Land Surveyors Act on May 5, 1993 19 ____.

Signed: Clinton J. Anderson

L.S. or R.C.E. No.: LS 4051

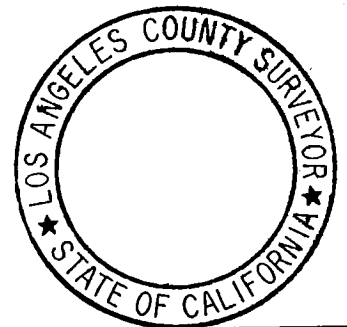


County Surveyor's Statement

This Corner Record was Received 7-19-93 MN D.C.
19 ____ and Examined and Filed 7-20-93 19 ____.

Signed: Deputy County Surveyor

Title: DEPUTY COUNTY SURVEYOR



County Surveyor's Comment: _____

FOUND P.K. NAIL, NO REF.
 SET 4 P.M.'S ON SSMH PER TIE BOOK 1, PAGE 52.

PALM AVENUE

N 0°08'25" E 592.93'
 N 0°08'25" E 519.93'

LEGEND
 A: SET L&T&T, L.S. 4051, ON 3.00' OFFSET, P/L PROD.
 B: SET 1" I.P., L.S. 4051, 2.00' OFFSET.
 C: SET 1" I.P., L.S. 4051.
 D: SET SPIKE & WASHER, L.S. 4051.
 E: SET L&T&T, L.S. 4051.
 F: SET L&T&T, L.S. 4051, ON 3.00' OFFSET, P/L PROD.

LINE	BEARING	DISTANCE
L1	S 0°09'00" W	20.00
L2	S 0°08'25" W	20.00
L3	S 0°08'52" W	79.98
L4	N 0°08'45" E	79.98

SCALE: 1" = 80'

MAY 4, 1993

INDIANA COURT



MISSION STREET

EL CENTRO AVENUE

FOUND SPIKE, DWN 2" PER TRACT NO. 36874.
 FOUND 4 P.M.'S ON SSMH PER TRACT NO. 36874.

INDIANA AVENUE

S 0°09'00" W 519.89'
 S 0°09'00" W 592.89'



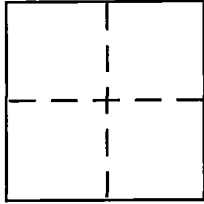
CORNER RECORD

Document Number _____

City of SOUTH PASADENA

County of Los Angeles, California

Brief Legal Description & INT. MISSION STREET & PASADENA AVENUE



CORNER TYPE

- Government Corner Control
- Meander Property
- Rancho Other
- Date of Survey 7-23-01

COORDINATES (Optional)

- N. _____
- E. _____
- Zone _____ NAD27 NAD83
- NAD83 Epoch _____
- Elev. _____
- Vert. Datum: NGVD29 NAVD88
- Meas. Units: Metric Imperial

Corner - Left as found Found and tagged Established Reestablished Rebuilt

Identification and type of corner found: Evidence used to identify or procedure used to establish or reestablish the corner:

PD, SPIKE & WASHER, DOWN 2",
PER R/S 95-60

PRE-CONSTRUCTION

A description of the physical condition of the monument as found and as set or reset:

SET 1 1/4" BRASS TAG, LS 5301, IN CONC

POST-CONSTRUCTION

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Land Surveyor's Act on AUGUST 1 2001.

Signed David O. Knell P.L.S or R.C.E. No. 5301



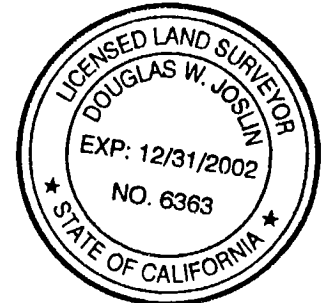
COUNTY SURVEYOR'S STATEMENT

This Corner Record was received AUG 08 2001

and examined and filed AUG 16 2001

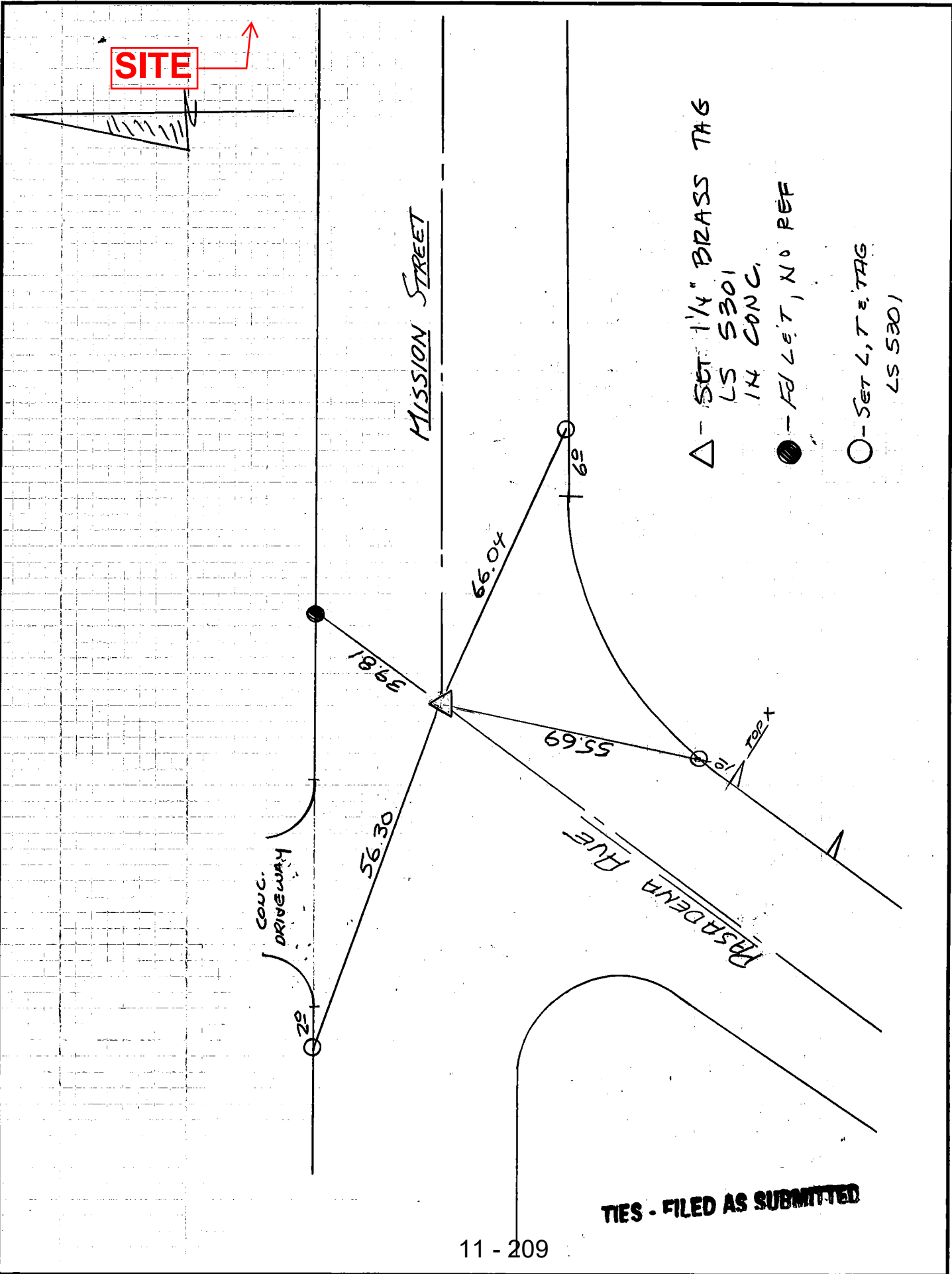
Signed Douglas W. Joslin P.L.S or R.C.E. No. _____

Title DEPUTY COUNTY SURVEYOR



County Surveyor's Comment _____

JmL 8-16-01



- △ - SET 1/4" BRASS TAG
LS 5301
IN CONC.
- - FEL LET, NO REF
- - SET L, T & TAG
LS 5301

TIES - FILED AS SUBMITTED

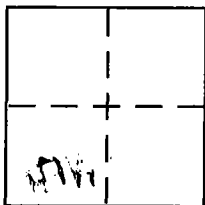
CORNER RECORD

Document Number _____

City of SOUTH PASADENA

County of Los Angeles, California

Brief Legal Description APPARENT & INT. MISSION STREET & INDIANA AVENUE



CORNER TYPE

Government Corner Control
Meander Property
Rancho Other
Date of Survey 7-23-01

COORDINATES (Optional)

N. _____
E. _____
Zone _____ NAD27 NAD83
NAD83 Epoch _____
Elev. _____
Vert. Datum: NGVD29 NAVD88
Meas. Units: Metric Imperial

Corner - Left as found Found and tagged Established Reestablished Rebuilt

Identification and type of corner found: Evidence used to identify or procedure used to establish or reestablish the corner:

PD. SHAFT OF SPIKE AT APPARENT & INT.

PRE-CONSTRUCTION

A description of the physical condition of the monument as found and as set or reset:

SET 1 1/4" BRASS TAG LS S301 IN CONC

POST-CONSTRUCTION

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Land Surveyor's Act on AUGUST 1 2001

Signed David O. Knell P.L.S or R.C.E. No. 5301



COUNTY SURVEYOR'S STATEMENT

This Corner Record was received AUG 08 2001

and examined and filed AUG 16 2001

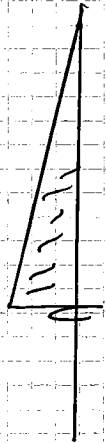
Signed Douglas W. Joslin P.L.S or R.C.E. No. _____

Title DEPUTY COUNTY SURVEYOR

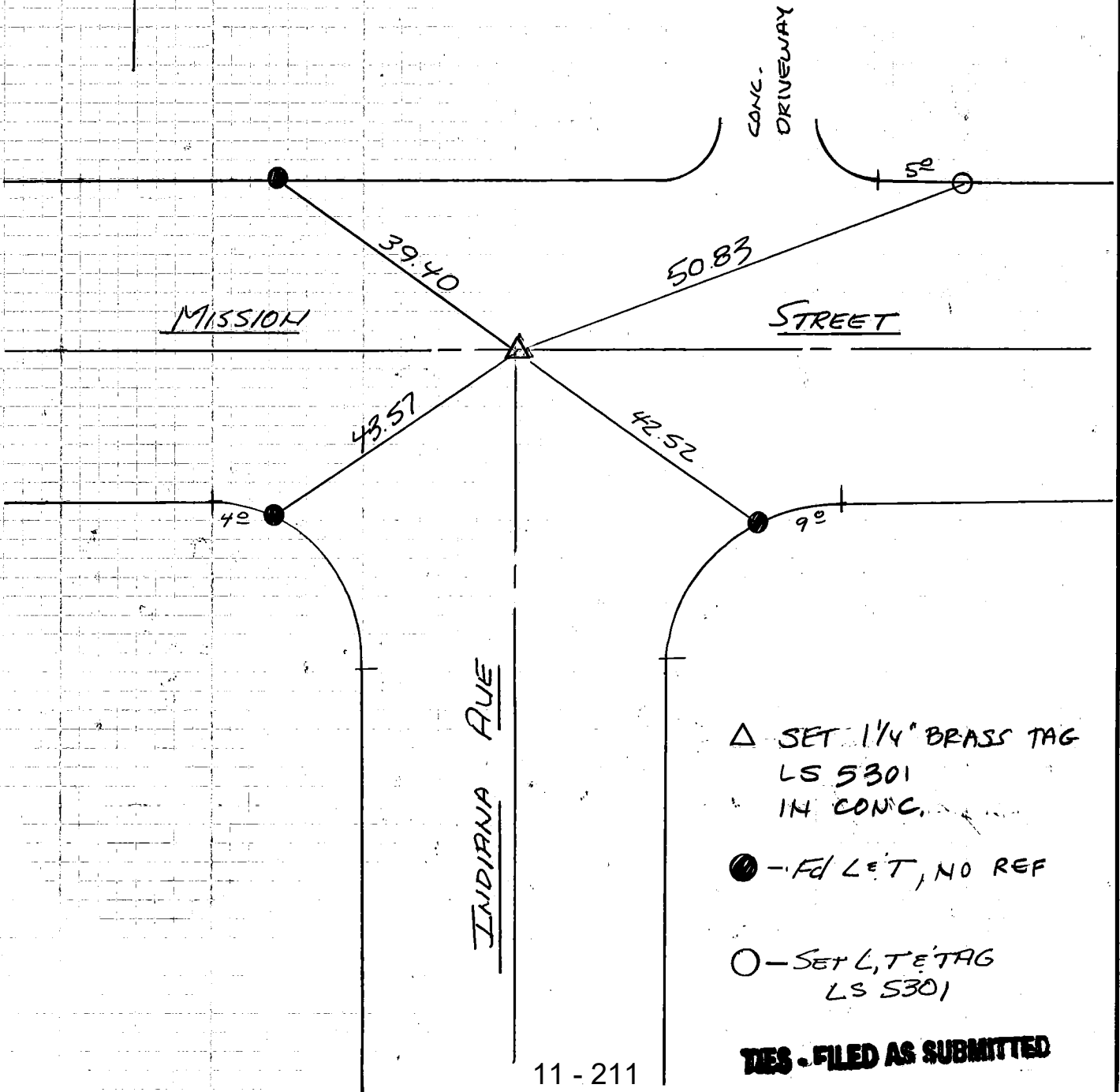


County Surveyor's Comment _____

SMG 8-16-01



SITE →



△ SET 1/4" BRASS TAG
LS 5301
IN CONC.

● - FD LET, NO REF

○ - SET L, T E TAG
LS 5301

TIES - FILED AS SUBMITTED

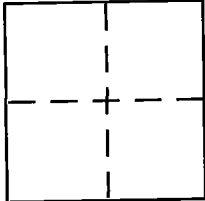
CORNER RECORD

Document Number _____

City of SOUTH PASADENA

County of Los Angeles, California

Brief Legal Description APPARENT & INT. MISSION STREET & FOREST AVE



CORNER TYPE

- Government Corner Control
- Meander Property
- Rancho Other
- Date of Survey 7-23-01

COORDINATES (Optional)

- N. _____
- E. _____
- Zone _____ NAD27 NAD83
- NAD83 Epoch _____
- Elev. _____
- Vert. Datum: NGVD29 NAVD88
- Meas. Units: Metric Imperial

Corner - Left as found Found and tagged Established Reestablished Rebuilt

Identification and type of corner found: Evidence used to identify or procedure used to establish or reestablish the corner:

PD. SPIKE, NO REF, AT APPARENT & INT.

PRE-CONSTRUCTION

A description of the physical condition of the monument as found and as set or reset:

SET 1 1/4" BRASS TAG LS 5301 IN CONC

POST-CONSTRUCTION

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Land Surveyor's Act on AUGUST 1 2001.

Signed David O. Knell P.L.S or R.C.E. No. 5301



COUNTY SURVEYOR'S STATEMENT

This Corner Record was received AUG 08 2001

and examined and filed AUG 16 2001

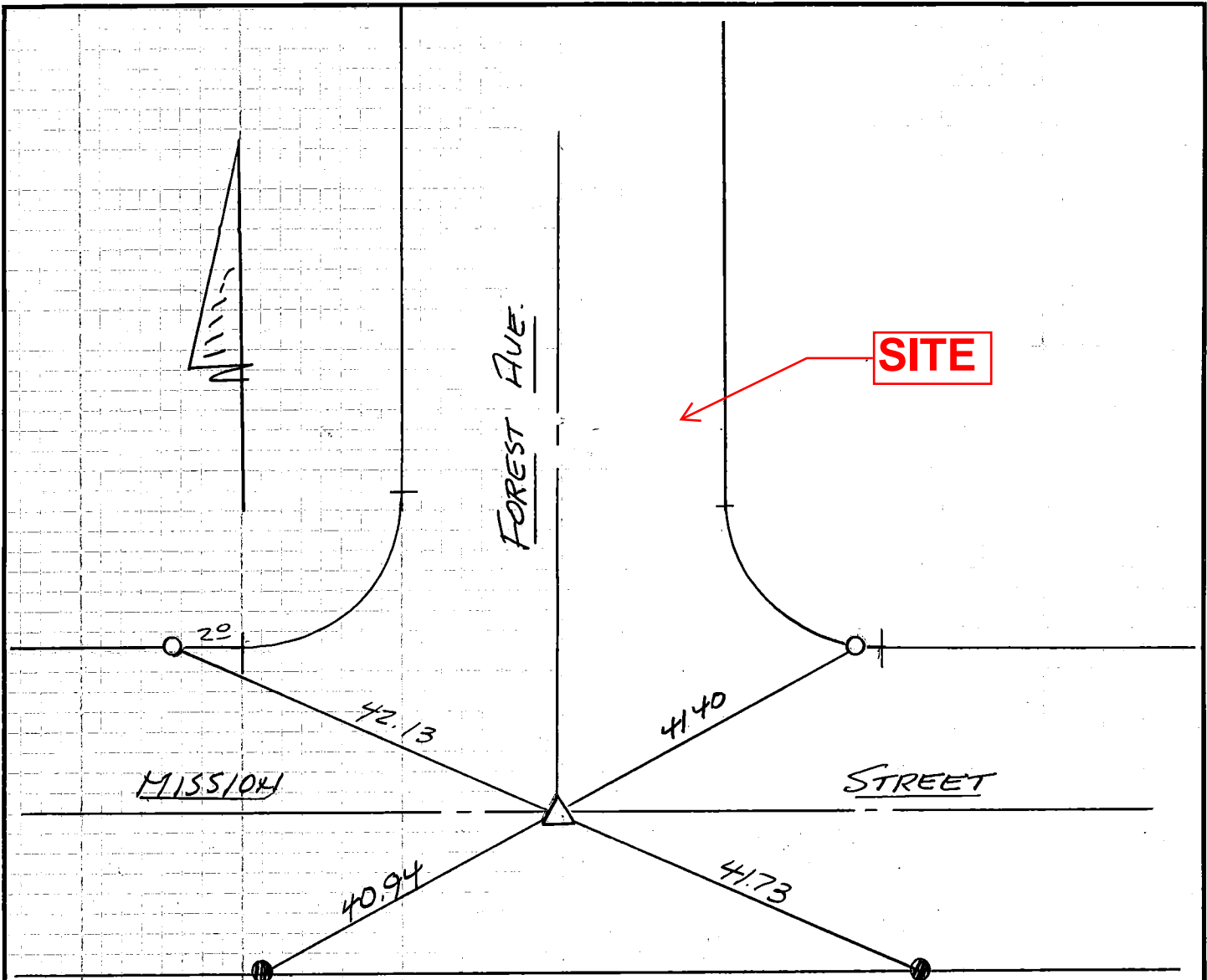
Signed Douglas W. Joslin P.L.S or R.C.E. No. _____

Title DEPUTY COUNTY SURVEYOR



County Surveyor's Comment _____

SMG 8-16-01



△ - SET 1 1/4" BRASS TAG
 LS 5301
 IN CONC

● - Fd L&T, NO REF

○ SET L&T

TIES - FILED AS SUBMITTED

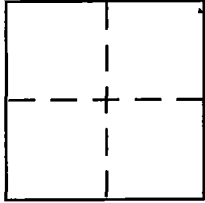
CORNER RECORD

Document Number _____

City of SOUTH PASADENA

County of Los Angeles, California

Brief Legal Description ± INT. MISSION STREET ± GRAND AVE.



CORNER TYPE

- Government Corner Control
- Meander Property
- Rancho Other
- Date of Survey 7/23/01

COORDINATES (Optional)

N. _____
 E. _____
 Zone _____ NAD27 NAD83
 NAD83 Epoch _____
 Elev. _____
 Vert. Datum: NGVD29 NAVD88
 Meas. Units: Metric Imperial

Corner - Left as found Found and tagged Established Reestablished Rebuilt

Identification and type of corner found: Evidence used to identify or procedure used to establish or reestablish the corner:

PD. SPK ± W DOWN 1" PER R/S 133-50

PRE-CONSTRUCTION

A description of the physical condition of the monument as found and as set or reset:

SET 1 1/4" BRASS TAG, LS 5301, IN CONC.

POST-CONSTRUCTION

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Land Surveyor's Act on AUGUST 1 2000.

Signed David O. Knell P.L.S. or R.C.E. No. 5301



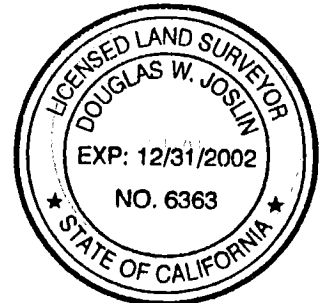
COUNTY SURVEYOR'S STATEMENT

This Corner Record was received AUG 08 2001

and examined and filed AUG 16 2001

Signed Douglas W. Joslin P.L.S. or R.C.E. No. _____

Title DEPUTY COUNTY SURVEYOR



County Surveyor's Comment _____

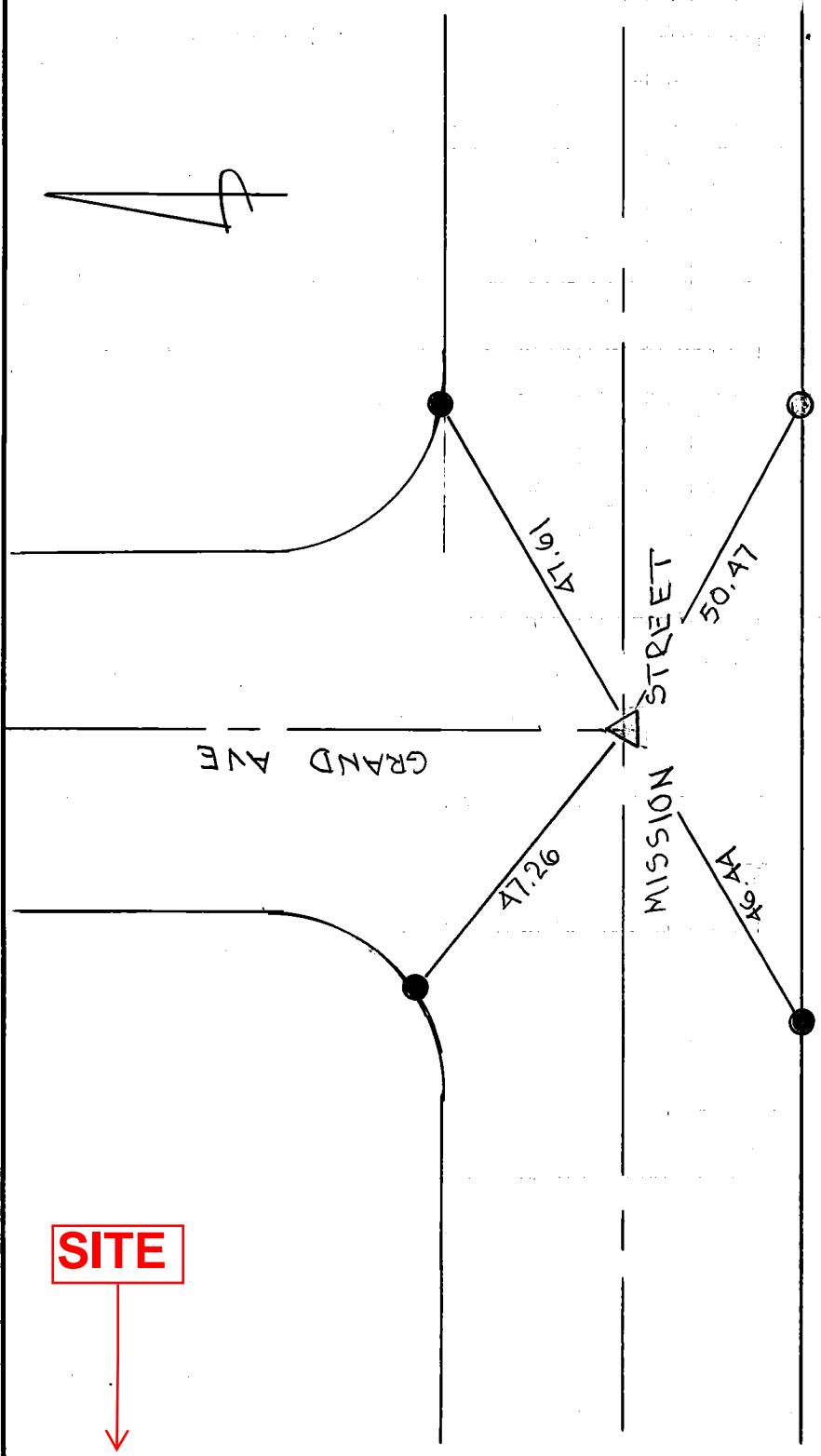
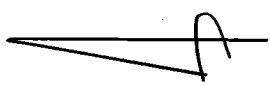
EWB 8-16-01

CA19344_Segment 4

△ SET 1/4" BRASS TAG
LS 5361 IN CONC.

● - PD L&T, NO REF

○ - SET L&T



TIES - FILED AS SUBMITTED

APPENDIX VI

**STREET IMPROVEMENTS PROJECT
SPECIFICATION NO. 2019-05 (001905)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA**

Geotechnical Investigation



2883 East Spring Street
Suite 300
Long Beach CA 90806

Tel 562.426.3355
Fax 562.426.6424

August 12, 2019
Project No.: 190476.1-R3

Giuseppe Canzonieri, P.E.
VP | Senior Engineer
1100 Corporate Center Drive, Suite 201,
Monterey Park, CA 91754

Project: City of South Pasadena – 2018-2019 Street Improvement Project

Subject: Geotechnical Pavement Evaluation Recommendations Report

Dear Mr. Canzonieri,

In accordance with your authorization, Twining, Inc. (Twining) has performed an engineering evaluation of the asphalt concrete (AC) pavement for the following streets within the City of South Pasadena (the City)

- Segment 01: Alta Vista Avenue, from Oak Crest Avenue to Mountain View Avenue.
- Segment 02: Monterey Road, from West City Limit to Arroyo Verde Road.
- Segment 03: Monterey Road, from Arroyo Verde Road to Pasadena Avenue.
- Segment 04: Forest Avenue, from Mission Street to Cul-de-Sac.
- Segment 05: Sterling Place, from Grand Avenue to Cul-de-Sac.

The project limits are shown on Figures 1 to 5. This evaluation consisted of performing borings through the existing pavement section, collecting samples of the subgrade soil from multiple locations, and laboratory testing of retrieved soil samples. Our findings and the result of our engineering analysis are presented in this report. Please note that the results are based on our limited fieldwork, and different conditions may be exposed during construction.

We appreciate the opportunity to be of service on this project. If you have any questions regarding this report, or if we can be of further service, please do not hesitate to contact us at our office.

Respectfully submitted,
TWINING, INC.

A handwritten signature in blue ink, appearing to read "Amir".

Amir Ghavibazoo, Ph.D.
Director of Asphalt Engineering and
Pavement Design

A handwritten signature in blue ink, appearing to read "Adrian Moreno".

Adrian Moreno, PE
Sr. Staff Engineer





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- Appendix B: Core Photos
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1. PROJECT DESCRIPTION

This project consists of performing pavement evaluation on multiple streets within the City of South Pasadena and developing a recommendation for pavement rehabilitation options. The streets and their limits that were evaluated in this project are as follows:

- Alta Vista Avenue, from Oak Crest Avenue to Mountain View Avenue
- Monterey Road, from West City Limit to Arroyo Verde Road
- Monterey Road, from Arroyo Verde Road to Pasadena Avenue
- Forest Avenue, from Mission Street to Cul-de-Sac
- Sterling Place, from Grand Avenue to Cul-de-Sac.

Figures 1 to 5 shows the approximate location of the project site.

2. SCOPE OF SERVICES

The purpose of our investigation is to document the existing pavement structural sections and to collect and test subgrade soil samples.

We performed the following scope of services:

- Performed multiple cores and logged the pavement sections on each street;
- Excavated borings, logged the soil conditions, and collected subgrade soil samples at five of the core locations;
- Performed laboratory tests on selected soil samples;
- Performed analysis to develop recommendations for pavement rehabilitation options; and
- Prepared this report presenting a summary of our findings and recommendations.

3. FIELD EXPLORATION AND LABORATORY TESTING

3.1. Pavement Surface Evaluation

3.1.1. **Alta Vista Avenue:** Medium to severe Alligator cracking (also known as fatigue cracking) was observed. In addition, localized severe unraveled surface was observed.

3.1.2. **Monterey Road (Between West City Limit to Arroyo Verde Road):** Alligator cracking with low to medium severity was observed on both directions. Medium block cracking and thermal cracking was observed throughout the street section within project limits.



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3.1.3. Monterey Road (Between Arroyo Verde Road to Pasadena Avenue):

Alligator cracking with low to medium severity was observed on both directions. Medium block cracking and thermal cracking was observed throughout the street section within project limits.

3.1.4. Forest Avenue: Medium to severe thermal cracking was observed throughout the street within the project limits. Also, localized severe unraveled surface was observed.

3.1.5. Sterling Place: Medium to Severe block cracking and thermal cracking was observed throughout the street section within project limits. Localized alligator cracking was observed throughout the road section. The surface of the road is severely weathered and unraveled which is an indication of aging of the asphalt concrete layer.

The observed distress is shown in pictures in Appendix A

3.2. Subsurface Boring and Sampling

The existing pavement section and underlying soil material were explored by coring, excavating, and sampling at various locations as presented in Figures 1 to 5. The summary of our field exploration results and approximate core locations are presented in Table 1. At selected locations, the underlying soil was excavated to a depth of approximately 5 feet below the existing pavement surface utilizing a coring machine and a hand auger. A bulk sample of the subgrade material was obtained at each boring location.



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Table 1 – Approximate Location of Cores and Summary of Test Results

Approximate Core Location	AC Layer Thickness (in)	Aggregate Base Thickness (in)	Subgrade Soil Type*	Subgrade R-Value
C1: E/B Alta Vista Avenue – 76 ft W/O Mountain View Ave	6.0	N/A	--	--
C2: E/B Alta Vista Avenue – 140 ft W/O Mountain View Ave	6.0	N/A	CL	37
C3: W/B Monterey Road – 68 ft E/O Oak Hill Ave	5.0	6.0	CL	16
C4: E/B Monterey Road – 117 ft E/O Brunswick Ave	4.5	6.0	--	--
C5: W/B Monterey Road – 194 ft E/O Kolle Ave	5.0	6.5	--	--
C6: E/B Monterey Road – 834 ft E/O Kolle Ave	5.0	6.0	--	--
C7: W/B Monterey Road – 1320 ft E/O Kolle Ave	5.5	6.5	CL-ML	26
C8: Forest Avenue – 168 ft E/O Mission St	3.0	N/A	SM with Gravel	76
C9: Forest Avenue – 259 ft E/O Mission St	2.5	N/A	--	--
C10: Sterling Place – 77 ft E/O Grand Ave	3.5	N/A	--	--
C11: Sterling Place – 211 ft E/O Floral Park Terrace	2.0	N/A	SM	23

*Subgrade soil was obtained from 5 feet below the surface and the type of the soil did not change throughout the observed depth.



The approximate core locations are shown in Figures 1 to 5. Pictures of the cores are presented in Appendix B. A summary of the type of material encountered and the corresponding laboratory testing results are presented in Table 1.

3.3. Geotechnical Laboratory Testing

Geotechnical laboratory tests were performed on selected soil samples obtained from the borings in order to aid in the soil classification and to evaluate the engineering properties of the subgrade soils. The laboratory tests included the following:

- Moisture Content;
- Atterberg limits;
- #200 wash testing;
- Direct shear test; and
- R-value.

The detail and summary of laboratory test results are provided in Appendix C.

4. CONCLUSIONS AND RECOMMENDATIONS FOR PAVEMENT REHABILITATION

Based on our correspondence, we understand that the City is interested in multiple alternative options for rehabilitation of the road sections within project limits. Based on this understanding and based on our visual observation of the existing condition of the road we present the following recommendations for each street section:

4.1. Alta Vista Avenue

Major alligator cracking was observed throughout this section of the road within the project limit and therefore, it is our opinion that the best rehabilitation option for this section is a major reconstruction.

4.1.1. Option 1 – Reconstruction – Full Depth Asphalt Concrete

In this option, the existing asphalt layer should be removed and replaced with Hot Mix Asphalt (HMA).

For the reconstructed pavement section to be valid, the recommendations for subgrade preparation presented in this section must be followed. Upon demolition and removal of the existing pavement section, the subgrade soil should be excavated to the bottom of the new aggregate base layer. The exposed bottom of the excavation should be scarified to a depth of at least 10 inches, moisture conditioned to approximately 2 percent above the optimum moisture content and compacted to at least 95 percent of the maximum dry density as determined from the latest version of ASTM D 1557. The aggregate base course layer should then

be placed and compacted to a minimum of 95 percent of the maximum dry density as evaluated by the latest version of ASTM D 1557. Construct new asphalt layer with the recommended thicknesses in Table 2.

Based on our laboratory test results we used R-Value of 37 to design this section of the road. The required structural layer thicknesses for a range of TI's are presented in Table 2.

Table 2 – Structural Pavement Thickness (Option 1, Design R-value = 37)

Traffic Index (TI)	5.0	5.5	6.0	6.5	7.0
Hot Mix Asphalt Concrete (in)	5.5	6.5	7.0	7.5	8.0
Estimated Cost (\$ per sq ft)	4.8	5.4	6.1	6.5	5.4

For the indicated AC thickness, we recommend that the AC layer be constructed with HMA class C2-PG64-10 in accordance with Section 203-6.4.4 of Standard Specification for Public Works Construction (Greenbook 2018). For thicknesses more than 4 inch the AC layer should be constructed in minimum two lifts.

4.1.2. Option 2 – Reconstruction - HMA Over Crushed Aggregate Base

Conventional reconstruction involves removal of the existing AC and base material and construction of a new structural pavement section. Table 3 presents the required structural layer thicknesses for a range of TI's, using an R-value of 37.

For the reconstructed pavement section to be valid, the recommendations for subgrade preparation presented in this section must be followed. Upon demolition and removal of the existing pavement section, the subgrade soil should be excavated to the bottom of the new aggregate base layer. The exposed bottom of the excavation should be scarified to a depth of at least 8 inches, moisture conditioned to approximately 2 percent above the optimum moisture content and compacted to at least 95 percent of the maximum dry density as determined from the latest version of ASTM D 1557. The aggregate base course layer should then be placed and compacted to a minimum of 95 percent of the maximum dry density as evaluated by the latest version of ASTM D 1557. Construct new asphalt layer with the recommended thicknesses in Table 3.

Table 3 – Structural Pavement Thickness (Option 2, Design R-value = 37)

Traffic Index (TI)	5.0	5.5	6.0	6.5	7.0
Hot Mix Asphalt Concrete (in)	3.0	4.0	4.0	4.0	4.0
Crushed Aggregate Base (in)	6.5	5.5	7.0	8.5	10.0
Estimated Cost (\$ per sq ft)	3.9	4.5	4.8	5.1	5.4

For the indicated AC thickness, we recommend that the AC layer be constructed with HMA class C2-PG64-10 in accordance with Section 203-6.4.4 of Standard



Specification for Public Works Construction (Greenbook 2018). For thicknesses more than 4 inch the AC layer should be constructed in minimum two lifts.

4.2. Monterey Road (Between West City Limit to Arroyo Verde Road):

Alligator cracking with low to medium severity was observed throughout this section of the road within the project limit and therefore, it is our opinion that the best rehabilitation option for this section of the road is a major reconstruction.

4.2.1. Option 1 – Reconstruction - HMA Over Crushed Aggregate Base

Conventional reconstruction involves removal of the existing AC and base material and construction of a new structural pavement section. Table 4 presents the required structural layer thicknesses for a range of TI's, using an R-value of 16.

For the reconstructed pavement section to be valid, the recommendations for subgrade preparation presented in this section must be followed. Upon demolition and removal of the existing pavement section, the subgrade soil should be excavated to the bottom of the new aggregate base layer. The exposed bottom of the excavation should be scarified to a depth of at least 8 inches, moisture conditioned to approximately 2 percent above the optimum moisture content and compacted to at least 95 percent of the maximum dry density as determined from the latest version of ASTM D 1557. The aggregate base course layer should then be placed and compacted to a minimum of 95 percent of the maximum dry density as evaluated by the latest version of ASTM D 1557.

Please note that the existing AC, if not contaminated with subgrade native soil, can be pulverized to the required gradation for Class 2 Crushed Aggregate Base (Latest Caltrans Specification) and be used as the aggregate base Course for this option. Construct new asphalt layer with the recommended thickness in Table 4.

Table 4 – Structural Pavement Thickness (Option 1, Design R-value = 16)

Traffic Index (TI)	6.0	6.5	7.0	7.5	8.0
Hot Mix Asphalt Concrete (in)	4.0	5.0	5.0	5.0	6.0
Crushed Aggregate Base (in)	11.5	11.5	13.0	15.0	15.0
Estimated Cost (\$ per sq ft)	5.7	6.6	6.9	7.3	8.1

For the indicated AC thickness, we recommend that the AC layer be constructed with HMA class C2-PG64-10 in accordance with Section 203-6.4.4 of Standard Specification for Public Works Construction (Greenbook 2018). For thicknesses more than 4 inch the AC layer should be constructed in minimum two lifts.

4.2.2. Option 2 – Rehabilitation Option

Based on the type of observed distress on Monterey Road, within the project limits, we understand the City may choose to perform a rehabilitation instead of reconstruction. Based on our experience, we estimate 10 to 12 years for the expected life cycle of this option.

For the rehabilitation option we would recommend edge grinding the existing AC layer by 2 inches and placing 1 inch of leveling course and 2 inches of asphalt concrete overlay. This option would raise the profile of the road by approximately 1 inch. We recommend that the leveling course to be constructed with HMA class D2-PG64-10 and the AC layer be constructed with HMA class C2-PG64-10 in accordance with Section 203-6.4.4 of Standard Specification for Public Works Construction (Greenbook 2018).

Prior to performing this option, all the areas with alligator cracking and structural failure should be identified and fully removed and replaced. For the removal and replacement, we recommend removing 8 inches of the pavement from the surface, moisture condition the exposed aggregate to approximately 2 percent above the optimum moisture content and compacted to at least 95 percent of the maximum dry density as determined from the latest version of ASTM D 1557. Upon compaction of the aggregate base cover the stable aggregate base with 8 inches of hot mix asphalt in at least 2 lifts. We recommend HMA class C2-PG64-10 to be used for the removal and replacement in accordance with Section 203-6.4.4 of Standard Specification for Public Works Construction (Greenbook 2018).

If soft (pumping and/or yielding) material was encountered during the removal and replacement work, please refer to section of 4.6 of this report for remedial recommendation.

4.3. Monterey Road (Between Arroyo Verde Road to Pasadena Avenue):

Alligator cracking with low to medium severity was observed throughout this section of the road within the project limit and therefore, it is our opinion that the best rehabilitation option for this section of the road is a major reconstruction.

4.3.1. Option 1 – Reconstruction - HMA Over Crushed Aggregate Base

Conventional reconstruction involves removal of the existing AC and base material and construction of a new structural pavement section. Table 5 presents the required structural layer thicknesses for a range of TI's, using an R-value of 26.

For the reconstructed pavement section to be valid, the recommendations for subgrade preparation presented in this section must be followed. Upon demolition and removal of the existing pavement section, the subgrade soil should be excavated to the bottom of the new aggregate base layer. The exposed bottom of



the excavation should be scarified to a depth of at least 8 inches, moisture conditioned to approximately 2 percent above the optimum moisture content and compacted to at least 95 percent of the maximum dry density as determined from the latest version of ASTM D 1557. The aggregate base course layer should then be placed and compacted to a minimum of 95 percent of the maximum dry density as evaluated by the latest version of ASTM D 1557.

Please note that the existing AC and base course material, if not contaminated with subgrade native soil, can be pulverized to the required gradation for Class 2 Crushed Aggregate Base (Latest Caltrans Specification) and be used as the aggregate base Course for this option. Construct new asphalt layer with the recommended thickness in Table 5.

Table 5 – Structural Pavement Thickness (Option 1, Design R-value = 26)

Traffic Index (TI)	6.0	6.5	7.0	7.5	8.0
Hot Mix Asphalt Concrete (in)	4.0	5.0	5.0	5.0	6.0
Crushed Aggregate Base (in)	9.5	9.0	11.0	12.5	12.0
Estimated Cost (\$ per sq ft)	5.3	6.1	6.5	6.8	7.5

For the indicated AC thickness, we recommend that the AC layer be constructed with HMA class C2-PG64-10 in accordance with Section 203-6.4.4 of Standard Specification for Public Works Construction (Greenbook 2018). For thicknesses more than 4 inch the AC layer should be constructed in minimum two lifts.

4.3.2. Option 2 – Rehabilitation Option

Based on the type of observed distress on Monterey Road, within the project limits, we understand the City may choose to perform a rehabilitation instead of reconstruction. Based our experience, we estimate 10 to 12 years for the expected life cycle of this option.

For the rehabilitation option we would recommend edge grinding the existing AC layer by 2 inches and placing 1 inch of leveling course and 2 inches of asphalt concrete overlay. This option would raise the profile of the road by approximately 1 inch. We recommend that the leveling course to be constructed with HMA class D2-PG64-10 and the AC layer be constructed with HMA class C2-PG64-10 in accordance with Section 203-6.4.4 of Standard Specification for Public Works Construction (Greenbook 2018).

Prior to performing this option, all the areas with alligator cracking and structural failure should be identified and fully removed and replaced. For the removal and replacement, we recommend removing 8 inches of the pavement from the surface, moisture condition the exposed aggregate to approximately 2 percent above the optimum moisture content and compacted to at least 95 percent of the maximum dry density as determined from the latest version of ASTM D 1557. Upon compaction of the aggregate base cover the stable aggregate base with 8 inches of hot mix asphalt

in at least 2 lifts. We recommend HMA class C2-PG64-10 to be used for the removal and replacement in accordance with Section 203-6.4.4 of Standard Specification for Public Works Construction (Greenbook 2018).

If soft (pumping and/or yielding) material was encountered during the removal and replacement work, please refer to section of 4.6 of this report for remedial recommendation.

4.4. Forest Avenue

Medium to severe thermal cracking was observed throughout the street within the project limits. Also, localized severe unraveled surface was observed. The observed distresses on this section of the road were not load related and therefore, it is our opinion that rehabilitation option would be applicable to this section. However, a reconstruction option has been provided as well, in case the City intends to perform reconstruction.

4.4.1. Option 1 – Reconstruction - HMA Over Native Subgrade Soil

This option involves removing the full depth of existing asphalt and excavating the subgrade soil to the bottom of the new structural layer. The exposed bottom of the excavation should be scarified to a depth of at least 10 inches, moisture conditioned to approximately 2 percent above the optimum moisture content and compacted to at least 95 percent of the maximum dry density as determined from the latest version of ASTM D 1557.

Based on our laboratory test results we used R-Value of 76 to design this section of the road. The required structural layer thicknesses for a range of TI's are presented in Table 6. This option includes the following steps:

1. Remove the full depth of existing asphalt pavement and expose subgrade soil;
2. Remove and re-grade existing subgrade soil as necessary to accommodate the new asphalt layer;
3. Scarify the exposed subgrade soil to a depth of at least 10 inches, moisture condition it to approximately 2 percent above optimum moisture content and compact it to at least 95 percent of the maximum dry density (ASTM D 1557); and
4. Construct a new asphalt layer with the recommended thickness.

Table 6 – Structural Pavement Thickness (Option 1, Design R-value = 76)

Traffic Index (TI)	5.0	5.5	6.0	6.5	7.0
Hot Mix Asphalt Concrete (in)	3.0	3.0	3.5	4.0	4.5
Estimated Cost (\$ per sq ft)	2.6	2.6	3.0	3.4	3.8

For the indicated AC thickness, we recommend that the AC layer be constructed with HMA class C2-PG64-10 in accordance with Section 203-6.4.4 of Standard Specification for Public Works Construction (Greenbook 2018). For thicknesses more than 4 inch the AC layer should be constructed in minimum two lifts.

4.4.2. Option 2 – Rehabilitation Option

Based on the type of observed distress on Forest Street, within the project limits, and the fact that they are not load related, the City may choose to perform rehabilitation on the street. Based our experience, we estimate 12 to 15 years for the expected life cycle of this option.

For the rehabilitation option we would recommend grinding the existing AC layer by 1 inch and placing 2 inches of asphalt concrete overlay. This option would raise the profile of the road by approximately 1 inch. We recommend that the AC layer be constructed with HMA class C2-PG64-10 in accordance with Section 203-6.4.4 of Standard Specification for Public Works Construction (Greenbook 2018).

4.5. Sterling Place

Medium to severe block cracking and thermal cracking was observed throughout the street within the project limits. The observed distresses on this section of the road were not load related and therefore, it is our opinion that rehabilitation option would be applicable to this section. However, a reconstruction option has been provided as well, in case the City intends to perform reconstruction.

4.5.1. Option 1 – Reconstruction – Full Depth Asphalt Concrete

In this option, the existing asphalt layer should be removed and replaced with Hot Mix Asphalt (HMA).

For the reconstructed pavement section to be valid, the recommendations for subgrade preparation presented in this section must be followed. Upon demolition and removal of the existing pavement section, the subgrade soil should be excavated to the bottom of the new aggregate base layer. The exposed bottom of the excavation should be scarified to a depth of at least 10 inches, moisture conditioned to approximately 2 percent above the optimum moisture content and compacted to at least 95 percent of the maximum dry density as determined from the latest version of ASTM D 1557. The aggregate base course layer should then be placed and compacted to a minimum of 95 percent of the maximum dry density as evaluated by the latest version of ASTM D 1557. Construct new asphalt layer with the recommended thicknesses in Table 7.

Based on our laboratory test results we used R-Value of 23 to design this section of the road. The required structural layer thicknesses for a range of TI's are presented in Table 7.

Table 7 – Structural Pavement Thickness (Option 1, Design R-value = 23)

Traffic Index (TI)	5.0	5.5	6.0	6.5	7.0
Hot Mix Asphalt Concrete (in)	6.5	7.0	8.0	8.5	9.5
Estimated Cost (\$ per sq ft)	5.6	6.1	6.9	7.3	8.0

For the indicated AC thickness, we recommend that the AC layer be constructed with HMA class C2-PG64-10 in accordance with Section 203-6.4.4 of Standard Specification for Public Works Construction (Greenbook 2018). For thicknesses more than 4 inch the AC layer should be constructed in minimum two lifts.

4.5.2. Option 2 – Rehabilitation Option

Based on the type of observed distresses on the Sterling Street, within the project limits, and the fact that they are not load related, the City may choose to perform rehabilitation on the street. Based our experience, we estimate 12 to 15 years for the expected life cycle of this option.

For the rehabilitation option we would recommend grinding the existing AC layer by 1 inch and placing 2 inches of asphalt concrete overlay. This option would raise the profile of the road by approximately 1 inch. We recommend that the AC layer be constructed with HMA class C2-PG64-10 in accordance with Section 203-6.4.4 of Standard Specification for Public Works Construction (Greenbook 2018).

4.6. Recommended Remedial Measures for Soft Areas

If soft subgrade soils are encountered during construction of the options described in this report, remedial measures may be required to stabilize the subgrade prior to placement of the surface layer. The intent of these remediation methods is to achieve a non-yielding subgrade when subjected to relatively heavy, rubber-tired construction equipment such as a loaded water truck or loader with full bucket. The remediated areas should be proof-rolled with this type of equipment after remediation to confirm that the subgrade is unyielding. To stabilize the subgrade, we recommend removing unstable soils to a depth of approximately 1 to 2 feet below the bottom of the existing aggregate base course, placing geogrid material (Tensar TX5 or equivalent) at the bottom of the excavation, and placing aggregate base to replace the unstable soil. Shallow utilities at this depth of excavation may be encountered and must be carefully identified and marked if this option is selected.

The recommended depths of remediation (i.e., approximately 1 to 2 feet for the geogrid/aggregate base replacement) could be greater, or less, depending on the conditions encountered. Any areas that require remediation should be observed by the geotechnical engineer to confirm the effectiveness of the recommendations provided herein.



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5. LIMITATIONS



Twining's recommendations for this project are, to a high degree, dependent upon appropriate quality control of subgrade preparation, mix design compliance, and construction processes. Accordingly, the recommendations are made contingent upon the opportunity for Twining, Inc. to observe grading operations and excavations for the proposed construction. If parties other than Twining are engaged to provide such services, such parties must be notified that they will be required to assume complete responsibility as the engineer of record for the geotechnical phase of the project by concurring with the recommendations in this letter and/or by providing alternative recommendations.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein.

Twining should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document. Twining performed its evaluation using the degree of care and skill ordinarily exercised under similar circumstances by reputable civil and/or geotechnical engineering professionals with experience in this area in similar soil conditions. No other warranty, either expressed or implied, is made as to the conclusions and recommendations contained in this letter.

Alta Vista Ave
from Oak Crest Avenue to Mountain View Avenue

Legend

-  Alta Vista Ave
-  Feature 1



SITE LOCATION MAP

City of South Pasadena – 2018-2019 Street Improvement Project



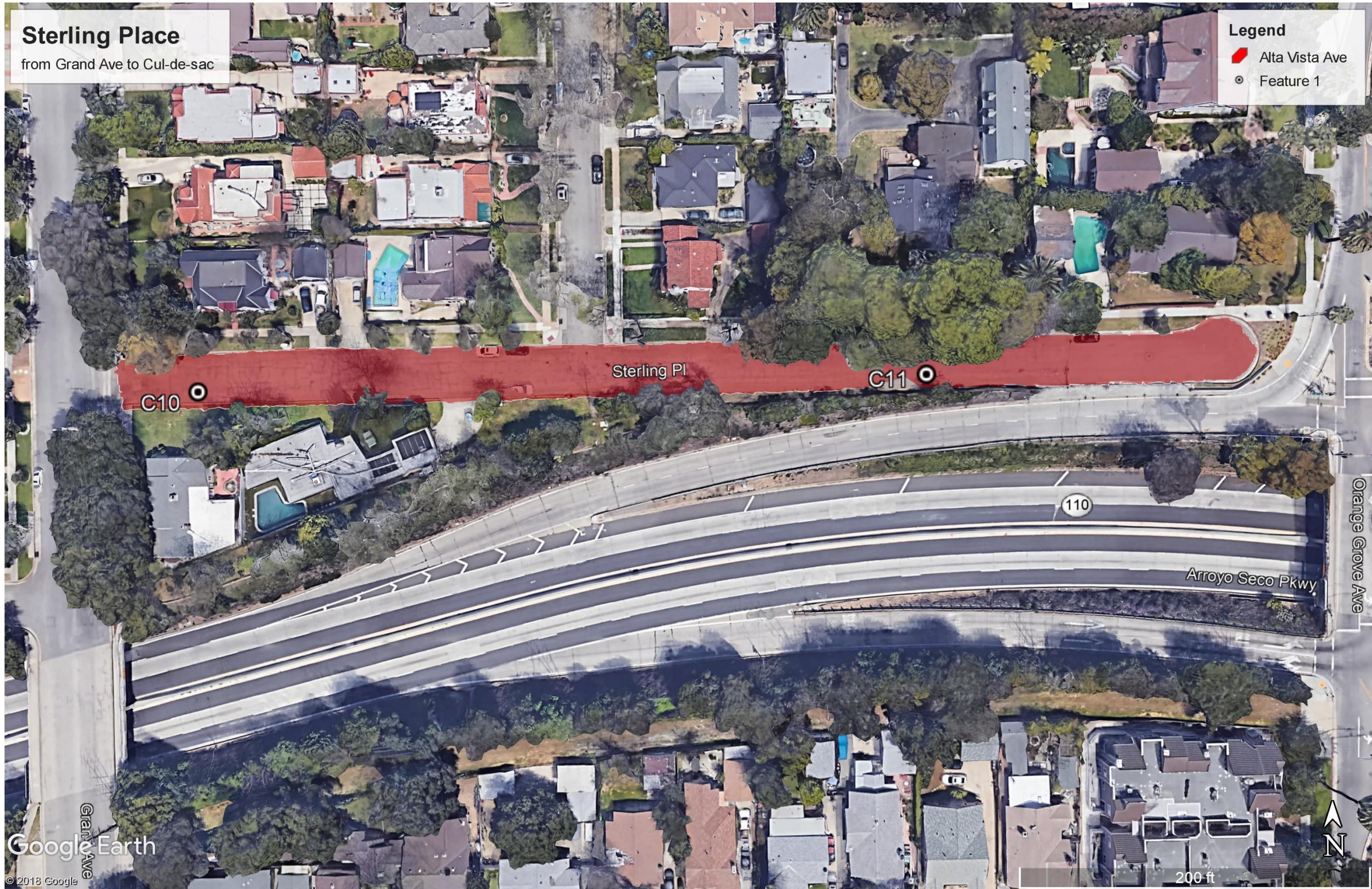
SITE LOCATION MAP

City of South Pasadena – 2018-2019 Street Improvement Project



SITE LOCATION MAP

City of South Pasadena – 2018-2019 Street Improvement Project



SITE LOCATION MAP

City of South Pasadena – 2018-2019 Street Improvement Project

Forest Avenue
from Mission St to Cul-de-sac

Legend

- Alta Vista Ave
- Feature 1



Google Earth
© 2018 Google



SITE LOCATION MAP

City of South Pasadena – 2018-2019 Street Improvement Project

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July 2019

PROJECT NO.: 190476.1

FIGURE: 5

Appendix A: Selected Distress Photos



Description: Severe Aligator Cracking at Alta Vista Avenue



Description: Severe Aligator Cracking at Alta Vista Avenue



Description: Block Cracking at Monterey Road



City of South Pasadena - 2018/2019 Street Improvement Project

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Description: Block Cracking and Thermal Cracking at Monterey Road



Description: Alligator Cracking on the wheelpath at Monterey Road



Description: Sever thermal cracking and surface unravelling at Forest Ave.



City of South Pasadena - 2018/2019 Street Improvement Project

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Description: Sever thermal cracking and surface unravelling at Forest Ave.



Description: Block cracking and surface unravelling at Sterling Place



Description: Block cracking and surface unravelling at Sterling Place



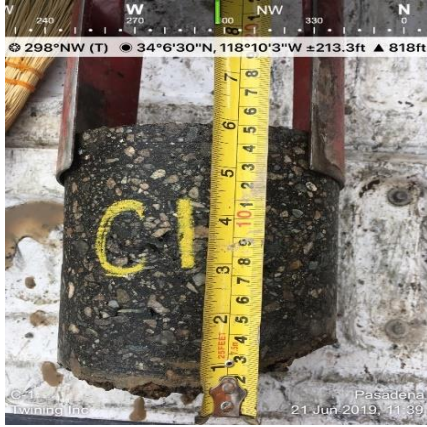
City of South Pasadena - 2018/2019 Street Improvement Project

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6/21/2019

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Appendix B: Core Photos



Description: C1 – E/B Alta Vista Avenue – 76 ft W/O Mountain View Ave



Description: C2 – SB Alta Vista Ave - 140ft W/O Mountain View Ave



Description: C3 – WB Monterey Rd - 68ft E/O Oak Hill Ave



City of South Pasadena - 2018/2019 Street Improvement Project

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Description: C4 – EB Monterey Rd - 117ft E/O Brunswick Ave



Description: C5 – WB Monterey Rd - 194ft E/O Kolle Ave



Description: C6 – EB Monterey Rd - 834ft E/O Kolle Ave



City of South Pasadena - 2018/2019 Street Improvement Project

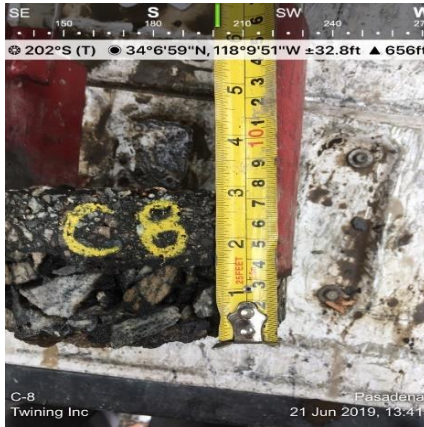
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Description: C7 – WB Monterey Rd - 1320ft E/O Kolle Ave



Description: C8 – Forest Ave 168ft E/O Mission St



Description: C9 - Forest Ave - 259ft E/O Mission St



City of South Pasadena - 2018/2019 Street Improvement Project

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Description: C10 - Sterling Pl - 77ft E/O Grand Ave



Description: C11 - Sterling Pl - 211ft E/O Floral Park Terrace



City of South Pasadena - 2018/2019 Street Improvement Project

Inspection date:
6/21/2019

Project No.
190476.1

Page
4

Appendix C: Laboratory Testing



Twining, Inc. - Long Beach Lab
 3310 Airport Way, Long Beach, CA 90806
 Ph: 562.426.3355
 Fax: 562.426.6424
 www.twininginc.com

Material Test Report

Report No: MAT:W01-19-13275-S1

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details
Sample ID: W01-19-13275-S1
Field Sample:
Date Sampled: 06/21/2019
Source:
Material:
Specification: Standard Full
Sampling Method:
Sample Location: C-2
Sample Depth:
Sampled By: Eduardo Perez
Material Description:

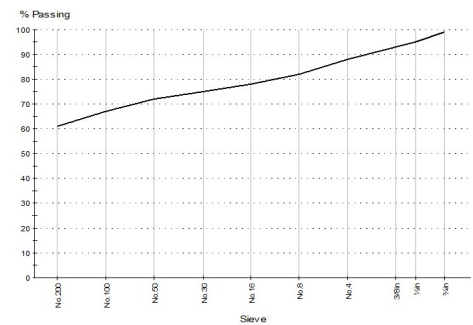
Particle Size Distribution
Method: ASTM C 136, ASTM C 117
Date Tested: 7/1/2019
Tested By: Brian Vollnogle

Sieve Size	% Passing	Limits
3/4in	99	
1/2in	95	
3/8in	93	
No.4	88	
No.8	82	
No.16	78	
No.30	75	
No.50	72	
No.100	67	
No.200	61	

Other Test Results

Description	Method	Result	Limits
Maximum Dry Unit Weight (lb/ft³)	ASTM D 1557	107.9	
Corrected Maximum Dry Unit Weight (lb/ft³)		110.5	
Optimum Water Content (%)		14.0	
Corrected Optimum Water Content (%)		13.2	
Method		B	
Preparation Method		Moist	
Visual Description		Tan/ Brown silty sand with Gravel and silt stone	
Received Water Content (%)		8	
Retained Sieve 3/8" (9.5mm) (%)		6	
Specific Gravity (Oversize)		2.70	
Date Tested		6/26/2019	
Water content (%)	ASTM D 2216	8.2	
Method		B	
Date Tested		7/1/2019	
Group Symbol	ASTM D 2487	CL	
Group Name		Sandy lean clay	
R Value	ASTM D 2844	37	
Date Tested		7/1/2019	
Approximate maximum grain size	ASTM D 4318		
Material retained on 425µm (No. 40) (%)			
Method of Removal			
Grooving Tool Type			
Specimen preparation method			
Drying Method			
Special selection process			
Rolling Method for PL			
As Received Water Content (%)		8.2	
Liquid Limit Device Type			
Liquid Limit		37	
Plastic Limit		18	

Chart



Remarks: N/A

The Material Tested Complies Does Not Comply
 With the Project Requirements



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Material Test Report

Report No: MAT:W01-19-13275-S1

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Particle Size Distribution

Sample ID: W01-19-13275-S1
Field Sample:
Date Sampled: 06/21/2019
Source:
Material:
Specification: Standard Full
Sampling Method:
Sample Location: C-2
Sample Depth:
Sampled By: Eduardo Perez
Material Description:

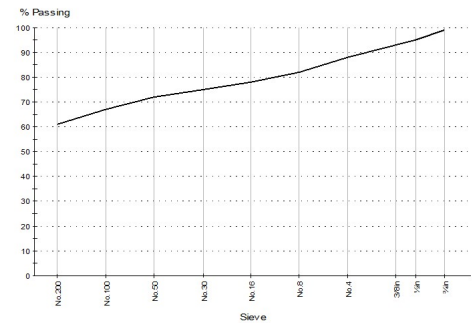
Method: ASTM C 136, ASTM C 117
Date Tested: 7/1/2019
Tested By: Brian Vollnogle

Sieve Size	% Passing	Limits
3/4in	99	
1/2in	95	
3/8in	93	
No.4	88	
No.8	82	
No.16	78	
No.30	75	
No.50	72	
No.100	67	
No.200	61	

Other Test Results

Description	Method	Result	Limits
Plasticity Index		19	
Liquid Limit Procedure			
Date Tested		6/28/2019	

Chart



Remarks: N/A

The Material Tested Complies Does Not Comply
 With the Project Requirements



Twining, Inc. - Long Beach Lab
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Maximum Dry Density Report

Report No: MDD:W01-19-13275-S1

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHDP:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S1
Field Sample:
Date Sampled: 6/21/2019
Source:
Material:
Specification: Standard Full
Location: C-2
Sampled

Maximum Dry Density

Method: ASTM D 1557
Rammer Type:
Description: Determination of the dry unit weight/water content relation of a soil using modified compactive effort.

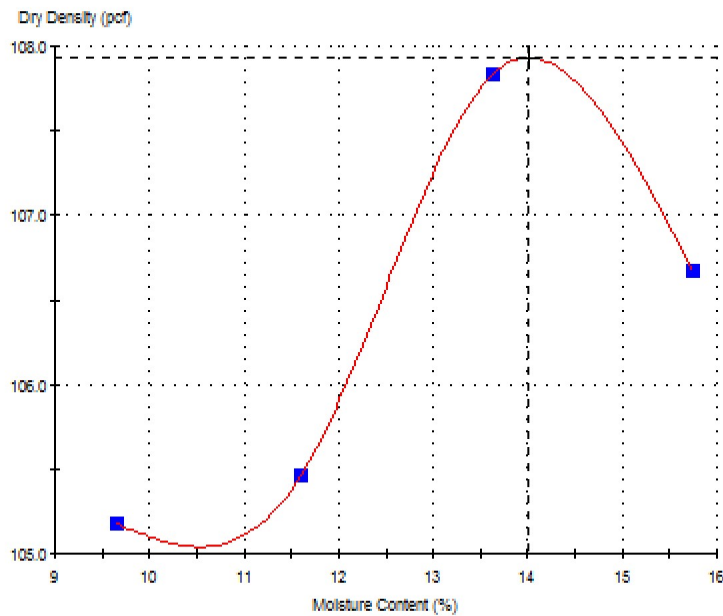
Test Results

Description	Result
Maximum Dry Density (lb/ft³)	107.9
Optimum Moisture Content (%)	14.0
Oversize Sieve 1	
Oversize Material (%)	
Method Used	B
Bulk Specific Gravity	
Oversize Sieve 2	0.118in
Oversize Material 2 (%)	6.5

Soil Classification

Symbol CL
Name Sandy lean clay
Method ASTM D 2487

Chart



Comments

N/A



Twining, Inc. - Long Beach Lab
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 Ph: 562.426.3355
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 www.twininginc.com

Proctor Report

Report No: PTR:W01-19-13275-S1

Customer: KOA Corporation
Project: South Pasadena Street Improvements FY18-19(PLA)

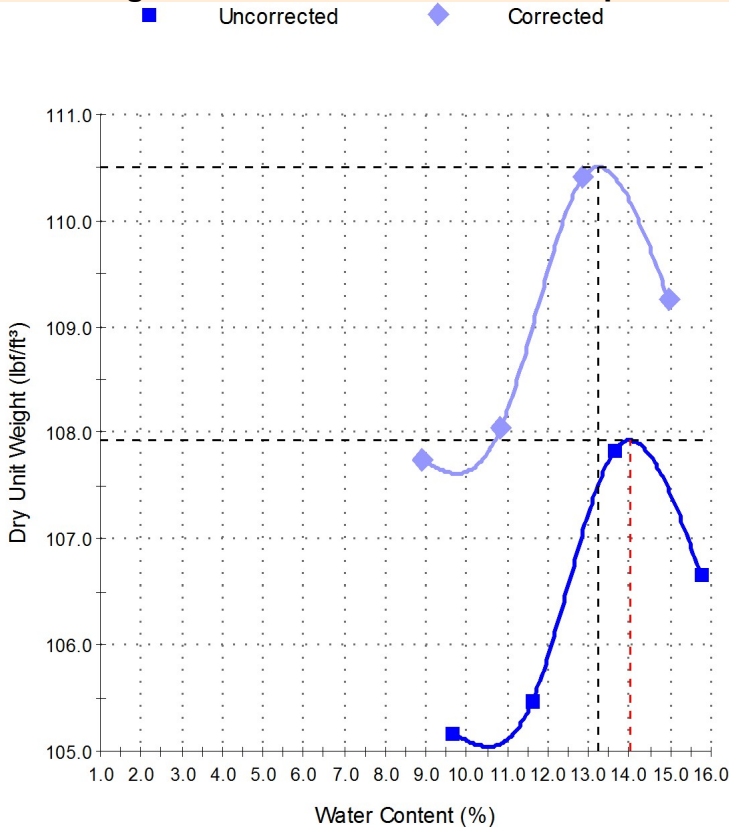
Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S1 **Field Sample ID:**
Date Sampled: 6/21/2019 **Sampled By:** Eduardo Perez
Source:
Material:
Specification: Standard Full
Sampling Method:
Sampling Location: C-2
Sampling Depth: **Material Description:**
Tested By: Ronny Lopez **Date Tested:** 6/26/2019

Dry Unit Weight - Water Content Relationship



Test Results

ASTM D 1557
Maximum Dry Unit Weight (lb/ft³): 107.9
Optimum Water Content (%): 14.0
 Method: B
 Preparation Method: Moist
 Received Water Content (%): 8
 Retained Sieve 3/8" (9.5mm) (%): 6
 Passing Sieve 3/8" (9.5mm) (%): 94
 Tested By: Ronny Lopez
 Date Tested: 6/26/2019
 Visual Description: Tan/ Brown silty sand with Gravel and silt stone

ASTM D 4718
Corrected Maximum Dry Unit Weight (lb/ft³): 110.5
Corrected Optimum Water Content (%): 13.2
 Specific Gravity (Oversize): 2.70
 Sieve Size (Oversize): 3/8
 Oversize Particles (%): 6

ASTM D 4318
 Liquid Limit (%): 37
 Plastic Limit (%): 18
 Plasticity Index (%): 19
 Tested By: Jose Navarro
 Date Tested: 6/28/2019

Remarks:

The Material Tested Complies Does Not Comply
 With the Project Requirements



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R Value Report

Report No: RV:W01-19-13275-S1

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

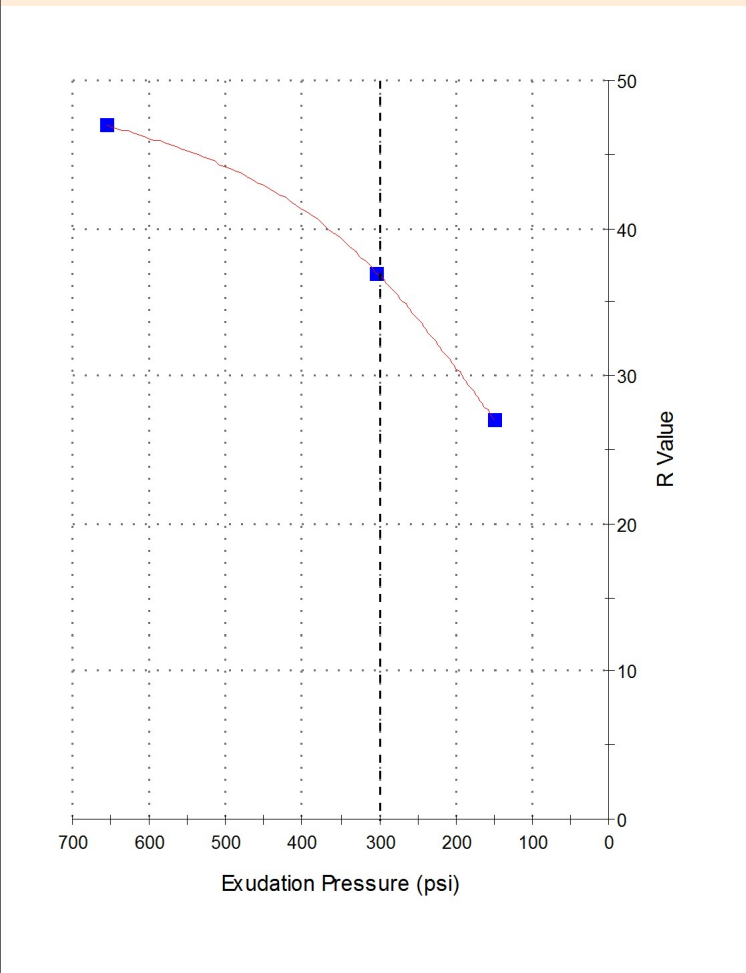
Project No.: 190476.1
Permit No.:
OSHDP:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S1 **Date Sampled:** 6/21/2019
Sampling Method: **Source:**
Material: **Specification:** Standard Full
Location: **Tested By:** Brian Vollnogle
Date Tested: 7/1/2019

R Value



Test Results

ASTM D 2844
R Value at 300 psi Exudation: 37

Specimen Results

Moisture Content (%)	18.0	16.6	19.4
Dry Density (lb/ft³)	110.1	111.7	109.2
Exudation Pressure (psi)	303	656	149
R Value	37	47	27
Expansion Pressure (psi)	0.4	0.6	0.2

Remarks:

The Material Tested Complies Does Not Comply
 With the Project Requirements



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Material Test Report

Report No: MAT:W01-19-13275-S2

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

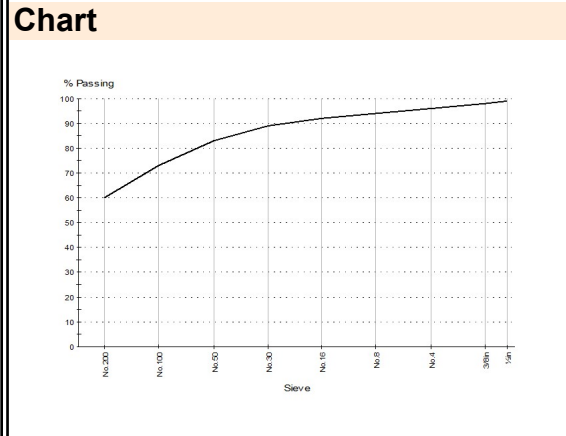
Sample Details
Sample ID: W01-19-13275-S2
Field Sample:
Date Sampled: 06/21/2019
Source:
Material:
Specification: Standard Full
Sampling Method:
Sample Location: C-3
Sample Depth:
Sampled By: Eduardo Perez
Material Description:

Particle Size Distribution
Method: ASTM C 136, ASTM C 117
Date Tested: 7/1/2019
Tested By: Brian Vollnogle

Sieve Size	% Passing	Limits
1/2in	99	
3/8in	98	
No.4	96	
No.8	94	
No.16	92	
No.30	89	
No.50	83	
No.100	73	
No.200	60	

Other Test Results

Description	Method	Result	Limits
Maximum Dry Unit Weight (lb/ft ³)	ASTM D 1557	119.2	
Corrected Maximum Dry Unit Weight (lb/ft ³)		119.2	
Optimum Water Content (%)		9.4	
Corrected Optimum Water Content (%)		9.4	
Method		A	
Preparation Method		Moist	
Visual Description	Medium Brown Silty Sand With Some Clay		
Received Water Content (%)		14	
Retained Sieve No 4 (4.75mm) (%)		4	
Date Tested		6/27/2019	
Water content (%)	ASTM D 2216	13.9	
Method		B	
Date Tested		7/1/2019	
Group Symbol	ASTM D 2487	CL	
Group Name		Sandy lean clay	
R Value	ASTM D 2844	16	
Date Tested		7/1/2019	
Approximate maximum grain size	ASTM D 4318		
Material retained on 425µm (No. 40) (%)			
Method of Removal			
Grooving Tool Type			
Specimen preparation method			
Drying Method			
Special selection process			
Rolling Method for PL			
As Received Water Content (%)		13.9	
Liquid Limit Device Type			
Liquid Limit		39	
Plastic Limit		13	
Plasticity Index		26	



Remarks: N/A

The Material Tested Complies Does Not Comply
 With the Project Requirements



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Material Test Report

Report No: MAT:W01-19-13275-S2

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Particle Size Distribution

Sample ID: W01-19-13275-S2
Field Sample:
Date Sampled: 06/21/2019
Source:
Material:
Specification: Standard Full
Sampling Method:
Sample Location: C-3
Sample Depth:
Sampled By: Eduardo Perez
Material Description:

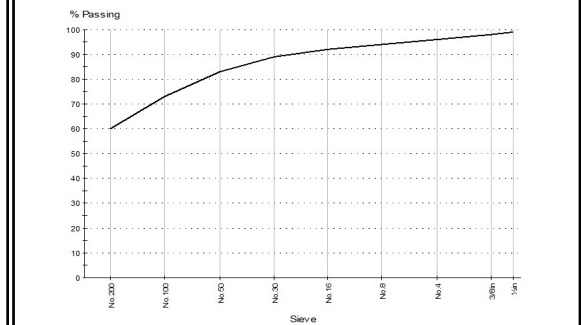
Method: ASTM C 136, ASTM C 117
Date Tested: 7/1/2019
Tested By: Brian Vollnogle

Sieve Size	% Passing	Limits
1/2in	99	
3/8in	98	
No.4	96	
No.8	94	
No.16	92	
No.30	89	
No.50	83	
No.100	73	
No.200	60	

Other Test Results

Description	Method	Result	Limits
Liquid Limit Procedure			
Date Tested		6/28/2019	

Chart



Remarks: N/A

The Material Tested Complies Does Not Comply
 With the Project Requirements



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 www.twininginc.com

Maximum Dry Density Report

Report No: MDD:W01-19-13275-S2

Customer: KOA Corporation
 Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
 Permit No.:
 OSHPD:
 DSA File #:
 DSA AP #:

Jurisdiction:
 Distribution:

Sample Details

Sample ID: W01-19-13275-S2
 Field Sample:
 Date Sampled: 6/21/2019
 Source:
 Material:
 Specification: Standard Full
 Location: C-3
 Sampled

Maximum Dry Density

Method: ASTM D 1557
 Rammer Type:
 Description: Determination of the dry unit weight/water content relation of a soil using modified compactive effort.

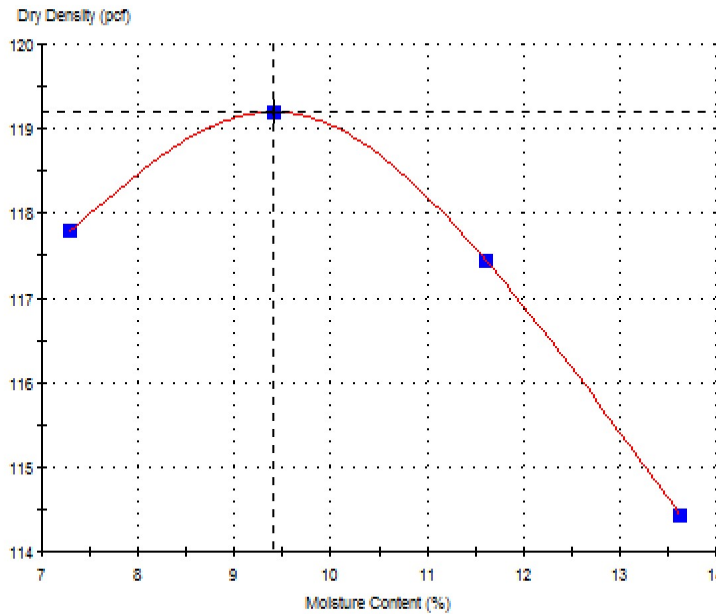
Test Results

Description	Result
Maximum Dry Density (lb/ft ³)	119.2
Optimum Moisture Content (%)	9.4
Oversize Sieve 1	
Oversize Material (%)	4.1
Method Used	A
Bulk Specific Gravity	
Oversize Sieve 2	
Oversize Material 2 (%)	

Soil Classification

Symbol CL
 Name Sandy lean clay
 Method ASTM D 2487

Chart



Comments
 N/A



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Proctor Report

Report No: PTR:W01-19-13275-S2

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1

Permit No.:

OSHPD:

DSA File #:

DSA AP #:

Jurisdiction:

Distribution:

Sample Details

Sample ID: W01-19-13275-S2

Field Sample ID:

Date Sampled: 6/21/2019

Sampled By: Eduardo Perez

Source:

Material:

Specification: Standard Full

Sampling Method:

Sampling Location: C-3

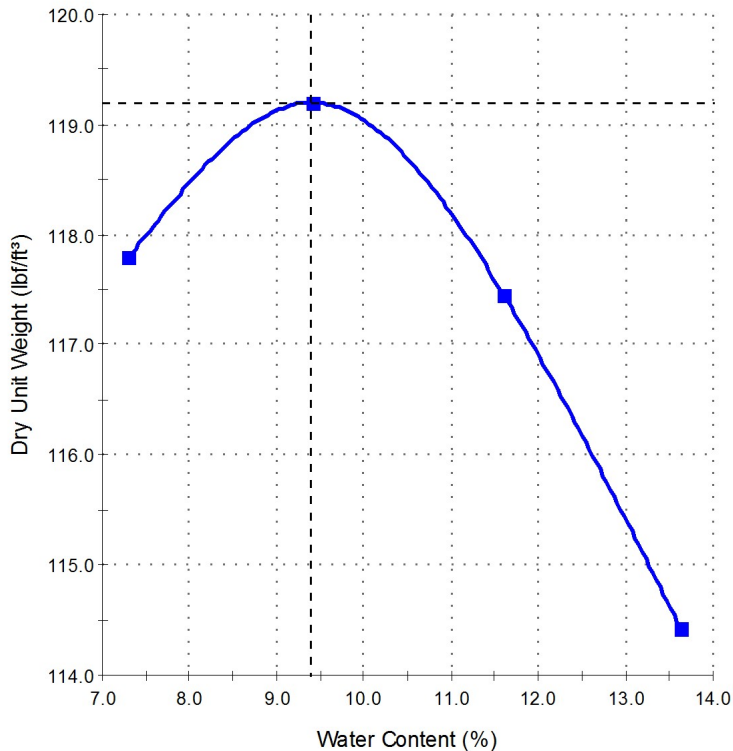
Sampling Depth:

Material Description:

Tested By: Ronny Lopez

Date Tested: 6/27/2019

Dry Unit Weight - Water Content Relationship



Test Results

ASTM D 1557

Maximum Dry Unit Weight (lb/ft³): 119.2

Optimum Water Content (%): 9.4

Method: A

Preparation Method: Moist

Received Water Content (%): 14

Retained Sieve No 4 (4.75mm) (%): 4

Passing Sieve No 4 (4.75mm) (%): 96

Tested By: Ronny Lopez

Date Tested: 6/27/2019

Visual Description: Medium Brown Silty Sand With Some Clay

ASTM D 4318

Liquid Limit (%): 39

Plastic Limit (%): 13

Plasticity Index (%): 26

Tested By: Jose Navarro

Date Tested: 6/28/2019

Remarks:

The Material Tested Complies Does Not Comply
 With the Project Requirements



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R Value Report

Report No: RV:W01-19-13275-S2

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

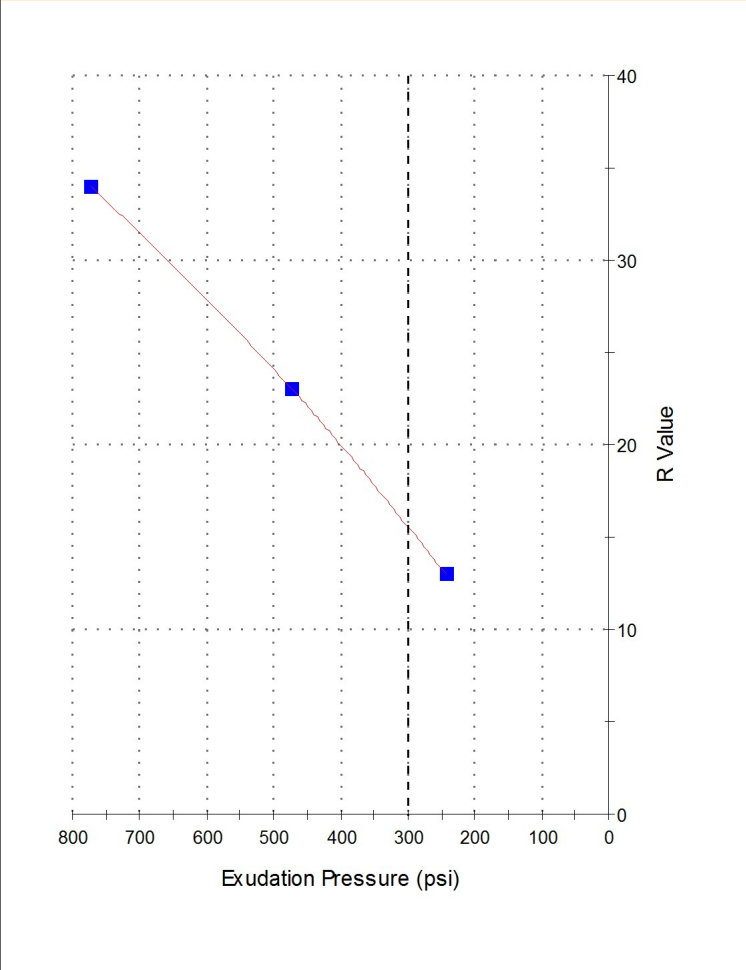
Project No.: 190476.1
Permit No.:
OSHDP:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S2 **Date Sampled:** 6/21/2019
Sampling Method: **Source:**
Material: **Specification:** Standard Full
Location: **Tested By:** Brian Vollnogle
Date Tested: 7/1/2019

R Value



Test Results

ASTM D 2844
R Value at 300 psi Exudation: 16

Specimen Results

Moisture Content (%)	18.5	15.7	12.9
Dry Density (lb/ft³)	108.4	114.2	111.1
Exudation Pressure (psi)	243	472	774
R Value	13	23	34
Expansion Pressure (psi)	0.0	0.3	0.7

Remarks:

The Material Tested Complies Does Not Comply
 With the Project Requirements



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 www.twininginc.com

Material Test Report

Report No: MAT:W01-19-13275-S3

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S3
Field Sample:
Date Sampled: 06/21/2019
Source:
Material:
Specification: Standard Full
Sampling Method:
Sample Location: C-7
Sample Depth:
Sampled By: Eduardo Perez
Material Description:

Other Test Results

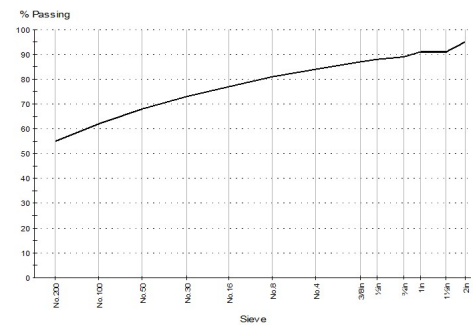
Description	Method	Result	Limits
Maximum Dry Unit Weight (lb/ft ³)	ASTM D 1557	123.8	
Corrected Maximum Dry Unit Weight (lb/ft ³)		126.8	
Optimum Water Content (%)		9.7	
Corrected Optimum Water Content (%)		9.0	
Method		A	
Preparation Method		Moist	
Visual Description		Dark brown Silty Sand With Some Clay	
Received Water Content (%)		12	
Retained Sieve No 4 (4.75mm) (%)		9	
Specific Gravity (Oversize)		2.70	
Date Tested		7/1/2019	
Water content (%)	ASTM D 2216	11.6	
Method		B	
Date Tested		7/1/2019	
Group Symbol	ASTM D 2487	CL-ML	
Group Name		Sandy silty clay with gravel	
R Value	ASTM D 2844	26	
Date Tested		7/1/2019	
Approximate maximum grain size	ASTM D 4318		
Material retained on 425µm (No. 40) (%)			
Method of Removal			
Grooving Tool Type			
Specimen preparation method			
Drying Method			
Special selection process			
Rolling Method for PL			
As Received Water Content (%)		11.6	
Liquid Limit Device Type			
Liquid Limit		22	
Plastic Limit		16	

Particle Size Distribution

Method: ASTM C 136, ASTM C 117
Date Tested: 7/1/2019
Tested By: Brian Vollnogle

Sieve Size	% Passing	Limits
2in	95	
1½in	91	
1in	91	
¾in	89	
½in	88	
3/8in	87	
No.4	84	
No.8	81	
No.16	77	
No.30	73	
No.50	68	
No.100	62	
No.200	55	

Chart



Remarks: N/A

The Material Tested Complies Does Not Comply
 With the Project Requirements



Twining, Inc. - Long Beach Lab
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 Ph: 562.426.3355
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Material Test Report

Report No: MAT:W01-19-13275-S3

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Particle Size Distribution

Sample ID: W01-19-13275-S3
Field Sample:
Date Sampled: 06/21/2019
Source:
Material:
Specification: Standard Full
Sampling Method:
Sample Location: C-7
Sample Depth:
Sampled By: Eduardo Perez
Material Description:

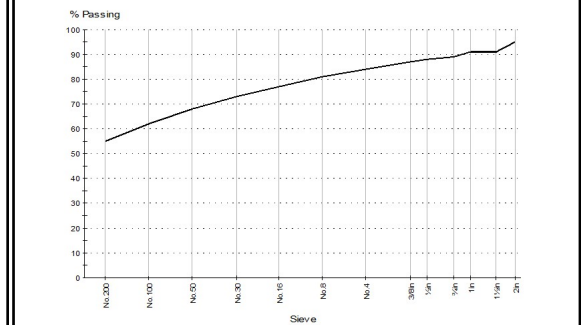
Method: ASTM C 136, ASTM C 117
Date Tested: 7/1/2019
Tested By: Brian Vollnogle

Sieve Size	% Passing	Limits
2in	95	
1½in	91	
1in	91	
¾in	89	
½in	88	
3/8in	87	
No.4	84	
No.8	81	
No.16	77	
No.30	73	
No.50	68	
No.100	62	
No.200	55	

Other Test Results

Description	Method	Result	Limits
Plasticity Index		6	
Liquid Limit Procedure			
Date Tested		6/28/2019	

Chart



Remarks: N/A

The Material Tested Complies Does Not Comply
 With the Project Requirements



Twining, Inc. - Long Beach Lab
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Maximum Dry Density Report

Report No: MDD:W01-19-13275-S3

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S3
Field Sample:
Date Sampled: 6/21/2019
Source:
Material:
Specification: Standard Full
Location: C-7
Sampled

Maximum Dry Density

Method: ASTM D 1557
Rammer Type:
Description: Determination of the dry unit weight/water content relation of a soil using modified compactive effort.

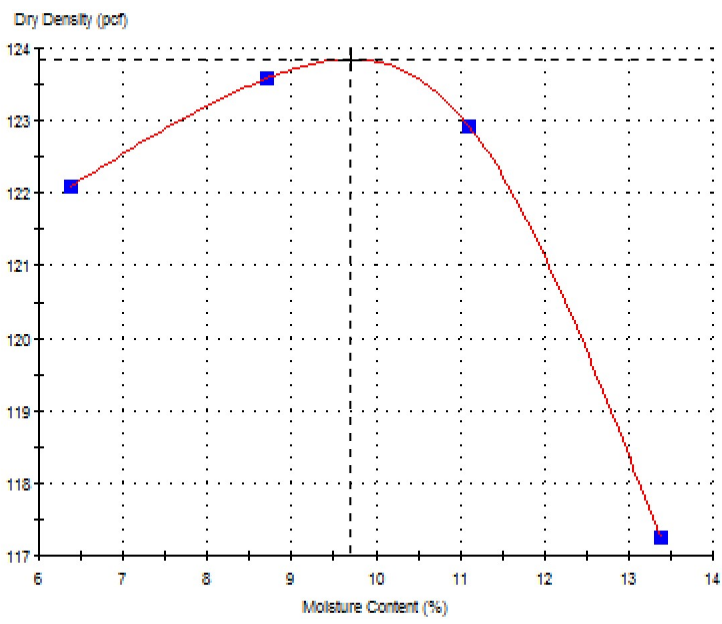
Test Results

Description	Result
Maximum Dry Density (lb/ft³)	123.8
Optimum Moisture Content (%)	9.7
Oversize Sieve 1	
Oversize Material (%)	8.8
Method Used	A
Bulk Specific Gravity	
Oversize Sieve 2	
Oversize Material 2 (%)	

Soil Classification

Symbol CL-ML
Name Sandy silty clay with gravel
Method ASTM D 2487

Chart



Comments

N/A



Twining, Inc. - Long Beach Lab
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 Ph: 562.426.3355
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 www.twininginc.com

Proctor Report

Report No: PTR:W01-19-13275-S3

Customer: KOA Corporation

Project No.: 190476.1

Project: South Pasadena Street Improvements FY18-19(PLA)

Permit No.:

OSHPD:

DSA File #:

DSA AP #:

Jurisdiction:

Distribution:

Sample Details

Sample ID: W01-19-13275-S3

Field Sample ID:

Date Sampled: 6/21/2019

Sampled By: Eduardo Perez

Source:

Material:

Specification: Standard Full

Sampling Method:

Sampling Location: C-7

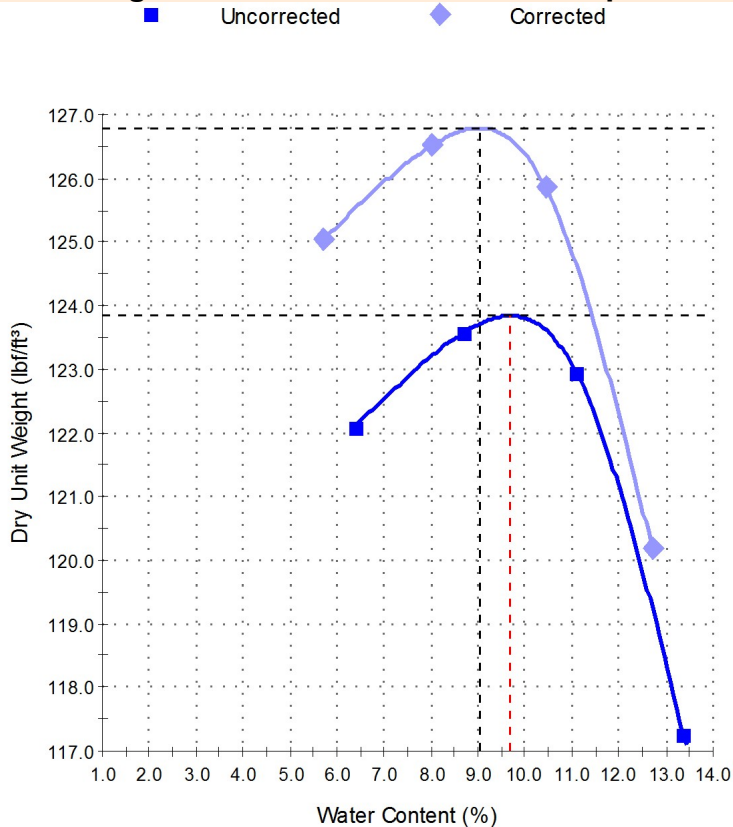
Sampling Depth:

Material Description:

Tested By: Ronny Lopez

Date Tested: 7/1/2019

Dry Unit Weight - Water Content Relationship



Test Results

ASTM D 1557	
Maximum Dry Unit Weight (lb/ft³):	123.8
Optimum Water Content (%):	9.7
Method:	A
Preparation Method:	Moist
Received Water Content (%):	12
Retained Sieve No 4 (4.75mm) (%):	9
Passing Sieve No 4 (4.75mm) (%):	91
Tested By:	Ronny Lopez
Date Tested:	7/1/2019
Visual Description:	Dark brown Silty Sand With Some Clay
ASTM D 4718	
Corrected Maximum Dry Unit Weight (lb/ft³):	126.8
Corrected Optimum Water Content (%):	9.0
Specific Gravity (Oversize):	2.70
Sieve Size (Oversize):	No 4
Oversize Particles (%):	9
ASTM D 4318	
Liquid Limit (%):	22
Plastic Limit (%):	16
Plasticity Index (%):	6
Tested By:	Jose Navarro
Date Tested:	6/28/2019

Remarks:

The Material Tested Complies Does Not Comply
 With the Project Requirements



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R Value Report

Report No: RV:W01-19-13275-S3

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

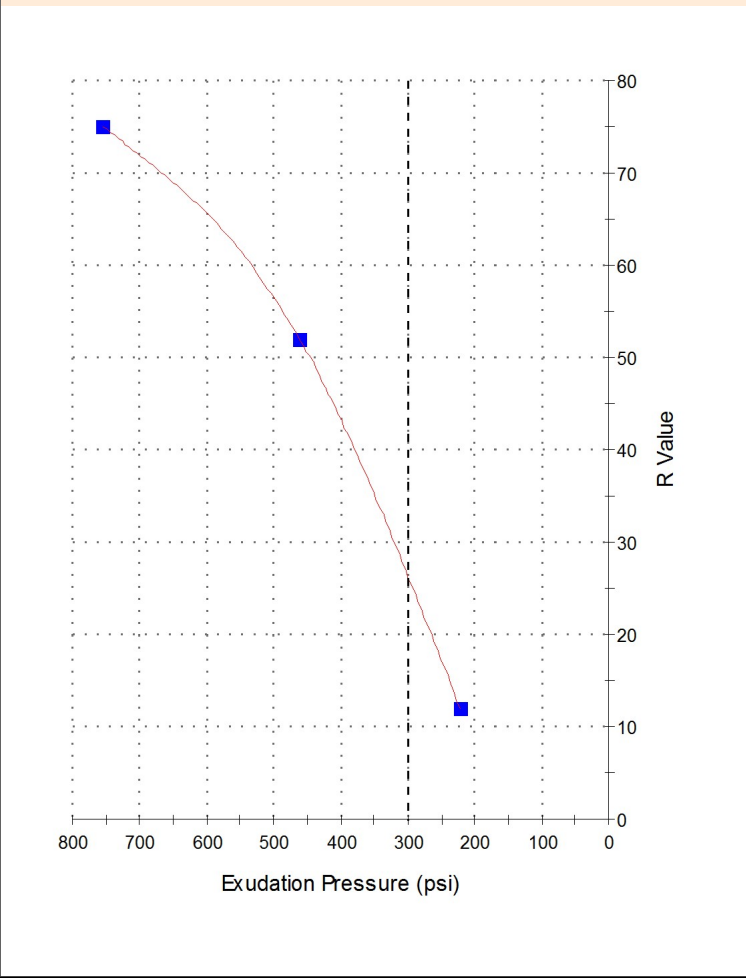
Project No.: 190476.1
Permit No.:
OSHDP:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S3 **Date Sampled:** 6/21/2019
Sampling Method: **Source:**
Material: **Specification:** Standard Full
Location: **Tested By:** Brian Vollnogle
Date Tested: 7/1/2019

R Value



Test Results

ASTM D 2844
R Value at 300 psi Exudation: 26

Specimen Results

Moisture Content (%)	12.7	10.8	8.9
Dry Density (lb/ft³)	120.7	122.3	122.4
Exudation Pressure (psi)	222	461	756
R Value	12	52	75
Expansion Pressure (psi)	0.1	1.2	1.9

Remarks:

The Material Tested Complies Does Not Comply
 With the Project Requirements



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Material Test Report

Report No: MAT:W01-19-13275-S4

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details
Sample ID: W01-19-13275-S4
Field Sample:
Date Sampled: 06/21/2019
Source:
Material:
Specification: Standard Full
Sampling Method:
Sample Location: C-8
Sample Depth:
Sampled By: Eduardo Perez
Material Description:

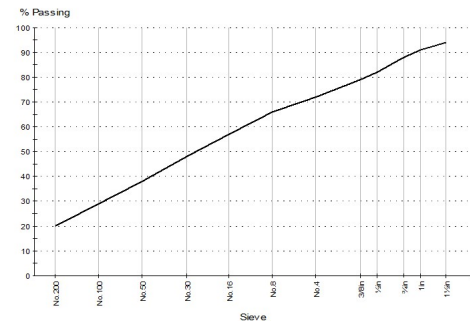
Particle Size Distribution
Method: ASTM C 136, ASTM C 117
Date Tested: 7/1/2019
Tested By: Brian Vollnogle

Sieve Size	% Passing	Limits
1 1/2 in	94	
1 in	91	
3/4 in	88	
1/2 in	82	
3/8 in	79	
No.4	72	
No.8	66	
No.16	57	
No.30	48	
No.50	38	
No.100	29	
No.200	20	

Other Test Results

Description	Method	Result	Limits
Maximum Dry Unit Weight (lb/ft³)	ASTM D 1557	123.0	
Corrected Maximum Dry Unit Weight (lb/ft³)		130.8	
Optimum Water Content (%)		10.3	
Corrected Optimum Water Content (%)		8.4	
Method		B	
Preparation Method		Moist	
Visual Description	Dark Brown Silty Sand With Gravel		
Received Water Content (%)		7	
Retained Sieve 3/8" (9.5mm) (%)		22	
Specific Gravity (Oversize)		2.70	
Date Tested		7/1/2019	
Water content (%)	ASTM D 2216	6.9	
Method		B	
Date Tested		7/1/2019	
Group Symbol	ASTM D 2487		
Group Name			
R Value	ASTM D 2844	76	
Date Tested		7/2/2019	
Approximate maximum grain size	ASTM D 4318		
Material retained on 425µm (No. 40) (%)			
Method of Removal			
Grooving Tool Type			
Specimen preparation method			
Drying Method			
Special selection process			
Rolling Method for PL			
As Received Water Content (%)		6.9	
Liquid Limit Device Type			
Liquid Limit		N/A	
Plastic Limit		NP	

Chart



Remarks: NP = Non Plastic

The Material Tested Complies Does Not Comply
 With the Project Requirements



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Material Test Report

Report No: MAT:W01-19-13275-S4

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details
Sample ID: W01-19-13275-S4
Field Sample:
Date Sampled: 06/21/2019
Source:
Material:
Specification: Standard Full
Sampling Method:
Sample Location: C-8
Sample Depth:
Sampled By: Eduardo Perez
Material Description:

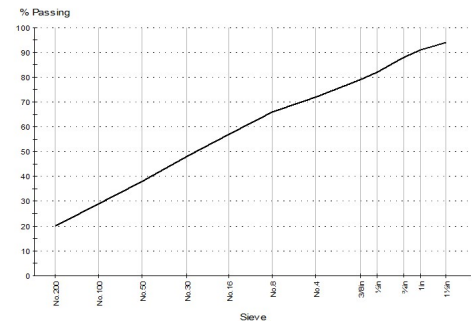
Particle Size Distribution
Method: ASTM C 136, ASTM C 117
Date Tested: 7/1/2019
Tested By: Brian Vollnogle

Sieve Size	% Passing	Limits
1 1/2 in	94	
1 in	91	
3/4 in	88	
1/2 in	82	
3/8 in	79	
No.4	72	
No.8	66	
No.16	57	
No.30	48	
No.50	38	
No.100	29	
No.200	20	

Other Test Results

Description	Method	Result	Limits
Plasticity Index		NP	
Liquid Limit Procedure			
Date Tested		6/28/2019	

Chart



Remarks: NP = Non Plastic

The Material Tested Complies Does Not Comply
 With the Project Requirements



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Maximum Dry Density Report

Report No: MDD:W01-19-13275-S4

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHDP:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details Test Results

Sample ID: W01-19-13275-S4
Field Sample:
Date Sampled: 6/21/2019
Source:
Material:
Specification: Standard Full
Location: C-8
Sampled

Description	Result
Maximum Dry Density (lb/ft³)	123.0
Optimum Moisture Content (%)	10.3
Oversize Sieve 1	
Oversize Material (%)	
Method Used	B
Bulk Specific Gravity	
Oversize Sieve 2	0.118in
Oversize Material 2 (%)	22.1

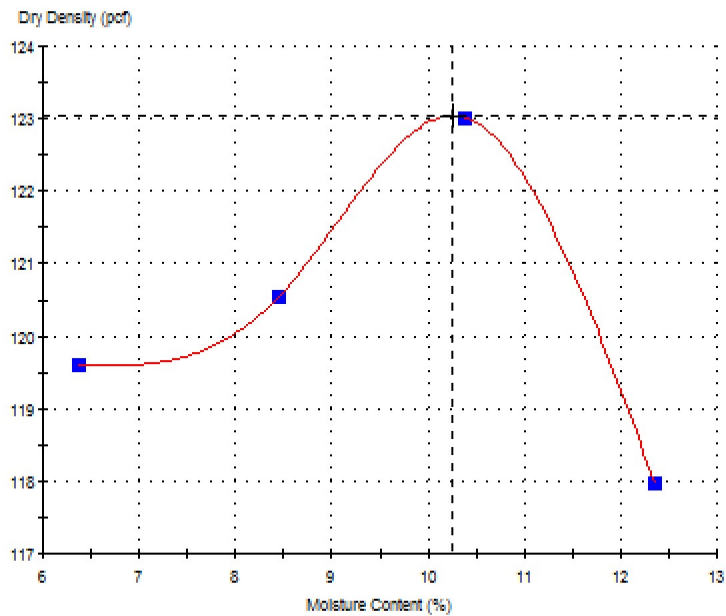
Maximum Dry Density

Method: ASTM D 1557
Rammer Type:
Description: Determination of the dry unit weight/water content relation of a soil using modified compactive effort.

Soil Classification

Symbol
Name
Method ASTM D 2487

Chart



Comments

N/A



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Proctor Report

Report No: PTR:W01-19-13275-S4

Customer: KOA Corporation
Project: South Pasadena Street Improvements FY18-19(PLA)

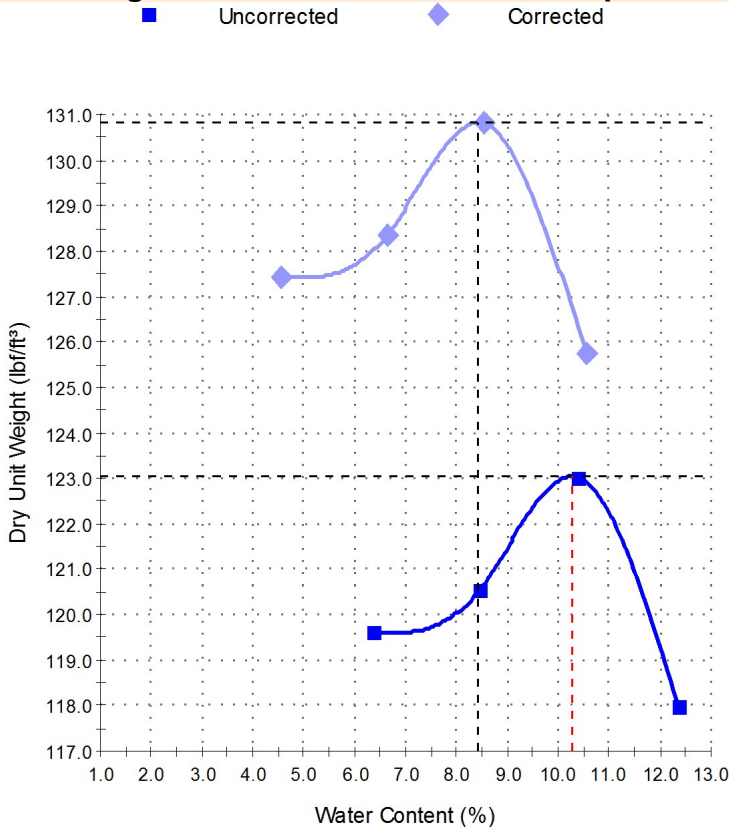
Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S4 **Field Sample ID:**
Date Sampled: 6/21/2019 **Sampled By:** Eduardo Perez
Source:
Material:
Specification: Standard Full
Sampling Method:
Sampling Location: C-8
Sampling Depth: **Material Description:**
Tested By: Ronny Lopez **Date Tested:** 7/1/2019

Dry Unit Weight - Water Content Relationship



Test Results

ASTM D 1557
Maximum Dry Unit Weight (lb/ft³): 123.0
Optimum Water Content (%): 10.3
 Method: B
 Preparation Method: Moist
 Received Water Content (%): 7
 Retained Sieve 3/8" (9.5mm) (%): 22
 Passing Sieve 3/8" (9.5mm) (%): 78
 Tested By: Ronny Lopez
 Date Tested: 7/1/2019
 Visual Description: Dark Brown Silty Sand With Gravel

ASTM D 4718
Corrected Maximum Dry Unit Weight (lb/ft³): 130.8
Corrected Optimum Water Content (%): 8.4
 Specific Gravity (Oversize): 2.70
 Sieve Size (Oversize): 3/8
 Oversize Particles (%): 22

ASTM D 4318
 Liquid Limit (%): N/A
 Plastic Limit (%): NP
 Plasticity Index (%): NP
 Tested By: Jose Navarro
 Date Tested: 6/28/2019

Remarks: NP = Non Plastic

The Material Tested Complies Does Not Comply
 With the Project Requirements



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R Value Report

Report No: RV:W01-19-13275-S4

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

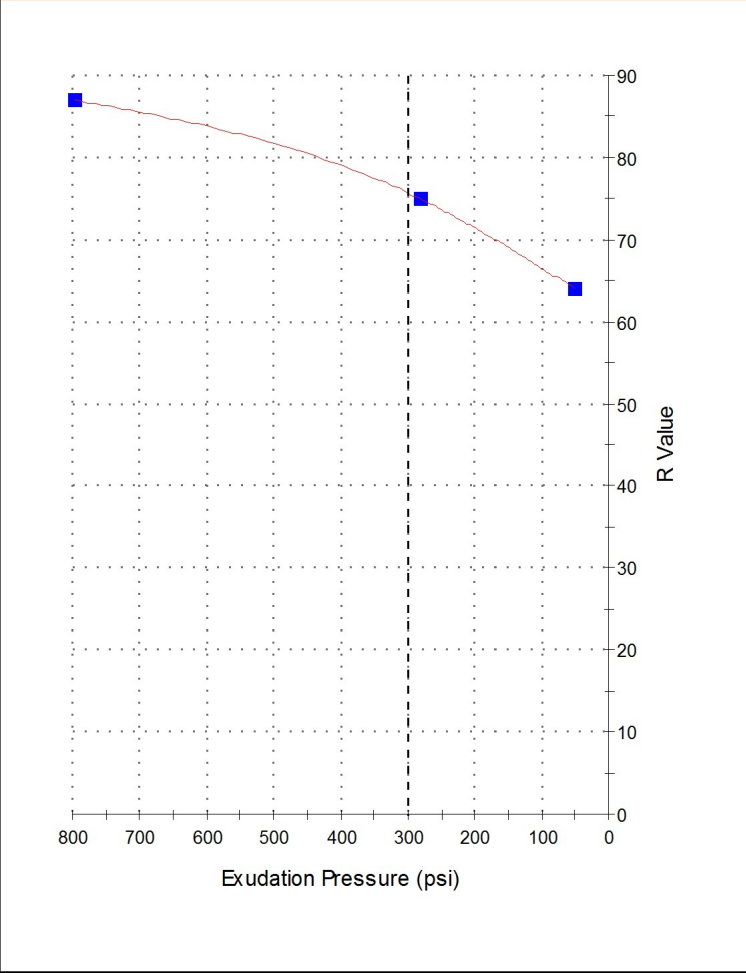
Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S4 **Date Sampled:** 6/21/2019
Sampling Method: **Source:**
Material: **Specification:** Standard Full
Location: **Tested By:** Brian Vollnogle
Date Tested: 7/2/2019

R Value



Test Results

ASTM D 2844
R Value at 300 psi Exudation: 76

Specimen Results

Moisture Content (%)	12.3	8.6	10.5
Dry Density (lb/ft³)	119.0	123.7	121.6
Exudation Pressure (psi)	50	796	282
R Value	64	87	75
Expansion Pressure (psi)	0.0	0.0	0.0

Remarks:

The Material Tested Complies Does Not Comply
 With the Project Requirements



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Material Test Report

Report No: MAT:W01-19-13275-S5

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Particle Size Distribution

Sample ID: W01-19-13275-S5
Field Sample:
Date Sampled: 06/21/2019
Source:
Material:
Specification: Standard Full
Sampling Method:
Sample Location: C-11
Sample Depth:
Sampled By: Eduardo Perez
Material Description:

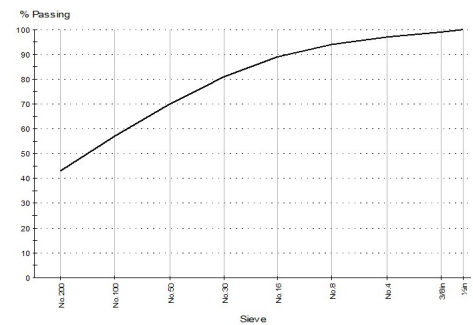
Method: ASTM C 136, ASTM C 117
Date Tested: 7/1/2019
Tested By: Brian Vollnogle

Sieve Size	% Passing	Limits
1/2in	100	
3/8in	99	
No.4	97	
No.8	94	
No.16	89	
No.30	81	
No.50	70	
No.100	57	
No.200	43	

Other Test Results

Description	Method	Result	Limits
Maximum Dry Unit Weight (lb/ft ³)	ASTM D 1557	132.2	
Corrected Maximum Dry Unit Weight (lb/ft ³)		132.2	
Optimum Water Content (%)		7.3	
Corrected Optimum Water Content (%)		7.3	
Method		A	
Preparation Method		Moist	
Visual Description	Dark Brown Silty Sand		
Received Water Content (%)		7	
Retained Sieve No 4 (4.75mm) (%)		4	
Date Tested		6/27/2019	
Water content (%)	ASTM D 2216	7.5	
Method		B	
Date Tested		7/1/2019	
Group Symbol	ASTM D 2487		
Group Name			
R Value	ASTM D 2844	23	
Date Tested		7/2/2019	
Approximate maximum grain size	ASTM D 4318		
Material retained on 425µm (No. 40) (%)			
Method of Removal			
Grooving Tool Type			
Specimen preparation method			
Drying Method			
Special selection process			
Rolling Method for PL			
As Received Water Content (%)		7.5	
Liquid Limit Device Type			
Liquid Limit		N/A	
Plastic Limit		NP	
Plasticity Index		NP	

Chart



Remarks: NP = Non Plastic

The Material Tested Complies Does Not Comply
 With the Project Requirements



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Material Test Report

Report No: MAT:W01-19-13275-S5

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details
Sample ID: W01-19-13275-S5
Field Sample:
Date Sampled: 06/21/2019
Source:
Material:
Specification: Standard Full
Sampling Method:
Sample Location: C-11
Sample Depth:
Sampled By: Eduardo Perez
Material Description:

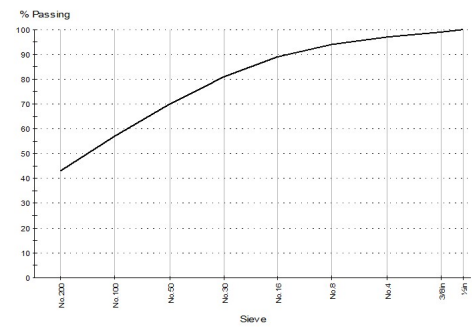
Particle Size Distribution
Method: ASTM C 136, ASTM C 117
Date Tested: 7/1/2019
Tested By: Brian Vollnogle

Sieve Size	% Passing	Limits
1/2in	100	
3/8in	99	
No.4	97	
No.8	94	
No.16	89	
No.30	81	
No.50	70	
No.100	57	
No.200	43	

Other Test Results

Description	Method	Result	Limits
Liquid Limit Procedure			
Date Tested		6/28/2019	

Chart



Remarks: NP = Non Plastic

The Material Tested Complies Does Not Comply
 With the Project Requirements



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Maximum Dry Density Report

Report No: MDD:W01-19-13275-S5

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

Project No.: 190476.1
Permit No.:
OSHPD:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S5
Field Sample:
Date Sampled: 6/21/2019
Source:
Material:
Specification: Standard Full
Location: C-11
Sampled

Maximum Dry Density

Method: ASTM D 1557
Rammer Type:
Description: Determination of the dry unit weight/water content relation of a soil using modified compactive effort.

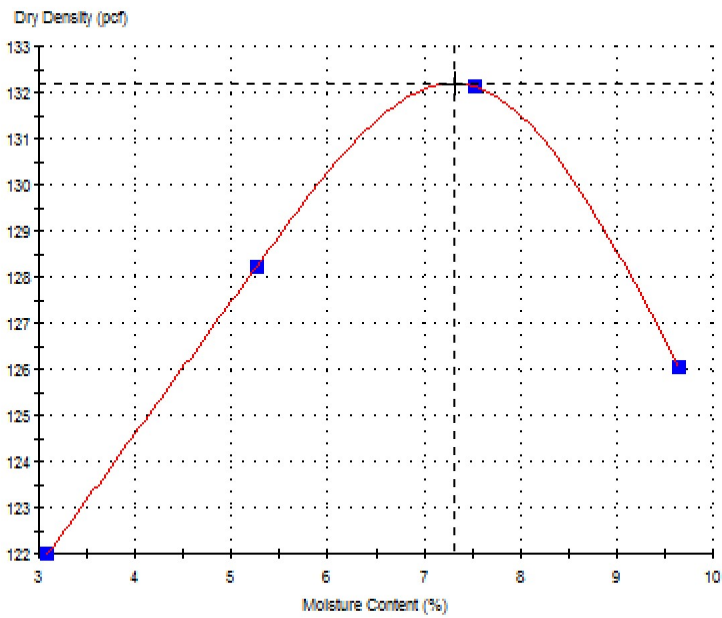
Test Results

Description	Result
Maximum Dry Density (lb/ft³)	132.2
Optimum Moisture Content (%)	7.3
Oversize Sieve 1	
Oversize Material (%)	4.3
Method Used	A
Bulk Specific Gravity	
Oversize Sieve 2	
Oversize Material 2 (%)	

Soil Classification

Symbol
Name
Method ASTM D 2487

Chart



Comments

N/A



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Proctor Report

Report No: PTR:W01-19-13275-S5

Customer: KOA Corporation
Project: South Pasadena Street Improvements FY18-19(PLA)

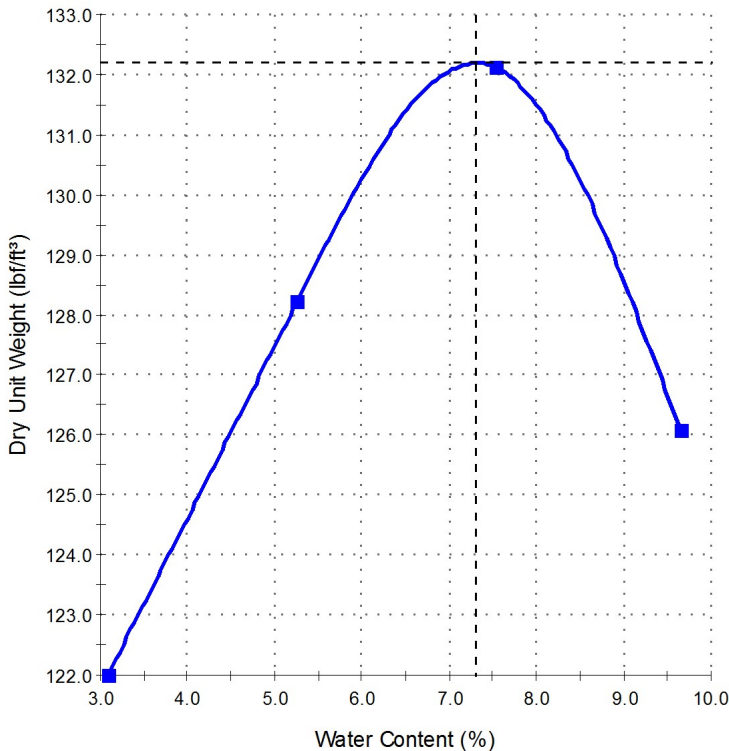
Project No.: 190476.1
Permit No.:
OSHDP:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S5 **Field Sample ID:**
Date Sampled: 6/21/2019 **Sampled By:** Eduardo Perez
Source:
Material:
Specification: Standard Full
Sampling Method:
Sampling Location: C-11
Sampling Depth: **Material Description:**
Tested By: Ronny Lopez **Date Tested:** 6/27/2019

Dry Unit Weight - Water Content Relationship



Test Results

ASTM D 1557
Maximum Dry Unit Weight (lb/ft³): 132.2
Optimum Water Content (%): 7.3
 Method: A
 Preparation Method: Moist
 Received Water Content (%): 7
 Retained Sieve No 4 (4.75mm) (%): 4
 Passing Sieve No 4 (4.75mm) (%): 96
 Tested By: Ronny Lopez
 Date Tested: 6/27/2019
 Visual Description: Dark Brown Silty Sand

ASTM D 4318
 Liquid Limit (%): N/A
 Plastic Limit (%): NP
 Plasticity Index (%): NP
 Tested By: Jose Navarro
 Date Tested: 6/28/2019

Remarks: NP = Non Plastic

The Material Tested Complies Does Not Comply
 With the Project Requirements



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R Value Report

Report No: RV:W01-19-13275-S5

Customer: KOA Corporation

Project: South Pasadena Street Improvements FY18-19(PLA)

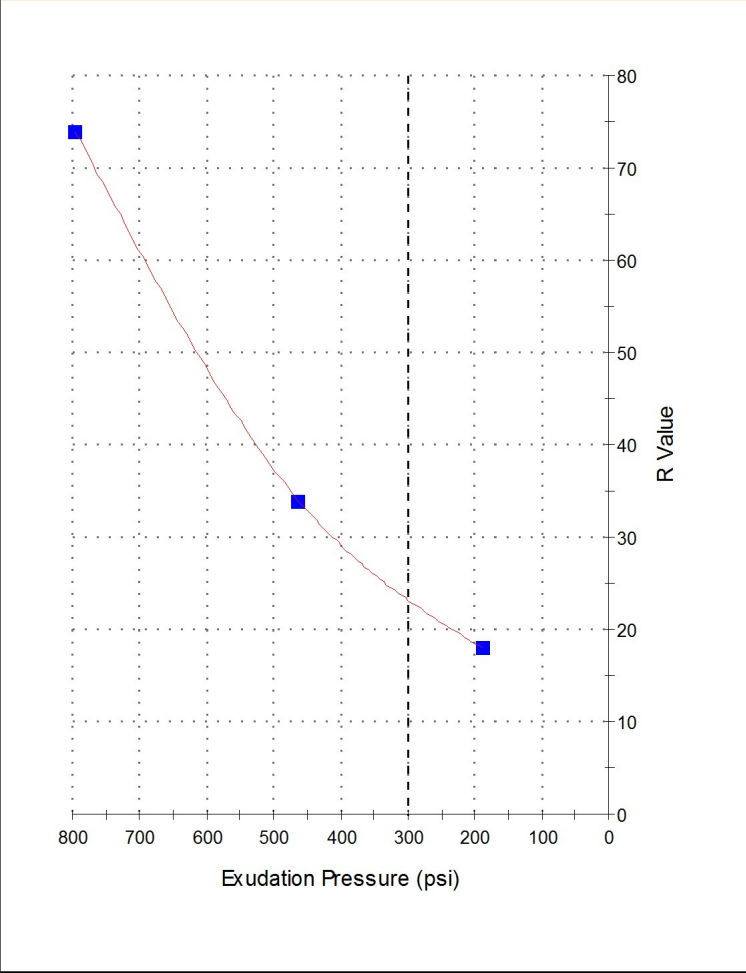
Project No.: 190476.1
Permit No.:
OSHDP:
DSA File #:
DSA AP #:

Jurisdiction:
Distribution:

Sample Details

Sample ID: W01-19-13275-S5 **Date Sampled:** 6/21/2019
Sampling Method: **Source:**
Material: **Specification:** Standard Full
Location: **Tested By:** Brian Vollnogle
Date Tested: 7/2/2019

R Value



Test Results

ASTM D 2844
R Value at 300 psi Exudation: 23

Specimen Results

Moisture Content (%)	10.4	7.6	9.0
Dry Density (lb/ft³)	127.3	132.6	129.3
Exudation Pressure (psi)	189	796	463
R Value	18	74	34
Expansion Pressure (psi)	0.0	0.3	0.1

Remarks:

The Material Tested Complies Does Not Comply
 With the Project Requirements



CITY OF SOUTH PASADENA
STREET IMPROVEMENTS PROJECT NO. 2019-05 (001905)
FINAL ENGINEER'S COST ESTIMATE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
1.0 STREET IMPROVEMENTS - ALTA VISTA AVENUE					
1.01	FULL WIDTH COLD MILL, 3" DEPTH	12,260	SF	\$1	\$12,260
1.02	CONSTRUCT 2" AC OVERLAY	151	TON	\$150	\$22,650
1.03	CONSTRUCT 1" AC LEVELING COURSE	76	TON	\$150	\$11,400
1.04	REMOVE EXISTING 8"x8"x6" TEE AND INSTALL NEW 8"x8"x8" TEE	1	EA	\$15,000	\$15,000
1.05	REMOVE EXISTING AND INSTALL 3 NEW 8" GATE VALVES				
1.06	INSTALL 8" TO 6" REDUCER				
1.07	ADJUST MANHOLE TO GRADE	2	EA	\$1,200	\$2,400
1.08	ADJUST WATER VALVE TO GRADE	7	EA	\$600	\$4,200
1.09	INSTALL STRIPING	440	LF	\$3	\$1,320
1.10	INSTALL PAVEMENT MARKING	115	SF	\$6	\$690
1.11	INSTALL BLUE REFLECTIVE MARKER	1	EA	\$50	\$50
1.12	INSTALL RED CURB MARKING	677	LF	\$3	\$2,031
1.13	REMOVE SIGN AND SIGN POST	5	EA	\$250	\$1,250
1.14	INSTALL SIGN AND SIGN POST	5	EA	\$600	\$3,000
SUBTOTAL					\$76,251
2.0 STREET IMPROVEMENTS - MONTEREY ROAD					
2.01	ROADWAY EXCAVATION (8" DEPTH) FOR LOCALIZED REPAIR	405	CY	\$250	\$101,250
2.02	CONSTRUCT 8" FULL DEPTH AC PAVEMENT	809	TON	\$150	\$121,350
2.03	FULL WIDTH COLD MILL, 3" DEPTH	31,136	SF	\$1.00	\$31,136
2.04	CONSTRUCT 1" MAX AC LEVELING COURSE	586	TON	\$150	\$87,900
2.05	CONSTRUCT 2" AC OVERLAY	1,500	TON	\$150	\$225,000
2.06	12' WIDE VARIABLE DEPTH EDGE GRIND (2" MAX) & HEADER MILL	51,100	SF	\$0.50	\$25,550
2.07	REMOVE EXISTING AND CONSTRUCT 4" PCC SIDEWALK OVER 3" CMB	2,576	SF	\$15	\$38,640
2.08	REMOVE EXISTING AND CONSTRUCT PCC CURB & GUTTER	60	LF	\$100	\$6,000
2.09	REMOVE EXISTING AND INSTALL NEW 1.5" SERVICE, BOX, AND WATER METER	1	EA	\$5,000	\$5,000
2.10	REMOVE EXISTING AND INSTALL NEW VALVE CAN AND SLEEVE	1	EA	\$800	\$800
2.11	ADJUST WATER VALVE TO GRADE	21	EA	\$600	\$12,600
2.12	ADJUST MANHOLE TO GRADE	13	EA	\$1,200	\$15,600
2.13	INSTALL STRIPING	14,300	LF	\$3	\$42,900
2.14	INSTALL PAVEMENT MARKING	930	SF	\$6	\$5,580
2.15	INSTALL PREFORMED THERMOPLASTIC (GREEN BIKE PAVEMENT MARKING)	3,139	SF	\$15	\$47,085
2.16	INSTALL BLUE REFLECTIVE MARKER	9	EA	\$50	\$450
2.17	INSTALL RED CURB MARKING	494	LF	\$3	\$1,482
2.18	REMOVE SIGN	3	EA	\$50	\$150
2.19	INSTALL SIGN	9	EA	\$200	\$1,800
2.20	REMOVE SIGN AND SIGN POST	24	EA	\$250	\$6,000
2.21	INSTALL SIGN AND SIGN POST	22	EA	\$600	\$13,200
2.22	INSTALL LOOP DETECTORS	10	EA	\$800	\$8,000
2.23	REMOVE EXISTING AND INSTALL LED LUMINAIRE	41	EA	\$1,000	\$41,000
SUBTOTAL					\$838,473
3.0 STREET IMPROVEMENTS - FOREST AVENUE					
3.01	FULL WIDTH COLD MILL, 3" DEPTH	6,480	SF	\$1.00	\$6,480
3.02	15' WIDE VARIABLE DEPTH EDGE GRIND (1" MAX)	679	SF	\$1.00	\$679
3.03	CONSTRUCT 0.5" MAX AC LEVELING COURSE	13	TON	\$150	\$1,950
3.04	CONSTRUCT 1.5" MAX AC OVERLAY	45	TON	\$150	\$6,750
3.05	15' WIDE AC TRANSITION (1" MAX)	4	TON	\$150	\$600
3.06	REMOVE EXISTING AND CONSTRUCT 4" PCC SIDEWALK OVER 3" CMB	842	SF	\$15	\$12,630



3.07	REMOVE EXISTING AND CONSTRUCT 6" PCC DRIVEWAY OVER 3" CMB	88	SF	\$25	\$2,200
3.08	INSTALL DETECTABLE WARNING SURFACE	2	EA	\$1,000	\$2,000
3.09	REMOVE EXISTING AND INSTALL NEW 1.5" SERVICE, BOX, AND WATER METER	2	EA	\$5,000	\$10,000
3.10	ADJUST WATER VALVE TO GRADE	2	EA	\$600	\$1,200
3.11	ADJUST MANHOLE TO GRADE	1	EA	\$1,200	\$1,200
3.12	INSTALL PAVEMENT MARKING	34	SF	\$6	\$204
3.13	INSTALL RED CURB MARKING	208	LF	\$3	\$624
3.14	REMOVE SIGN AND SIGN POST	3	EA	\$250	\$750
3.15	INSTALL SIGN AND SIGN POST	3	EA	\$600	\$1,800
3.16	REMOVE EXISTING AND INSTALL LED LUMINAIRE	2	EA	\$1,000	\$2,000
SUBTOTAL					\$51,067
4.0 STREET IMPROVEMENTS - STERLING PLACE					
4.01	ROADWAY EXCAVATION (8" DEPTH) FOR LOCALIZED REPAIR	2	CY	\$250	\$500
4.02	FULL WIDTH COLD MILL, 1" DEPTH	22,262	SF	\$0.75	\$16,697
4.03	15' WIDE VARIABLE DEPTH EDGE GRIND (1" MAX)	411	SF	\$1	\$411
4.04	CONSTRUCT 1.5" MAX AC OVERLAY	141	TON	\$150	\$21,150
4.05	CONSTRUCT 0.5" MAX AC LEVELING COURSE	43	TON	\$150	\$6,450
4.06	15' WIDE AC TRANSITION (1" MAX)	3	TON	\$150	\$450
4.07	REMOVE EXISTING AND CONSTRUCT PCC CURB	13	LF	\$100	\$1,300
4.08	REMOVE EXISTING AND CONSTRUCT 4" PCC SIDEWALK OVER 3" CMB	495	SF	\$15	\$7,425
4.09	ADJUST WATER VALVE TO GRADE	2	EA	\$600	\$1,200
4.10	ADJUST MANHOLE TO GRADE	3	EA	\$1,200	\$3,600
4.11	INSTALL BLUE REFLECTIVE MARKER	1	EA	\$50	\$50
4.12	INSTALL RED CURB MARKING	110	LF	\$3	\$330
4.13	INSTALL SIGN	1	EA	\$200	\$200
4.14	REMOVE SIGN AND SIGN POST	5	EA	\$250	\$1,250
4.15	INSTALL SIGN AND SIGN POST	5	EA	\$600	\$3,000
SUBTOTAL					\$64,013
TOTAL FOR BASE BID ITEMS					\$1,029,804
MOBILIZATION (NOT TO EXCEED 5%)					\$51,490
TRAFFIC CONTROL					\$20,000
CONSTRUCTION SURVEY AND MONUMENTATION					\$40,000
STORMWATER POLLUTION PREVENTION BMP					\$5,000
15% CONTINGENCY					\$171,944
GRAND TOTAL					\$1,318,238



City Council Agenda Report

ITEM NO. 12

DATE: November 1, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Roxanne Diaz, City Attorney

SUBJECT: **Second Reading and Adoption of an Ordinance of the City of South Pasadena, California, Amending Chapter 1, Chapter 1A and Section 24.02 of the South Pasadena Municipal Code to Update the Provisions Related to Violations of the Code, Including Substandard Buildings, Penalties for Code Violations and Procedures Related to Code Violations**

Recommendation

It is recommended that the City Council consider the adoption of an "Ordinance of the City of South Pasadena, California, Amending Chapter 1, Chapter 1A and Section 24.02 of the South Pasadena Municipal Code to Update the Provisions Related to Violations of the Code, Including Substandard Buildings, Penalties for Code Violations and Procedures Related to Code Violations."

Executive Summary

The purpose of the proposed ordinance is to modernize the general penalty provisions of the South Pasadena Municipal Code ("Code") as well update sections of the City's Administrative Citations chapter. With respect to fines, including fines for administrative citations, the proposed ordinance makes various amendments to be compliant with State law relating to hardship waivers and the amount of certain fines.

Background

At the City Council meeting of October 18, 2023, the City Council held first reading and introduced the proposed ordinance updating various provision of the Code related to code enforcement.

As part of the City Attorney's review of the City's practices and procedures, the City Attorney has been working with the Community Improvement Division in reviewing its code enforcement activities and have discussed improving the existing Code provisions related to enforcement. The proposed ordinance addresses the Community Improvement Division's immediate needs, specifically with the adoption of the updated penalty amounts as well as adoption of more robust provisions related to the general violation section. We

expect that additional ordinances will be brought forward as we continue our work with the Community Improvement Division to ensure that Staff has the tools necessary to implement an effective and efficient community improvement program.

Analysis

The proposed ordinance modernizes the City's "General Penalty" provisions in Chapter 1 of the Code as well as several provisions of the City's "Administrative Citation" provisions in Chapter 1A. For example, the "general penalty provisions" have been updated to include the penalty amounts for infractions and misdemeanors as well as penalties for violations of the city's building and safety codes. The proposed ordinance provides for a hardship waiver as required by Government Code Section 36900. There is also an updated provision regarding the provision as to whom in the City has authority to issue citations. Revisions were also made to the "administrative citation" chapter including fines as part of the chapter, the hardship waiver and provisions for late payment charges. A new provision was added to the Chapter related to nuisances and property maintenance to make clear that any condition constituting an unsafe or substandard building is a nuisance.

Fiscal Impact

There is no fiscal impact if the City Council adopts the proposed ordinance.

Attachments:

1. Ordinance

ATTACHMENT 1

Ordinance

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ORDINANCE _____

**AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING CHAPTER 1, CHAPTER 1A AND SECTION 24.02 OF THE
SOUTH PASADENA MUNICIPAL CODE TO UPDATE THE
PROVISIONS RELATED TO VIOLATIONS OF THE CODE, INCLUDING
SUBSTANDARD BUILDINGS, PENALTIES FOR CODE VIOLATIONS
AND PROCEDURES RELATED TO CODE VIOLATIONS**

**THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES ORDAIN
AS FOLLOWS:**

SECTION 1. Section 1.7 of Chapter 1 (General Provisions) of the Code of the City of South Pasadena is hereby amended in its entirety to read as follows:

“1.7 Violations of Code and General Penalty.

(a) *Violations of Code.* No person shall violate or fail to comply with any provision or requirement of this Code or any other ordinance of the City. Violation of this Code or any other ordinance of the City may be prosecuted as a misdemeanor or infraction as set forth herein. The City may also issue a fine or administrative citation as set forth in Chapter 1A.

(b) *City Prosecutor/City Attorney.* Any violation of any provision of this Code or any other city ordinance may be prosecuted as a misdemeanor, as an infraction, or as a civil administrative action in the discretion of the city attorney or city prosecutor.

(c) *Misdemeanors.* Any person who shall violate or fail to comply with any provision or requirement of this Code, or any other ordinance of the City, shall be guilty of a misdemeanor unless: (1) such a violation or failure is designated as an infraction or is subsequently prosecuted as an infraction, in which case such person is guilty of an infraction; or (2) such a violation or failure is prosecuted as an administrative citation pursuant to Chapter 1A of this Code. Any person convicted of a misdemeanor under the provisions of this Code shall be punishable by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

(d) *Infractions.* Any person violating any provision or failing to comply with any requirement of this Code expressly stated by this Code to be an infraction or prosecuted as such shall be guilty of an infraction. Any person convicted of an infraction shall be punishable by: (1) A fine not exceeding one hundred dollars (\$100) for a first violation; (2) A fine not exceeding two hundred dollars (\$200) for a second violation of the same Code provision within one year; (3) A fine not exceeding five hundred dollars (\$500) for each additional violation of the same Code provision within one year.

(e) *Infractions-Building and Safety Codes.* Every person convicted of an infraction for a violation of the City's building and safety codes shall be punishable by (1) a fine not exceeding one hundred and thirty dollars (\$130) for a first violation; (2) a fine not exceeding seven hundred dollars (\$700) for a second violation of the same Code provision within one year; (3) a fine not exceeding one thousand three hundred dollars (\$1,300) for each additional violation of the same Code provision within one year; (4) a fine not exceeding two thousand five hundred dollars (\$2,500) for each additional violation of the same Code provision within two years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property. As used herein, "year" means any consecutive 12-month period.

(f) *Public nuisances.* In addition to the penalties hereinabove provided or as provided by law, any condition caused or permitted to exist in violation of any provision of this Code shall be deemed a public nuisance and may be summarily abated as such by the City, and each day such condition continues shall be regarded as a new and separate offense.

(g) *Violations of conditions.* Any violation of a condition of any permit, entitlement or approval issued pursuant to this Code shall constitute a violation of this Code.

(h) *Continuing Violations; Separate offenses.* It shall constitute a new and separate offense for each and every day during any portion of which a violation of, or failure to comply with, any provision or requirement of this Code, or any other ordinance of the City, is committed, continued, or permitted by any person and shall be punishable accordingly."

SECTION 2. Section 1.7A (Same-Infractions) of Chapter 1 (General Provisions) of the Code of the City of South Pasadena is hereby renumbered as Section 1.9 and renamed as "Infractions-First Violation Only."

SECTION 3. Section 1.7B (Infractions, penalties, continuing violations) of Chapter 1 (General Provisions) of the Code of the City of South Pasadena is hereby renumbered as Section 1.10 and renamed as "Violation by Minors."

SECTION 4. Section 1.8 (Datum Plane) of Chapter 1 (General Provisions) of the Code of the City of South Pasadena is hereby renumbered as Section 1.12.

SECTION 5. A new Section 1.8 is hereby added to Chapter 1 (General Provisions) of the Code of the City of South Pasadena to read as follows:

"1.8 Hardship Waiver Process to Request Fine Reduction.

Pursuant to Government Code Section 36900, the person responsible for the fine imposed pursuant to Sections 1.7(b)(2), 1.7(b)(3), 1.7(c)(2) or 1.7(c)(3) may request a hardship waiver to reduce the amount of the fine by completing a hardship waiver form and returning the form to the Community Development Department within ten (10) days of the date stated on the citation. The waiver request shall include a sworn affidavit under penalty of perjury and any supporting documents or materials demonstrating to the satisfaction of the Community Development Director or his or her designee (“Director”) that: (i) the recipient of the fine has made a bona fide effort to comply after the first violation, and (ii) payment of the full amount of the fine would impose an undue financial burden on the recipient. The Director shall provide written notice of the determination of a timely received waiver request to the recipient of the fine by first class mail within 15 days of receipt of the hardship waiver form. Service shall be deemed complete at the time the notice is deposited into the mail and addressed to the person at the address indicated on the hardship waiver form. The determination notice shall include a brief description of the reasons for the determination to approve or not approve the hardship waiver. The written determination of the Director shall be final. If the Director determines not to approve a hardship waiver, the recipient of the fine shall, within ten (10) days of service of that determination, to remit the deposit amount to the City. ”

SECTION 6. A new Section 1.11 is hereby added to Chapter 1 (General Provisions) of the Code of the City of South Pasadena to read as follows:

“1.11 Authorization to Cite.

(a) The City's Code Enforcement Officers and any other city officer or employee as determined and designated from time to time by the City Manager, shall have the power, authority, and immunity, as set forth in Section 836.5 of the California Penal Code, to issue citations and make arrests without a warrant whenever such officers or employees have reasonable cause to believe that the person to be arrested has committed an infraction or misdemeanor violation of this Code, or violation of any other city ordinance or State statute which such officers or employees have the duty to enforce, and the violation has been committed in the presence of such officers or employees.

(b) In any case in which a person is arrested pursuant to this authority and the person arrested does not demand to be taken before a magistrate, the officer or employee making the arrest shall prepare a written notice to appear and release the person on the promise to appear, as prescribed by Chapter 5C, commencing with Section 853.5, of the California Penal Code. The provisions of that chapter shall thereafter apply with reference to any proceeding based upon the issuance of a written notice to appear.

(c) The officers and employees identified in subsection (a) of this section and other persons designated to do so by the City Manager, shall have the concurrent authority to issue administrative citations as set forth in Chapter 1A of this Code.

(d) Nothing in this section shall affect any proceedings described in Chapter 1A of this Code.”

SECTION 7. Section 1A.2 (Applicability) of Chapter 1A (Administrative Citations) of the Code of the City of South Pasadena is hereby amended in its entirety to read as follows:

“1A.2 Applicability.

(a) This chapter provides for administrative citations which are in addition to all other legal remedies, criminal or civil, which may be pursued by the city to address any violations of this code. Use of this chapter shall be at the sole discretion of the city.

(b) All violations of this Code are subject to an administrative citation, including the violation of any other ordinance of the City and the violation of a condition of any permit, entitlement or approval issued pursuant to this Code.”

SECTION 8. Section 1A.6 (Amount of Fines) of Chapter 1A (Administrative Citations) of the Code of the City of South Pasadena is hereby amended in its entirety to read as follows:

“1A.6 Amount of Fines.

(a) As prescribed in Government Code Section 36900, for any violation of this Code for which the violation would otherwise be an infraction, the fine shall be one hundred dollars (\$100.00) for a first violation; two hundred dollars (\$200.00) for a second violation of the same Code provision within one year; and five hundred dollars (\$500.00) for each additional violation of the same Code provision within one year.

(b) As prescribed in Government Code Section 36900, a violation of the City’s building and safety codes determined to be an infraction is punishable by the following: a fine not exceeding one hundred thirty dollars (\$130) for a first violation; a fine not exceeding seven hundred dollars (\$700) for a second violation of the same Code provision within one year; a fine not exceeding one thousand three hundred dollars (\$1,300) for each additional violation of the same Code provision within one year of the first violation; and a fine not exceeding two thousand five hundred dollars (\$2,500.00) for each additional violation of the same Code provision within two years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property.

(c) As prescribed in Government Code Section 36900, for violations of this Code for which the violation would otherwise be a misdemeanor, the amount of the fine

imposed shall be that set forth in a resolution adopted by the City Council. Notwithstanding, the amount of the fine for violations classified as misdemeanors shall not exceed one thousand dollars (\$1,000.00).

(d) Each responsible party shall be guilty of a separate offense for each and every day during any portion of which a violation of any provision or section of the Code is committed, continued or permitted by such person, and shall be punished accordingly.”

SECTION 9. Section 1A.7 (Payment of Fines) of Chapter 1A (Administrative Citations) of the Code of the City of South Pasadena is hereby amended in its entirety to read as follows:

“Section 1A.7 Payment of Fines.

(a) The fine shall be paid to the city within thirty days after the date of the administrative citation.

(b) Any administrative citation fine paid pursuant to subsection (a) shall be refunded if it is determined, after a hearing, the person charged in the administrative citation was not responsible for the violation or there was no violation as charged in the administrative citation.

(c) Pursuant to Government Code Section 36900, except for the fine related to the first violation, the person responsible for the fine may request a hardship waiver to reduce the amount of the fine by completing a hardship waiver form and returning the form to the Community Development Department within ten (10) days of the date stated on the citation. The waiver request shall include a sworn affidavit under penalty of perjury and any supporting documents or materials demonstrating to the satisfaction of the Community Development Director or his or her designee (“City Manager”) that: (i) the recipient of the fine has made a bona fide effort to comply after the first violation, and (ii) payment of the full amount of the fine would impose an undue financial burden on the recipient. The Director shall provide written notice of the determination of a timely received waiver request to the recipient of the fine by first class mail within 15 days of receipt of the hardship waiver form. Service shall be deemed complete at the time the notice is deposited into the mail and addressed to the person at the address indicated on the hardship waiver form. The determination notice shall include a brief description of the reasons for the determination to approve or not approve the hardship waiver. The written determination of the Director shall be final. If the Director determines not to approve a hardship waiver, the recipient of the fine shall, within ten (10) days of service of that determination, either remit the deposit amount to the City or appeal the citation in compliance with the applicable procedures set forth under this Chapter.

(d) Payment of a fine under this Chapter shall not excuse or discharge any continuation or repeated occurrence of the Code violation for which an administrative citation was issued.”

SECTION 10. Section 1A.13 (Late Payment Charges) of Chapter 1A (Administrative Citations) of the Code of the City of South Pasadena is hereby amended in its entirety to read as follows:

“1A.13 Late Payment Charges.

Any person who fails to pay to the City on or before the due date any fine imposed pursuant to the provisions of this Chapter shall be liable for the payment of late payment charges as follows: (a) For payments received within thirty (30) days after the due date, a late fee in the amount of fifty percent (50%) of the fine due; (b) For payments received more than thirty (30) days after the due date, a late fee in the amount of fifty percent (50%) of the fine due, plus an additional ten percent (10%) of the overdue fine for each month the payment is overdue. The maximum late fee shall be one hundred percent (100%) of the overdue fine.”

SECTION 11. Paragraph (c) (Conditions Qualifying as a Public Nuisance) of Section 24.02 (Nuisances and Property Maintenance) of the Code of the City of South Pasadena Municipal Code is hereby amended by adding a new subparagraph 28 to read as follows:

“(28) Any condition constituting an unsafe or substandard building as defined in the California Health and Safety Code, any other state code, common law and the City’s Building Code.”

SECTION 12. Severability. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 13. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED AND ADOPTED ON this 1st day of November, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez,
Deputy City Clerk

Roxanne Diaz, City Attorney

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